

**EXHIBIT A
SUPPLEMENTAL
AGREEMENT
(Pension Plan)**

(A) = Signing Date

(B) = Effective Date of Plan Changes

(C) = Ratification Date

(D) Board of Managers Meeting

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Per
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A, Sect. 1

**SUPPLEMENTAL AGREEMENT
(PENSION PLAN)**

On this ~~September 16, 2011~~ (A), General Motors LLC, hereinafter referred to as the General Motors LLC or "Company", and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the collective bargaining agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Plan

This defined benefit pension plan, entitled the General Motors Hourly-Rate Employees Pension Plan (the "Plan"), was established pursuant to an agreement between Motors Liquidation Company ("MLC") (fka General Motors Corporation) and the Union and approved by the MLC Board of Directors. The Company assumed sponsorship of the Plan in conjunction with its purchase of substantially all of the assets of MLC pursuant to a Master Sale & Purchase Agreement as approved by the Bankruptcy Court for the Southern District of New York. A copy of the Plan is attached hereto as Exhibit A - 1 and made a part of this agreement to the extent applicable to the employees represented by the Union and covered by this agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this agreement, the provisions of this agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

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The Plan, as set forth in Exhibit A-1, and the Plan as it may be modified and supplemented by superseding provisions of this agreement, as above provided, are contingent upon the determination by the Internal Revenue Service that the Plan and related trust are qualified and tax exempt under Sections 401 and 501(a) or other applicable provisions of the Internal Revenue Code. Any modification or amendment of either the Plan, or the Plan as modified and supplemented by this agreement, may be made retroactively by the Company with the consent of the Union, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Sections 401 and 501(a) of the Internal Revenue Code, as now in effect or hereafter amended, or any other applicable provisions of the federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder, provided that pension benefits under the Plan are not diminished.

Until the Plan is approved by the General Motors LLC's Board of Managers, the benefits payable shall be only those determined under the Plan as constituted prior to ~~October 1, 2011~~(B); provided, however, that following approval by its Board of Managers, General Motors LLC or the trustee will pay to retired employees and surviving spouses any excess amounts equal to the difference between the monthly pension calculated in accordance with the terms of the Plan, attached hereto as Exhibit A-1, and the monthly pension paid or payable in accordance with the terms of the Pension Plan which was attached as Exhibit A-1 to the Supplemental Agreement (Pension Plan) between the Parties dated ~~September 26, 2007~~(A). Any such excess amounts payable for months prior to the receipt of the aforementioned Board of Managers approval, shall be payable the first of the month following the date of such approval by the Board of

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Managers and any such amounts payable thereafter shall be paid on the first of the month at the same time as the related pension is paid.

In the event that the Plan is disapproved by the Board of Managers of General Motors LLC, General Motors LLC within thirty days after any such disapproval will give written notice thereof to the Union and this agreement shall thereupon have no force or effect. In that event the matters covered by this agreement shall be the subject of further negotiation between the Company and the Union.

Section 2. Financing

(a) A trustee or an insurance company, or both, shall be designated by the Company, and a trust agreement or contract, or both, executed between the Company and such trustee or insurance company, or both, under the terms of which a pension fund or insured fund, shall be established to receive and hold contributions payable by the Company, interest, and other income, and to pay the pensions and supplements provided by the Plan.

(b) General Motors LLC, by payment of contributions under the Internal Revenue Code, including contributions required by the Pension Protection Act of 2006 effective for Plan Years on and after October 1, 2008, shall be relieved of any further liability under the Plan.

(c) Should benefit accruals be frozen due to Article VII, Section 4(b)(iii) of the Plan and Section 436(e) of the Code, the Plan shall be deemed to be amended to reinstate accruals, and to then restore any frozen benefit accruals, as soon as legally permissible to do so in accordance with the parties' agreement.

Section 3. Administration

(a) **Board of Administration**

(1) There shall be established a central Board of Administration hereinafter referred to as the Board, composed of six members, three appointed by the

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Company and three by the Union. Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the alternate may attend and when in attendance shall exercise the duties of the member. Either General Motors LLC or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

No person shall act as a member of the Board of Administration or as an alternate for such member unless notice of the appointment has been given in writing by the party making the appointment to the other party.

(2) The Board shall meet at such times and for such periods for the transaction of necessary business as may be mutually agreed upon by its members.

(3) To constitute a quorum for the transaction of business, the presence of four members of the Board shall be required. At all meetings of the Board, the member or members present appointed by the Company shall have in the aggregate a total of one vote to be cast on behalf of the Company and the member or members present appointed by the Union shall have in the aggregate a total of one vote to be cast on behalf of the Union.

(4) The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union and no part of such compensation or expenses will be paid from the trust fund.

(5) The Company shall cause to be furnished to the Board of Administration annually:

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(i) A statement as of each anniversary date of the Plan showing in summary form the value of the assets which comprise such fund by general categories of investment, such value being determined on a basis at least equal to the total cost thereof for each such category, and a summary of the funded status of the Plan and an opportunity to discuss the funded status of the Plan in more detail.

(ii) Such information as to age, sex and service of hourly-rate employees of General Motors LLC as a whole in the United States and as to the number of pensioners and amount of pensions and supplements by age groups, as the Board may reasonably require, but in no event shall the Company be required to furnish the Board with any data not furnished by the Company to the Actuary.

(iii) A report, prepared by the Actuary, in respect of each year's actuarial valuation of the Plan.

(iv) General Motors LLC will provide the union with an annual report related to the General Motors Hourly-Rate Employees Pension Plan regarding ASC715, which will include:

(aa) the market value of plan assets as of December 31st of the previous calendar year,

(bb) the Accumulated Benefit Obligation (ABO) broken down by active employees, retirees, surviving spouses and deferred vested as of December 31st of the previous calendar year,

(cc) a summary of the actuarial assumptions used to derive the ABO, and

(dd) the ASC715 pension expense for the previous calendar year broken down by its components.

(v) Where applicable, the reports under

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subparagraphs (iii) and (iv) shall reflect the provisions of the Pension Protection Act of 2006, effective for Plan Years beginning on and after October 1, 2008.

(vi) A statement setting forth pension payments and supplements to retired employees and surviving spouses during Plan Year.

(vii) A schedule setting forth as of March 31 of each year:

(aa) the amount of investment of the pension fund in residential real estate mortgages, by type, in communities with General Motors LLC plants and in other communities,

(bb) the amount invested in such residential real estate mortgages during the preceding year in comparison with total new money investments during that year, and

(cc) a description of such residential mortgages in which funds were invested during the preceding year, by type, separately by plant city areas and in total for other areas.

(viii) A copy of Form 5500 reports and attendant schedules for the Plan will be furnished as soon as practicable after General Motors LLC has filed such report with the U.S. Department of Labor.

(6) The Board of Administration shall have no power to add to or subtract from or modify any of the terms of this agreement or the Plan, nor to change or add to any benefit provided by said agreement or Plan, nor to waive or fail to apply any requirement of eligibility for a benefit under said agreement or Plan.

(7) Any case referred to the Board of Administration on which it has no power to rule shall

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A, Sect. 3(a)(7)

be referred back to the parties without ruling.

(8) No ruling or decision of the Board of Administration in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

(9) There shall be no appeal from any ruling by the Board which is within its authority. Each such ruling shall be final and binding on the Union and its members, the employee or employees involved, and on General Motors LLC, subject only to the arbitrary and capricious standard of judicial review.

The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members, in any appeal to any Court or Administrative Board or Agency from a ruling of the Board of Administration.

(b) Impartial Chairperson

(1) General Motors LLC and the Union shall mutually agree upon and select an Impartial Chairperson, who shall serve until requested in writing to resign by three Board members.

(2) The Impartial Chairperson will not be counted for the purpose of a quorum, and will vote only in case of a failure of the Company and the Union by vote through their representatives on the Board to agree upon a matter which is properly before the Board and within the Board's authority to determine; provided that the Impartial Chairperson may vote only on matters involving the processing of individual cases, not on the development of procedures.

(3) The fees and expenses of the Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

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A, Sect. 3(c)

(c) The Union and General Motors LLC members of the Board of Administration have, in Appendix D, agreed to matters such as but not limited to: (1) procedures for establishing Pension Committees at the Divisions or plants involved; (2) the authority and duties of such Pension Committees; (3) the procedures for reviewing applications for pensions; (4) the handling of complaints regarding the determination of age, service credits, and computation of benefits; (5) procedures for making appeals to the Board; (6) means of verifying service credits to which employees are entitled under the Plan; (7) methods of furnishing information to employees regarding past and future service credits; (8) the amount of time the Union members of the committees may be permitted to leave their work to attend meetings of the Pension Committees; (9) how disputes over total and permanent disability claims will be handled, including disputes, if any, with respect to whether a disabled pensioner engages in gainful employment; (10) the review of pertinent information about the Plan for dissemination to employees; (11) how pension payments will be authorized by the Board. All such matters are consistent with all other provisions of the Plan and this agreement. The working out of the procedures outlined in this section shall be the responsibility of the Company and Union members of the Board, and the Impartial Chairperson shall have no power to decide any question with respect thereto.

(d) Except as provided otherwise in this agreement, the general administration of the provisions of the Plan shall be the responsibility of the Company.

(e) The Board and any member of the Board, or the Pension Committees or any member of the Pension Committees, shall be entitled to rely upon the correctness of any information furnished by the Union

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A, Sect. 3(e)

or the Company. Neither the Board nor any of its members, nor the Pension Committees nor any of its members, nor the Union nor any officer or other representative of the Union, nor the Company nor any officer or other representative of the Company shall be liable because of any act, or failure to act, on the part of the Board or any of its members, or the Pension Committees or any of its members or any person, except that nothing herein shall be deemed to relieve any such individual from any liability for the individual's own fraud or bad faith.

(f) No matter respecting the Plan as modified and supplemented by this agreement or any difference arising thereunder shall be subject to the grievance procedure established in the collective bargaining agreement between General Motors LLC and the Union, except as expressly provided in Paragraph (46) of such collective bargaining agreement.

(g) Credited service shall be granted an employee who is absent from work pursuant to Paragraph 24 of the National Agreement, or on a leave of absence under Paragraph 109 of the National Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of or to work for the Local Union, or if the leave was granted under Paragraph 109(a) of the National Agreement for the purpose of permitting the employee to engage in the business of or to work for the International Union while on such leave (an employee on leave under the National Agreement solely to permit the employee to be Manager of the credit union sponsored by the Local Union shall be included hereunder, but only with respect to any period while serving in such capacity while on such leave).

An employee eligible for credited service under this section shall be credited with up to 40 hours for

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A, Sect. 3(g)

each calendar week since October 1, 1950 while on such leave, including compensated hours, provided the employee meets the requirements of the leave; but in no event shall the employee be credited with more than 1700 hours, including compensated hours, in any calendar year.

Section 4. Effect of Retirement on Employment Status and Seniority

(a) An employee who retires or is retired under the terms of the Plan shall cease to be an employee and shall have seniority canceled.

(b) An employee who has been retired on a total and permanent disability pension and who thereby has broken seniority in accordance with subsection (a) above, but, who recovers and has such pension discontinued, shall have seniority reinstated as though such employee had been on a sick leave of absence during the period of such disability retirement, provided, however, if the period of disability retirement was for a period longer than the seniority the employee had at the date of retirement, the employee shall, upon the discontinuance of such disability pension, be given seniority equal to the amount of seniority at the date of such retirement.

(c) If an employee retired for reasons other than total and permanent disability, who has lost seniority in accordance with subsection (a) above, is rehired, such employee will have the status of a new employee.

Section 5. Supplements

Notwithstanding any other provisions of the Plan, an employee who retires while on an approved leave of absence requested by the International Union to permit such employee to engage in the business of or to work

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for the International Union, shall not be prevented from receiving benefits under Section 6 of Article II of the Plan solely because the last day worked for General Motors LLC was not within five years of the date the employee's pension benefits commence.

Section 6. Deduction of Union Dues

(a) Notwithstanding any other provisions of the Plan, any retired employee entitled to receive a pension or supplement may, pursuant to the retired employee's written authorization and direction acceptable to the Company, authorize the deduction of monthly Union dues from any monthly pension or supplement otherwise payable and direct that such dues be remitted to the Union.

Any surviving spouse of a retired employee entitled to receive a monthly benefit may, pursuant to the surviving spouse's written authorization and direction acceptable to the Company authorize the deduction of monthly associate dues donation from any monthly benefit otherwise payable and direct that such dues be remitted to the Union.

(b) An authorization to deduct said monthly Union or associate dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until revoked by the retired employee's or surviving spouse's written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement or supplement thereto between the Company and the Union which permits or provides for the deduction of Union or associate dues from monthly pension benefits payable to a retired employee or surviving spouse, such

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A, Sect. 6(b)

assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

(c) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's compliance with this Section 6.

(d) This Section 6 shall be of no force or effect during any month for which less than one thousand such authorizations are in effect.

Section 7. Voluntary Political Contributions

(a) Notwithstanding any other provisions of the Plan, any retired employee or surviving spouse entitled to receive a pension benefit may, pursuant to the retired employee's or surviving spouse's written authorization and direction acceptable to the Company, authorize the deduction of monthly Voluntary Political Contributions from any monthly pension benefit otherwise payable and direct that such deduction be remitted to the Union.

(b) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's compliance with this Section 7.

(c) General Motors LLC and the Union have agreed that the provision for deduction of Voluntary Political Contributions will continue as set forth in the Memorandum of Agreement regarding Voluntary Political Contributions.

Section 8. Foundry Jobs

Any job classification put into effect after September

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A, Sect. 8

14, 1973 at a plant identified in Appendix B of the Plan, shall be designated by written agreement between the parties as a foundry job if such classification (a) supersedes or replaces a job classification previously designated as a foundry job for such plant, and (b) becomes applicable to employees who perform substantially the same work as had been performed by employees while on a job classification previously designated as a foundry job for such plant.

Section 9. Duration of Agreement

This agreement shall continue in effect until the termination of the collective bargaining agreement of which this is a part.

In witness hereof, the parties hereto have caused this agreement to be executed the day and year first above written.

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**EXHIBIT A-1
THE GENERAL MOTORS
HOURLY-RATE EMPLOYEES
PENSION PLAN**

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**ARTICLE I
ESTABLISHMENT OF THE PLAN**

General Motors Company on behalf of itself and its Divisions and as agent for certain of its directly or indirectly wholly-owned and substantially wholly-owned domestic subsidiaries in accordance with I.R.C. Section 414(b), (c), and (m) will establish, subject to the approval of its Board of Managers, a pension fund either by a trust agreement with a trustee or trustees or by contract with an insurance company or insurance companies, or both, and with respect thereto shall make such payments or contributions as will be sufficient to maintain the fund on a sound actuarial basis as well as to pay expenses incident to the operation and management of the Plan.

Except as expressly provided in Sections 6, 7, and 8 of Article II and as provided in Article VII and Article IX, the provisions set forth in this Plan are applicable only to employees with seniority on or after October 1, 2011. Employees retired with benefits commencing prior to such date or separated prior to such date, or eligible surviving spouses of such employees, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date.

Notwithstanding the paragraph immediately above, employees who retired with benefits commencing after September 14, 2011, and prior to October 1, 2011, pursuant to the provisions of Article II of the Plan, shall be considered for purposes of Article II herein as having retired with benefits payable commencing on or after October 1, 2011; the surviving spouse of any employee who died after September 14, 2011 and prior to October 1, 2011, who is otherwise eligible for monthly benefits under the

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Art I

Plan, shall be considered entitled to monthly benefits pursuant to Section 5 of Article II herein; and any such employees shall be considered eligible for credited service under Article III herein.

**ARTICLE II
ELIGIBILITY FOR RETIREMENT
AND AMOUNT OF PENSIONS**

Section 1. Normal Retirement

Any employee who has attained age 65 and ceases active service shall be entitled to receive a pension based upon the employee's credited service. Any employee who elects to continue to work full time for General Motors LLC beyond age 65 will be notified that, while such employee has entitlement to a normal retirement benefit at age 65, such benefit is suspended and will not be paid while such employee works for the Company beyond age 65.

Section 2. Early Retirement

(a) (1) An employee who has attained age 60 but not age 65, and who has 10 or more years of credited service, may retire at the option of the employee.

(2) An employee who has attained age 55 but not age 60, and whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more, may retire at the option of the employee.

(3) An employee who has 30 or more years of credited service may retire at the option of the employee.

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Art. II, 2(b)

(b) An employee who has attained age 55 (age 50 for an employee who is laid off on or after October 1, 1984 as a result of a plant closing where no other Company plants are in the same geographical area) but not age 65 and who has 10 or more years of credited service may be retired under mutually satisfactory conditions as set forth hereinafter in the Standards applicable to such retirement.

Section 3. Total and Permanent Disability Retirement

(a) An employee who is totally and permanently disabled prior to attaining age 65, and has at least 10 years of credited service, shall be eligible for a disability pension as hereinafter provided. An individual who is not an employee with seniority is not eligible to apply for total and permanent disability retirement.

(b) An employee shall be deemed to be totally and permanently disabled only if the employee is not engaged in regular employment or occupation for remuneration or profit (except for purposes of rehabilitation or employment necessary to avoid a reduction or termination of Worker's Compensation benefits under state law) and on the basis of medical evidence satisfactory to the Company the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or nonoccupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes totally and permanently disabled after accumulating at least 5 years of seniority following separation from service in the armed forces.

(c) Any disability pensioner may be required to submit to medical examination at any time during retirement prior to age 65, but not more often than

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Art. II, 3(c)

semi-annually, to determine whether the pensioner is eligible for continuance of the disability pension. If on the basis of such examination it is found that the pensioner is no longer disabled or if the pensioner engages in gainful employment, except for purposes of rehabilitation as determined by the Company, or employment necessary to avoid a reduction or elimination of Worker's Compensation benefits under state law, the pensioner will be deemed recovered and such disability pension will cease. In the event the disability pensioner refuses to submit to medical examination the pension will be discontinued until the pensioner is examined.

(d) Employees who retire under this Section 3 shall, upon attaining age 65, be reclassified to a normal retirement.

Section 4. Amount of Pensions

(a) (1) The monthly pension payable to an employee retired pursuant to the provisions of Sections 1, 2, or 3 of this Article II with benefits payable commencing on or after October 1, 2007, including those employees retiring October 1, 2011 and later, shall be a basic benefit for each year of credited service that the employee had at the date of retirement, determined by the applicable Benefit Class Code and based on the month for which payment is being made as set forth in the table immediately following:

Retires With Benefits Payable Commencing	Benefit Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing			
		10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After
October 1, 2007 and After	A	\$	\$	\$	\$
	B	52.90	53.10	53.30	53.55
	C	53.15	53.35	53.55	53.80
	D	53.40	53.60	53.80	54.05
		53.65	53.85	54.05	54.30

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Art II, 4(a)(2)

(2) The monthly pension benefit payable to an employee who retires at the employee's option at a date selected by the employee shall be multiplied by a percentage as set forth in the following table:

Age When Pension Commences	Percentage*
42	21.0%
43	22.6
44	24.3
45	26.1
46	28.2
47	30.4
48	32.8
49	35.4
50	38.3
51	41.5
52	45.0
53	48.9
54	53.2
55	57.9
56	63.5
57	69.4
58	75.2
59	80.8
60	86.7
61	93.3
62 or over	100.0

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

If an employee:

(i) with 30 or more years of credited service retires at the employee's option, or

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Art. II, 4(a)(2)(ii)

(ii) whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more retires at the employee's option, the monthly basic benefits otherwise payable to such employee after age 62 and one month shall be redetermined without any such reduction.

(3) The basic benefit payable in any month will not be reduced below an amount which results in the early retirement supplement paid to a participant in such month, under Article II, Section 6(a)(1), exceeding the old age insurance benefits, unreduced on account of age, payable under Title II of the Social Security Act, as amended.

(b) A temporary benefit for each year of credited service up to 30 shall be payable in addition to the monthly basic pension payable to an employee retired under mutually satisfactory conditions, or totally and permanently disabled pursuant to Section 2(b) or Section 3 above, as set forth in the table immediately following:

Retires With Benefits Payable Commencing	Monthly Temporary Benefit Amount	
	Per Year of Credited Service	Maximum
October 1, 2007 through September 1, 2008	\$ 50.80	\$ 1,524.00
October 1, 2008 through September 1, 2009	51.00	1,530.00
October 1, 2009 through September 1, 2010	51.20	1,536.00
October 1, 2010 and After*	51.40	1,542.00

*including those employees retiring October 1, 2011 and later.

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Art. II, 4(c)

(c) The monthly temporary benefit determined in (b) above shall be payable until age 62 and one month, or until the age at which the employee becomes or could have become eligible for a Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age. At such age the temporary benefit shall cease to be payable.

(d) An employee who is discharged for cause after such employee is eligible to retire at the employee's option under Section 2(a) of this Article II shall be entitled to the benefits provided under Section 4(a) of this Article II.

(e) The amount of any monthly pension benefit otherwise payable to the employee at retirement, or earlier commencement, will be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p).

The Actuarial Value will be used to determine any amount to be paid to any such payee(s), if applicable, and the remaining benefit entitlement of the employee.

**Section 5. Pension Benefits to Employee's
Surviving Spouse**

(a) In lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the normal, early or total and permanent disability retirement provisions of this Article II, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII hereof, shall be deemed to have elected automatically a reduced amount of monthly basic benefit to provide that, if the designated spouse shall be living at the employee's death after such election shall have

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Art. II, 5(a)

become effective, a survivor benefit shall immediately be payable to such spouse commencing on the first of the month following the employee's death and such survivor benefit shall be payable during the spouse's further lifetime. In the event (1) such spouse predeceases such employee, or (2) they are divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election and have the monthly basic pension benefit restored to the amount payable without such election, effective (i) the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death), or (ii) the first day of the third month following the month in which the Company receives such employee's written revocation of the election because of divorce, on a form approved by the Company and accompanied by such Qualified Domestic Relations Order and evidence satisfactory to the Company of a final decree of divorce.

The automatic election provided in this subsection (a) shall become effective on the later of (i) the commencement date of the employee's monthly pension benefit, (ii) the first day of the month following the month in which the employee attains age 55 (except that this item (ii) shall not apply to an employee with 30 or more years of credited service or to an employee who retires with benefits payable prior to age 55 pursuant to Section 2(b) of this Article II), or (iii) the one-year anniversary of the marriage.

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Art. II, 5(a)

An employee may prevent the automatic election provided in this subsection (a) during the 180-day period prior to the effective date of such automatic election as provided in the paragraph immediately above by executing a specific written rejection of such election, which includes the written consent of the employee's spouse that acknowledges the effect of the rejection, and that is witnessed by a notary public, on a form approved by the Company and filing it with the Company.

Information regarding this coverage is included in the summary plan description, which will be provided to each employee. Within a period of not greater than 180 days and not less than 30 days prior to the annuity starting date, each participant shall be provided a written explanation of: (i) the terms and conditions of the surviving spouse coverage; (ii) the participant's right to make and the effect of an election to waive the surviving spouse coverage; (iii) the rights of the participant's spouse; and (iv) the right to make and the effect of revocation of a previous selection to waive the surviving spouse coverage.

(b) The beneficiary of a survivor benefit election shall be only the person who is the employee's spouse at such time and who has been such spouse for at least one year immediately prior to the effective date of such election.

(c) A survivor benefit election shall be revoked automatically upon the death of the employee or the designated spouse, or both, prior to the effective date of the election.

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Art. II, 5(d)

(d) A survivor benefit election shall be irrevocable at and after its effective date if the employee and the designated spouse shall be living at such date, except as otherwise provided in Section 5(a) of this Article II.

(e) For an employee who makes a survivor benefit election pursuant to Section 8(g) or who is deemed to have made such election under this Section 5, the reduced amount of the monthly basic benefit referred to in (a) above shall be equal to an amount determined by multiplying the monthly basic benefit otherwise payable to the employee by 95% if the employee's age and the eligible spouse's age are the same; except that, in the case of an employee whose basic benefits are subject to redetermination at age 62 and one month the amount of reduction in the monthly basic benefit before such age for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after age 62 and one month. Such percentage shall be increased by one-half of one percent ($1/2\%$) (up to a maximum of 100%) for each 12 months in excess of five (5) years that the spouse's age exceeds the employee's age and shall be decreased by one-half of one percent ($1/2\%$) for each 12 months in excess of five (5) years that the spouse's age is less than the employee's age.

(f)(1) The survivor benefit payable to the surviving spouse of a retired employee, or an employee who breaks seniority and is eligible for a deferred pension, who has completed an election or who is deemed to have made an election under this Section 5 and who dies after such election becomes effective, will be calculated as follows:

(i) for employees who retire or retired on or after November 1, 1976, or break seniority on or after October 1, 1999, the surviving spouse benefit shall be

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Art. II, 5(f)(1)(i)

a monthly benefit for the further lifetime of such surviving spouse equal to 65% of the reduced amount of such employee's monthly basic benefit as determined in (e) above. This benefit, when combined with the benefit determined in (e) above, shall be the retired employee's qualified joint and survivor annuity benefit, which shall be the normal form of benefit for a married employee.

(ii) for employees who have retired and whose surviving spouse elections became effective on or after September 1, 1964, but prior to November 1, 1976, the surviving spouse benefit shall be a monthly benefit for the further lifetime of such surviving spouse equal to 60% of the reduced amount of such employee's monthly basic benefit.

(iii) for employees who have retired and whose surviving spouse elections became effective prior to September 1, 1964, the surviving spouse benefit shall be a monthly benefit for the further lifetime of such surviving spouse equal to 55% of the reduced amount of such employee's monthly basic benefit.

(2) Notwithstanding the foregoing provisions of Section 5(f)(1):

(i) surviving spouses of former employees receiving or eligible to receive deferred vested benefits who broke seniority prior to October 1, 1999 are not covered by this Article II, Section 5(f), and

(ii) surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Article II, Section 10, are not covered by the provisions of this Article II, Section 5(f).

(3) Notwithstanding the above, the survivor benefit payable to the surviving spouse of an employee whose basic benefits are subject to redetermination at age 62 and one month pursuant to

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Section 4(a) of this Article II, shall be based on the monthly basic benefit payable to such employee after age 62 and one month.

(g) The surviving spouse of an employee:

(i) who dies on or after attaining age 65, or on or after attaining age 55 and after the employee is eligible to retire at the employee's option under Section 2(a)(1) or 2(a)(2) of this Article II, or at any age with 30 or more years of credited service, but before the first day of the month following the date on which the employee retires or before the commencement date of the employee's monthly pension in the case of an employee who retires and defers the receipt of the monthly pension, and

(ii) who, if the employee had retired at the date of death, would have been eligible for the election under subsection (a) of this Section 5, shall immediately be entitled to a monthly benefit during the spouse's lifetime, terminating with the last monthly payment before the spouse's death. The monthly benefit payable to the surviving spouse shall be the amount such spouse would have been entitled to receive under subsection (f) of this Section 5, if the employee had retired on the date of death under Sections 1, 2(a)(1), 2(a)(2) or 2(a)(3), whichever is applicable, of this Article II with benefits commencing the first of the following month and had effectively made the election under subsection (a) of this Section 5.

(h) The death of an otherwise eligible employee who has:

(i) been on disability leave prior to being continuously and totally disabled for a period of five months, and whose death was directly or indirectly a result of the condition which gave rise to the disability

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leave of absence (for example, excluding death as a result of homicide, suicide, or accidental death), and who has applied prior to death for retirement under Section 3 of this Article II, except that, effective October 1, 1999, in the case of an occupational injury or disease incurred in the course of employment with the Company resulting in death, the leave of absence requirement shall not apply, or

(ii) retired under Section 3 of this Article II, occurring on or after attaining age 55, but before the first day of the month following the date of death, shall not disqualify an otherwise eligible surviving spouse from receiving a benefit hereunder.

(i) In no event may an election for survivor benefits be made or changed after the death of the employee.

Section 6. Supplements

(a) An employee who retires under Section 2 (other than an employee referred to in Section 4(d) of this Article II, unless the Company or an Impartial Umpire under an applicable collective bargaining agreement determines the discharge should not result in the employee being ineligible for benefits under this Section 6), or Section 3 of this Article II, and who retires within five years of the last day worked for the Company will receive, in addition to the pension, certain supplements as set forth below:

(1) If the employee retires under Section 2 or Section 3 of this Article II with 30 or more years of credited service at the date of retirement, such employee shall be entitled to a monthly early retirement supplement until age 62 and one month in an amount which when added to the monthly pension

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under this Plan will equal the amount of total monthly benefit provided in the table set forth below, subject to subsequent provisions of this Section 6:

Retires With Benefits Payable Commencing	Total Monthly Benefit Rate For Determining Monthly Early Retirement Supplement Prior to Age 62 and One Month For Retirements With 30 or More Years of Credited Service			
	10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After
October 1, 2007 and After*	\$ 3,140	\$ 3,150	\$ 3,160	\$ 3,170

*including those employees retiring ~~October 1, 2011 (B)~~ and later.

(2) If the employee retires at the employee's option after attaining age 55 with benefits payable commencing on or after ~~October 1, 2007 (B)~~ with less than 30 years of credited service, such employee shall be entitled to a monthly interim supplement until the attainment of age 62 and one month equal to the amount provided immediately below for each year of credited service that such employee had at the date of retirement, subject to the provisions of (b), (e) and (g) of this Section 6:

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Age at Retirement	Monthly Amount* and Effective Date of Interim Supplement Payable Prior to Age 62 and One Month for Each Year of Credited Service			
	Retires With Benefits Payable Commencing on or After October 1, 2007			
	10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After**
	\$	\$	\$	\$
55	22.35	22.45	22.55	22.60
56	26.35	26.50	26.60	26.70
57	31.90	32.00	32.15	32.25
58	37.35	37.50	37.65	37.80
59	41.65	41.85	42.00	42.20
60	48.25	48.45	48.65	48.85
61	48.25	48.45	48.65	48.85

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

** including those employees retiring ~~October 1, 2011~~ (B) and later.

(b) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who retires at the employee's option shall be calculated assuming that the basic pension commences immediately after retirement, and such early retirement supplement and the interim supplement under provision (a)(2) of this Section 6 shall be reduced for any month prior to age 62 and one month, for which the employee becomes or could have

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become eligible for a Federal Social Security benefit, by an amount equal to the amount of the temporary benefit to which the employee would have been entitled if retired under Section 2(b) of this Article II.

(c) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who retires under Section 2(b) or Section 3 of this Article II shall be calculated on the assumption that the employee will receive a temporary benefit until age 62 and one month, even if such temporary benefit is not received by the employee until such age because of entitlement to Social Security Benefits.

(d) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who does not prevent the automatic election of the surviving spouse coverage provided under Section 5 of this Article II shall be calculated on the basis of the monthly pension the employee would have received if the employee had prevented such automatic election.

(e) Any of the supplements to which an employee is entitled shall commence on the first day of the month following the date on which the employee retires and shall be payable monthly thereafter until and including the first day of the month in which the employee (1) dies, (2) has the pension cease for any other reason, (3) is reemployed by the Company, or attains age 62 and one month, whichever occurs first.

(f) If a retired employee has been receiving a pension under Section 3 of this Article II and has been receiving a supplement and, on the basis of medical evidence satisfactory to the Company, it is found that such employee is no longer totally and permanently disabled and seniority is restored, or if such employee

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is reemployed by the Company, such employee shall not thereby forfeit any right thereafter to receive a supplement if such employee thereafter retires under this Pension Plan.

(g) If the total of the employee's monthly pension under this Pension Plan and the monthly early retirement supplement or interim supplement receivable as computed above would exceed 70% of the employee's final base pay, such monthly supplement (but not the monthly pension) shall be reduced to the extent required so that such monthly pension plus the supplement will equal 70% of the employee's final base pay. For this purpose, an employee's final base pay shall mean $173 \frac{1}{3}$ times the employee's Base Hourly Rate as defined in Article X.

Section 7. Special Benefit

(a) A retired employee, or a surviving spouse, (i) age 65 or older, or (ii) under age 65 and enrolled in the voluntary "Medicare" coverage that is available under the Federal Social Security Act by making contributions (in either case excluding the spouse of a former employee who received a deferred vested pension benefit under Article VII of the Plan), who is receiving a monthly benefit under Article II of the Plan which commenced prior to October 1, 1979, subject to (d) below, shall receive a monthly special benefit equal to the lesser of the generally applicable Medicare Part B premium, or \$76.20 for months commencing on or after January 1, 2004.

(b) In no event shall such payment commence prior to the first day of the month following the earlier of (i) the month during which age 65 is attained, or (ii) receipt by the Company of application on a form provided for this purpose from an otherwise eligible

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individual under age 65; except that, with respect to an otherwise eligible individual under age 65, payment shall commence with the first month of such enrollment, but in no event prior to October 1, 1979.

(c) Not more than one such payment shall be made to any individual for any one month. No such payment shall be made to any individual under age 65 for any month such individual is not enrolled for such voluntary "Medicare" coverage. No such payment shall be made under this Plan to any individual who retires with benefits payable commencing on or after October 1, 1979.

(d) The special benefit payable to an individual who is not enrolled in "Medicare" Part B as of October 1, 1990, but who was receiving a special benefit, is limited to \$28.00 per month. Such an individual will become entitled to the schedule of payments in subsection (a) above, upon proof of enrollment in "Medicare" Part B. Thereafter, continued receipt of a special benefit will be contingent on maintenance of "Medicare" Part B enrollment.

(e) For an individual enrolled in "Medicare" Part B as of October 1, 1990, or who first becomes eligible for "Medicare" Part B on or after October 1, 1990, receipt of a special benefit on and after January 1, 1991 is contingent upon continued enrollment in "Medicare" Part B.

**Section 8. Benefits for Employees Who Retired
With Benefits Payable Commencing
Prior to October 1, 2011**

An employee who retired under Article II of the Plan with benefits payable commencing prior to October 1, 2011, or the eligible surviving spouse of such an employee, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to October 1, 2011.

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(a) (1) Benefits payable to such retired employees or surviving spouses shall be equal to the benefits payable to the employee after age 65 based on the following table:

Retired With Benefits Payable Commencing	Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing
		October 1, 2011 and After
Prior to October 1, 1984	N/A	\$ 28.50*
October 1, 1984 through September 1, 1985	A	29.50
	B	29.75
	C	30.00
	D	30.25
October 1, 1985 through September 1, 1986	A	29.60
	B	29.85
	C	30.10
	D	30.35
October 1, 1986 through September 1, 1987	A	29.70
	B	29.95
	C	30.20
	D	30.45
October 1, 1987 through September 1, 1988	A	32.70
	B	32.95
	C	33.20
	D	33.45
October 1, 1988 through September 1, 1989	A	32.80
	B	33.05
	C	33.30
	D	33.55
October 1, 1989 Through September 1, 1990	A	32.90
	B	33.15
	C	33.40
	D	33.65

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Retired With Benefits Payable Commencing	Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing
		October 1, 2011 and After
October 1, 1990 through September 1, 1993	A	36.10
	B	36.35
	C	36.60
	D	36.85
October 1, 1993 through September 1, 1996	A	39.10
	B	39.35
	C	39.60
	D	39.85
October 1, 1996 through September 1, 1999	A	42.50
	B	42.75
	C	43.00
	D	43.25
October 1, 1999 through September 1, 2003	A	48.70
	B	48.95
	C	49.20
	D	49.45
October 1, 2003 and prior to October 1, 2007	A	52.90
	B	53.15
	C	53.40
	D	53.65
October 1, 2007 and prior to October 1, 2011	A	53.55
	B	53.80
	C	54.05
	D	54.30

* Including, if applicable, \$1.00 waived for election of a special survivor option.

(2) Benefits payable to employees retired on and after October 1, 1973, shall be based on the Benefit Class Code applicable to the employee, determined as though the maximum base hourly rate of the employee's job classification had included the

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amount of any wage inequity adjustment made applicable to such job classification on or after September 14, 1973, and prior to the employee's loss of seniority.

(3) If an employee whose monthly basic benefit otherwise would have been redetermined at age 62 attains age 62 on or after March 1, 1982, such redetermination shall be effective at age 62 and one month.

(b) Any temporary benefits payable to such retired employees until age 65 if retired with benefits payable commencing before March 1, 1974, or age 62 if retired with benefits payable commencing on or after March 1, 1974, or age 62 and one month for a retired employee who attains age 62 on or after March 1, 1982, or, in any case, if earlier, until the age at which the employee becomes or could have become eligible for a Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age shall be equal to the temporary benefits payable to the employee prior to such age 65 (or age 62 or age 62 and one month) or earlier age based on the following table:

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
Prior to September 1, 1964	\$ 15.90	\$ 397.50
September 1, 1964 and prior to October 1, 1967	16.40	410.00
October 1, 1967 and prior to October 1, 1970	16.65	416.25
October 1, 1970 and prior to March 1, 1974	17.15	428.75
March 1, 1974 and prior to October 1, 1976	18.15	453.75
October 1, 1976 and prior to October 1, 1978	18.65	466.25
October 1, 1978 and prior to October 1, 1979	19.65	491.25
October 1, 1979 and prior to October 1, 1980	20.65	516.25
October 1, 1980 and prior to October 1, 1981	21.65	541.25
October 1, 1981 and prior to January 1, 1983	22.65	566.25

* Benefit payable for months commencing ~~October 1,~~
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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
January 1, 1983 and prior to October 1, 1985	\$ 22.65	\$ 679.50
October 1, 1985 and prior to October 1, 1986	23.65	709.50
October 1, 1986 and prior to October 1, 1987	24.65	739.50
October 1, 1987 and prior to October 1, 1988	24.85	745.50
October 1, 1988 and prior to October 1, 1989	25.95	778.50
October 1, 1989 and prior to October 1, 1990	27.05	811.50
October 1, 1990 and prior to October 1, 1991	29.40	882.00
October 1, 1991 and prior to October 1, 1992	31.60	948.00
October 1, 1992 and prior to October 1, 1993	33.70	1,011.00
October 1, 1993 and prior to October 1, 1994	34.40	1,032.00

* Benefit payable for months commencing ~~October 1, 2007~~ (B).

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
October 1, 1994 and prior to October 1, 1995	\$ 35.35	\$ 1,060.50
October 1, 1995 and prior to October 1, 1996	36.50	1,095.00
October 1, 1996 and prior to October 1, 1997	36.75	1,102.50
October 1, 1997 and prior to October 1, 1998	38.00	1,140.00
October 1, 1998 and prior to October 1, 1999	39.65	1,189.50
October 1, 1999 and prior to October 1, 2000	39.85	1,195.50
October 1, 2000 and prior to October 1, 2001	41.45	1,243.50
October 1, 2001 and prior to October 1, 2002	43.35	1,300.50
October 1, 2002 and prior to October 1, 2003	45.45	1,363.50
October 1, 2003 and prior to October 1, 2004	46.75	1,402.50

* Benefit payable for months commencing ~~October 1,~~
~~2007(B).~~

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
October 1, 2004 and prior to October 1, 2005	\$ 48.05	\$ 1,441.50
October 1, 2005 and prior to October 1, 2006	49.50	1,485.00
October 1, 2006 and prior to October 1, 2007	50.80	1,524.00
October 1, 2007 and prior to October 1, 2008	50.80	1,524.00
October 1, 2008 and prior to October 1, 2009	51.00	1,530.00
October 1, 2009 and prior to October 1, 2010	51.20	1,536.00
October 1, 2010 and prior to October 1, 2011	51.40	1,542.00

* Benefit payable for months commencing ~~October 1, 2011(B)~~.

(c)(1) An employee who retired under Article II of this Plan with 30 or more years of credited service who is receiving a monthly early retirement supplement which commenced prior to ~~October 1, 2011(B)~~ shall receive an early retirement supplement, as follows:

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Retired With Benefits Payable Commencing	Payable to Age 62 and One Month
Prior to October 1, 1984	\$ \$ 1,545.00
October 1, 1984 and prior to October 1, 1985	1,640.00
October 1, 1985 and prior to October 1, 1986	\$ \$ 1,650.00
October 1, 1986 and prior to October 1, 1987	1,660.00
October 1, 1987 and prior to October 1, 1988	1,905.00
October 1, 1988 and prior to October 1, 1989	1,915.00
October 1, 1989 and prior to October 1, 1990	1,925.00
October 1, 1990 and prior to October 1, 1993	2,150.00
October 1, 1993 and prior to October 1, 1996	2,320.00
October 1, 1996 and prior to October 1, 1999	2,505.00
October 1, 1999 and prior to October 1, 2003	2,850.00
October 1, 2003 and prior to October 1, 2007	3,140.00
October 1, 2007 and prior to October 1, 2011	3,170.00

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The amount of any monthly supplement payable to an employee who retired under Article II of the Plan with benefits commencing prior to ~~October 1, 2011~~ (B) shall be redetermined to the amount of supplement which would have been payable had the applicable benefit rates set forth in this Section 8 been in effect when such employee's benefits commenced. If such retired employee is entitled as of ~~October 1, 2011~~ (B) to receive Social Security benefits, and became so entitled before ~~October 1, 2011~~ (B), any increase in the temporary benefit provided in provision (b) of this Section 8 shall not be considered in redetermining the supplement until the retired employee ceases to be so entitled.

(2) An employee who retired under Article II of this Plan at the employee's option after attaining age 55 with less than 30 years of credited service who is receiving an interim supplement which commenced prior to ~~October 1, 2011~~ (B) shall receive, for months commencing on and after ~~October 1, 2011~~ (B), an interim supplement, as follows:

Age at Retirement	Monthly Amount* and Effective Date of Interim Supplement Payable Prior to Age 62 and One Month for Each Year of Credited Service	
	Retired With Benefits Payable Commencing	
	October 1, 2003 Through September 1, 2007	October 1, 2007 Through September 1, 2011
	\$	\$
55	22.35	22.60
56	26.35	26.70
57	31.90	32.25
58	37.35	37.80
59	41.65	42.20
60	48.25	48.85
61	48.25	48.85

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

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(d) The survivor benefit payable to the surviving spouse of a retired employee who completed an election of the special survivor option first available in 1968 and who dies after such election becomes effective, shall be a monthly benefit for the further lifetime of such surviving spouse equal to \$14.10 for each year of credited service that such retired employee had at the date of retirement, with respect to benefits payable for any month commencing on or after October 1, 2007.

(e) An employee who retired under Article II of the Plan, or who is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII of the Plan, and who has surviving spouse coverage in effect but whose designated spouse predeceases the employee, may have the monthly basic pension benefit restored to the amount payable without such coverage, effective the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death).

(f) In lieu of receiving a reduced amount of any increase in benefits otherwise payable under this Section 8 on or after April 1, 1971, in order to provide an increase in the amount of survivor benefit otherwise payable, an employee who retired under Article II of the Plan with benefits payable commencing prior to November 23, 1970, who is divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election with respect to increases in benefits on or after April 1, 1971 and have the monthly

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basic pension benefit restored to the amount payable without such election effective the first day of the third month following the month in which the Company receives such employee's written revocation on a form approved by the Company and accompanied by such Qualified Domestic Relations Order and evidence satisfactory to the Company of a final decree of divorce.

(g) An employee who retired or retires under Article II of the Plan with benefits payable commencing on or after January 1, 1962, who marries, or remarries, subsequent to the earliest date survivor benefit coverage is in effect pursuant to Sections 5(a) or 10(a), or was not in effect on such date solely because the retired employee was not then married, may elect, or re-elect, survivor benefit coverage. Any such coverage, and the benefits thereunder, shall be provided under the terms and conditions of the Plan in effect at the time of the employee's retirement. For elections effective January 1, 1997, and thereafter, such coverage shall become effective upon receipt by the Company of a completed election form but no earlier than the one year anniversary of the marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one year anniversary date.

Notwithstanding the above, effective October 1, 2003 through December 31, 2009, a retiree who marries or remarries and adds such retiree's spouse to health care or life insurance coverage within 12 months of such marriage or remarriage will be deemed to have automatically elected surviving spouse coverage, effective with the one year anniversary of such marriage or remarriage and the applicable reduction in the retiree's benefit will commence, provided eligibility is met.

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Art. II, 8(g)

Beginning January 1, 2010, a retiree who marries or remarries and wishes to elect surviving spouse coverage, must contact the GM Benefits and Services Center directly within 18 months of such marriage or remarriage in order to elect such coverage. The applicable reduction in the retiree's benefit will commence effective with the one year anniversary of such marriage or remarriage, provided eligibility is met.

In no event, shall such election be effective if the retiree previously rejected survivor coverage.

A retiree may revoke coverage after the coverage is in place, but within 18 months of marriage, by submitting a completed Form HRP-60A including notarized spousal signature of consent. If such revocation is executed, the cost for the survivor coverage applied to the retiree's benefit for the applicable time period is not reimbursable.

After 18 months, the provisions outlined in Article II, Section 10(h) apply and coverage is irrevocable except for death of a spouse or divorce as provided in Article II, Section 5(a).

No election provided hereunder other than the automatic election described immediately above shall become effective under any circumstance for any retired employee whose completed election form is received by General Motors LLC after the retired employee has been married one year (18 months on or after October 1, 1996).

This subsection (g) also shall be applicable to an employee retired with benefits payable commencing on or after ~~October 1, 2011~~ (B).

(h) Monthly benefits payable under this Section 8 on and after ~~October 1, 2011~~ (B) shall not be limited by

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the 70% benefit limitation in Section 6(g) of this Article II.

Section 9. Employees Not Actively at Work

(a) The absence of an employee from active work at the time such employee would be eligible to retire under the Plan shall not preclude the employee's retirement without return to active work.

(b) In the case of an employee absent from work who dies while performing qualified military service (as defined under section 414(u) of the Code), such employee shall be treated as having returned to work the day before the date of death for the purpose of determining such employee's survivor benefit (if any).

Section 10. Joint and Survivor Coverage

(a) In lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the provisions of Section 3 of this Article II who is under age 55 and has less than 30 years of credited service shall be deemed to have elected automatically a reduced amount of monthly basic benefit, up to and including the month in which the retired employee dies or attains age 55, whichever occurs first, and a monthly survivor's benefit, beginning on the first day of the month after the retired employee would have reached age 55 shall be payable to the designated spouse during the further lifetime of the spouse.

(b) This automatic election shall be deemed to have been made at the time the employee shall apply or shall have applied for a disability pension benefit (with the election being effective the first day of the month for which the first benefit under the Plan is payable).

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Art. II, 10(c)

(c) The automatic election provided in this Section 10 shall be applicable only with respect to a spouse to whom the employee is married on the date of such election and only if the retired employee and the spouse shall have been married throughout the one-year period ending on the date of the retired employee's death.

(d) An employee may prevent the automatic election provided in this Section 10 during the 180 day period prior to the effective date as set forth in subsection (b) of this Section 10, by specific written rejection which includes the written consent of the spouse that acknowledges the effect of the rejection and that is witnessed by a notary public on a form approved by General Motors LLC.

(e) In any event, the election shall automatically be canceled:

(i) if the employee's disability retirement status terminates other than by death prior to the first day of the month after the retired employee attains age 55, or

(ii) if the retired employee survives on a disability retirement status until the first day of the month after the attainment of age 55, at which time the coverage described in Section 5 of this Article II becomes applicable.

(f) The amount of the monthly basic benefit payable to an employee deemed to have made the election provided hereunder shall be determined by reducing actuarially the amount of such benefit for the cost of the survivor benefit payable in the event of the retired employee's death before the first of the month following the attainment of age 55. The actuarial reduction shall be based on the age of the retired employee and the spouse (the age of each being

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Art. II, 10(f)

determined as their age at the birthday nearer the date on which the benefits commence) and shall reflect the higher mortality associated with being disabled. Reduction factors at selected ages for disability survivor coverage before age 55 are set forth in the following table:

Age of Employee When Benefits Commence	Age Difference Between Disabled Employee and Spouse				
	Spouse Is:				
	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
	%	%	%	%	%
30	8.6	8.1	7.5	6.7	5.9
35	10.4	9.9	9.2	8.3	7.2
40	12.5	11.8	11.0	10.0	8.8
45	14.3	13.5	12.7	11.6	10.3
50	13.9	13.2	12.4	11.4	10.2
51	13.1	12.5	11.7	10.8	9.7
52	10.4	9.9	9.3	8.6	7.7
53	3.4	3.2	3.0	2.8	2.5
54	3.4	3.3	3.1	2.8	2.5

NOTE: Actuarial reduction factors for ages not shown will be calculated on the same basis as the factors shown.

(g) The amount of the monthly benefit payable to the surviving spouse of a retired employee deemed to have made the election specified hereunder shall be 50% of the amount of the monthly basic benefit payable to the retired employee after the reduction provided in subsection (f) of this Section 10.

(h) Anything in the Plan to the contrary notwithstanding, if the designated spouse of a retired employee deemed to have made the election provided hereunder (1) shall predecease such retired employee,

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Art. II, 10(h)

or (2) they are divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election and the monthly basic benefit of such retired employee shall be restored to the amount payable without such election, effective (aa) the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on and after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death), or (bb) the first day of the third month following the month in which the Company receives such employee's written revocation of the election because of divorce, on a form approved by the Company, and accompanied by evidence satisfactory to the Company, of a final decree of divorce.

(i) No benefit shall be payable under this Section 10 for any month for which benefits are payable under Article II, Section 5(h) or Section 11 of this Plan.

(j) Information regarding this coverage is included in the summary plan description, which will be provided to each employee. Within a period of not greater than 180 days and not less than 30 days prior to the annuity starting date, each participant shall be provided a written explanation of: (i) the terms and conditions of the surviving spouse coverage; (ii) the participant's right to make and the effect of an election to waive the surviving spouse coverage; (iii) the rights of the participant's spouse; and (iv) the right to make and the effect of a revocation of a previous selection to waive the surviving spouse coverage.

(k) In no event may an election for survivor benefits be made or changed after the death of the employee.

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Art. II, 11(a)

**Section 11. Pre-Retirement Survivor Coverage to
Comply With the Retirement Equity
Act of 1984**

(a) An employee who:

(i) has either 5 or more years of credited service, or 5 years of "service" as provided under Article III, Section ~~65~~, or

(ii) breaks seniority on or after ~~October 1, 2011~~ (B) and who is eligible for a deferred pension under Article VII, Section 2,

and in either case is not eligible for the survivor benefit coverage provided under Section 5 of this Article II, shall have the pre-retirement survivor coverage described herein.

Such coverage shall remain in full force and effect until the date on which the employee or former employee becomes eligible for the survivor benefit coverage provided under Article II, Section 5, at which time the pre-retirement survivor coverage described herein shall cease to be effective.

In the event the employee or former employee predeceases the designated spouse while the pre-retirement survivor coverage provided hereunder is in effect, the designated spouse shall be eligible, during the further lifetime of such spouse, for a monthly benefit commencing on the first of the month following the month in which the employee or former employee would have become eligible to retire at the option of the employee.

The amount of any such monthly survivor benefit shall be determined by the basic benefit rate in effect for the employee on the date of death of

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Art. II, 11(a)(ii)

such employee, or the date seniority broke for a former employee.

(b) The survivor coverage provided hereunder for an employee or former employee shall be effective on the date the employee or former employee attains 5 years of credited service or "service" as provided under Article III, Section ~~6~~5.

(c) The survivor coverage provided hereunder shall be effective with respect to a spouse to whom the employee or former employee is married, but only if the couple shall have been married throughout the one-year period ending on the date of the employee's or former employee's death.

(d) Subsections (b) and (c) notwithstanding, if an employee or former employee marries or remarries, such coverage shall be in effect in favor of the spouse upon such marriage or remarriage, unless, in the case of remarriage, a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) requires such coverage to remain in effect for the former spouse. The effective date of any such coverage shall be in accordance with subsection (c) of this Section 11.

(e) The coverage provided hereunder shall be canceled automatically on the date when any employee or former employee becomes eligible for the survivor coverage provided under the provisions of Article II, Section 5 of the Plan.

(f) The monthly benefit amount payable hereunder to any eligible surviving spouse shall be 50% of the monthly amount of the basic benefit as determined in Article VII, Section 2(b) otherwise payable at the (i) date of death to the employee, or (ii) date seniority broke for a former employee, after any reduction provided in Section 2(c) of Article VII.

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Art. II, 11(g)

(g) No benefit shall be payable under this Section 11 for any month for which benefits are payable under Article II, Section 5 or Section 10 of this Plan.

(h) Information regarding the coverage provided hereunder is included in the summary plan description, which will be provided to each employee covered by the Pension Plan, in accordance with The Employee Retirement Income Security Act (ERISA).

(i) The pre-retirement survivor coverage provided hereunder will apply to eligible employees and former employees separated from service:

(1) whose last day worked for General Motors LLC was on or after October 1, 1976, and

(2) who have entitlement to but have not commenced receipt of deferred vested benefits, and

(3) who were alive as of August 23, 1984.

Section 12. Contingent Annuitant Option

(a) Effective April 1, 2004, in lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the normal or early provisions of this Article II may elect to receive during the employee's lifetime a reduced amount of monthly basic benefit in order to provide for a survivor benefit to be payable to a contingent annuitant who may be any person designated by the employee provided the employee's election has become effective and the contingent annuitant is living at the employee's death. The survivor benefit is payable during the further lifetime of such contingent annuitant; provided that the employee completes the election on a form

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Art. II, 12(a)

approved by the Company and files it with the Company not more than one hundred eighty (180) days and not less than thirty (30) days prior to the Annuity Start Date.

If married and the designated contingent annuitant is the employee's spouse, the employee may elect a qualified optional survivor annuity equal to a 75% Contingent Annuitant Option utilizing the factors in the Rate Table set forth below in subsection (d). Spousal consent is required for the employee to waive the qualified joint and survivor annuity under Art. II, (5)(f)(1)(i) above and elect this payment option. Within 180 days but not less than 30 days prior to the annuity starting date, each employee shall be provided a written explanation of: (i) the terms and conditions of the qualified joint and survivor annuity coverage; (ii) the right to make and the effect of an election to waive the qualified joint and survivor annuity coverage; (iii) the rights of the employee's spouse; and (iv) the right to make and the effect of revocation of a previous selection to waive the qualified joint and survivor annuity coverage.

If married, the written consent of the spouse that identifies the contingent annuitant, acknowledges the effect of the election, and that is witnessed by a notary public, on a form approved for this purpose by the Company and filed with the Company, will be required. The written consent of the spouse is limited to a benefit for the designated contingent annuitant only.

(b) The option shall be revoked automatically upon the death of the employee or the designated contingent annuitant, or both, prior to the effective date of the election.

(c) Once the option has become effective it cannot be rescinded except for an employee who is not married at retirement and designates a contingent annuitant and subsequently marries. In such case the contingent annuitant option may be rescinded with the submission of evidence, satisfactory to the Company, of the good health of the contingent annuitant and the employee, in conjunction with the employee's election for surviving spouse benefits under Article II, Section 5.

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Art. II, 12(d)

(d) The amount of monthly basic benefit payable to such contingent annuitant if such contingent annuitant is living at the death of the employee shall equal any amount, in 5% increments, up to and including 100% of the employee's reduced monthly basic benefit except that in the case of an employee whose monthly basic benefit is subject to redetermination at age 62 and one month, the amount of reduction in the monthly basic benefit before such

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Art. II, 12(d)

age for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after age 62 and one month and the basic benefit payable to the contingent annuitant shall be based on the monthly basic benefit payable to such employee after age 62 and one month.

Benefits payable to the contingent annuitant shall be increased to the extent necessary to provide the monthly contingent annuitant benefit equal to the benefit which would have been payable to the contingent annuitant had the basic benefit payable to the employee after age 65 been based on the table in Article II, Section 8(a)(1).

The amount of the employee's reduced monthly benefit shall be determined so that the Actuarial Value of the reduced amount of monthly benefit payable to the employee and the Actuarial Value of the amount of monthly benefit to be continued to the designated contingent annuitant is as follows:

Contingent Annuitant Option Rate Table			
Full Years Contingent Annuitant is Older (+) or Younger (-) Than Employee*	Factors to Convert Employee's Monthly Basic Benefit to Contingent Annuitant Option for Indicated Percentage** Payable to Contingent Annuitant		
	100%	75%	50%
+20	95.50	96.00	100.00
+19	95.00	95.50	99.50
+18	94.50	95.00	99.00
+17	94.00	94.50	98.50
+16	93.50	94.00	98.00
+15	93.00	93.50	97.50
+14	92.50	93.00	97.00
+13	92.00	92.50	96.50
+12	91.50	92.00	96.00
+11	91.00	91.50	95.50
+10	90.50	91.00	95.00
+9	89.75	90.50	94.50

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Contingent Annuitant Option Rate Table			
Full Years Contingent Annuitant is Older (+) or Younger (-) Than Employee*	Factors to Convert Employee's Monthly Basic Benefit to Contingent Annuitant Option for Indicated Percentage** Payable to Contingent Annuitant		
	100%	75%	50%
+ 8	89.00	90.00	94.00
+ 7	88.25	89.50	93.50
+ 6	87.50	89.00	93.00
+ 5	86.75	88.50	92.50
+ 4	86.00	88.00	92.00
+ 3	85.25	87.50	91.50
+ 2	84.50	87.00	91.00
+ 1	83.75	86.50	90.50
0	83.00	86.00	90.00
- 1	82.25	85.50	89.50
- 2	81.50	85.00	89.00
- 3	80.75	84.50	88.50
- 4	80.00	84.00	88.00
- 5	79.25	83.50	87.50
- 6	78.50	83.00	87.00
- 7	77.75	82.50	86.50
- 8	77.00	82.00	86.00
- 9	76.25	81.50	85.50
-10	75.50	81.00	85.00
-11	75.00	80.50	84.50
-12	74.50	80.00	84.00
-13	74.00	79.50	83.50
-14	73.50	79.00	83.00
-15	73.00	78.50	82.50
-16	72.50	78.00	82.00
-17	72.00	77.50	81.50
-18	71.50	77.00	81.00
-19	71.00	76.50	80.50
-20	70.50	76.00	80.00

* Actuarial reduction factors not shown will be calculated on the same basis as the factors shown

** Other percentage levels, in 5% increments, may be elected

Notwithstanding any of the above, where the contingent annuitant is other than the employee's spouse, the Actuarial Value of the benefit payable to the employee as of the employee's actual retirement

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date must be more than 50% of the Actuarial Value of the benefit payable to the employee and the employee's contingent annuitant.

(e) Effective October 1, 2008, an employee who retires pursuant to the Total and Permanent Disability retirement provisions of this Article II, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII hereof, will be eligible to make an irrevocable election upon retirement for the 75% Contingent Annuitant Option rate only under subsection (d) above, payable to the contingent annuitant. The amounts payable under this subsection (e) shall not be subject to any subsequent redetermination.

Section 13. Ineligibility for Pension Increases

Notwithstanding any other provision of this Article II, if a participant has an overpayment under the Life and Disability Benefits Program they shall be eligible for only 50% of the amount of any otherwise applicable increase to their monthly basic pension benefit in effect on or after October 1, 2007. Any such reduction shall not serve to increase any benefit otherwise payable. In any given year, the amount of the reduced basic benefit increase will be determined by multiplying the amount of basic benefit increase a similarly situated retiree without an overpayment receives, by 50%. This provision will not reduce a basic benefit increase already in pay status.

When the total accumulated difference in the monthly basic benefit payable to a retiree described above and the monthly basic benefit payable to a similarly situated retiree without any overpayment is equal to a retiree's outstanding overpayment, the retiree's

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Art. II, 13

monthly basic benefit will increase, on a prospective basis only, to the same basic benefit as the similarly situated retiree with no overpayment would receive.

Upon the death of a participant with a monthly basic benefit which is reduced pursuant to these provisions, any surviving spouse benefit payable will be calculated as if no such reduction was in place.

ARTICLE III

CREDITED SERVICE

**Section 1. Credited Service Subsequent to
October 1, 1950**

(a)(1) Credited service shall be computed for each calendar year for each employee on the basis of total hours compensated by any plant or Division of General Motors LLC during such calendar year while the employee has unbroken seniority. For purposes of this Article III, Section 1, effective October 1, 1996, seniority shall mean longest unbroken plant seniority, or Corporate seniority, if greater. Any calendar year in which the employee has 1700 or more compensated hours shall be counted a full calendar year. Where the employee's total hours compensated during a calendar year are less than 1700 hours, a proportionate credit shall be given to the nearest 1/10 of a year.

(2) For the purpose of computing credited service, hours of pay at premium rate shall be computed as straight time hours.

(b) For the purpose of computing compensated hours under subsection (a) of this Section 1:

(1) An employee with seniority on or after

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Art. III, 1(b)(1)

January 1, 1968 who is absent from work during any calendar year thereafter because of layoff or while on a General Motors LLC approved sick leave, shall be credited with 40 hours for each complete calendar week of such absence during such year in addition to any other hours credited, provided that such employee shall have received pay from General Motors LLC during that year for at least 170 hours, and provided further that if such absence commences in calendar year 1970 or later, and such layoff or sick leave continues into the following year, the employee shall be credited with 40 hours, hereinafter referred to as "bank hours", for each complete calendar week of absence in the following year, not to exceed 1530 "bank hours" of credit for all such absence related to receipt of such pay from the Company in the first year.

An employee who is recalled from permanent layoff and returns to work on or after October 1, 1984 shall become eligible for the 1530 "bank hours" of credit hereunder, applicable during a sick leave or layoff, on the later of: (1) receipt of pay from the Company for at least 170 hours, or (2) the day next following the 12th week of pay from one or more GM plants within a calendar year. If the employee receives pay from the Company for 170 or more hours prior to the 12th week in (2) immediately above, the employee shall become eligible for "bank hours" equal to the number of hours worked since recall, plus any "bank hours" to which the employee was entitled immediately before such return to work, but in no case to exceed 1530 "bank hours".

An employee who returns to work on or after October 1, 1979 and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be disqualified, solely because of the receipt of such pay, from receiving any such credit for which the employee otherwise would

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Art. III, 1(b)(1)

be eligible hereunder. For the purposes of this subsection only, an employee who is laid off subsequent to October 1, 1979 and whose first day of absence due to such layoff is the first regularly scheduled work day in the January next following the last day worked shall be deemed to have been laid off on December 31 of the year in which the employee last worked. A part-time employee shall be credited for any week of such absence in the same percentage relationship as such employee's regular part-time schedule is to 40 hours.

An employee who (i) is at work on or after March 1, 1982; (ii) has 10 or more years of seniority at time of layoff commencing on or after March 1, 1982; (iii) while on such layoff has received the maximum of 1530 "bank hours" of credit for periods of absence due to layoff or Company approved sick leave in accordance with the preceding paragraph of this Section 1(b)(1); and (iv) continues thereafter to be absent due to such layoff shall be credited with 40 "bank hours" for each complete calendar week of absence due to such layoff up to a maximum of 1700 hours of credit.

(2) An employee who is absent from work because of occupational injury or disease incurred in the course of such employee's employment with the Company, and on account of such absence receives Workers Compensation while on Company approved leave of absence shall be credited with 40 hours for each complete calendar week of such absence after September 1, 1961.

(c) Any salaried employee transferred to an hourly-rate job on or before December 31, 2006 who thereby becomes an employee covered by the Plan shall have credited to the nearest 1/10 year any Part A

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Art. III, 1(c)

credited service the employee had as of the date of such transfer under the GM Retirement Program for Salaried Employees.

(d) If an employee who retired is rehired, such employee may accumulate additional credited service by reason of such reemployment.

(e) For the purpose of computing compensated hours under subsection (a) of this Section 1:

(1) An employee who after October 1, 1950 and prior to June 1, 1955 was absent from work because such employee entered into active service in the armed forces of the United States and who was given a Company approved leave of absence for such period shall be credited with the number of hours that the employee would have been scheduled to work during such absence.

(2) An employee, who on or after June 1, 1955 was or is absent from work to enter into (or remain in) active service in the armed forces of the United States and for that reason was or is given a General Motors LLC approved leave of absence, shall be credited with 40 hours for each complete calendar week while on such leave; provided, however, that credited service based on such hours shall not exceed five years (including credited service, if any, granted under subsection (e)(1) of this Section 1), or such longer period during which the employee has reemployment rights pursuant to any Federal law, and provided, further, that the employee is reemployed in accordance with the terms of such leave of absence or, if reemployed by General Motors LLC at a location other than the location from which the leave was granted, within 90 days from the date of discharge from the armed forces. In the event the employee shall die while in active service in the armed forces of the

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Art. III, 1(e)(2)

United States, (i) such employee shall be deemed to be reemployed on the day preceding death and terminated employment on the actual date of death, and (ii) the survivors of the employee shall be entitled to any additional benefits that would have been provided under the Plan had the employee resumed employment on the day preceding death and to have terminated employment on account of death.

(f) Any employee hired prior to January 1, 2007 on an hourly-rate job who has Part A credited service under the GM Retirement Program for Salaried Employees but who is not vested or who has lost credited service under the GM Retirement Program for Salaried Employees, shall, upon making proper application, have such service accrued prior to January 1, 2007 credited to the nearest 1/10 year; provided that the employee acquires or acquired seniority following the loss of such credited service.

(g) If a former salaried employee who is entitled to a deferred retirement benefit under Part A of the General Motors Retirement Program for Salaried Employees is reemployed by General Motors LLC prior to January 1, 2007 and acquires seniority prior to the commencement of such deferred retirement benefit, such employee shall, upon making proper application, have reinstated, in lieu of the deferred retirement benefit, the credited service lost at the time the employee became entitled to such deferred retirement benefit.

(h) An employee with at least five years of seniority:

(1) on January 1, 1968 who was absent from work because of layoff during any calendar year after December 31, 1955 and before January 1, 1963, or

(2) on December 10, 1973 who was absent from work because of layoff during any calendar year after December 31, 1950 and before January 1, 1956, or

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Art. III, 1(h)(3)

(3) on October 1, 1979 who was absent from work because of layoff during any calendar year after December 31, 1962 and before January 1, 1968, or

(4) on October 1, 1984 who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984, or

(5) on October 1, 1993 who was absent from work because of layoff during any calendar year after December 31, 1973 and before January 1, 1977, or

(6) on October 1, 1996 who was absent from work because of layoff during any calendar year after December 31, 1983 and before January 1, 1986, or

(7) on October 1, 1999 who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984, or

(8) on October 1, 2003 who was absent from work because of layoff during any calendar year after December 31, 1986 and before January 1, 1990,

shall be credited with 40 hours for each complete calendar week of such absence, not previously credited under this Section 1, during which the employee had seniority multiplied by a percentage as set forth in the following table:

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Art. III, 1(h)(8)

Employee's Seniority on January 1, 1968 in the Case of (1) Above or December 10, 1973 in the Case of (2) Above or October 1, 1979 in the Case of (3) Above or October 1, 1984 in the Case of (4) Above or October 1, 1993 in the Case of (5) Above or October 1, 1996 in the Case of (6) Above or October 1, 1999 in the Case of (7) Above or October 1, 2003 in the Case of (8) Above	%
20 years or more	100
15 years but less than 20 years	75
10 years but less than 15 years	50
5 years but less than 10 years	25

provided that the employee makes proper application.

(i) In no event shall any employee be credited with more than 1700 hours, including compensated hours, in any calendar year. No employee shall be credited with any service after retirement. There shall be no duplication of credited service under the Plan. Not more than one year of credited service shall be credited to any employee in any calendar year, except as otherwise provided in Section 54 of this Article III with respect to foundry service.

(j) Notwithstanding any other Section of this Article III, in the case of an employee who shall retire on or after October 1, 1987, the employee's credited service for the period before January 1, 1966 shall not be less than the employee's seniority as of December 31, 1965 as determined under the Collective Bargaining Agreement.

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Art. III, 1(k)

(k) Notwithstanding any other Section of this Article III, in the case of an employee who shall retire on or after October 1, 2007, the employee's credited service for the period prior to January 1, 1996 shall not be less than the employee's seniority as of December 31, 1995.

Section 2. Loss of Credited Service

Subject to the provisions of Article III, Section-~~65~~, and Article VII, Section 2, an employee will lose all credited service for purposes of this Plan:

- (a) if the employee quits,
- (b) if the employee is discharged or released,
- (c) if the employee's seniority is broken for any other reason.

Section 3. Reinstatement of Credited Service

(a) Any employee with seniority on or after ~~October 1, 2011~~ (B) who breaks seniority and thereby loses or has lost credited service under Section 2 of this Article III and then is or was later reemployed by any plant or Division of General Motors LLC shall have, upon making proper application, such credited service reinstated provided the employee subsequently acquires or acquired seniority.

(b) Any employee retired under the provisions of this Plan who subsequently has seniority reinstated, will have credited service at the time of retirement reinstated.

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Section 4. ~~Service With a Foreign Subsidiary~~

~~An employee with seniority prior to October 1, 2011 (B) whose employment as an hourly employee with a directly or indirectly wholly owned or substantially wholly owned foreign subsidiary of General Motors LLC has terminated other than by retirement, shall be granted credited service under this Plan for any periods of active service with such foreign subsidiary or, if greater, the amount of service credited to such employee under any pension or retirement plan of the foreign subsidiary at the time of termination, provided such service was prior to the most recent period of active service credited under this Plan.~~

~~Any monthly benefits payable under this Plan to a retired employee who has received credited service under this Section 4 will be reduced by an amount equivalent to the total of any monthly benefits that could be payable to such employee under any retirement plan to which the foreign subsidiary has contributed, excluding, however, any such plan or any portion of any such plan providing retirement benefits purchased solely by voluntary employee contributions. Any survivor's benefits payable under this Plan to a survivor of such an employee shall be subject to similar reduction by monthly survivor's benefits payable under any plan to which the foreign subsidiary has contributed.~~

Section 54. Foundry Service

An employee with seniority on or after ~~October 1, 2011~~(B) who at retirement has over 10 years of credited service which such employee accrued while employed on certain foundry job classifications as set forth in Appendix B, shall receive additional credited service related thereto. Total credited service for any such employee who retires with benefits payable

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Art. III, 54

commencing on or after October 1, 1975 shall be the sum of (i) credited service otherwise credited to the employee, and (ii) any such additional credited service which shall be credited to the employee in accordance with the following table:

Years of Credited Service Credited on Foundry Jobs	Additional Credited Service
For years 1 through 10	0
For years 10.1 through 25	33-1/3%
For years over 25	20%

If any such employee is continuously employed exclusively on such foundry jobs in a calendar year, such additional credited service shall apply to any credited service otherwise credited to the employee for such year. If any such employee (i) is not continuously employed in a calendar year, or (ii) is employed on other than such foundry jobs in such year, such additional credited service shall apply to any credited service otherwise credited to the employee for such year in accordance with the following table:

If Credited Service Otherwise Credited to Employee For Calendar Year is	Additional Credited Service Applies to Such Year Only if Employee Spent Following Minimum Number of Complete Calendar Weeks on Foundry Jobs During Such Year
1.0 (year)	26
.9	23
.8	21
.7	18
.6	16
.5	13
.4	10
.3	8
.2	5
.1	3

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Art. III, 54

No additional credited service shall be granted for any calendar year in which any such employee spends less than the minimum required number of complete calendar weeks on such foundry jobs, as indicated above.

If any such employee is on such foundry job at the commencement of a layoff or approved leave of absence, such additional credited service shall apply to any credited service otherwise credited to the employee while on such layoff or approved leave of absence.

**Section-65. Hours, Years and Breaks in Service to
Comply With The Employee Retirement
Income Security Act of 1974**

(a) An employee who breaks seniority on or after October 1, 1976 who would be eligible for a deferred pension under Article VII, Section 2, except solely for the fact that the employee does not have at least 5 years of credited service under the foregoing Sections of this Article III, shall be eligible for a deferred pension under the provisions of Article VII, Section 2 if, at the time the employee breaks seniority, such employee has 5 years of service solely as determined under this Section-65.

(b) The monthly amount of any such deferred pension shall be based solely on the credited service that the employee had under the foregoing Sections of this Article III when the employee broke seniority.

(c) No employee shall be eligible to be covered under this Section 65 until such employee (i) attains age 21, or (ii) completes 1 year of service under this Section-65, whichever is later. Rehired employees shall participate immediately.

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Art. III, 65(d)

(d) An employee shall complete 1 year of service when such employee completes 750 hours of service in the 12 consecutive month period beginning with the employment commencement date. If an employee fails to complete 750 hours of service in such period, such employee shall complete 1 year of service in the first 12 consecutive month period thereafter in which the employee completes 750 hours of service, measured from each succeeding anniversary of the employment commencement date. Thereafter, an employee shall complete 1 year of service during each 12 consecutive month period in which such employee completes 750 hours of service, measured from the anniversary of the employment commencement date. A year of service under this Section 65 shall include service (i) with affiliated group members accrued subsequent to acquisition, (ii) rendered to the Company as a former leased employee (but only upon employee application, supported by substantiation satisfactory to the Company of such service), and (iii) rendered to the Company as a salaried employee in accordance with I.R.C. Section 414(b), (c), (m), (n), and (o).

(e) An employee who satisfies the eligibility requirements of Section 65(c), and who is otherwise entitled to participate in the Plan, shall commence participation in this Plan under this Section 65 if the employee satisfied such requirements (i) between April 1 and September 30; on the first day of the plan year beginning after the date on which such requirements are satisfied, or (ii) between October 1 and March 31; on the first day of the plan year that includes the date such requirements are satisfied, but in no event shall any employee participate hereunder if such employee breaks seniority prior to such commencement date.

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Art. III, 65(f)

(f) An employee shall complete an hour of service under this Section 65 for each hour worked, and also ~~including: paid by the Company for working or for having been entitled to work. Any hours for which an employee receives pay for having been entitled to work, irrespective of mitigation of damages, shall be credited to the period or periods so entitled, rather than to the period in which such pay is received. There shall be no duplication of any hours of service under this Section 6.~~

(1) Any hour for which the employee is paid or entitled to payment for the performance of duties;

(2) Any hour for which the employee is paid or entitled to payment on account of a period of time during which no duties are performed;

(3) Each hour for which back pay (irrespective of mitigation of damages) is either awarded or agreed to by the Company;

(4) Each hour of the normally scheduled work hours during any period the employee is on any leave of absence from work for military service with the Armed Forces of the United States, but not to exceed the period required under the law pertaining to veterans' re-employment rights; provided, however, if the employee fails to report for work at the end of such leave during the period in which the employee has re-employment rights, the employee shall not receive credit for hours on such leave.

Notwithstanding the foregoing, (i) no more than 501 hours of service shall be credited to an employee on account of any single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period), and (ii) an employee shall not complete an hour of service for a payment which solely reimburses an employee for medically related expenses incurred by the employee.

There shall be no duplication of credit for hours under (1), (2) (3) or (4) above. All such hours shall be determined in accordance with reasonable standards

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Art. III, 5(f)(4)

and policies. Labor Regulations 29 C.F.R. Sections 2530.200b-2(b) and (c) are incorporated by reference.

(g) Solely for purposes of determining years of service for vesting under this Plan, all of the employee's years of service shall be taken into account except the following: (i) years of service before age 18 (age 22 prior to October 1, 1985); (ii) years of service before January 1, 1971, unless the employee has at least 3 years of service after December 31, 1970; (iii) years of service prior to any 1-year break in service as defined herein, until the employee completes a year of service after such break; (iv) for non-vested participants under this section, years of service prior to any 1-year break in service if the number of such consecutive breaks equals or exceeds the aggregate number of years of service prior to such break, for a non-vested participant at work on or after October 1, 1985, years of service prior to any 1-year break in service if the number of such consecutive breaks equals or exceeds the greater of 5, or the aggregate number of years of service prior to such break (such aggregate number of years of service before such break shall not include any years of service not required to be taken into account under this Section 65 by reason of any prior break in service); (v) years of service before October 1, 1976, if such service would have been disregarded under rules of the Plan as in effect on October 1, 1976, regarding breaks in service; and (vi) any year in which the employee completes less than 750 hours of service.

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Art III ~~(6)~~5(h)

(h) An employee shall incur a 1-year break in service under this Section 65 in any 12 consecutive month period during which the employee does not complete more than 375 hours of service, measured from the anniversary of the employment commencement date. Solely for purposes of determining whether an employee has incurred such 1-year break in service, in addition to hours worked which are paid by General Motors LLC, any hours which an employee does not work but for which such employee is paid by General Motors LLC for vacation, sickness or disability, or is entitled to be so paid, directly or indirectly, shall be taken into consideration. For any absence from work commencing on or after October 1, 1985 by reason of pregnancy of the individual, childbirth, placement of a child related to an adoption, or for child care purposes immediately following such birth or placement or for any absence from work commencing on or after October 1, 1993 for which the employee is entitled to a leave under the Family and Medical Leave Act of 1993, the employee shall be credited with the hours of work for which such employee otherwise would have been scheduled, or, if unable to determine such scheduled hours, 8 hours for each work day of such absence, not to exceed a total of 501 hours for any such absence. Such hours shall be credited in the year in which the absence commences if necessary to prevent incurring a 1-year break in service, otherwise such hours shall be credited in the immediately following year.

(i) Accrued benefits shall be credited under the Plan in a manner that satisfies the requirements of Section 411(b)(1)(B) of the Code.

Section-76. Asbestos Service

An employee with seniority on or after October 1, 1996 who at retirement has over 10 years of credited service which was accrued while employed on certain asbestos job classifications as set forth in Appendix C, shall receive additional credited service related thereto

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Art III, 76

in the same manner as set forth in Section 54 of this Article III. Such additional credited service shall be accrued when earned and in no event will any such additional credited service be provided pursuant to this section which would result in duplication of such service.

ARTICLE IV

REDETERMINATIONS ON ACCOUNT OF SOCIAL LEGISLATION

Section 1. Redeterminations for Federal Social Security Benefits for Age or Disability

(a) The benefits payable for age or disability under the Federal Social Security Act, as amended, as now in effect, or as hereafter amended, which are referred to in the determination of pensions under Article II shall be included in such determination even though the employee either does not apply for, or loses part or all of such payments through delay in applying for them, by entering into covered employment, or otherwise.

(b) Old age benefit payments or disability benefit payments, other than those payable on a basis of "need" or because of military service, under any future federal legislation, amending, superseding, supplementing, or incorporating the Federal Social Security Act, as amended, or benefits provided therein, shall be considered as benefits for age or disability under the Federal Social Security Act for the purposes of the Plan.

(c) If an employee is eligible for a Federal Social Security benefit for disability or an unreduced

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Art. IV, 1(c)

Federal Social Security benefit for age at the time of retirement or thereafter, such employee shall provide General Motors LLC with evidence of the effective date of entitlement to such benefit.

**Section 2. Deductions for Workers
Compensation**

In determining the monthly benefits payable under this Plan, a deduction shall be made unless prohibited by law, equivalent to all or any part of Workers Compensation (including compromise or redemption settlements) payable to such employee by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted, provided that such deductions shall be to the extent that such Workers Compensation has been provided by premiums, taxes or other payments paid by or at the expense of the Company, except that no deduction shall be made for the following:

(a) Workers Compensation payments specifically allocated for hospitalization or medical expense, fixed statutory payments for the loss of any bodily member, or 100% loss of use of any bodily member, or payments for loss of industrial vision.

(b) Compromise or redemption settlements payable prior to the date monthly pension benefits first become payable.

(c) Workers Compensation payments paid under a claim filed not later than two years after the breaking of seniority.

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**ARTICLE V
FINANCING**

Section 1. Trust Fund

The Company or the Named Fiduciary for purposes of investment of Plan assets shall execute a trust agreement with a trustee or trustees selected by the Company to manage and operate the pension fund and to receive, hold and disburse such contributions, interest and other income as may be necessary to pay such of the pensions and supplements or portions thereof under this Plan as are not provided for by an insured fund. The Company or the Named Fiduciary for purposes of investment of Plan assets may establish an insured fund with such insurance company or companies as it may select for the payment of such of the pension and supplements or portions thereof under this Plan as are not provided for in a trusteed fund.

The Company or the Named Fiduciary for purposes of investment of Plan assets will determine the form and terms of any such trust agreement which may authorize the inclusion of obligations and stock (common and preferred) of the Company and its wholly-owned subsidiaries among the investments of the pension fund provided for by such trust agreement; may utilize any investment manager as defined under the Employee Retirement Income Security Act of 1974 or regulations thereunder; may modify any such trust agreement from time to time to accomplish the purposes of this Plan; may remove any trustee, and select any successor trustee; and select and change insurance companies.

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Section 2. Contributions

(a) The Company, subject to Article IX, Section 1, shall make such contributions to the trustee or pay such premiums under any insured contract for the purposes of providing pensions and supplements under the Plan as shall be required under accepted actuarial principles and Title I of the Employee Retirement Income Security Act of 1974 to maintain the Plan and pension or insured fund in a sound condition and shall pay for expenses incident to the operation and management of the Plan.

(b) The Company may charge to the fund expenses necessary for the proper administration of the Plan and investment of the funds, including the direct cost of benefit administration performed by, or on behalf of, the Company for the Plan, and Pension Benefit Guaranty Corporation premiums for participants.

(c) No employee shall be required to make any contributions to the Plan.

Section 3. Irrevocability

(a) The Company shall have no right, title or interest in the contributions made by it to the trustee and no part of the pension or insured fund shall revert to the Company, except that after satisfaction of all liabilities of the Plan as set forth in Article IX, such contributions may revert to the Company.

(b) The pension benefits and supplements of the Plan shall be only such as can be provided by the assets of the pension fund or by any insured fund and there shall be no liability or obligation on the part of the Company to make any further contributions to the trustee or insurance company in event of termination

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Art V, 3(b)

of the Plan. No liability for the payment of pension benefits or supplements under the Plan shall be imposed upon the Company, the Officers, Directors or Stockholders of the Company, except as otherwise may be required by the Employee Retirement Income Security Act of 1974.

ARTICLE VI

ADMINISTRATION

Section 1.

General Motors is the Plan Administrator and has the full authority to construe, interpret and administer the Plan.

The Company shall be responsible for the general administration of the Plan and for carrying out the provisions thereof.

Section 2.

(a) The Company shall have all such powers as may be necessary to carry out the provisions of the Plan except as the powers and duties of the Company may be modified by any collective bargaining agreement.

(b) Subject to the limitations of (a) above, the Company may from time to time establish rules for the administration of the Plan and the transaction of the Plan's business.

(c) In making any such determination or rule, the Company shall pursue uniform policies and shall not discriminate in favor of, or against any employee or group of employees.

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ARTICLE VII

**PENSION BENEFITS
AND SUPPLEMENTS**

Section 1. Pension and Supplement Payments

(a)(1) Pensions and supplements shall be paid monthly and shall commence not sooner than 30 days following the receipt of the required written explanations of distribution options, provided however, an employee may affirmatively elect in writing to commence the pension and supplement payments in less than such 30 days (but not less than 7 days).

(2) The first monthly payment of an employee's pension other than for total and permanent disability shall become payable with the employee's consent on the first day of the month following the month in which the employee actually retires, and the pension shall be payable monthly thereafter for the employee's lifetime.

(3) Total and permanent disability pension shall be payable monthly during the continuance of total and permanent disability and while the pensioner otherwise remains eligible for such benefits. Such payments shall begin the later of:

(i) the first day of the month which includes the date the required proof of disability is received by the Company, or

(ii) the first day of the month which includes the date the employee has been continuously and totally disabled for a period of 5 months.

Successive periods of absence due to the same

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Art VII, 1(a)(3)(ii)

disability as that upon which claim for total and permanent disability pension is based and aggregating at least five months will be considered the same as one continuous absence provided that the aggregate will not include any such absence which precedes the last day at work by more than one year, or

(iii) the first day of the third month following the date the required proof of disability is received by the Company, or

(iv) the first day of the third month following determination by the impartial clinic that the employee is totally and permanently disabled.

These subsections (iii) and (iv) shall not be applicable (a) if the employee dies prior to such date, or (b) where net Extended Disability Benefits are less than the benefits payable under this Plan.

(4) A supplement for an employee shall be payable in the manner provided in Section 6 of Article II.

(5) Pension and supplement payments shall not be payable with respect to any period for which weekly sickness and accident benefits are payable to the employee under any plan to which the Company has contributed. If such sickness and accident benefits during any month are payable for a period of less than a complete month, a proportionate amount of any monthly pension benefits otherwise payable shall be paid for that part of the month for which the pensioner receives no such sickness and accident benefits.

(b) A pensioner who is reemployed by the Company shall cease to receive, during such reemployment, any monthly pension benefits to which the pensioner might otherwise be entitled. Any such

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Art VII, 1(b)

reemployed pensioner will have credited service at the time of retirement reinstated. A reemployed pensioner shall accrue additional credited service as a result of such employment and the monthly pension benefits of such pensioner shall be adjusted with regard to such employment upon subsequent cessation of active service.

(c) In the event a court of competent jurisdiction determines that an employee, surviving spouse or lawfully designated alternate payee to whom a benefit is payable under this Plan lacks the capacity to handle their own affairs due to illness, accident or other infirmity, any monthly pension or survivor benefit payable under this Plan may be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such Plan benefits on behalf of such employee, surviving spouse or lawfully designated alternate payee.

(d) In order to retire under the Plan, an employee must have unbroken seniority at the time of retirement other than a former employee entitled to a deferred pension under Article VII, Section 2.

(e) (i) Notwithstanding any other provision of this Section 1, an employee attaining age 70-1/2 on and after October 1, 1993, and prior to January 1, 1997, will commence monthly receipt of accrued benefits under this Plan, beginning April 1 of the calendar year immediately following the year the employee attains or attained age 70-1/2. An employee attaining age 70-1/2 shall have the monthly payment based on such employee's pension benefit accrual as of December 31 of the year in which age 70-1/2 is attained. The Actuarial Value of the sum of all Plan distributions received by any otherwise eligible employee prior to such employee's actual retirement under this Plan will be used as an offset from any additional benefit accrual that might otherwise have been payable to such employee as a result of working for the Company.

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Art VII,1(e)(ii)

(ii) An employee attaining age 70-1/2 on or after January 1, 1999 will not commence monthly receipt of accrued benefits under this Plan until such employee actually retires. At the time of such employee's retirement under the Plan, the employee's accrued benefit at age 70-1/2 under the Plan will be actuarially increased consistent with Article X, Section 9, to take into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan. Notwithstanding the foregoing, a 5% owner will commence monthly accrued benefits under this Plan beginning April 1 of the calendar year immediately following the year the employee attains age 70-1/2.

(iii) Effective January 1, 1997, an active employee who attained age 70-1/2 prior to January 1, 1997 and who commenced the monthly benefit in accordance with (i) above, shall continue to receive such monthly benefit unless such employee irrevocably elects, on a form approved by the Company, to discontinue such payments until actual retirement. In the event the employee so elects, the employee's accrued benefit upon actual retirement will be actuarially increased consistent with Article X, Section 9, to take into account the period after the employee's election when such employee was not receiving benefits under the Plan.

(iv) An active employee who attained age 70-1/2 during calendar years 1997 or 1998 and who otherwise was eligible to commence the monthly benefit beginning April 1 of the calendar year immediately following shall have such monthly benefit deferred until actual retirement unless such employee irrevocably elects, on a form approved by the Company, to commence distribution. The employee's accrued benefit will be actuarially increased consistent with Article X, Section 9, to take

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Art VII,1(e)(iv)

into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan.

~~(v) All benefits required under this subsection shall be determined and made in accordance with the Income Tax Regulations under Section 401(a)(9) of the Internal Revenue Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Income Tax Regulations.~~ All distributions under this Plan shall be made in accordance with applicable regulations and other applicable guidance promulgated by the Internal Revenue Service under Code Section 401(a)(9) (including the incidental death benefit requirement of Section 401(a)(9)(G) of the Code and Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 of the Income Tax Regulations), which shall control in the event of conflict with any provision of this Plan.

(f) Notwithstanding any other provision of this Section 1, the payment of pension benefits under this Plan to an employee or former employee who has accepted employment with a successor company through a sale, divestiture or joint venture transaction, cannot commence under this Plan until such employee has terminated employment with the successor company or in accordance with Section 1(e) immediately above.

(g) Unless an employee elects otherwise, benefit payments will begin on the later of the 60th day after the close of the Plan Year in which (i) the employee attains age 65, (ii) the 10th anniversary of the employee's commencement of participation in the Plan, or (iii) the employee terminates service with the Company.

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Art VII, 2

Section 2. Retention of Deferred Pension if Separated

(a) Any employee who loses accumulated credited service under the provisions of Article III, Section 2 shall be eligible for a deferred pension if such employee is not retired and eligible for pension benefits pursuant to Article II, and provided the credited service of such employee at separation is at least 5 years, or such employee satisfies the "service" requirements of Article III, Section ~~6~~5.

(b) The monthly amount of such deferred pension for an employee breaking seniority on or after ~~October 1, 2011~~ (B) shall be a basic benefit for each year of credited service that such employee had when such employee broke seniority, determined by such

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Art VII,2(b)

employee's Benefit Class Code when such employee broke seniority as set forth in the table immediately following:

Date Seniority Broke	Benefit Class Code	Basic Benefit Rate
October 1, 2007 through September 30, 2008	A	52.90
	B	53.15
	C	53.40
	D	53.65
October 1, 2008 through September 30, 2009	A	53.10
	B	53.35
	C	53.60
	D	53.85
October 1, 2009 through September 30, 2010	A	53.30
	B	53.55
	C	53.80
	D	54.05
October 1, 2010 and After	A	53.55
	B	53.80
	C	54.05
	D	54.30

(c) A former employee who is eligible for a deferred pension may at the election of such former employee receive

(1) a monthly pension commencing at age 65 determined in accordance with subsection (b) of this Section 2, or

(2) a monthly pension commencing after age 60 and prior to age 65 determined in accordance with subsection (b) of this Section 2, such pension being reduced by 6/10 of 1 percent for each complete

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Art VII,2(b)(2)

calendar month by which such former employee is under the age of 65 at the date the deferred pension commences, or

(3) a monthly pension commencing after age 55 and prior to age 60 for a former employee who breaks seniority on or after October 1, 1976, determined in accordance with subsection (b) of this Section 2. Such pension shall be multiplied by a percentage as set forth in the following table:

Age When Pension Commences	Percentage*
	%
55	42.8
56	46.8
57	51.2
58	55.5
59	59.6
60	64.0

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

(d) The deferred pension shall be payable commencing the first day of the month following the employee's attainment of age 65 or, if earlier, the first day of the month following the month in which the Company receives a request from such former employee with such benefit determined in accordance with subsections (c)(2) or (c)(3) of this Section 2, as may be applicable; provided that such request shall be valid and effective only if it is filed with the Company not more than ~~90~~180 days and not less than 30 days prior to commencement of such benefit.

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Art VII, 2(d)

Notwithstanding the above, for any employee who broke seniority prior to October 1, 1976, the deferred vested pension benefit shall not be payable prior to the first of the month following the month in which the Company receives a request from such former employee to commence such benefit.

(e) If, prior to the commencement of deferred pension benefits, an employee is reemployed by the Company and: (1) acquires seniority, or (2) is reemployed by, and works for, the Company at the plant where such employee worked immediately prior to the loss of credited service, or (3) dies after having qualified for a deferred pension in accordance with this Section 2, such employee shall, in lieu thereof, have reinstated the credited service in effect when such deferred pension was granted; provided that if an employee with 10 or more years of credited service

(1) is reemployed by, and works for, the Company within 36 months of the date credited service was lost under Article III, Section 2, and

(2) becomes disabled while employed by the Company prior to acquiring 5 months of seniority, and such disability is continuous for a period of 5 months during which the employee makes proper application and submits medical evidence satisfactory to the Company that such employee is totally and permanently disabled as set forth in Section 3 of Article II,

such employee will be deemed eligible for a disability pension under Section 3 of Article II, and such pension will be payable pursuant to Section 1 of Article VII, as though such employee had been an employee with seniority throughout such disability period.

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Art VII,2(f)

(f) The amount of any monthly pension benefit otherwise payable to a former employee eligible for a deferred pension will be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p).

The Actuarial Value will be used to determine any amount to be paid to any such payee(s), if applicable, and the remaining benefit entitlement of the employee.

(g) The Plan Administrator shall not be obliged to search for, or ascertain the whereabouts of any participant, beneficiary or payee of a Qualified Domestic Relations Order within the meaning of IRC section 414(p). The Plan Administrator, by certified or registered mail with return receipt requested addressed to such person's last known address, or through an alternative method, shall notify the person that such person is entitled to a benefit under this Plan. Any benefit not claimed by the person entitled thereto within a reasonable period of time as determined by the Plan Administrator shall be forfeited. This provision regarding the forfeiture of benefits shall be included in the notification to the person as set forth above. Should such person make a claim for such forfeited benefit, such benefit shall be reinstated.

Section 3. Non-Alienation of Benefits

The pension fund shall not in any manner be liable for or subject to the debts or liability of any employee, separated employee, retired employee, pensioner or surviving spouse. No right, benefit, pension or supplement at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrances of any kind except in accord with provisions of a Qualified Domestic Relations

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Art VII, 3

Order within the meaning of I.R.C. Section 414(p). If any person shall attempt to, or shall, alienate, sell, transfer, assign, pledge or otherwise encumber accrued rights, benefits, pensions or supplements under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time such benefits would otherwise be received or enjoyed by anyone else, General Motors LLC may terminate the interest of such employee, pensioner or surviving spouse in any such benefit and instruct the trustee to hold or apply it to or for the benefit of such employee, pensioner or surviving spouse, spouse, children or other dependents, or any of them as General Motors LLC may instruct; provided, however, that any pensioner, or surviving spouse, entitled to a monthly benefit under the Plan:

(a) who is covered under the General Motors Health Care Program for Hourly Employees or the UAW Retiree Medical Benefits Trust may have deducted from the monthly pension, subject to the voluntary election of the pensioner or surviving spouse, pursuant to appropriate authorization and direction acceptable to General Motors LLC, the required contribution for such coverage.

(b) will have Federal and state income tax withheld pursuant to Federal and state statutes or regulations unless, only with respect to Federal income tax, elected otherwise by submitting to the Company authorization and direction acceptable to the Company.

(c) who elects optional, dependent life or personal accident insurance coverage(s) made available under the Company Life and Disability Benefits Program for Hourly Employees may have deducted from the monthly pension, pursuant to

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Art VII,3(c)

authorization and direction, acceptable to the Company, the required contribution(s) for such coverage(s).

(d) to the extent permitted by applicable laws and regulations, may have deducted from the monthly pension pursuant to authorization and direction, acceptable to the Company, United Way contributions.

(e) may have amounts of not less than \$80.00, but in no event more than 10% of the retired employee's monthly pension, withheld to repay any outstanding overpayment owing to any benefit plan of the Company, pursuant to written authorization and direction acceptable to the Company.

Section 4. Funding Based Restrictions (Pension Protection Act of 2006)

~~The Plan shall at all times comply with IRC Section 436, and regulations and other guidance thereunder.~~

(a) Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less than 80 Percent, But Not Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section 4(a)(ii) below) but is not less than 60 percent, then the limitations set forth in this Section 4(a) shall apply.

(i) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting

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Art VII, 4(a)(i)

date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(A) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(B) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

The limitation set forth in this Section 4(a)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a participant or beneficiary as of the annuity starting date because of the application of the requirements of this Section 4(a)(i), the participant or beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations). The participant or beneficiary may also

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Art VII, 4(a)(i)

elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/PBGC maximum benefit guarantee amount limitation described in this Section 4(a)(i) or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 80 percent; or

(B) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section 4(a)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in

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Art VII, 4(a)(ii)

the average wages of participants covered by the amendment.

(b) Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section 4(b)(ii) below), then the limitations in this Section 4(b) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section 4(b)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event

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occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 60 percent; or

(B) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.

(iii) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section 4(b)(iii) then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

(c) Limitations Applicable If the Plan Sponsor Is In Bankruptcy. Notwithstanding any other provisions of the Plan, a participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the plan sponsor is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date

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on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section 4(c) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant.

(d) Provisions Applicable After Limitations Cease to Apply.

(i) Resumption of Prohibited Payments. If a limitation on prohibited payments under Section 4(a)(i), Section 4(b)(i) or Section 4(c) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.

(ii) Resumption of Benefit Accruals. If a limitation on benefit accruals under Section 4(b)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer

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applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR Section 2530.204-2(c) and (d). In addition, benefit accruals that were not permitted to accrue because of the application of Section 4(b)(iii) shall be restored when that limitation ceases to apply to the Plan if the continuous period of the limitation was 12 months or less and the Plan's enrolled actuary certifies that the adjusted funding target attainment percentage for the Plan Year would not be less than 60 percent taking into account any restored benefit accruals for the prior Plan Year.

(iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section 4(b)(ii), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target

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attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(B) of the Treasury Regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section 4(b)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.

(iv) Treatment of Plan Amendments That Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section 4(a)(ii) or Section 4(b)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

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Art VII.4(e)

(e) Methods to Avoid or Terminate Benefit Limitations. See Sections 436(b)(2), (c)(2), (e)(2), and (f) of the Code and Section 1.436-1(f) of the Treasury Regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections 4(a) through 4(c) for a Plan Year. In general, the methods the plan sponsor may use to avoid or terminate one or more of the benefit limitations under Sections 4(a) through 4(c) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

(f) Special Rules.

(i) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

(A) In General. Section 436(h) of the Code and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding

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target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Section 436(h) of the Code and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under Sections 4(a) through 4(c) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Section 436(h) of the Code and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Section 4(f)(i)(B) through (D).

(B) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section 4(a), 4(b), or 4(c) applied to the Plan on the last day of the of the preceding Plan Year, then, commencing on the first day of the

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Art VII.(f)(i)

current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 4(f)(i)(C) or Section 4(f)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(II) The first day of the current Plan Year is a section 436 measurement date.

(C) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than

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Art VII.(f)(i)

90 percent, or is described in Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 4(f)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(II) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

(D) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled

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Art VII,4(f)(i)

actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and

(II) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

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Art VII,4(f)(ii)

(ii) Plan Termination, Certain Frozen Plans,
and Other Special Rules.

(A) Plan Termination. The limitations on prohibited payments in Section 4(a)(i), Section 4(b)(i) and Section 4(c) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section 4 of the Plan do not cease to apply as a result of termination of the Plan.

(B) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section 4(f)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section 4(a)(ii) and Section 4(b)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

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Art VII,4(f)(iii)

(iii) Special Rules Under PRA 2010. For purposes of determining whether the accrual limitation under Section 4(b)(iii) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Section 436(j)(3) of the Code (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

(iv) Interpretation of Provisions. The limitations imposed by this Section 4 shall be interpreted and administered in accordance with Section 436 of the Code and Section 1.436-1 of the Treasury Regulations.

(g) Definitions. The definitions in the following Treasury Regulations apply for purposes of Sections 4(a) through 4(f): Section 1.436-1(j)(1) defining adjusted funding target attainment percentage; Section 1.436-1(j)(2) defining annuity starting date; Section 1.436-1(j)(6) defining prohibited payment; Section 1.436-1(j)(8) defining section 436 measurement date; and Section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

(h) Effective Date. The rules in Sections 4(a) through (g) are effective for Plan Years beginning on or after October 1, 2008.

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Art VIII

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. No Enlargement of Employment Rights

The Company's rights to discipline or discharge employees shall not be affected by reason of any of the provisions of the Plan.

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Section 2. Internal Revenue Service Approval

This Plan as amended is contingent upon and subject to the determination by the Internal Revenue Service that the Plan and related trust are qualified and tax exempt under Sections 401 and 501(a) or other applicable provisions of the Internal Revenue Code. Any modification or amendment of the Plan may be made, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Sections 401 and 501(a) of the Internal Revenue Code, as now in effect or hereafter amended, or any other applicable provisions of the federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

Section 3. General Motors LLC Board of Managers Approval

Continuation of the Plan as amended in 2015 is contingent upon obtaining the approval of the General Motors LLC's Board of Managers not later than ~~June 1, 2012~~ (D).

Section 4. Named Fiduciary

Except as set forth below, the Investment Funds Committee of the General Motors LLC's Board of Managers shall be the Named Fiduciary with respect to the Plan. The Investment Funds Committee may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974. General Motors Investment Management Corporation (GMIMCO) is the Named Fiduciary of the Pension Plan for purposes of investment of Plan assets. GMIMCO may delegate

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Art VIII, 4

authority to carry out such of its responsibilities as it deems proper to the extent permitted by The Employee Retirement Income Security Act of 1974.

Section 5. Limitation of Benefits

~~No benefits paid from this Plan will exceed the limits of Section 415 of the Internal Revenue Code and regulations thereunder. For purposes of this Section 5, the limits will be applied based on the Limitation Year beginning on January 1 and ending on the following December 31.~~

- (a) The maximum annual benefit accrued by a participant during a limitation year (which shall be the calendar year) and the maximum annual benefit payable under the Plan to a participant at any time within a limitation year, when expressed as an annual benefit in the form of a straight life annuity (with no ancillary benefits), shall be equal to the lesser of (i) \$165,000 for the 2007 limitation year (and as such amount is adjusted pursuant to Section 415(d) of the Code for subsequent limitation years) (the "Dollar Limit"), or (ii) 100 percent of the participant's average compensation (as defined in subsection 5(h) below) paid or made available to the participant by the Company for the three consecutive calendar years of service during which the participant had the greatest aggregate compensation. Consecutive calendar years of service shall be determined in accordance with regulations prescribed by the Secretary of the Treasury.

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Art VIII, 5(b)

(b) Notwithstanding the foregoing:

- (i) if the benefit under the Plan is payable in any form other than a straight life annuity, the determination as to whether the limitation described in subsection 5(a) has been satisfied shall be made, in accordance with the regulations prescribed by the Secretary of the Treasury, by adjusting such benefit to an actuarially equivalent straight life annuity beginning at the same time, in accordance with subsection 5(e) or 5(f) below;
- (ii) if the benefit under the Plan commences before age 62, the determination of whether the Dollar Limit has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury, by reducing the Dollar Limit so that the Dollar Limit (as so reduced) is equal to an annual benefit payable in the form of a straight life annuity, commencing when such benefit under the Plan commences, which is actuarially equivalent to a benefit in the amount of the Dollar Limit commencing at age 62; and

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Art VIII, 5(b)(iii)

- (iii) if the benefit under the Plan commences after age 65, the determination of whether the Dollar Limit has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury, by increasing the Dollar Limit so that the Dollar Limit (as so increased) is equal to an annual benefit payable in the form of a straight life annuity, commencing when the benefit under the Plan commences, which is actuarially equivalent to a benefit in the amount of the Dollar Limit commencing at the age 65.
- (c) Notwithstanding anything in this Section 5 to the contrary, if the annual benefit of a participant who has terminated employment with the Company is limited pursuant to the limitations set forth in Subsection 5(a)(i) or 5(a)(ii), such annual benefit shall be increased in accordance with the cost-of-living adjustments of Section 415(d) of the Code.
- (d) For purposes of determining actuarial equivalence (i) under subsection 5(b)(ii) the interest rate assumption shall not be less than the greater of 5% or the rate determined under Article X, Section 9 and the mortality table shall be determined under Article X, Section 9, and (ii) under subsection 5(b)(iii) the interest rate assumption shall not be greater than the lesser of 5% or the rate determined under Article X, Section 9.

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Art VIII,5(e)

- (e) The actuarially equivalent straight life annuity for purposes of adjusting any benefit payable in a form to which Section 417(e)(3) of the Code does not apply, as required by subsection 5(b)(i), is equal to the greater of (i) the annual amount of the straight life annuity payable under the Plan commencing at the same annuity starting date as the form of benefit payable to the participant, or (ii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5% interest rate and mortality assumption set forth in Article X, Section 9.
- (f) The actuarially equivalent straight life annuity for purposes of adjusting any benefit payable in a form to which Section 417(e)(3) of the Code applies, as required by subsection 5(b)(i), is equal to the greatest of (i) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial equivalent present value as the form of benefit payable to the participant, (ii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5.5% interest rate assumption (for the 2004 and 2005 plan and limitation years the greater of the amount determined under Article X, Section 9, or a 5.5% interest

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Art VIII, 5(f)

rate assumption and the applicable mortality table determined under Article X, Section 9), or (iii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, determined under Article X, Section 9, using the applicable interest rate and the applicable mortality table, divided by 1.05.

- (g) For purposes of applying the limitations set forth in this Section 5, all qualified defined benefit plans (whether or not terminated) ever maintained by the Company shall be treated as one defined benefit plan.
- (h) Solely for purposes of this Section 5 the term "compensation" shall include those items of remuneration specified in Treasury Regulation Section 1.415(c)-2(b) (including "deemed section 125 compensation" as defined in Treasury Regulation Section 1.415(c)-2(g)(6)(ii), amounts described in Treasury Regulation Section 1.415(c)-2(g)(5) that are paid to any nonresident alien who is a participant, and differential wage payments (within the meaning of Section 3401(h)(2) of the Code) and shall exclude those items of remuneration specified in Treasury Regulation Section 1.415(c)-2(c), taking into account the timing rules specified in Treasury Regulation Section 1.415(c)-2(e), but shall not include any amount in

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Art VIII, 5(h)

excess of the limitation under Section 401(a)(17) of the Code in effect for the year. The term "compensation" as defined in the preceding sentence shall include any payments made to a participant by the later of (i) two and one-half (2-1/2) months after the date of the participant's severance from employment with the Company or (ii) the end of the limitation year that includes the date of the participant's severance from employment with the Company, provided that, absent a severance from employment, such payments would have been paid to the participant while the participant continued in employment with the Company and are regular compensation for services performed during the participant's regular working hours, compensation for services outside the participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses or other similar compensation.

- (i) This Section 5 shall be administered in conformity with the regulations issued by the Secretary of Treasury interpreting Section 415 of the Code, which are hereby incorporated by reference, including, but not limited to, any regulation providing for "grandfathering" of any benefits accrued prior to the effective date of such regulations or statutory provisions."

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Art VIII, 6

Section 6. Rollover Distributions

Notwithstanding any provision of the Plan to the contrary, in the event the Plan pays a participant an eligible rollover distribution, the participant may elect consistent with the provisions of Code Section 401(a)(31) at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. In the event a participant fails to make a distribution election, an eligible rollover distribution in excess of \$1,000 will automatically be rolled over to an individual retirement account (IRA) chosen by the Company. In no event shall this Plan accept a direct rollover payment from a participant.

Section 7. Provisions to Comply with Section 416 of the Internal Revenue Code

In any Plan Year in which this Plan is a "top-heavy plan", as defined in Section 416 of the Internal Revenue Code, the Plan shall comply with all applicable provisions of Section 416 and the regulations thereunder.

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Art VIII, 8

**Section 8. Provisions Regarding Participation in
the Personal Retirement
~~Program~~Savings Plan**

Employees shall not be eligible to simultaneously accrue benefits under this Plan while receiving Retirement Contributions under the General Motors Personal Savings Plan for Hourly-Rate Employees in the United States ("GM PSP") ~~and the General Motors Personal Retirement Plan for Hourly-Rate Employees in the United States ("GM PRP")~~.

An Employee shall not be eligible to receive benefits under this Plan during any period in which the Employee is employed with the Company as an Eligible Employee under the GM ~~PRP~~ PSP.

If after commencement of benefits under the Plan, the Employee becomes employed by the Company as an Eligible Employee under the GM ~~PRP~~ PSP, the Employee shall cease receiving benefits under this Plan for the duration of any such employment. Upon separation from employment with the Company as an Eligible Employee, benefits under this Plan will resume in the same monthly amount and same form in accordance with the provisions of the Plan as they were before the Employee became employed by the Company under the GM ~~PRP~~ PSP.

Section 9. Retroactive Benefit Commencement

Under certain circumstances described below, payments under this Plan may be made retroactively where the written explanation described in Article II, Section 5(a) is provided on or after the employee's scheduled benefit commencement date, in which case the benefit commencement date will be called a "Retroactive Annuity Starting Date" subject to modified procedures and benefit calculations as described in (a) and (b) below.

Benefit payments also may be made retroactively where the written explanation described in Article II, Section 5(a) is provided before the employee's scheduled benefit commencement date. This may occur where actual benefit payments are delayed as a result of administrative or employee delay or error, but benefits are paid retroactively to the employee's scheduled benefit commencement date. The rules of this Section

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Art VIII, 9(a)

9 will not apply in these cases, and missed monthly payments shall be paid as a lump sum and added to the next scheduled monthly payment.

(a) Procedures

(i) Explanation and Election – The 180-day period described in Article II, Section 5(a) above will end on the employee's Actual Payment Date, rather than the Annuity Starting Date.

(ii) Employee Consent – Employee consent, in a manner prescribed by the Plan Administrator, is required for a Retroactive Annuity Starting Date.

(iii) Spousal Consent – Spousal consent is required for a Retroactive Annuity Starting Date, in accordance with the Plan's spousal consent rules. For purposes of this subparagraph (iii), the spouse is determined as of the Actual Payment Date.

(b) Benefit Calculations

In general, benefits commencing on the Retroactive Annuity Starting Date will be calculated using the actuarial assumptions applicable for this date (rather than the Actual Payment Date) (i.e., determinations of Actuarial Value are made as of the Retroactive Annuity Starting Date). The following special rules apply in these situations:

(i) Actuarial Assumptions – A benefit payable in a form subject to Section 417(e)(3) of the Code will be the greater of the amount calculated using the definition of Actuarial Value applicable to the Actual Payment Date and the amount calculated using the definition of Actuarial Value applicable to the Retroactive Annuity Starting Date.

(ii) Make-up Payments – Make up payments will be provided for any missed payments due to the delay between the Retroactive Annuity Starting Date and the Actual Payment Date.

(iii) 415 Limits – In general, a benefit payable under this Section 9 will be subject to the requirements of Article VII, Section 5 (Limitation of Benefits) as applicable for the year of the retroactive Annuity starting date.

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Art VIII, 9(b)(iii)

However, the following benefits payable under this Section 9 will be subject to the requirements of Article VII, Section 5 (Limitation of Benefits) as applicable for the year of the Actual Payment Date (in lieu of the year of the Retroactive Annuity Starting Date): a benefit payable in a form subject to Section 417(e)(3) of the Code; or a benefit payable in any other form where the Actual Payment Date is more than twelve months after the Retroactive Annuity Starting Date.

(c) Definitions

For purposes of this Section 9, the following definitions apply:

(i) A "Retroactive Annuity Starting Date" is an annuity starting date affirmatively elected by an employee that occurs on or before the date the written explanation described in Article II, Section 5(a) is provided, subject to the limitations in (b) above. In no event will a Retroactive Annuity Starting Date be earlier than an employee's termination of employment.

(ii) The "Actual Payment Date" is the date benefit payments actually commence.

Section 10. Relative Value Notification

The Administrator shall provide a statement to an employee when a retirement benefit under the Plan is requested. Such statement shall include a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that will satisfy the requirements under Section 417(a)(3) of the Code and Treasury Regulation 1.417(a)(3)-1.

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Art IX

ARTICLE IX

AMENDMENT AND TERMINATION

Section 1. Amendment

General Motors LLC reserves the right to amend, modify, suspend or terminate the Plan by action of its Board of Managers, provided, however, that no such action shall alter the Plan or its operation, except as may be required by the Internal Revenue Service for the purpose of meeting the conditions for qualification

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Art IX, 1

and tax deduction under Sections 401, 404, and 501(a) of the Internal Revenue Code, in respect of employees who are represented under a collective bargaining agreement in contravention of the provisions of any such agreement pertaining to pension benefits and supplements as long as any such agreement is in effect. Except as provided in Article V, Section 3, no such action shall operate to recapture for General Motors LLC any contributions previously made to the trustee or insurance company under the Plan, nor, except to the extent necessary to meet the requirements of the Internal Revenue Service or any other governmental authority, to affect adversely the pensions or supplements of employees already retired or the trust fund or insured fund then securing such pensions and supplements. Further, no such action can reduce or eliminate a Participant's accrued benefits as of the date the amendment is adopted, and all of a Participant's accrued benefits shall become nonforfeitable in the event of a Plan termination or partial termination.

Section 2. Termination of Plan

(a) If General Motors LLC, in accordance with Section 1 of this Article IX, or the Pension Benefit Guaranty Corporation terminates the Plan, the amount of the assets, which are available to provide benefits, and which are held by the trustee as of the termination date, shall be allocated, after deducting expenses for administration or liquidation, in the following manner and order to the extent of the sufficiency of such assets:

(1) First, in the case of benefits payable as an annuity:

(i) In the case of the benefit of a participant or beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such benefit,

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Art IX, 2(a)(1)(i)

based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least;

(ii) In the case of a participant's or beneficiary's benefit (other than a benefit described in subsection (a)(1)(i)) which would have been in pay status as of the beginning of such 3-year period if the participant had retired prior to the beginning of the 3-year period and if benefits had commenced (in the normal form of annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.

For purposes of subsection (a)(1)(i), the lowest benefit in pay status during a 3-year period shall be considered the benefit in pay status for such period.

(2) Second, to all other benefits (if any) of individuals under the Plan which are guaranteed under the plan termination insurance provisions of the Employee Retirement Income Security Act of 1974 determined without regard to Section 4022B(a) of said Act.

(3) Third, to all other nonforfeitable benefits under the Plan.

(4) Fourth, to all other benefits under the Plan.

(b)(1) The amount allocated under any of the preceding subsections of this Section 2 with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior subsection of this Section 2.

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Art IX, 2(b)(2)

(2) If the assets available for allocation under subsections (a)(1) and (a)(2) are insufficient to satisfy in full the benefits of all individuals which are described in such subsections, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in such subsections.

(3) If the assets available for allocation under subsection (a)(3) are not sufficient to satisfy in full the benefits of individuals described therein:

(i) Except as provided in subsection (b)(3)(ii), the assets shall be allocated to the benefits of individuals described in subsection (a)(3) on the basis of the benefits of individuals which would have been described in subsection (a)(3) under the Plan as in effect at the beginning of the 5-year period ending on the date of the Plan's termination.

(ii) If the assets available for allocation under subsection (b)(3)(i) are sufficient to satisfy in full the benefits described therein (without regard to this subsection (b)(3)(ii)), then for purposes of subsection (b)(3)(i), benefits of individuals described therein shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subsection (b)(3)(i) and any assets remaining to be allocated under such subsection shall be allocated under subsection (b)(3)(i) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

(c) If the Secretary of the Treasury determines that the allocation made pursuant to this Section 2 results in discrimination prohibited by Section

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Art IX, 2(c)

401(a)(4) of the Internal Revenue Code of 1986, or as may be subsequently amended, then, if required to prevent the disqualification of the plan (or any trust under the plan) under Section 401(a) or 403(a) of such Code the assets allocated shall be reallocated to the extent necessary to avoid such discrimination.

(d) In the event of termination or partial termination of the Plan, the right of all affected employees to benefits accrued to the date of such termination, partial termination or discontinuance, to the extent funded as of such date, are nonforfeitable.

(e) Anything in the Plan to the contrary notwithstanding, it shall not be possible at any time prior to the satisfaction of all liabilities with respect to employees under the plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to purposes other than the exclusive benefit of employees. After satisfaction of all liabilities to participants and beneficiaries under the Plan, any residual assets of the Pension Fund will be distributed to the Company if the distribution does not contravene any applicable provision of law.

Section 3. Merger or Consolidation

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan after September 2, 1974, each participant in the Plan would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the participant would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated. Further, a transfer of assets and liabilities to a nonqualified foreign trust shall be treated as a distribution from the Plan.

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Art IX, 4

Section 4. Divestitures or Purchase of Operations

From time to time the Company and the Union may enter into Memoranda of Understanding, the provisions of which address issues under the Plan associated with the divestiture, purchase or other disposition of specific operations. Such provisions are made a part of this Plan as if set out fully herein.

ARTICLE X

DEFINITIONS

1. Employee

(a) Any person hired on or before October 15, 2007, and certain persons transferred to the Company under the provisions of a UAW-GM Memorandum of Understanding that provided GM placement opportunities with agreed upon benefit treatment, with unbroken seniority who is regularly employed in the United States by the Company or by a wholly-owned or substantially wholly-owned domestic subsidiary in accordance with I.R.C. Section 414(b), (c), and (m) thereof, including:

(1) hourly-rate persons employed on a full time basis;

~~(2) hourly rate persons on incentive pay plans;~~

~~(3)~~(2) students from educational institutions who are enrolled in cooperative training courses on hourly rate;

~~(4)~~(3) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided such employees work one-half or more of the employing unit's regular work week;

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Art X, 1(a)(~~5~~)

~~(5)~~(4) represented employees of the Saturn Corporation who have made a positive election to participate in the GM Plan pursuant to the Memoranda of Agreement dated October 16, 1993 and December 12, 1995.

(b) The term "Employee" shall not include:

(1) temporary employees provided, however, that the provisions of Article III, Section 6 of this Plan shall apply to this classification, as may be applicable;

(2) part-time employees who work less than one-half of the employing unit's work week provided, however, that provisions of Article III, Section ~~6~~5 of this Plan shall apply to this classification, as may be applicable;

(3) employees represented by a labor organization which has not signed an agreement making this Plan applicable to such employees;

(4) employees of any directly or indirectly wholly-owned or substantially wholly-owned Company subsidiary of the Company acquired or formed by the Company on or after January 1, 1984, except as provided under (a)(~~5~~)(4) above;

(5) leased employees as defined under Section 414(n) of the Internal Revenue Code. The term leased employee means any person who, pursuant to an agreement between the Company and any leasing organization, has performed services for the Company on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the Company. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the Company shall be treated as provided by the Company. A leased employee shall not be considered an employee of the Company if such employee is covered by the safe harbor requirements of Section 414(n)(5) of the Internal Revenue Code;

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Art X, 1(b)(6)

(6) contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

(7) employees hired after October 15, 2007 and certain employees transferred to General Motors after October 2, 2011, under the provisions of a UAW-GM Memorandum of Understanding that provided GM placement opportunities with agreed upon treatment.

(8) employees eligible to receive Retirement Contributions under the General Motors Personal Savings Plan for Hourly-Rate Employees in the United States.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Company:

(i) Any individual who provides services to the Company where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Company as "contract employees" or "bundled-services employees";

(ii) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Company;

(iii) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Company classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Company.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company, but who are

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Art X, 1(b)(9)(iii)

not paid as though they were employees of the Company, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

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2. Trustee or Insurance Company

The bank or banks, trust or insurance company or companies or any combination thereof designated by a trust agreement or contract as the medium for financing the Plan.

3. Seniority

Seniority means the period following the most recent date of hire by the Company and subsequent to which there has been no loss of credited service (as loss of credited service is defined in the Plan), or if the employee is represented under a collective bargaining agreement seniority will be as defined in such agreement. An employee who is rehired on or after October 1, 1984, and thereby has the pension discontinued, but does not have seniority reinstated, shall be deemed, solely to satisfy purposes of The General Motors Hourly-Rate Employees Pension Plan, to have seniority while so employed.

4. Federal Social Security Benefit

A Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age means a benefit determined and payable under Title II of the Federal Social Security Act, as now in effect or as hereafter amended, without any reduction being made therefrom based on the age of the recipient.

5. Trust Fund; Pension Fund; Insured Fund

The General Motors Hourly-Rate Employees Pension Plan fund established by payments made by the Company in accordance with Article V herein. Such fund therein called the trust fund shall be comprised of either a pension fund or insured fund, or a combination thereof.

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6. Base Hourly Rate

For the purpose referred to in Section 6(g) of Article II of this Plan only, Base Hourly Rate shall be the higher of:

(a) the employee's highest straight-time hourly rate, or

(b) for an employee who worked on incentive or piece work in at least 4 pay periods, the employee's average earned straight-time hourly rate for the first 4 pay periods (or, if higher, for the last 4 pay periods) for which such employee had any incentive earnings (provided, however, that if the employee worked in less than 4 pay periods but during each such pay period worked, such employee worked on incentive or piece work, the employee's average earned straight-time hourly rate for such pay periods worked shall be used)

during the last 13 consecutive pay periods ending with the pay period which includes the last day worked, plus any cost-of-living allowance in effect with respect to the employee's last day worked for General Motors LLC.

7. Basic Benefit

The monthly benefit payable under the Plan for the lifetime of a retired or separated employee, including a benefit reduced by a percentage because of early retirement. The term "basic benefit" shall not include any temporary benefit, special benefit, or supplement payable under the Plan.

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8. Age 62 and One Month

"Age 62 and one month" means age 62 and one month except that for purposes of determining the month for which the temporary benefit provided in Article II, Section 4 and the early retirement and interim supplements provided in Article II, Section 6 shall cease and the month for which the basic benefit is redetermined in accordance with Article II, Section 4, it shall mean age 62 if both a temporary benefit, early retirement supplement, or interim supplement under the Plan and a benefit under the Federal Social Security Act could otherwise be payable.

9. Actuarial Value

For determinations made before October 1, 2008, the Actuarial Value as of any determination date shall be calculated based on the mortality table described in Revenue Ruling 95-6 (Revenue Ruling 2001-62 for determination dates on and after October 1, 2003); and the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the third full month prior to the first day of the ~~p~~Plan ~~y~~Year preceding the determination date. For determinations made on and after October 1, 2008, the Actuarial Value shall be made using the applicable interest rate and applicable mortality table pursuant to Section 417(e) of the Internal Revenue Code and regulations and other guidance published thereunder. The applicable interest rate shall be the adjusted first, second, and third segment rates under Section 417(e) for the third full month prior to the first day of the Plan Year preceding the determination date. For distributions with Annuity Starting Dates during Plan Years beginning on or after October 1, 2008, and before October 1, 2012, these segment rates shall be adjusted by blending with the rate of interest for 30-year Treasury securities under the transition percentages

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specified under Section 417(e)(3)(D)(iii) of the Code.

10. Highly Compensated Employees

For purposes of this Plan, the term Highly Compensated Employees includes highly compensated active employees and highly compensated former employees. A highly compensated active employee includes any employee who performs service for the Company during the determination year and who, during the look-back year: (i) received compensation

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Art X, 10

from the Company in excess of \$110,000 (as adjusted under the Internal Revenue Code) for such year, or (ii) was a 5% owner of the Company at any time during the year or the preceding year. For purposes of this section, the determination year shall be the calendar year, and the look-back year shall be the twelve-month period immediately preceding the determination year.

A highly compensated former employee includes any employee who separated from service prior to the determination year, performs no service for the Company during the determination year, and was a highly compensated active employee for either the separation year or any determination year ending on or after the employee's 55th birthday.

The determination of who is a highly compensated employee will be made in accordance with Sections 414(q) and 415(c)(3) of the Internal Revenue Code and regulations thereunder.

11. Annuity Starting Date

For purposes of this Plan, the term Annuity Starting Date shall mean the first date of the period for which an amount is payable as an annuity to an employee as provided under Section 417(f)(2) of the Internal Revenue Code and regulations thereunder which is the effective retirement date of the participant.

12. Plan Year

Plan Year means the 12-month period beginning on October 1 and ending on September 30.

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Appendix A

**APPENDIX A
(HOURLY-RATE EMPLOYEES
PENSION PLAN)**

A Benefit Class Code for the sole purpose of this Plan is hereby established for each job classification in effect on September 14, ~~2011~~ 2015 on the basis of the maximum base hourly rate (which term as used herein shall include incentive earnings unless otherwise noted) applicable to the job classification on that date, as follows:

	For Job Classifications Having a Maximum Base Hourly Rate of	Benefit Class Code
On or after <u>October 1, 2017</u>	<u>\$29.90</u>	A
	<u>\$29.90 but less than \$30.19</u>	B
	<u>\$30.19 but less than \$31.42</u>	C
	<u>\$31.42 and over</u>	D

(1) The Benefit Class Code applicable to an employee is the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding the last day worked.

(2) The Benefit Class Code to be established for any new job classification put into effect after September 14, ~~2011~~ 2015 shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect. With respect to a job classification that was obsolete as of September 14, ~~2011~~ 2015 a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job

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classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance, and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

(3) For purposes hereof, the maximum base hourly rate of a job classification paid on a day-work basis at any plant or facility shall be the maximum straight-time hourly rate for that job classification at such plant or facility (excluding any cost-of-living allowance and premiums).

(4) The maximum base hourly rate of a job classification in effect on September 6, 1967 and paid under an incentive method of pay at any plant or facility shall be the average straight-time hourly earned rate (including incentive earnings and any wage increases and cost-of-living allowance transfers which, as of September 6, 1967, were not factored in the base rate of the job classification but excluding any cost-of-living allowance and premiums) for all hours worked by all employees in that job classification at such plant or facility for the period beginning September 5, 1966, and ending September 3, 1967, plus any wage increases and cost-of-living allowance transfers effective for that job classification subsequent to September 6, 1967.

In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of such employee's accrued pension benefit on the date of such transfer plus benefits earned in the 12 consecutive months following the date of transfer.

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Appendix B

APPENDIX B

For the sole purpose of Article III, Section ~~54~~ of the Plan, all approved job classifications set forth in the Local Wage Agreements as of September 14, ~~2011~~ 2015 of the GM Powertrain Plants in Defiance, Ohio (Defiance Castings, Engines, Transmissions) and Saginaw, Michigan (Saginaw Metal Casting Operation) are designated foundry jobs at the respective plant locations except for those job classifications listed herein for each such respective plant location. No other job classifications shall be designated foundry jobs.

GM Powertrain, Defiance Castings, Engines, Transmissions, Defiance, Ohio

- Bus Person
- Cashier
- Clerk - Pattern and/or Maintenance
- Cook
- Crane Operator - Locomotive
- Dispatcher - Materials
- Driver - Licensed Trucks - Tractor
and Trailer - Semi
- Heavy Equipment Operator
- Inspection Department - Inspection
(Special Assignment)
- Kitchen Help
- Locomotive Operator
- Safety Equipment Repair
- Salvage Reclaimer
- (2) Shipping Clerk
- Yard Labor
- Blacksmith
- Casting Layout

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Appendix B

GM Powertrain, Defiance Castings, Engines, Transmissions, Defiance, Ohio, (cont'd.)

(3) Garage Mechanic

(1) Machinist

Pattern Maker - Leader

Pattern Maker - Wood & Metal

Shift Operating Engineer

Tool Grinder

(1) Designated as a foundry job only for those employees so classified who work in Plant 2, 816 Department.

(2) Designated as a foundry job only for those employees so classified who work in Plant #1, 539 Department.

(3) Designated as a foundry job only for those employees so classified who work in Plant #2, 816 Department, Battery Charge Area.

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Appendix B

GM Powertrain Saginaw Metal Casting Operation, Saginaw, Michigan

- (1) Attendant - Pattern Storage
 - Attendant - Pattern Storage - Leader
 - Clerks - Receiving - (Includes Inspectors)
 - Crane Hooker or Signal Person
 - Crane Operator - Locomotive
 - Crib Attendant - Maintenance
 - Crib Attendant - Pattern Shop
 - Drill Press Operator
 - Driver - Licensed Passenger Cars
 - Drivers - Licensed Trucks - Receiving & Yard
- (1) Equipment Operator - Special
 - (Including Bay City Shovel, Bull Dozer, Pay Loader Shovel Operator)
 - Field Sand Gasoline Locomotive Operator
 - Flask Repair - Metal Flask
 - Flask Repair - Metal Flask - Leader
 - Gardener
 - Laborer - Yard - Maintenance - Leader
 - Labor - Yard - Maintenance - Railroad
 - Track Repair
 - Locker Room Attendant
 - Milling Machine Operator - Driers
- (2) Oiler - Machinery, Equipment and Motors
 - Power House Attendant
 - Receiving Department - Leader
 - Salvage - Flash Cutter

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Appendix B

**GM Powertrain Saginaw Metal Casting
Operation, Saginaw, Michigan (cont'd.)**

Crane Repair - (Also Operates Crane)
Crane Repair - Leader
Die Repair
Flask Welder
Grinder - Cutter
Grinder Operator - Blanchard
Inspector - Layout
Machine Repair - Machinist - Maintenance -
Leader
Machine Repair - Machinist - Maintenance
Machine Repair - Machinist - Pattern Shop
Power House - Engineer - Class "B"
Power House - Fireperson
Power House - Repair
Power House - Repair - Leader
Truck Repair - Gas
Truck Repair - Gas - Leader
Truck Repair - Gas and Electric
(3)Welder - Maintenance - Gas & Arc
Welder - Tool and Die

(1) Designated a foundry job only for credited
service accrued on and after July 27, 1987.

(2) Not designated as a foundry job for those
employees so classified who work in
Department 32.

(3) Not designated as a foundry job for those
employees so classified who work in
Department 30.

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Appendix B

Appendix B

Any job classification in effect at a plant specified in Appendix B that was discontinued at such plant prior to September 14, 1973 shall be designated a foundry job if the work that was performed by employees on such discontinued job classification shall conform substantially to work performed at the same plant by employees on a job classification designated as a foundry job for such plant.

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APPENDIX C

For the sole purpose of Article III, Section 76 of the Plan, only those job classifications specifically listed herein, which are set forth in the Local Wage Agreement in effect as of October 1, 1979 at Delco Moraine Division, Dayton, Ohio, may be designated asbestos jobs. Such designation as an asbestos job will apply only to these classifications at the above-specified plant location under the conditions specifically set forth herein. No other job classifications shall be designated asbestos jobs.

Delco Moraine Division, Dayton, Ohio

The following job classifications involved in the blending and processing of raw asbestos are designated asbestos jobs for employees so classified who are assigned to Departments 73M, 515, 523, and 530.

- Experimental Lining
- Extruding Machine Operator
- Janitors
- Job Setter
- Lining-Grinder
- Machine Cleaners
- Preform of Disc Brake Linings
- Production Heat Treat Linings
- Protective Coating Operator
- Sensor Riveters
- Stock Handler
- Weigh and Mix Materials

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**APPENDIX D
AGREEMENT IMPLEMENTING SECTION
3(C) OF THE SUPPLEMENTAL AGREEMENT
PENSION PLAN, DATED September 16, 2011,
BETWEEN GENERAL MOTORS LLC AND
THE UAW ESTABLISHED BY BOARD OF
ADMINISTRATION**

Pursuant to Section 3(c) of the Supplemental Agreement Pension Plan, dated ~~September 16, 2011~~(A), between General Motors LLC and the International Union, UAW, the following provisions are hereby established by the Board of Administration, hereinafter referred to as the Board:

A. PENSION COMMITTEES

1. There shall be established for each location having a bargaining unit or units covered by the terms of the National Agreement between the parties dated ~~September 16, 2011~~(A), a Pension Committee consisting of members appointed by the GM Department of the International Union and members located at a GM Benefits & Services Center, hereinafter referred to as the Center, as delegated by the GM Employee Benefits Staff of General Motors LLC.

2. The Pension Committee Union members shall have an alternate. Meetings or participation through conference calls of the Committee shall be arranged by mutual agreement, and in the event a member is absent, the alternate may attend and when in attendance shall exercise the duties of the member.

3. The individual appointed by the Union as a member or alternate shall be an employee of General Motors LLC, having at least one year of seniority, and

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working at the plant where, and at the time when, such employee is to serve as a member of the Pension Committee.

4. Either Employee Benefits or the International Union at any time may remove a member or alternate appointed by it and appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

5. The names of the Union members and alternate members of the Pension Committees shall be given in writing by the GM Department of the International Union to Employee Benefits of the Company. No such member of the Committee or such alternate member shall function as such until such written notice has been given.

6. The names of the Company members appointed by Employee Benefits and alternate members of the Pension Committees shall be given in writing by Employee Benefits to the GM Department of the International Union.

7. Under usual circumstances, in plants employing 600 or more employees, the union benefit representative who functions in the Benefit Plan district in which a retiring employee or an employee who raises a problem works will serve as the Union member of the Pension Committee with respect to that employee's case.

8. A Union member of the Pension Committee shall, after reporting to such Union member's supervisor, be granted permission to leave work during working hours without loss of pay to:

(a) attend meetings or participate in conference calls of the Pension Committee,

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Appendix D., A8(b)

(b) confer in the plant with an employee who requests the presence of the Union member of the Pension Committee to discuss matters with respect to eligibility for retirement or the computation of pension benefits in connection with such employee's pending retirement and to discuss any disputes relative to credited service, or

(c) confer in the plant with a retired employee or surviving spouse who requests the presence of the Union member of the Pension Committee to discuss matters with respect to such person's eligibility for benefits or the computation of such benefits.

Such permission shall be granted with the understanding that the time will be devoted to the prompt handling of such matters.

With respect to a request made in accordance with paragraphs (b) and (c) above, permission shall be granted in a timely manner consistent with the circumstances and nature of the request.

Consistent with the purpose of this procedure, a rule of reason should be applied in determining whether an employee should be excused from a job in order to confer with the Union member of the Pension Committee. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the employee from a job. On many jobs, discussion between the employee and the Union member of the Pension Committee is entirely practical without the necessity for the employee being relieved. On the other hand, an employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to

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discuss the pension question as set forth in (b), above, with the Union member of the Pension Committee. A suitable place in which to discuss such issues also should be permitted a retiree or surviving spouse. This shall not interfere with any local practice which is mutually satisfactory.

B. RETIREMENTS

**1. Normal Retirement or Early Retirement
(Employee Option)**

Application for a pension benefit under the provisions of the Pension Plan for normal or early retirement at the option of the employee shall be made by contacting the Center for a retirement package. The retirement package will be provided to the employee or Union member of the Pension Committee as requested. The retirement package contains all documents necessary to initiate a retirement.

**2. Early Retirement Under Mutually
Satisfactory Conditions**

(a) When an employee is to be retired under mutually satisfactory conditions, the retirement package will be prepared by the Center and sent to the Union member of the Pension Committee or Personnel Director, as requested, in accordance with the procedures in Section D.

(b) Retirement under mutually satisfactory conditions will be determined based solely on the Standards as set forth in the Pension Plan applicable to such retirement, only upon the written approval of the Personnel Director or the designated representative of the Personnel Director, and acknowledged in writing by the employee on form HRP-9M.

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(c) Neither the Pension Committee nor the Board shall have any jurisdiction with respect to any questions as to whether any employee retired at the employee's own option or under mutually satisfactory conditions under the Standards set forth in the Pension Plan.

3. Total and Permanent Disability Retirement

(a) Employees with seniority may apply for a total and permanent disability retirement (T&PD) on form HRP-15, "Application for Total and Permanent Disability Benefits". Such forms will be available through the Center or the Union member of the Pension Committee.

(b) The employee will supply a physician's statement and other necessary information on form HRP-15 and submit the form to the Center. The Center will furnish one copy of the front side of form HRP-15 to the Union member of the Pension Committee.

(c) An employee with seniority who has a terminal condition may apply immediately for T&PD retirement as provided in paragraphs (a) and (b) above. In the event such employee has been on leave at least one month and the cause of death is directly or indirectly a result of the terminal condition which gave rise to the disability leave of absence (for example, excluding death as a result of homicide, suicide, or accidental death), and who has applied for retirement prior to death, shall not disqualify an otherwise eligible surviving spouse from receiving a benefit. Notwithstanding the foregoing, effective October 1, 1999, (a) in the case of an occupational injury or disease incurred in the course of employment with General Motors LLC resulting in death, neither the one-month period nor the leave of absence

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requirement shall apply, and (b) in the case of a terminal condition as such term is used and qualified in this paragraph, the one-month period shall not apply.

(d) The Center will notify each employee who has been absent for five (5) continuous months, because of disability, of such employee's possible eligibility for T&PD pension. The Union member of the Pension Committee will be furnished a copy of the employee's notification letter. If such absence continues for a period of nine (9) full months because of disability and the employee has not applied for T&PD pension, the Center will again notify the employee of such employee's possible eligibility for such pension and will furnish a copy of the employee's notification to the Union member of the Pension Committee.

(e) When it becomes necessary to determine whether an employee is totally and permanently disabled within the meaning of the Pension Plan, the following procedure shall govern:

(1) The Company make such determination upon the basis of medical evidence satisfactory to it within 45 days of receipt of the employee's application for T&PD retirement (unless special circumstances require an extension of time and written notice of the need of an extension is provided). If it is determined that the employee is totally and permanently disabled, the Center will process the application in accordance with the procedures set out in Section D., "Authorization for Pension Benefits".

If it is determined that the employee is not totally and permanently disabled, the Center will prepare form HRP-22, "Notice of Determination - Application for Total and Permanent Disability Benefits". Copies

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of such form will be furnished to the employee and the Union member of the Pension Committee. The Center also will furnish the Union member of the Pension Committee with a copy of the reverse side of form HRP-15, "Statement of Employee's Physician".

(2) If the employee is denied a T&PD retirement due to medical disqualification as defined in Article II, Section 3(b) of the Plan, the employee will have at least 180 days, but in no event more than 210 days, following receipt of the denial to appeal such denial by writing to the Plan Administrator at P.O. Box 5078, Southfield, Michigan, 48086-5078. The Plan Administrator has the authority to construe and interpret Plan language and render decisions on behalf of General Motors LLC. The employee should include in the appeal the reason(s) the employee believes the application was improperly denied, along with any additional comments, documents and medical records relating to the employee's appeal. If the employee is denied a T&PD retirement for reasons other than medical disqualification, the employee may appeal by initiating the procedure set forth in Section K of this Appendix D within the 180 day period, including the 180th day. The response to the appeal will be provided within a reasonable time but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the request for review is received.

The GM Medical Director will evaluate the medical information pertaining to the employee's T&PD appeal and make a determination in accordance with the provisions of the Plan. The GM Medical Director has discretionary authority in this process to construe, interpret, and make medical evaluation on behalf of General Motors LLC regarding the employee's T&PD application.

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Appendix D. B 3(e)(2)

The Plan Administrator will advise the employee of the appeal determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability", within a reasonable time, but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the employee's appeal is received, a copy of form HRP-21B will be provided to the Union member of the Pension Committee. Upon written request, the employee may request, free of charge, copies of relevant documents, records and other pertinent information pertaining to their appeal.

In the event the employee's appeal is denied, in whole or in part, the employee may follow the Voluntary Appeal Process under Appendix D, Paragraph B(3)(e)(3) of the Plan or the employee has the right to bring civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974.

(3) Voluntary Appeal Process - If the employee or the Union member of the Pension Committee disagrees with the GM Medical Director's determination regarding medical disqualification for a T&PD retirement, an appeal of such determination may be made in writing to the Center within 30 days, including the 30th day, of receipt of the determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability". A copy of form HRP-21B will be provided to the Union member of the Pension Committee. The Pension Committee shall then designate a clinic in the area, which is on the approved list (Appendix D-1), to examine the employee and determine whether the employee is totally and permanently disabled pursuant to Article II, Section 3(b) of the Plan.

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Appendix D. B 3(e)(4)

(4) Prior to the clinic examination referred to above, the Center will prepare form HRP-21, "Determination of Total and Permanent Disability", and will furnish one copy to the clinic, one copy to the employee and one copy to the Union member of the Pension Committee. An employee, whose General Motors LLC employing unit is more than 30 miles one way from the clinic in the area on the approved list designated by the Pension Committee to examine the employee to make a determination as to whether the employee is totally and permanently disabled, will be reimbursed, upon written request, for miles actually driven from the employee's residence to such clinic and back, using the most direct route available. Such rate will be based on the Internal Revenue Service (IRS) mileage rate.

(5) The clinic, after examining the employee, shall make a determination if the employee is totally and permanently disabled. Such determination shall decide the question and shall be final and binding on the employee, the Company and the Union. Pursuant to ERISA, the employee may seek court review subject to the above.

(6) Upon receipt of any clinic determination, the Center will complete form HRP-21A, "Notice of Clinic Determination - Total and Permanent Disability", furnish copies to the employee and the Union member of the Pension Committee, and retain a copy in the employee's pension file. If the clinic determination is that the employee is not totally and permanently disabled, form HRP-21A shall instruct such employee to report to the Plant Medical Director for examination.

(7) If the clinic, after examining the employee, determines that the employee is not totally and permanently disabled, the Plant Medical Director will

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Appendix D. B 3(e)(7)

examine the employee to determine whether the employee is able to perform a job in the plant. Where the employee has no home unit, the clinic determination will be final and binding on the employee, the Company, and the Union. The employee's name will be submitted to the National Employee Placement Center for placement.

(8) If the Plant Medical Director, after examining the employee, determines that the employee is able to perform a job in the plant, the employee will be deemed by the Company not to be totally and permanently disabled within the meaning of the Pension Plan. Such job will be identified in writing to the employee with a copy to the Union member of the Pension Committee.

(9) If the Plant Medical Director, after examining the employee, determines that the employee is not able to perform any job in the plant, the employee will be deemed by the Company to be totally and permanently disabled within the meaning of the Pension Plan.

In connection with this Voluntary Appeal Process, the Plan waives the right to assert that a claimant has failed to exhaust administrative remedies because the employee did not elect to submit their appeal to this voluntary level of appeal. The Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time the voluntary appeal is pending.

(f) When it becomes necessary to determine whether a disability pensioner continues to be totally and permanently disabled within the meaning of the Pension Plan, the following will implement the provisions of Article II, Section 3(c) of the Plan:

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Appendix D. B 3(f)(1)

(1) The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the pensioner is no longer totally and permanently disabled, the Company will prepare form HRP-23, "Notice of Determination - Cessation of Total and Permanent Disability Benefits", and will furnish copies to the disability pensioner, the Union member of the Pension Committee, the local Personnel Director, and two copies to the Board.

(2) If the Union member of the Pension Committee disagrees with the Company's determination, the procedure described in Paragraph B3(e) will apply.

(g) When it is found that a disability pensioner is employed, the Company will make such investigation as it considers appropriate to determine if the pensioner is engaged in gainful employment for purposes other than rehabilitation (or employment necessary to avoid a reduction or elimination in Worker's Compensation benefits under state law). If the Company determines, on the basis of evidence satisfactory to it, that the employment in which the disability pensioner is engaged is gainful employment and is not for purposes of rehabilitation or not to avoid a reduction or elimination of Worker's Compensation benefits under state law, the Company will prepare form HRP-23 and will furnish copies to the disability pensioner, the Union member of the Pension Committee, the local Personnel Director, and two copies to the Board.

(1) If such pensioner disputes the Company's determination on the basis that the employment is not gainful employment, such determination may be appealed by filing a written claim with the Pension Committee as set forth in Section K herein.

(2) If such pensioner disputes the Company's determination on the basis that the employment is for purposes of rehabilitation, such pensioner may, within 30 days of receipt of such determination, file a written claim with the Center on form BA 1, "Employee

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Appendix D. B 3(g)(2)

Claim to Pension Committee". The Pension Committee shall then designate a clinic in the area, which is on the approved list (Appendix D-1), to examine the pensioner. The opinion of the clinic shall decide the question with respect to whether the employment in which the disability pensioner is engaged is rehabilitative or not and such opinion shall be final and binding on the pensioner, the Company and the Union. Such clinic exam shall not be performed if there is any unresolved claim pending with respect to whether such pensioner's employment is gainful employment.

(3) If such pensioner disputes the Company's determination on the basis that the employment is for purposes of avoiding a reduction or elimination of Worker's Compensation benefits under state law, such determination may be appealed by filing a written claim with the Pension Committee as set forth in Section K herein.

(h) If a disability pensioner returns to work for the Company, the local Personnel Director or designee will notify the Union member of the Pension Committee and the Center of such return to work. When the former employee returns to work, the local Personnel Director or designee will furnish such former employee with a copy of the Summary Plan Description, "What You Should Know About Your Benefits" booklet and a copy of the "Local Seniority and Wage Agreement".

(i) When a former employee who has retired under total and permanent disability provisions asserts such retiree has recovered and notifies the Company of their intent to return to work, the following procedure will be utilized:

(1) The retiree will provide medical evidence to the Plant Medical Director, satisfactory to the Company, that supports that such retiree is no longer T&PD. The information will include, among other relevant information, a narrative report that details what has improved and why the condition under which such retiree was determined to be T&PD no

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Appendix D. B 3(i)(1)

longer exists or no longer disables the retiree. Documentation will include appropriate lab reports and/or test results.

(2) If necessary, the Plant Medical Director may examine the retiree to determine if the retiree has recovered.

(3) If the Plant Medical Director determines the retiree has recovered and is able to engage in regular employment on a job within the plant, the Plant Medical Director will review the matter with the Company. If the Company agrees, the retiree is to be removed from T&PD status and seniority will be treated as set forth in Exhibit A, Section 4(b) of the Supplemental Agreement (Pension Plan), and the retirement is to be cancelled. The Plant Medical Director will advise the retiree, the Union Benefit Representative (UBR), and the Center.

(4) If the Plant Medical Director determines that the retiree has not recovered and should remain on T&PD retirement, the retiree will continue in T&PD status under the Pension Plan. The Plant Medical Director will advise the retiree, the UBR and the Center.

(5) If the retiree disagrees, the retiree may contact the UBR. If the UBR disagrees with the Plant Medical Director's determination, the UBR will forward the case, with all pertinent medical information, to the International Representative in the UAW-GM Department. The International Representative may forward the case to the GM Employee Benefits (EB) Staff. After reviewing the case with the Corporate Medical Director, the GM EB Staff will provide the International Representative with the Corporate Medical Director's decision of why the retiree has not recovered and is not able to engage in regular

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Appendix D. B 3(i)(5)

employment on a job within the plant. If the International Representative disagrees with the determination of General Motors LLC, the International Representative and the GM EB Staff may agree to schedule an exam with an impartial specialist physician selected by the Plant Medical Director or, in the absence of such agreement, the GM EB Staff will advise the Plant Medical Director to schedule an exam with an impartial clinic in the area which is on the approved list (Appendix D-1). However, in all cases where the retiree has been retired for five or more years, the retiree will be sent to an impartial specialist approved by the GM EB Staff and the International Representative. The impartial clinic or physician will determine whether the retiree has recovered and is able to engage in regular employment on a job within the plant. The decision of the impartial clinic or physician is final and binding on the retiree, the Union and General Motors LLC.

If the impartial clinic determines the retiree remains totally and permanently disabled, the former employee remains retired and cannot reapply to return to work unless there is a substantial change in the retiree's medical condition subsequent to the initial request to return to work. If the impartial physician determines the retiree has recovered and is able to engage in regular employment on a job within the plant, the retiree is to be removed from T&PD status and seniority will be treated as set forth in Exhibit A, Section 4(b) of the Supplemental Agreement (Pension Plan). The Plant Medical Director will advise the retiree, the Union Benefit Representative and the Center of the determination.

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C. PENSION BENEFITS TO SURVIVING SPOUSE

1. An employee who retires prior to age 55 with benefits commencing on or after October 1, 1970, excluding 1) an employee with 30 or more years of credited service who retires with benefits commencing on or after October 1, 1974, or 2) an employee retiring with benefits commencing on or after October 1, 1984, as early as age 50 under mutually satisfactory conditions in accordance with the Standards set forth in the Pension Plan, will be informed by the Center prior to age 55 with respect to surviving spouse coverage. The retired employee for whom such surviving spouse coverage is to be effective must advise the Center of the intent to reject the coverage, on a form approved by General Motors LLC, "Rejection/Election of Survivor Coverage", which includes the written consent of the pensioner's spouse that informs the spouse of the effect of rejection, and that is witnessed by a notary public, and filing it with the Center, during the month prior to the month in which the pensioner attains age 55.

An employee who is married when the surviving spouse coverage would otherwise become effective, but who has been married less than one year at that time, may elect such coverage to become effective on the one-year anniversary of the marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one-year anniversary date.

2. Pre-retirement survivor coverage is provided to a former employee who separated from service pursuant to the provisions in Article II, Section 11(j). The former employee shall submit proofs as provided in Paragraph C3 below and complete the retirement package.

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A former employee with deferred vested eligibility who initiates commencement of such benefit will have automatic surviving spouse coverage in effect at the time of the employee's break in seniority unless rejected by the former employee and spouse and witnessed by a notary public.

3. An employee, or former employee, for whom the surviving spouse coverage is to be effective must submit, prior to the effective date, satisfactory proof to the Center:

(a) of the date of birth of the designated spouse,

(b) that the employee and spouse have been married for at least one year prior to the effective date of the coverage, and

(c) the spouse's Social Security number.

4. An employee's surviving spouse who is eligible for surviving spouse benefits under the Pension Plan, following the death of such employee prior to the employee's retirement, must submit to the Center the proofs required under (a), (b) and (c) of Paragraph C3 above and complete the retirement package, prior to commencement of such benefits.

5. In the event of the death of the employee's designated spouse, a retired employee, or former employee, who has surviving spouse coverage in effect may have the basic benefit restored to the amount payable without such coverage. To have the basic benefit restored, a pensioner must submit to the Center a copy of the Death Certificate for such spouse. (For deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day

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of the month following the date of death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death.)

In the event of the pensioner's divorce by final court decree from the designated spouse and a Qualified Domestic Relations Order (QDRO) so provides, a pensioner who has surviving spouse coverage in effect may have the basic benefit restored to the amount payable without such coverage. To have the basic benefit restored, the pensioner must submit to the Center written revocation of the election because of divorce on a form approved by the Company and the QDRO must so state.

In either case, a notice indicating the adjusted monthly benefit amount resulting from revocation of the surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

6. An employee who retired with benefits payable commencing prior to October 1, 1970 and who has surviving spouse coverage in effect (excluding a special survivor option) and who is divorced by final court decree and a QDRO so provides may elect to receive the full amount of any increase in benefits otherwise payable effective on or after April 1, 1971. To receive the full amount of any such increase, the pensioner must submit to the Center written revocation on a form approved by the Company and the QDRO must so state. A notice indicating the adjusted monthly benefit amount resulting from revocation of the surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

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7. Effective October 1, 1979, an employee who retired with benefits commencing on or after January 1, 1962, who had not previously rejected surviving spouse coverage for which such employee was eligible, and who marries or remarries, may elect or re-elect such coverage, following satisfactory proof of marriage. (For elections effective January 1, 1997 and thereafter, such coverage shall become effective on the one year anniversary of the marriage.) In the event a retired employee marries or remarries on or after October 1, 1996, the completed documents required in Paragraph C3 above must be received by General Motors LLC on or before the retired employee's eighteen month anniversary of marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one-year anniversary date.

To obtain surviving spouse coverage, the pensioner must submit to the Center a completed form HRP-60, "Notice Relating to Survivor Coverage". A notice indicating the adjusted monthly benefit amount resulting from election or reelection of surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

Effective October 1, 2003 through December 31, 2009, a retiree who marries or remarries and adds such retiree's spouse to health care or life insurance coverage within 12 months of such marriage or remarriage will be deemed to have automatically elected surviving spouse coverage, effective with the one year anniversary of such marriage or remarriage and the applicable reduction in the retiree's benefit will commence, provided eligibility is met. In no event, shall such election be effective if the retiree previously rejected survivor coverage.

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Beginning January 1, 2010, a retiree who marries or remarries and wishes to elect surviving spouse coverage, must contact the GM Benefits & Services Center directly within 18 months of such marriage or remarriage in order to elect such coverage. The applicable reduction in the retiree's benefit will commence effective with the one year anniversary of such marriage or remarriage, provided eligibility is met.

Prior to the one year anniversary date, the Center will mail Form HRP-60A to the retiree notifying the retiree of their right to revoke the coverage.

If the retiree contacts the Center after the one-year anniversary date to revoke the coverage, but not later than 18 months from the date of marriage, the Center will re-mail Form HRP-60A and inform the retiree that notarized spousal consent is required to waive coverage. The cost of coverage is recoverable from the first of the month following receipt of required documentation but the election is irrevocable if such Form HRP-60A is received after 18 months of marriage.

D. AUTHORIZATION FOR PENSION BENEFITS

1. Following the employee's application to retire in accordance with B1 or approval to retire in accordance with B2 or B3, the Center will prepare a retirement package which includes the employee's monthly benefit amounts, and attachments, and forward such package to the requester. In order to allow the employee's pension payment to commence on the effective date of the retirement, the employee should apply for retirement a minimum of 60 days in advance of the desired date of retirement. At the time of the request to retire, the Center needs to be provided with the required personal data that would enable the

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Center to create a retirement package, e.g., Social Security numbers, birth dates and marriage date, if applicable. Upon receipt of the request to retire, the Center should mail a retirement package to the requester in ten business days except in circumstances (1) requiring credited service audits, (2) calculations impacted by service with a former GM unit, or (3) Qualified Domestic Relations Orders (QDRO's) within the meaning of IRC Section 414(p). The Center, in such cases, will mail the packages within ten business days following the resolution of the applicable issue.

2. To commence the pension payment on the employee's desired retirement date, the Center must receive the completed retirement forms at least 30 days in advance of the retirement date. In cases where the Center does not mail the retirement package within ten business days, but the requester returns the completed package to the Center at least 30 days prior to the retirement date, the Center will assure a timely payment or a "special check", if necessary, during the weekly processing of such payments.

3. The Union member of the Pension Committee will review the retirement package and arrange for the employee's review. The employee and Union member of the Pension Committee will sign the applicable forms.

4. The Pension Committee shall have authority, consistent with all of the provisions of the Pension Plan (Exhibit A-1) and the Supplemental Agreement (Exhibit A), to approve authorizations for pension benefits. The Pension Committee shall pass upon all authorizations for benefits under the Pension Plan for employees covered by this Agreement after the necessary information for proper consideration of such authorizations has been supplied to the employee and

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Union member of the Pension Committee by the Center from its records and other sources, but prior to the payment of any pension due the employee.

5. The Union member of the Pension Committee will provide a signed copy of applicable retirement forms to the retiring employee and forward the original forms and required documents to the Center.

6. When sickness and accident benefits become payable to an employee, or retired employee, for any period beyond the authorized commencement date of such employee's monthly pension benefits, and that fact has not been noted on the authorization form, the Center will notify the pensioner and the Union member of the Pension Committee of any suspension of pension benefits for the maximum period such sickness and accident benefits are payable and, if applicable, the reduction of the pension benefit payable for the month in which sickness and accident benefits expire. If it is determined subsequently that sickness and accident benefits are not payable for the maximum period, the Center will provide notification to the pensioner and to the Union member of the Pension Committee. The Union member of the Pension Committee will be advised of any reinstatement of pension benefits following the known expiration date of sickness and accident benefits.

E. REDETERMINATION OF BENEFITS

1. The Center will prepare and provide benefit adjustment communications when redetermination of benefits is required because of:

(a) the surviving spouse coverage becoming effective upon attainment of age 55 for employees retired with benefits commencing on or after October 1, 1970, or

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Appendix D. E 1(b)

(b) surviving spouse coverage becoming effective upon one year of marriage for pensioners married less than one year when such coverage otherwise would have been effective, or

(c) revocation of surviving spouse coverage due to death or divorce of a previously designated spouse, or

(d) surviving spouse coverage becoming effective after marriage or remarriage subsequent to retirement, or

(e) a reduction of benefits due to receipt of Workers Compensation benefits, or

(f) eligibility of a pensioner or surviving spouse under age 65 to receive a special benefit, or

(g) eligibility or ineligibility, whichever may be applicable, for a Federal Social Security benefit for disability.

2. When redetermination of benefits is required because of adjustment of credited service, change of benefit class code, base hourly rate, or age with respect to an employee who has retired with benefits, the Center will prepare and provide benefit adjustment communications.

3. A pensioner retired at the employee's option or under mutually satisfactory conditions or the total and permanent disability provision of the Plan shall furnish the Center an authorization to periodically request from the Social Security Administration such pensioner's Social Security disability insurance benefit status. A pensioner retired under the total and permanent disability provisions of the Plan and not receiving a supplement shall furnish the Center an

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authorization to periodically request from the Social Security Administration a report of any after-retirement earnings such employee may have received prior to age 65 or 62, as applicable.

4. If it is determined that a pensioner received an overpayment of benefits because of receipt of a retroactive Social Security Disability Insurance Benefit award, such pensioner will provide the Center with evidence from the Social Security Administration establishing the date disability insurance benefits commenced.

If such evidence is not submitted by the pensioner within a reasonable period following request by the Center, any benefits payable to the pensioner under the Plan will be suspended upon notification to the pensioner and the Union member of the Pension Committee.

5. (a) When the evidence is received so that a calculation of overpaid benefits can be made, the pensioner will be requested to repay promptly the amount of overpaid benefits in a lump sum. Upon receipt of the repayment, benefits will resume if previously suspended.

If the pensioner received an overpayment of benefits because of receipt of a retroactive Social Security Disability Insurance Benefit award and the amount of overpayment is not promptly repaid in a lump sum, a deduction shall be made from future monthly benefits equal to 50% of the total amount of such monthly benefits until the total amount suspended equals the overpayment.

In cases of overpayments because of fraud or willful misrepresentation with respect to receipt of Social Security disability insurance benefits, if the

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pensioner does not repay promptly the full amount of overpayment in a lump sum, 100% of the pensioner's monthly benefits otherwise payable shall be suspended until the total amount suspended equals the overpayment.

(b) On or after October 1, 1987, if the pensioner receives a retroactive Social Security Disability Insurance Benefit (DIB) award resulting from a Reconsideration or Hearing before an administrative law judge, the amount of pension benefits to be repaid will be reduced by an amount equal to any attorney fees, paid by the pensioner, associated with the award, provided the employee makes such repayment within 30 days of the date of notification by GM of the amount to be repaid. This reduction applies only to attorney fees associated with a successful appeal of a denial of DIB, and includes only that portion of such fees associated with the period of time the employee was entitled to receive pension benefits. Any such reimbursement for any such fees may not exceed 25 percent of the amount of any overpayment as of the first of the month immediately following the month in which the pensioner is notified by Social Security of the DIB award. Attorney fees incurred for services received prior to denial of the initial application for DIB will not reduce the amount of repayment due.

6. In cases of overpayment because of a retroactive Social Security Disability Insurance Benefit award, a letter showing the amount of the overpayment as well as the current benefit payable will be provided to the retired employee and the Union member of the Pension Committee.

F. DEFERRED PENSION BENEFITS

1. When the seniority of an employee who has 5 or more years of credited service or "service" as defined under Article III, Section 65(d) is broken for

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any reason except death or retirement, the Center will prepare form HRP-11G, "Monthly Deferred Vested Pension Benefits".

2. The Center will forward the HRP-11G, an explanation letter, and a copy of the early commencement age reduction factor table directly to the former employee.

3. In order to receive deferred vested benefits under the Pension Plan, such former employee shall call or write the Center to apply for commencement of such benefits. Such application must be made with the Center not earlier than 180 days prior to the date the former employee is first eligible for such benefit. Surviving spouse coverage is automatic unless rejected and will become effective concurrent with commencement of benefits. Such former employee must advise the Center if they wish to reject this coverage prior to the requested commencement date, so that a retirement package can be provided to the former employee. The former employee must complete the forms and return them, along with required documents as provided for in Paragraph C3, to the Center.

G. DEDUCTIONS BECAUSE OF WORKERS COMPENSATION PAYMENTS

If an employee retired with benefits payable commencing on or after April 1, 1971 receives Workers Compensation not specifically excluded from offset under the Pension Plan, the Center will prepare a benefit adjustment communication, to effect deductions from pension benefits equal to the amount of the Workers Compensation payable.

H. CREDITED SERVICE

1. Establishment of Credited Service

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Appendix D. H 1(a)

(a) An employee who is employed or reemployed by the Company may request the establishment of credited service for prior periods of Company employment or the reinstatement of lost credited service by completing and executing form HRP-17A, "Employee's Request for Additional Credited Service", and forwarding it to the Center.

(b) An employee may apply for additional credited service under provisions of Article III of the Pension Plan by completing form HRP-17A, "Employee's Request for Additional Credited Service", and forwarding it to the Center. A copy of such completed HRP-17A will be furnished to the Union member of the Pension Committee.

The Center will notify the employee of its determination under (a) or (b) immediately above on form HRP-17B, "Notice of Determination - Employee's Special Request for Additional Credited Service". One copy will be furnished to the Union member of the Pension Committee.

(c) The records of a plant, whether of the Company or of a company acquired by the Company prior to October 1, 1950, as referred to in Article III, Section 1(c) of the Pension Plan dated September 21, 1984 (Exhibit A-1) in which an employee claims service, shall be presumed to be conclusive of the facts concerning such employee's employment, if any, unless shown beyond a reasonable doubt to be incorrect.

2. Annual Statement of Credited Service

(a) Not later than April of each year, employees will receive a statement of credited service showing the employee's credited service under the Pension Plan for the preceding calendar year and the

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total of such credited service up to the end of the preceding calendar year as indicated by General Motors LLC records.

(b) The record of the employee's credited service, as shown on the annual statement of credited service, will be established as correct. However, if the employee believes the credited service for the preceding calendar year is incorrect, such employee shall bring the matter to the Center's attention after receipt of such statement. The Center will check such claims of incorrect credited service and advise the employee of its findings. If the employee is not satisfied with the determination, such employee may refer the matter to the Union member of the Pension Committee by filing a claim on form BA 1 within 30 days after receipt of such determination. Such claims will be handled in accordance with the appeal procedure provided herein.

I. RECORDS

1. General Motors LLC shall keep and be responsible for records of the Pension Committee relating to applications for pension benefits, approved authorizations for pension benefits and dispute cases. Such records shall be made available to the Pension Committee upon request of the Committee members.

2. General Motors LLC shall keep and be responsible for records of the Board relating to all material referred to the Board. Such records and material shall be made available to the Board upon request of any of its members.

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J. GENERAL

1. Errors will be corrected when found. In the event of overpayment of any supplement or temporary benefit because a reduction was not made because of the receipt of Social Security Disability Insurance Benefits, or the basic benefit was not reduced for surviving spouse coverage, in either case resulting solely from a management error occurring on or after October 1, 1979, pensioner or surviving spouse liability shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

2. The Center will notify the Union member of the Pension Committee of the death of any pensioner.

K. APPEAL PROCEDURE

1. Any employee who disputes a determination with respect to such employee's (i) age, (ii) credited service under the Pension Plan, (iii) computation of pension benefits or supplements under the Pension Plan, (iv) partial or complete suspension of supplements, or (v) whether such employee is engaged in gainful employment except for purposes of rehabilitation, or for purposes of avoiding a reduction or elimination of Worker's Compensation benefits under state law, may file with the Center a written claim on form BA 1, "Employee Claim to Pension Committee". Such claim shall be filed within 60 days, including the 60th day, of receipt of such determination.

2. In all cases where the employee has filed a claim on form BA 1, the Pension Committee shall review such claim with the employee, return one copy

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of form BA 1 to the employee with a written answer to the claim and, if the claim is rejected, the reasons therefor.

3. If the employee is not satisfied with the answer, such employee may request the Pension Committee, in writing on form BA 1, to refer the case to the Board for decision. Such claim shall be filed with the Pension Committee within 60 days, including the 60th day, of the employee's receipt of such answer. The Pension Committee shall then forward form BA 1, with material pertinent to the case and the answer to the employee's claim, to the Board.

4. If the Pension Committee should fail to agree upon the disposition of any application or authorization, or of any claim filed by an employee, the case shall be referred to the Board for determination on form BA 2, "Notice of Appeal to Board of Administration". A written signed statement setting forth all the facts and circumstances surrounding the case, and any material pertinent to the case, shall accompany the referral. Such statement may be submitted jointly by the members of the Pension Committee or separate signed statements may be submitted provided such statements are exchanged by the Pension Committee members prior to being submitted to the Board.

5. All material with respect to cases referred to the Board shall be submitted in duplicate and shall be mailed to the Secretary, Pension Board of Administration, Mail Code 482-C32-A68, General Motors LLC Global Headquarters, 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000.

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6. The Board shall advise the Pension Committee in writing of the disposition of any case referred to the Board by the Pension Committee. The Pension Committee shall forward a copy of such disposition to the employee.

7. Forms BA 1 and BA 2 for each appeal must be requested from the Secretary, Pension Board of Administration, Mail Code 482-C32-A68, General Motors LLC Global Headquarters, 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000.

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APPENDIX D-1
Clinics Approved to Render Examinations for
Total and Permanent Disability Cases
Employees Covered by National UAW
or IUE-CWA Agreements

California

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(213) 745-6047

University of California
Hospitals Medical Center
350 Parnassus Avenue, Suite 607
San Francisco, California 94117
Attn: Kent Gershengorn, M.D.
(415) 476-6388

Illinois

University of Illinois at
Chicago Campus
914 South Wood Street
Chicago, Illinois
(312) 413-0369

Network Medical Review Company, LTD (NMR)
605 Fulton Avenue, Ste 2002
Rockford, IL 61103
Attn: Hilary Cooper (hilary.cooper@examworks.com)
Main Phone: 815-964-6334 ext 241192
Main Fax for Scheduling: 215-701-1886

Kansas

University of Kansas City Medical Center
3901 Rainbow Boulevard
Kansas City, Kansas 66160-7306
Attn: Robert Rondinelli, M.D.
(913) 588-6777

Massachusetts

New England Medical Center
262 Tremont Street
Boston, Massachusetts 02116
Attn: Dr. Lam
(617) 636-8871

KHJ
10-28-15

[Signature]
10-26-15

Appendix D-1

Michigan

Genesee County Internists Association
P.O. Box 4374
Flint, Michigan 48504
(810) 234-8665

4001 Walli Strasse Suite B.
Burton, MI 48509
(810) 742-9330

Park Plaza – Suite 206
G-1071 N. Ballenger Highway
Flint, MI 48504
Attn: Diana
(810) 234-1651

1170 Charter Dr.
Flint, MI 48532
Attn: Linda

~~Midwest Health Center~~
~~5050 Schaefer Road~~
~~Dearborn, Michigan 48126~~
~~Attn: Cheryl~~
~~(313) 581-6009~~

William Beaumont Hospital
Executive Health Services
Suite 140
3535 West 13 Mile Road
Royal Oak, Michigan 48073
Attn: Carol
(248) 551-7222

~~National IME Network~~
~~(Use only if no other clinics in the area)~~
~~17117 W. Nine Mile Rd.~~
~~Suite 1050~~
~~Southfield, MI 48075~~
~~(800) 794-2575~~

KMA
10-26-15

10-26-15

Appendix D-1

MES Solutions, (MES)

5700 East 11 Mile Road

Warren, MI 48091 - 1229

Attn: Lisa Fraser (fraserl@mesgrop.com)

Main Phone: 866-637-7575; 586-558-7800

Main Fax: 832-485-0345

E-fax for Scheduling: 832-485-0204

Email for Referrals: gmreferrals@mesgroup.com

KMA
10-26-15

10-26-15

Appendix D-1

New Jersey and New York

Dr. J. Roglieri
Columbia-Presbyterian Medical Center
161 Fort Washington Avenue – Room 221
New York, New York 10032
Attn: Diane or Grace
(212) 305-1910

Ohio

Dr. Gary Fehrman
1044 S. Main
Dayton, Ohio 45409
Attn: Jackie
(937) 223-4855

Oklahoma

McBride Clinic
1111 N. Dewey
Oklahoma City, Oklahoma 73103
Attn: Dr. Hess
Appt Line: (405) 232-0341 Ext. 774

Pennsylvania

Pittsburgh Diagnostic Clinic
4815 Liberty Avenue
Pittsburgh, Pennsylvania 15224
(412) 683-0034

KMA
10-25-15

JK
10-26-15

Standards

STANDARDS FOR APPLICATION OF PROVISIONS REGARDING RETIREMENT UNDER MUTUALLY SATISFACTORY CONDITIONS

GENERAL MOTORS HOURLY-RATE EMPLOYEES PENSION PLAN

Article II, Section 2(b) of the General Motors Hourly-Rate Employees Pension Plan provides that an employee may be retired early under mutually satisfactory conditions providing such employee is otherwise eligible. The following standards have been adopted by the Company as a guide in the application of this provision.

Standards

A. An employee who is unable to work efficiently by reason of permanent disability:

The retirement must be in the best interest of the Company. It is also intended to benefit employees who are unable to work efficiently by reason of permanent disability. It contemplates that the efficiency of operation will be improved by reason of the retirement which may be the case in any of the following situations:

(1) The employee is no longer physically or mentally capable of performing such employee's work in an efficient and satisfactory manner.

(2) The employee, though still capable of performing such employee's work satisfactorily, is prevented by chronic physical illness or physical disability (less than total) from working regularly to the extent that efficiency of operation is interfered with.

KMA
10-26-15

10-26-15

Standards

(3) The employee's condition, based on medical evidence satisfactory to the Company, is such that, although able to perform the duties of such employee's job efficiently and satisfactorily, such employee would thereby be jeopardizing personal health or that of fellow employees.

(4) The employee is on disability leave or is laid off because such employee is unable to do the work offered by the Company efficiently and satisfactorily although able to perform efficiently and satisfactorily other work in the plant to which the employee would have been entitled if such employee had sufficient seniority, and the employee's condition, based on medical evidence satisfactory to the Company, is expected to be continuous until normal retirement age.

B. An employee who is laid off from their last GM employment:

Retirement under mutually satisfactory conditions will be available to an employee who is laid off

(i) as a result of a plant closing or discontinuance of operations, or

(ii) whose layoff appears to be permanent, and in either case has not been offered suitable work by the Company in the same labor market area in which the employee was last employed by the Company.

KMM
10-26-15

10-26-15

Statement

STATEMENT OF INTENT

Notwithstanding the provisions of Exhibit A, Section 3(c) of the General Motors Hourly-Rate Employees Pension Plan; Exhibit D, Articles V and VI of the Supplemental Unemployment Benefit Plan, and the Items Agreed to by GM-UAW SUB Board of Administration; which deal with local union representatives for each of these benefit plan areas, the Company and the Union agree as follows:

1. Appointment of Benefit Representatives

(a) Local union benefit representative(s) and alternate(s) shall be appointed or removed by the GM Department of the International Union. Management benefit representative(s) shall be appointed or removed by management.

(b) Temporary replacement appointments may be made by the local union President for a minimum of one week and a maximum of four weeks. Replacement appointments for any absence in excess of four weeks also shall be made by the GM Department of the International Union. Replacement appointments in situations when the benefit representative(s) and alternate(s) are both absent but for less than one week and are on a leave of absence pursuant to the provisions of Paragraph 109 of the GM-UAW National Agreement may be made by the local union President. Any problems that may arise under this procedure may be discussed by the Company with the GM Department of the International Union.

(c) A local union benefit representative shall be an employee of the Company having at least one year of seniority, and working at the plant where, and at the time when, such employee is to serve as such

KMD
10-26-15

10-26-15

Statement

representative or alternate. No such representative or alternate shall function until written notice has been given by the GM Department of the International Union to General Motors LLC. In the case of temporary appointments, the notice should be given to local Management with additional copies forwarded to the GM Department of the International Union and General Motors LLC.

2. Number of Local Union Benefit Representatives

(a) In plants having a total of less than 600 employees, there may be one local union benefit representative and one alternate.

(b) In plants having a total of 600 but less than 1,200 employees, there may be two local union benefit representatives and two alternates.

(c) In plants having a total of 1,200 but less than 2,000 employees, there may be three local union benefit representatives and three alternates.

(d) In plants having a total of 2,000 but less than 5,000 employees, there may be four local union benefit representatives and three alternates. If such plants have a total of 1,400 or more employees on the second and third shifts combined, there may be five local union benefit representatives and two alternates.

(e) In plants having a total of 5,000 but less than 8,000 employees, there may be five local union benefit representatives and two alternates.

(f) In plants having a total of 8,000 but less than 10,000 employees, there may be six local union benefit representatives and two alternates.

KMB
10-26-15

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Statement

(g) In plants having a total of 10,000 or more employees, there may be seven local union benefit representatives and two alternates.

The number of employees as used herein shall include active employees, employees on sick leave of absence, and employees on temporary layoff.

3. Of the total number of local union benefit representatives and alternates otherwise available, one or more representatives and alternates may be assigned to the second shift or third shift so long as the total number of representatives and alternates set forth in Paragraph 2 above is not exceeded.

4. When plant population changes occur which would increase or decrease the number of local benefit plan representatives, such population changes must be in effect for a period of six consecutive months before such adjustment is made in the number of representatives, unless such population change results from the discontinuance or addition of a shift or the opening or closing of a plant. In the event of a cessation of operations, General Motors LLC, at the request of the UAW General Motors Department of the International Union, will provide for the continuance of Benefit Representation. Other situations involving a sudden significant change in the number of employees at a location may be discussed by General Motors LLC and the GM Department of the International Union.

5. Benefit Plan districts will be established by local mutual agreement. Only one local union benefit representative will function in a benefit district and will handle specified benefit plan problems raised by employees within that district pertaining to the Pension Plan, Life and Disability Benefits Program, Health Care Program and Supplemental

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10-26-15

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10-26-15

Statement

Unemployment Benefit Plan Agreements. An alternate will be permitted to function in the absence of a local benefit plan representative on the benefit plan representative's shift.

6. Any local union benefit representative may function as the member of the Pension Committee, as the member of the local Supplemental Unemployment Benefit Committee, or handle benefit problems under the Life and Disability Benefits Program and the Health Care Program with respect to employees in such representative's Benefit Plan district. An alternate may function in the absence of a local union benefit representative.

7. The time available to a local union benefit representative and alternate with respect to a Benefit Plan district may not exceed eight (8) regular working hours of available time in a day.

(a) On a local union benefit representative's regular shift and without loss of pay, a local union benefit representative(s) may accompany the management benefit representative for a mutually agreeable joint off-site visit to a local hospital, an impartial medical opinion clinic or a health maintenance organization, or other similar type joint ventures, with respect to benefit plan matters.

(b) A local union benefit representative attending a scheduled Management-Union Benefit Plan meeting on a shift other than the representative's regular shift will be paid for time spent in such meeting.

(c) One local union benefit representative attending the local union retiree chapter meeting will be paid for time spent in such meeting.

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10-26-15

✓ 10-26-15

Statement

(d) The time spent in such local union retiree chapter meetings, off-site visits or Management-Union Benefit Plan meetings will not result in additional hours which exceed regularly scheduled shift hours, overtime premiums or an increase in representation time being furnished as a result of the representative(s) not working a full shift on the representative's regular shift.

8. The local union benefit representative shall be retained on the shift to which the representative was assigned when appointed as such representative regardless of seniority, provided there is a job that is operating on the representative's assigned shift which the representative is able to perform.

9. The Benefit Plans - Health and Safety office may be used by local union benefit representatives during their regular working hours:

(a) To confer with retirees, beneficiaries, and surviving spouses who ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension Plan, Life and Disability Benefits Program and Health Care Program Agreements.

(b) If the matter cannot be handled appropriately in or near the employee's work area, to confer with employees who, during their regular working hours, ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a local union benefit representative with respect to legitimate benefit problems under the

KMA
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10-24-15

Statement

Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(d) To write position statements and to complete necessary forms with respect to a case being appealed to the Pension or SUB Boards by an employee in the local union benefit representative's Benefit Plan district, and to write appeals with respect to denied life, health care, and disability claims involving employees within the representative's Benefit Plan district.

(e) To file material with respect to the Pension, Life and Disability Benefits, Health Care and SUB Agreements.

(f) To make telephone calls with respect to legitimate benefit problems raised by employees under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.


(10) Notwithstanding Item 7 of this Statement of Intent, during overtime hours, Local Union Benefit Representatives will be scheduled to perform in-plant benefit related activities, if they would otherwise have work available in their equalization group.

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10-26-15

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**LETTER
AGREEMENTS**

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10-26-15

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Lump-Sum Payments

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations the parties agreed upon certain lump-sum payments to be made to eligible retirees and surviving spouses.

Lump-sum payments would be paid directly to retired employees and surviving spouses on the basis described below. The lump - sum payments will be made from the Hourly-Rate Employees Pension Plan.

1. The following persons will be eligible for lump-sum payments:

- (a) employees who retired prior to October 1, 2007 under the terms of Article II, Sections 1, 2 or 3 of the Plan and who are receiving benefits from the Plan as of the first of the month for which a lump-sum payment would be made.
- (b) eligible surviving spouses of employees who retired under the terms of Article II, Sections 1, 2 or 3 of the Plan prior to October 1, 2007, or surviving spouses eligible for a benefit prior to September 14, 2007 pursuant to Article II, Section 5(g) of the Plan (excluding surviving spouses of former employees who broke seniority and who are eligible for a

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10-26-15

[Signature]
10-26-15

Lump-Sum Payments

deferred pension), or surviving spouses eligible for a benefit under Article II, Section 8(d) and who are eligible for a pension benefit from the Plan as of the first of the month for which a lump-sum payment would be made.

- (c) however, any such retired employee, as described above, will be eligible to receive only 50% of any lump-sum payment on or after December 2007, if there is any outstanding disability overpayment under the Life and Disability Benefits Program.

2. Amount and Dates of Payments:

- (a) in December 2007, a flat payment of \$700 will be made to retired employees.
- (b) in December 2008, 2009 and 2010, a maximum payment of \$700 will be made to retired employees with thirty or more years of credited service. The payment to pensioners with less than thirty years of credited service will be \$23.3333 per year of credited service (with a proportional amount for fractional years) or a minimum payment of \$233.33.
- (c) eligible surviving spouses will receive 65% of the amount that would have been payable to the retired employee under (a) and (b) above.
- (d) any retired employee with an outstanding overpayment, as described in 1(c) above, will have an amount equal to the portion of the lump-sum payments they are ineligible to receive applied to the outstanding disability overpayment balance. If such amount exceeds such overpayment balance, the amount of excess will be payable.
- (e) any retired employee or surviving spouse of a retired employee with credited service

KWS
10-26-15

for
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Lump-Sum Payments

at a divested unit will receive a pro-rata payment based on the ratio of GM credited service to total GM and divested unit credited service.

Please indicate your concurrence in the proposed lump-sum payments arrangement and other provisions of this letter.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

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10-26-15

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10-24-15

Misc. (Benefits Training and Education)

GENERAL MOTORS LLC

September 19, 2011 (A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties renewed their commitment to provide on-going training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Annual Joint GM-UAW-UAW-GM Benefits Training Conference will ~~may~~ be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be provided by the parties. Training sessions will be revised, updated and scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

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10-26-15

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Misc. (Benefits Training and Education)

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate ~~plus COLA~~) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate ~~plus COLA~~) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-25-15

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10-26-15

GENERAL MOTORS LLC

September 19, 2011-(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Joe Ashton Mrs. Cynthia Estrada
____ Vice President and Director
____ General Motors Department

Dear Mr. Ashton Mrs. Estrada:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. ~~Therefore, the parties have agreed to implement an e-mail pilot program to provide Local Union Benefit Representatives the ability to contact the GM Benefits & Services Center (GMBSC) regarding routine non-emergency benefit questions. The e-mail functionality will be implemented no later than the fourth quarter of 2011. The parties will jointly review the effectiveness of the pilot program after 3 months from the pilot implementation date to determine the feasibility of implementation to all Local Union Benefit Representatives.~~

KMP
10-26-11

10-26-11

Misc. (Improving Benefits Service Through Technology)

2. The parties further agree ~~that the Company to~~ provide Local Union Benefit Representatives with GM On-Line computers with access to the appropriate systems required to perform their duties. The parties agree to provide voicemail, email and/or an answering machine at plant locations.

3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and made available on the Joint Activities System (JAS) at the Center for Human Resources.

4. The parties further agreed to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMM
10-26-16

10-26-15

Social Security

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:


During these negotiations, the parties agreed that the term "80% Date" means the first of the month in which a retiree is or would have been eligible to receive a Social Security retirement benefit equal to 80% of the retiree's Social Security full retirement benefit. The parties further agreed to provide for extended early retirement supplements, interim supplements and temporary benefits for current retirees born in 1944, 1945, 1946, 1947, 1948, or prior to September 15, 1949 who attain age 62 during the 2007 Agreement, and to future retirees born in those years who, during the term of the 2007 Agreement:

- (i) retire prior to attaining age 62 under Article II, Section (2) or Section (3) of the Pension Plan, and
- (ii) attain age 62.

Any such supplements or temporary benefits payable will be extended until the month prior to the retiree's "80% Date".

The parties also agreed to provide early retirement supplements (notwithstanding the age limitations within Article II, Section 6(a)(1)), interim supplements (notwithstanding the age limitations of Article II, Section 6(a)(2)) and temporary benefits (notwithstanding the age limitations of Article II,

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10-26-15


10-26-15

Social Security

Section 4(c)) to those employees born in 1944, 1945, 1946, 1947, 1948, or prior to September 15, 1949 who, during the term of this Agreement, retire subsequent to age 62 but prior to their individual "80% Date". For the purpose of applying this provision, interim supplements for those employees who retire after age 62 and were otherwise not eligible for an interim supplement will be determined as though the employee retired at age 61. In no event shall this provision serve to provide a total benefit at any time to an employee which is greater than the total benefit payable to a similarly situated employee who retires prior to age 62 with the same credited service..

For those retirees whose monthly basic benefit is subject to redetermination at age 62 and one month, the total amount of monthly pension benefit payable, subject to applicable increases, will be the same as that provided immediately prior to age 62 until attainment of the "80% date". For this purpose, any early retirement supplement or interim supplement payable after age 62 will be reduced by the amount of basic benefit that was increased as the result of the redetermination. For a retiree who is receiving an early retirement supplement or an interim supplement, who also is receiving a Social Security Disability benefit, that supplement will cease at age 62 and one month, as currently.

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10-26-16

[Signature]
10-26-15

Social Security

The parties further agree that, during the term of the 2007 Collective Bargaining Agreement, they would review the issues surrounding the changes in the Social Security "80% date" and evaluate alternatives to address this issue in the next Collective Bargaining Agreement.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMR
10-26-16


10-26-15

Credited Service

GENERAL MOTORS LLC

~~September 16, 2011~~(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the employment coding system and the resulting impact on the Workers Compensation credited service provision of the ~~GM-UAW~~ UAW-GM Pension Plan. This is to confirm that an employee who is absent from work on an approved leave of absence because of occupational injury or disease (Code A-11) and on account of such injury or disease, receives Workers Compensation payments, will receive credited service at the rate of 40 hours for each complete calendar week that the employee is on such leave.

For an employee whose initial leave is not considered an approved leave of absence because of occupational injury or disease, but the leave is subsequently changed to an approved leave of absence because of occupational injury or disease (Code A-11), credited service will be given for the period for which Workers Compensation benefits are payable.

In addition, in those cases where Workers Compensation benefits are no longer payable because the employee has reached maximum medical improvement or the time certain beyond

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Credited Service

which benefits are not payable, the employee also will be given credited service at the rate of 40 hours for each complete calendar week that the employee is on an approved leave of absence if such absence is directly related to the occupational injury or disease (Code A-11). Notwithstanding the above, should an employee who otherwise would be eligible to receive credited service break seniority under the terms of the ~~GM-UAW~~ UAW-GM National Agreement or be able to perform any job in the plant for which the employee has seniority, credited service shall cease to accrue as of that date.

To the extent an employee has not received credited service consistent with these provisions because of employment coding errors, credited service will be corrected if the error is brought to the attention of the GM Benefits & Services Center.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~ North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

RMS
10-26-15

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10-26-15

Electronic Funds Transfer (EFT)

GENERAL MOTORS LLC

~~September 16, 2014~~ (A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the timely receipt of pension checks, including delays caused by lost checks.

To address this issue, General Motors LLC stated that it would initiate communications to strongly encourage all pensioners to enroll in Electronic Funds Transfer (EFT) at a financial institution of their choice. The communications will promote the benefits of EFT, such as ensured timeliness, immediate availability of funds on the date of deposit, and the added convenience and safety of having their pension check directly deposited into their designated account every month.

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10-26-15

Electronic Funds Transfer (EFT)

Additionally, the parties agreed to discuss and implement if mutually agreed upon, providing EFT participants the choice of continuing to receive their EFT advice on a monthly basis or to receive the advices on-line on a monthly basis with one yearly statement mailed to their address of record.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
Relations North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-26-15


10-26-15

Total and Permanent Disability – Return to Work

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the Union's concern that certain locations may not have been expeditiously following the return to work process related to those former employees who were on Total and Permanent Disability retirement, claimed to be recovered, and wanted to return to work.

Additionally, the parties discussed the Union's concerns that former employees who had been retired as Total and Permanent Disability retirements were not being returned to active employment in a timely manner following approval by the Plant Medical Director or the Clinic, as appropriate upon recovery from such Total and Permanent Disability retirement. In this case, the plant should identify the appropriate job and the employee should be placed in such job as soon as practicable.

KMA
10-20-15


10-26-15

Total and Permanent Disability – Return to Work

Management will notify plant personnel directors of these requirements.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-26-15

CM
10-26-15

Manual Transmissions of Muncie, LLC .

GENERAL MOTORS LLC

~~September 16, 2014~~ (A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director General
Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article X, Section 1 of the Plan, the definition of Employee will include all hourly persons employed by Manual Transmissions of Muncie, LLC, formerly New Venture Gear, Muncie, Indiana.

In addition, the Plan shall assume all assets and liabilities of the New Venture Gear Hourly-Rate Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
Relations North
American
Manufacturing and
Labor Relations

KMM
10-26-15

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada


10-26-15

Guide Corporation Hourly - Rate Employees

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed, this will confirm our understanding that for purposes of Article X, Section 1 of the GM Hourly - Rate Employees Pension Plan, the definition of Employee will include all hourly participants formerly in the Guide Corporation Hourly - Rate Employees Pension Plan.

In addition, the GM Hourly - Rate Employees Pension Plan shall assume all assets and liabilities of the Guide Corporation Hourly-Rate Employees Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~ North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMP
10-26-15


10-26-15

UAW Specific Data

GENERAL MOTORS LLC

~~September 16, 2011~~(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~Mrs. Estrada:

During these negotiations, the parties discussed the
Union's request that all pension data and reports be
UAW specific.

This is to confirm that, where reasonably practicable,
reports given to the Union will be UAW specific.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
RelationsNorth
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~Cynthia Estrada

RMA
10-26-15

[Signature]
10-26-15

Phased Retirement

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During ~~2011~~2015 Negotiations, the parties discussed the feasibility of piloting a phased retirement status. The parties discussed the complexities that such a status could have on the manufacturing and other operations. The parties also discussed the fact that such a new status would require modifications to certain provisions of the National Agreement, Pension Plan and other benefit plans.

As a result of these discussions, the parties agreed to study the feasibility of a phased retirement status during the course of the ~~2011~~2015 National Agreement. The study may consider the impact on operations, workforce scheduling and manufacturing efficiency as well as the costs associated with payroll, other system modifications, and other administrative considerations. If such status is mutually agreed to between the parties, a phased retirement pilot program may be implemented upon reaching agreement on the required modifications to National Agreement provisions, Pension and other Benefit

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Phased Retirement

Plan provisions. It is understood that either party, on its own, can decide not to approve or implement such a pilot program.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President

~~Labor~~
RelationsNorth
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-26-15


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Delphi

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the UAW raised the topic of benefit increases and lump sum payments for former General Motors LLC employees who transferred to Delphi as part of the Delphi spin-off. The UAW expressed their interest in providing additional payments under the GM Hourly-Rate Employees Pension Plan (GM HRP) to former General Motors LLC employees who are now "Covered Employees" as defined in the Term Sheet- Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantees. The parties discussed the implications of a freeze of the Delphi Hourly-Rate Employees Pension Plan (Delphi HRP) and Delphi's plan to not provide lump-sum payments to their retirees and surviving spouses.

As a result of these discussions, the parties agreed to provide "Covered Employees" with incremental pension increases and lump-sum payments under the provisions of the 2007 General Motors LLC Hourly-Rate Employees Pension Plan, such that these "Covered Employees" will receive from the GM HRP and the Delphi HRP total pension benefits which are the same as if such "Covered Employees" had been a General Motors LLC employee for their full service.

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10-26-15

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10-26-15

Delphi

This letter agreement applies only to "Covered Employees" and applies only to pension increases or lump-sum payments provided for under the 2007 General Motors LLC Hourly-Rate Employees Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~North
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~Cynthia Estrada

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10-26-15

✓ 10-26-15

Workers Compensation

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 2009 negotiations, the parties discussed the
2007 letter agreement titled "Workers Compensation".
That letter agreement stated:

"This letter of agreement constitutes an
amendment to the 2007 ~~GM-UAW~~ UAW-
GM Pension Plan and shall be construed and
applied as if it were therein incorporated."

"Pursuant to Subsection 354 (14) of the
Michigan Workers Compensation Act, as
amended, until termination or earlier
amendment of the 2007 Collective
Bargaining Agreement for employees who
are injured and retire on or after October 1,
2007, workers compensation payments for
such employees shall be reduced by disability
retirement benefits payable under the Hourly-
Rate Employees Pension Plan to the extent
that the combined workers compensation
payments, initial Social Security Disability
Insurance Benefit amount, and the initial
disability retirement benefit (per week)
exceed the employee's gross Average Weekly
Wage at the

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Workers Compensation

time of injury. In no event shall such reduction be greater than the disability retirement benefit payable."

As a result of the 2009 negotiations, the parties have agreed that the 2007 letter agreement, referenced above, will be amended such that, effective January 1, 2010, the provisions of the 2007 letter agreement will be applied to all retirees who retired prior to January 1, 2010, regardless of their date of retirement or injury.

Additionally, the parties have agreed that, for employees who retire on or after January 1, 2010, the above referenced 2007 letter titled Workers Compensation will be eliminated and that, pursuant to the Michigan Workers Compensation Act.

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10-26-15

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Workers Compensation

workers compensation payable for all such retirees shall be reduced, commencing January 1, 2010, by pension or retirement payments payable under the Hourly-Rate Employees Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President

~~Labor~~
RelationsNorth
American
Manufacturing and
Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

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10-26-2015

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10-26-15

Credited Service Audit Worksheet

GENERALMOTORS LLC

September 16, 2011 (A)

~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada

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

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties agreed to make improvements to the credited service worksheet.

The parties agreed that compensated hours by period and tier codes relating to the participant's location will be added to the worksheet on a prospective basis. Furthermore, period detail display will be streamlined to make the document easier to understand.

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10-26-15

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10-26-15

Credited Service Audit Worksheet

Additional potential changes will be discussed by the parties in the future and will be implemented as appropriate.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~Cynthia Estrada

KMM
10-26-15


10-26-15

Saturn IRP

GENERALMOTORS,LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed post-termination administration of the Saturn Individual Retirement Plan for Represented Members (IRP) and the transition of participants to the General Motors Hourly-Rate Employees Pension Plan (HRP), specifically as it relates to application of the carve-out provisions whereby HRP benefits are reduced by an amount attributable to IRP benefits.

The parties noted that after the IRP was merged into the HRP, it was discovered that changes were necessary regarding certain aspects of the parties' agreement and administration of the transition from the IRP to the HRP in order to comply with applicable Internal Revenue Code requirements. It was further noted that in order to address this situation, the parties had agreed to, and implemented, the changes described and set forth in the document identified as "Saturn IRP Transition to GM HRP." The parties also discussed a general

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10-26-15

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Saturn IRP

concern that as individuals responsible for HRP administration may transition overtime, there is a need to maintain uniform administrative procedures regarding these complex provisions in order to comply with the principle HRP language.

The parties agree, therefore, to incorporate by reference the "Saturn IRP Transition to GM HRP" document in its entirety, including all tables and examples, to this Agreement.

Very truly yours,

GENERALMOTORSLLC

Catherine L. Clegg
Vice President
~~Labor Relations~~North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~Cynthia Estrada

KMA
10-26-15

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10-26-15

American Axle Manufacturing

GENERAL MOTORS, LLC

September 16, 2011(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the pension process that applies to former GM employees who were divested to American Axle Manufacturing (AAM) on March 1, 1994, and either retired directly from AAM or returned to GM by October 1, 1996. That process provided for issuance to eligible employees a single pension check, which is funded from each company's pension trust ("one check" process).

The parties discussed the fact that this is the only "one check" process administered by the hourly pension plan, which carries with it certain financial issues and concerns associated with movement of funds from the AAM pension trust to the GM pension trust on a monthly basis. GM believes that the complexities, costs and administrative requirements imposed by such a process are unreasonably burdensome and could result in errors that could adversely impact not only the Plan, but also participants.

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American Axle Manufacturing

As a result, of discussions the parties agreed that during over the term of this the 2011 Agreement they would continue this discussion toward making a determination as to whether continuance of this process is in the best interests of the parties and the participants. In the event the parties decide have agreed to discontinue the "one check" process as soon as administratively possible. GM and AAM will develop the plan (including communications to participants) for transitioning in-pay participants to receipt of separate payments from the GM trust and AAM trust. Upon transition, any pension benefits would will then be paid to these participants in the same manner applicable to participants from other divested units and in accordance with AAM and GM Pension Plan provisions, respectively.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-26-16


10-26-15

Employee Records Quality

GENERALMOTORSLLC

September 16, 2011(A)

Mr. Joe Ashton Mrs. Cynthia Estrada
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear **Mr. Ashton Mrs. Estrada**:

During the course of the 2007 negotiations, the parties discussed various concerns that the Union had with respect to the GM Benefits & Services Center administration and the quality of employee records. To address these concerns, the parties agreed that the GM Benefits & Service Center would be directed to perform a credited service audit on the records of active hourly employees who: (1) had a seniority that differed from their credited service, (2) had foundry service, (3) were impacted by the 1999 layoff provision, or (4) had service as a temporary employee. The parties further agreed that where seniority was equal to credited service, an audit would not be required unless the employee requested such audit upon application to retire. In addition, where an audit had been completed in the past twelve months, the parties agreed that a new audit would not be necessary.

During these negotiations, the parties discussed the

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Employee Records Quality

agreement reached in 2007 negotiations and noted that the commitments had been completed. Additionally, in an effort to continue to focus on the quality of employee records, the parties agreed to continue the review of credited service audits and records during the course of the 2011 Agreement.

Very truly yours,

GENERALMOTORSLLC

Catherine L. Clegg
Vice President
~~Labor Relations~~North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~Cynthia Estrada

KWY
10.26.15

JS
10.24.15

170 Hours Rule

GENERAL MOTORS LLC

September 16, 2011(A)

~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada

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

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed issues surrounding the provisions of Article III, Section 1 (b) (1) of the Hourly-Rate Employee Pension Plan, where a certain limited number of employees who are absent from work because of layoff or a Company approved sick leave early in a calendar year may not be able to receive 170 compensated hours for the year and, thereby, may not be eligible for the credited service "bank hours" provisions.

To address the limited number of situations that may occur in the future, the parties agreed to review and resolve such cases.

The parties agree that the intent of this letter is to address the very few cases where employees are impacted by a layoff or sick leave due to unforeseen circumstances in the beginning of the new calendar year prior to earning 170 compensated hours. In

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170 Hours Rule

such circumstance, if the employee has unused "bank hours" from the prior year, such employee will carry-over such unused "bank hours", not to exceed, their maximum entitlement under the Plan, into the following calendar year. This letter agreement is not intended to result in increased use of Sickness and Accident benefits.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMB
10-26-15

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10-26-15

Foundry Classifications

GENERAL MOTORS LLC

~~September 16, 2011~~(A)

~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During 2011 negotiations, the parties discussed the manufacturing process changes that have been implemented at the Defiance Castings, Engines, Transmissions Powertrain Plant and the Saginaw Metal Casting Operations. The parties also discussed the new job classifications at these locations and the applicability of Article III, Section ~~54~~ and Appendix B to such classifications.

As a result of these discussions, the parties agreed that the Pension Board of Administration will review the guidelines associated with these classifications and the new operations and will jointly determine which classifications at the above locations are eligible for foundry credited service in accordance with the Plan.

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10-28-15

10-26-15

Foundry Classifications

Following this determination, the appropriate modifications will be made on a prospective basis.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~ North
American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KMA
10-26-15

[Signature]
10-26-15

Pension De-risk Considerations

GENERAL MOTORS LLC

September 16, 2011(A)

~~Mr. Joe Ashton~~Mrs. Cynthia Estrada
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. AshtonMrs. Estrada:

~~During these negotiations, the parties discussed the risks to GM presented by GM's U.S. qualified pension plan obligations, which exceed \$100 billion and currently are about 300% of the value of GM's common stock. The obligations associated with the General Motors Hourly Rate Employees Pension Plan (the "Plan") represent about two thirds of this liability.~~

~~The risks presented by these pension liabilities impact GM's balance sheet and liquidity due to funded status volatility arising from changes in interest rates, investment returns, other critical assumptions and benefit levels. The underfunded pension liability is treated as debt by rating agencies and investors, impacting GM's ability to achieve an investment grade credit rating. The liability also negatively impacts GM's ability to increase its equity value.~~

~~The parties further discussed the possibility of amending the Plan to provide additional options for~~

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10-26-15

[Signature]
10-26-15

~~Pension De-risk Considerations~~

~~certain current retirees that would help GM manage its pension risk and benefit such retirees that voluntarily agree to participate. To this end, the parties agreed that the National Parties may mutually agree during the term of this Agreement to amend the Plan to add retirement options for some or all existing retirees that help GM reduce the volatility and risk related to the Plan and benefit existing retirees by providing an additional voluntary option.~~

~~Very truly yours,~~

~~GENERAL MOTORS LLC~~

~~Catherine L. Clegg
Vice President
Labor Relations North
American Manufacturing
and Labor Relations~~

~~Accepted and Approved:~~

~~INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW~~

~~By: Joe Ashton Cynthia Estrada~~

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10-20-15


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Payment Upon Retirement

GENERAL MOTORS LLC

September 16, 2011(A)

~~Mr. Joe Ashton~~Mrs. Cynthia Estrada
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Ashton~~Mrs. Estrada:

~~During these negotiations, the parties agreed that any Employee who retires under Article II, Section 1 or Section 2(a)(1), (a)(2) or (a)(3) of the General Motors Hourly Rate Employees Pension Plan on and after October 1, 2011 through and including September 1, 2013, shall be entitled to a \$10,000 lump sum cash payment upon their retirement.~~

~~Such cash payment shall be payable by the Company and shall be taxable income to the Employee and subject to all applicable taxes (e.g., federal, state, FICA and local). Employees having a wage or benefit plan overpayment(s) (including, but not~~

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10-28-15

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10-26-15

Payment Upon Retirement

limited to SUB, TSP, Sickness & Accident Benefits, etc.) will have their cash payment reduced to the extent necessary to recover the wage or benefit plan overpayment.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

KWZ
10-26-15
JW
10-26-15

Contingent Annuitant

GENERAL MOTORS LLC

-A-

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed the recent U.S. Supreme Court decision that struck down as unconstitutional the provision of the Defense of Marriage Act ("DOMA") which had provided that for federal law purposes the term "marriage" and "spouse" were exclusive to legally married heterosexual couples.

In the event that a retiree with a same-sex spouse elected the Contingent Annuitant Option under Article II, Section 12 in order provide survivor benefits for a contingent annuitant who either was not the retiree's spouse as of the date of such election or was not recognized by the Company as the retiree's spouse, such retiree, or if deceased, such retiree's spouse, may elect a 65% Surviving Spouse Option by making application on a form approved by the Company no later than 12/31/16.

Such application will be approved by the Company if it is accompanied by proof satisfactory to the Company that the retiree was legally married to their spouse as of the date of the application (or if the retiree is deceased, that the retiree was married to the contingent annuitant as of the date of the retiree's death) and that they had been married at least one year.

Upon approval of the application the retiree's spouse will be treated as the Surviving Spouse for all purposes under the Plan as of the first of the month following receipt of the retiree's application.

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Contingent Annuitant

Any adjustments to the benefit previously paid from the Plan resulting from this change shall be calculated and paid as soon as administratively practical after the application is approved and any refund shall be paid to the retiree, or if deceased, to the retiree's surviving spouse in a single sum.

Very truly yours,

GENERAL MOTORS

Catherine L. Clegg
Vice President
Labor Relations

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10-28-16

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10-24-15

Surviving Spouse Designation

GENERAL MOTORS LLC

(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the UAW and the company
discussed issues regarding surviving spouse coverage
for UAW retirees. The Union noted that retirees who
updated their surviving spouse option after retirement,
primarily associated with the marriage/re-marriage
provision, have expressed an interest in confirming
whether their pension payment is being charged for the
cost of the surviving spouse option.

To address these issues, the Company agreed to add
information regarding surviving spouse coverage to the
GM Benefits and Services website. Pension participants
will be able to view this information at any time by
logging in to www.gmbenefits.com with their personal
login information. The website will include the
participant's form of payment and, if it includes a
survivor option, the name of the covered spouse or
beneficiary.

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10-26-15

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10-26-15

Surviving Spouse Designation

Additionally, the parties agreed to explore ways to remind retirees on a periodic basis to review their information to ensure that their surviving spouse option election is accurate.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

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

By: Cynthia Estrada

KMM
10-26-15


10-26-15

GENERAL MOTORS LLC

(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

The parties have discussed Internal Revenue Code
Section 436 as it relates to the General Motors Hourly-
Rate Employees Pension Plan (the "Plan"). To the
extent permitted by Code Section 436 and the Treasury
Regulations promulgated thereunder, the parties agree
to amend Article VII, Section 4 of the Plan to provide
the following upon cessation of applicable Codes
Section 436 limitations based on the similar terms of
the UAW-Sponsored Pension Plans Code, Section 436
amendments adopted on November 7, 2013.

1. A provision allowing for the resumption of
prohibited payments
2. Restoration of benefits and accruals that
were not permitted to accrue
3. Retroactive payment of any shutdown or
UCEB benefits that are prohibited
4. A provision allowing such Plan amendments
to take effect retroactively

However, notwithstanding the foregoing, General
Motors LLC (the "Company") shall not in any event be
required to make contributions to the Plan solely to
avoid application of the funding-based restrictions
under Code Section 436 and Treasury Regulations
promulgated thereunder, and the resumption of
prohibited payments, restoration of benefit accruals,
retroactive payments and retroactive Plan amendments
shall only be effective if such resumption, restoration,
retroactive payment or retroactive amendment does not
cause the funding-based restriction under Code Section

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IRC 436

436 and the Treasury Regulations promulgated thereunder to apply.

The parties have agreed that the Company will draft an amendment to the Plan as soon as is reasonably possible to effectuate the foregoing.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: Cynthia Estrada

~~KRM~~
KRM
10-26-15

✓
10-26-15

Incentive Pay

GENERAL MOTORS LLC

-A-

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the UAW and the Company
discussed Article X, 1(a)(2) of the Hourly-Rate
Employees Pension Plan dated September 16, 2011 (the
"Plan") regarding hourly-rate persons on incentive pay
plans. The company noted that there are no active
hourly-rate employees being paid on an incentive pay
basis and that this has been true for many years. The
Union expressed concern that there were employees
paid on an incentive basis in the past and that there may
be employees paid on an incentive basis in the future
and questioned the Company's proposed deletion of
this Plan language.

To address these issues, the Company confirmed that
retirees or terminated vested participants are covered
under the agreements that were in effect at the time of
their termination and that the elimination of this
language from the 2015 Agreement will not have any
effect of such participants' benefits, or the benefits of
current active employees who may have earned benefits
while in such status. In addition, the Company agreed
to review and resolve any cases that may arise because
of the elimination of this language in the future.

Very truly yours,

GENERAL MOTORS LLC

KMM
10-26-16
JW
10-26-15

Incentive Pay

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: Cynthia Estrada

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JE
10-26-15

Retiree Gift Card

GENERAL MOTORS LLC

(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During the course of these negotiations the parties
discussed the Hourly-Rate Employees Pension Plan and
possible ways of providing a benefit to existing UAW-
represented retirees while addressing concerns about
potential accounting and financial disclosure issues. In
lieu of additional pension benefits, the Company will
provide a \$500 gift card in 2015 (or as soon thereafter as
possible).

The gift card will be provided directly to eligible retirees
who are receiving benefits. Surviving spouses and former
employees receiving deferred vested benefits are not
eligible. The gift card will be provided for the above
stated value, and will be subject to all tax reporting
requirements.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

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

By: Cynthia Estrada

1244
10-28-15

10-26-15

EXHIBIT B

SUPPLEMENTAL AGREEMENT

**(Life and Disability
Benefits Program)**

- (A) - = Signing Date of New CBA
- (B) - = Effective Date of New CBA
- (C) - = First of the Month Following the Effective Date

[Handwritten signatures and dates]
10/25/15
10/25/15
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736 10/25/15

FR-10-25-15

MB -10-25-15
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RF 10-25-15
M6 10/25/15
10-25-15
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eb
10/25/15

B. Sect. 1

SUPPLEMENTAL AGREEMENT

(LIFE AND DISABILITY BENEFITS PROGRAM)

On this ~~sixteenth day of September 2011~~ - (A) -, General Motors LLC, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Program

Subject to the approval of its Board of Managers the Company will establish an amended Life and Disability Benefits Program, hereinafter referred to as the "Program", a copy of which is attached hereto as Exhibit B-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Program and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Program to the extent necessary to eliminate such conflict.

In the event that the Program is not approved by the Board of Managers of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

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B, Sect. 2

Section 2. Financing

(a) The Company agrees to pay the contributions due from it for the Program in accordance with the terms and provisions of Exhibit B-1.

(b) The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program, except as otherwise may be required by the Employee Retirement Income Security Act of 1974.

(c) Company contributions shall be in accordance with this subsection (c) for Basic Life, Extra Accident and Survivor Income Benefit Insurance continued while on layoff pursuant to the provisions of Article III, Section 2(b)(1) of the Program as follows:

(1) In any month during which the employee is continuously laid off for one of the reasons set forth in Article V, Section 6 of the Program, and with respect to such month receives no earnings from the Company, the Company shall provide continued coverages as set forth in the following Schedule:

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**SCHEDULE OF INSURANCE
CONTINUANCE FOR EMPLOYEES LAID
OFF AS DEFINED UNDER THIS PROGRAM**

Years of Seniority* as of Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Will be Continued Without Cost to Employee
Less than 1	0
1 but less than 2	4
2 but less than 3	6
3 but less than 4	8
4 but less than 5	10
5 but less than 10	12
10 and over	24

*For the purpose of this Schedule, Seniority is as defined under Article V, Section 3 of the Program.

(2) With respect to any period of continuous layoff, changes in an employee's seniority subsequent to the date layoff begins shall not change the number of months of Company contributions for which such employee is eligible.

(d) Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the Program.

Section 3. Company Options

The options afforded the Company to provide a plan of benefits supplementary to state plan benefits or to substitute a private plan of benefits for state plan benefits as provided in Sections 4(a) and 4(b), respectively, in Article I of the Program shall not be exercised except by mutual agreement between the Company and the Union.

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B, Sect. 4

Section 4. Administration

(a) The Company shall have the responsibility for administration of the Program.

(b) Each year the Company will furnish the Union the following information with respect to coverages provided under Article II of the Program:

(1) number of employees covered for Sickness and Accident, and Extended Disability Benefit coverages, by base hourly rate bracket and by coverage, and total aggregate amount in effect for each such coverage;

(2) separately for Basic Life and Extra Accident Insurance, the number of employees under age 65 insured, by base hourly rate bracket and age, and total aggregate insurance in effect for each such coverage during December of the preceding calendar year;

(3) number of employees age 65 and over insured for Continuing Life Insurance and aggregate insurance in force, by base hourly rate bracket and age, during December of the preceding calendar year;

(4) number of retired employees insured for Basic Life Insurance and Continuing Life Insurance and aggregate insurance in force, by base hourly rate bracket and age, during December of the preceding calendar year;

(5) average number of lives covered for Basic Life, Sickness and Accident, Extended Disability Benefit, and Continuing Life coverages, by coverage, in the preceding calendar year;

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B, Sect. 4(b)(6)

(6) unit premiums, total premiums paid, claims paid, increase in claim reserves, and claims incurred, by type of coverage, for the preceding calendar year;

(7) increase in reserves, by type of reserve, during the preceding calendar year and amount of reserves, by types of reserve, at the end of the preceding calendar year;

(8) interest allowed on reserves, expenses and taxes, net cost, refund of excess premiums, and employee contributions, for the preceding calendar year;

(9) separately for Basic Life and Extra Accident Insurance, the number of insured employee deaths by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;

(10) separately for Basic Life and Extra Accident Insurance, the number of insured retired employee deaths by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;

(11) number of Survivor Income Benefit Insurance claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits, with the first payment made during the preceding calendar year, by survivor class and by age of survivor at date of employee's death;

(12) for Survivor Income Benefit Insurance claims with the first payment made during the preceding calendar year, the present value at commencement of such claims, separately for such

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B, Sect. 4(b)(12)

claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;

(13) for Survivor Income Benefit Insurance claims terminated during the preceding calendar year, the number of claims, the average number of payments made, and total amount paid, by reason of termination (death, marriage, maximum payment, waivers, age), separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;

(14) monthly average number of employees covered for Sickness and Accident Benefits in the preceding calendar year, and number of claims, amount, average duration (including and excluding waiting period), average gross weekly benefit, average weekly amount of Social Security Benefit offset, and average daily benefit of Sickness and Accident Benefit claims closed during the preceding calendar year, by sex. Such information will exclude pregnancy claims and California claims;

(15) number of Sickness and Accident Benefit claims closed during the preceding calendar year, by duration (including and excluding waiting period), type of claim (Illness: hospitalized, non-hospitalized, outpatient surgery for which a benefit of \$25 or more was payable; Accident: hospitalized occupational, hospitalized non-occupational, non-hospitalized occupational, non-hospitalized non-occupational, occupational outpatient surgery for which a benefit of \$25 or more was payable, non-occupational outpatient surgery for which a benefit of \$25 or more was payable), and sex. Such information will exclude pregnancy claims and California claims;

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B, Sect. 4(b)(16)

(16) with respect to Extended Disability Benefit claims for which first payment was made during the preceding calendar year, number of claims, average gross monthly benefit, average monthly amount of each benefit offset (pension, workers compensation, Social Security, other), and average net monthly benefit, by sex, age (5-year brackets), and full Years of Participation;

(17) for Extended Disability Benefit claims terminated during the preceding calendar year, the number of claims and the average number of payments made, by reason of termination (recovery, death, age 65, maximum duration, waiver), by age at commencement of benefit (5 year brackets), and sex;

(18) number of employees insured for Optional Life Insurance, by age (5 year brackets) and insurance schedule, during December of the preceding year;

(19) for Optional Life Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(20) for Optional Life Insurance, the number of claims paid by age (5 year brackets) and insurance schedule during the preceding calendar year;

(21) number of employees insured for Dependent Life Insurance, by age (5 year brackets) and insurance schedule, during December of the preceding year;

(22) for Dependent Life Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for

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B, Sect. 4(b)(22)

unreported claims, claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(23) for Dependent Life Insurance, the number of claims paid by employee age (5 year brackets) and insurance schedule (distinguishing between spouse and child), during the preceding calendar year;

(24) number of employees insured for Personal Accident Insurance, by insurance schedule, during December of the preceding year;

(25) number of retired employees insured for Personal Accident Insurance, by insurance schedule, during December of the preceding year;

(26) for Personal Accident Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(27) for Personal Accident Insurance, the number of claims paid by insurance schedule, separately by employees and retired employees, during the preceding calendar year.

(c) A representative of the Company and the Union will review a copy of the Group Insurance contract and any riders or amendments thereto. In the event of any conflict between the provisions of the contract and any riders or amendments thereto and the provisions of this Supplemental Agreement, the Company shall have the Group Insurance contract and any riders or amendments thereto modified so that provisions of such contract document shall be in agreement with the provisions of this Supplemental Agreement.

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B, Sect. 4(d)

(d) A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the coverages provided under Article II of the Program, to make recommendations to the Carrier, and to implement pilot programs, for the purpose of improving the functioning of such coverages and reducing costs, while continuing to provide the level of the benefits under, and consistent with the intent of, such coverages. In the performance of its duties, this Committee shall consult with and advise representatives of the Carrier providing such coverages and keep the parties to the Collective Bargaining Agreement informed with respect to the problems which arise in the operation of such coverages.

Section 5. Coverages During Union Leave of Absence

(a) An employee who is on leave of absence requested by the Local Union to permit such employee to work for the Local Union may continue, until the date such leave or any extension thereof ceases to be operative, all coverages provided in Article II of the Program. The employee shall pay 50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident and Survivor Income Benefit Insurance, \$5.00 per month for Sickness and Accident and Extended Disability Benefit coverages, and the full cost of Optional and Dependent Life Insurance and Personal Accident Insurance.

(b) An employee who is on leave of absence granted under Paragraph (109a) of the Collective Bargaining Agreement may continue, until the date such leave or any extension thereof ceases to be operative, Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life

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B, Sect. 5(b)

Insurance. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Life Insurance and Personal Accident Insurance.

(c) Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such employees will not operate to defer the effective dates of any such coverages for such employees under the Program.

Section 6. Coverages Following Loss of Seniority

The provisions of Article III, Section 5(a) to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to:

(a) Paragraphs (64)(c), (64)(d), (111)(a), or (111)(b), all coverages provided under Article II shall cease as of the last day of the month in which seniority is lost;

(b) Paragraph (64)(a) or (64)(b), and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, all coverages provided under Article II shall cease as of the last day of the month in which seniority is lost.

If an employee loses seniority pursuant to Paragraphs (64)(a), (64)(b), (64)(c), (64)(d), (111)(a), or (111)(b) of the Collective Bargaining Agreement, and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, such employee's Basic Life, Extra Accident, Survivor Income Benefit,

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B, Sect. 6(b)

Optional Life, Dependent Life and Personal Accident Insurance provided in Article II of the Program may be continued while such employee's grievance is pending beyond the periods specified in (a) or (b) above. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident, and Survivor Income Benefit Insurance, and the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

The provisions of Article III, Section 5(a) to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to Paragraphs (64)(a), (64)(b), (64)(c), (64)(d), (111)(a), or (111)(b), and if such employee has seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, but is unable to return to work because of disability, and is placed on a Sick Leave of Absence, for purposes of coverages provided under Article II such employee will be deemed to have returned to active work on the last regularly scheduled work day prior to the day such employee would otherwise have returned to work except for such disability.

Section 7. Reinstatement of Sickness and Accident Benefit Coverage During Layoff

(a) Sickness and Accident Benefit coverage shall be reinstated, subject to the modifications set forth herein, for an employee insured for Basic Life Insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Supplemental Unemployment Benefit Plan or who, upon responding to recall from such layoff, is found medically disabled by the plant physician, thereby preventing return to work, or is certified by such

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B, Sect. 7(a)

employee's physician to be unable to return to work because of disability, and who was either eligible for a Regular SUBenefit, or a Trade Readjustment Allowance benefit such as those payable under the Trade Act of 1974, or was employed by another employer, immediately prior to becoming disabled.

(b) The provisions of Article II, Section 6 of the Program to the contrary notwithstanding, Sickness and Accident Benefits provided hereunder for an employee who last worked prior to October 1, 1990, shall be payable only if the employee has at least one Credit Unit under the 1987 SUB Plan with respect to each Week (as defined in such SUB Plan) for which Sickness and Accident Benefits are claimed (Credit Units shall be canceled for each Sickness and Accident Benefit payable, in accordance with Article III, Section 4 of the 1987 SUB Plan). No Sickness and Accident Benefit provided hereunder shall be payable for any Week for which the Credit Unit Cancellation Base under such SUB Plan is below the applicable dollar amount at which a SUBenefit is payable in accordance with the employee's seniority as provided under Article II, Section 5(b) of the 1987 SUB Plan.

(c) Such benefits shall be payable effective the later of the day following the last day for which a Regular SUBenefit or a Trade Readjustment Allowance benefit was payable to the employee, or the first day of disability.

(d) The Sickness and Accident Benefit for any Week shall be reduced by the amount of any other disability benefit the employee receives for the same Week under a plan financed in whole or in part by another employer.

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B, Sect. 7(e)

(e) Except as specifically modified herein, the payment of reinstated Sickness and Accident Benefits shall be governed by the applicable provisions of the Program with respect to Sickness and Accident Benefit coverage.

(f) Notwithstanding the provisions of Article III, Section 2(c) of the Program, if an employee on layoff becomes wholly and continuously disabled and becomes eligible for reinstated Sickness and Accident Benefits under this Section 7, the Company will continue Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages while the employee remains wholly and continuously disabled, but not to exceed the period for which the employee is eligible to receive Extended Disability Benefits.

Section 8. GM-UAW-GM Impartial Medical Opinion Program

Impartial Medical Opinion programs developed in accordance with the Statement of Intent (Impartial Medical Examination Review Procedure) dated November 19, 1973, which were designed to provide an impartial medical opinion in disputed Sickness and Accident Benefit cases which is final and binding upon the Company, the Union, the Carrier, and the employee, shall continue indefinitely, except that either party to this Agreement has the right to terminate a program effective 90 days after giving written notice of such decision to the other party. In the event a program is terminated, the administrative practices and procedures in effect prior to the establishment of the program for the plant or geographical area affected will be reinstated until a new arrangement is agreed to by the parties.

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B, Sect. 8

Examinations requested by the Carrier in accordance with Article II, Section 7(e) of the Program shall be performed, whenever possible, by physicians who have been designated as impartial medical examiners in accordance with agreements made between the Company and the Union pursuant to the Statement of Intent (Impartial Medical Examination Review Procedure) dated November 19, 1973. The opinion of such an examiner with respect to the existence of total disability as defined in Article II, Section 7(a) of the Program shall be final and binding upon the Company, the Union, the Carrier, and the employee.

An employee whose residence is more than thirty (30) miles one way from the office where a medical examiner will perform an examination will be reimbursed, upon request, for miles actually driven from such residence to such physician's office and back, using the most direct route available. Such rate will be based on the Internal Revenue Service (IRS) mileage rate.

A Certificate of Mailing will be obtained from the United States Postal Service whenever a notice is mailed to an employee advising such employee to report for a medical examination in accordance with Article II, Section 6(i)(2) or 7(e) of the Program.

Notwithstanding the provisions of Article II, Sections 6(i)(2) and 7(e) of the Program, the designation of a physician by the Carrier, whenever possible, shall be subject to the provisions of any Impartial Medical Opinion program applicable to the employee to be examined.

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B, Sect. 9

**Section 9. Non-Applicability of Collective
Bargaining Agreement
Grievance Procedure**

No matter respecting the Program as modified and supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

Section 10. Recovery of Benefit Overpayments

If it is determined that any benefit(s) paid to an employee under a General Motors benefit plan incorporated under the GM-UAW-GM National Agreement or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment.

If the employee fails to repay such amount of overpayment promptly, the Company, on behalf of the applicable benefit plan, shall arrange to recover the amount of such overpayment from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under a General Motors benefit plan (excluding the General Motors Hourly-Rate Employees Pension Plan) incorporated under the GM-UAW-GM National Agreement or any Exhibits thereto.

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B, Sect. 11

**Section 11. Amounts of Life Insurance in States
With Insurance Laws Which Conflict
With Insurance Policy Provisions**

The Basic Life, Optional Life and Dependent Life Insurance Programs shall be administered in compliance with applicable state laws to the extent legally required and to the extent such laws are not preempted by federal law.

**Section 12. Payment of Life Insurance Under an
Accelerated Benefits Option**

(a) Requirements

A terminally ill employee or retiree who has a life expectancy not to exceed 12 months, may access a portion of Basic Life Insurance and Optional Life Insurance. An employee or retiree whose dependent spouse is terminally ill and has a life expectancy not to exceed 12 months may access a portion of Dependent Life Insurance. A terminally ill surviving spouse of an employee or retiree, who has a life expectancy not to exceed 12 months, may access a portion of Dependent Life Insurance.

(b) Eligibility for Benefits

An employee or retiree is eligible for payment of an accelerated benefit if at the time the employee, retiree or a legal representative applies for the payment, Basic, Optional or Dependent Life Insurance is in effect and the employee or retiree meets the requirements specified in (a) above. A surviving spouse of an employee or retiree is eligible for payment of an accelerated benefit if at the time the surviving spouse or a legal representative applies for

B, Sect. 12(b)

the payment, Dependent Life Insurance is in effect and the surviving spouse meets the requirements specified in (a) above.

(c) *Amount Available for Accelerated Benefit Payment*

The maximum amount of the accelerated benefit for an employee or retiree is ~~5080~~% of the amount of the Basic Life Insurance and ~~5080~~% of the amount of Optional Life Insurance in force as of the date the insurance company accepts that all requirements are met. The combined accelerated benefit amounts under Basic and Optional Life Insurance may not exceed ~~\$250,000~~500,000.

The maximum amount of the accelerated benefit for a dependent spouse or surviving spouse is ~~5080~~% of the amount of the Dependent Life Insurance in force as of the date the insurance company accepts that all requirements are met.

If Basic Life Insurance will be reduced within twelve months of the date the accelerated benefit is approved, the portion of such payment related to Basic Life Insurance will be limited to ~~5080~~% of the fully reduced amount of coverage.

Payment of an accelerated benefit will reduce the amount of Basic, Optional or Dependent Life Insurance payable at death. The total of the accelerated benefit payment and the amount payable at death may never exceed the amount which would have been payable without the accelerated benefit provision.

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(d) Exclusions

An accelerated benefit under Basic Life Insurance will not be payable if (1) all or a portion of an employee's or retiree's Basic Life Insurance is to be paid to a former spouse of the employee as part of a divorce agreement; (2) the employee or retiree is making contributions for Basic Life Insurance; or (3) a totally and permanently disabled employee or retiree is drawing out their life insurance benefits.

An accelerated benefit under Optional Life Insurance will not be payable if all or a portion of an employee's or retiree's Optional Life Insurance is to be paid to a former spouse of the employee as part of a divorce agreement.

An accelerated benefit under Dependent Life Insurance will not be payable to a surviving spouse if such a benefit was paid to the employee or retiree.

(e) Notice and Proof of Claim

The benefit will be payable only following receipt of a claim form and certification acceptable to the insurance company from a physician confirming that the employee, retiree or surviving spouse meets the requirements in (a) above.

The insurance company shall have the right and opportunity to have medical examinations of the employee, retiree, dependent spouse or surviving spouse made by a physician or physicians designated by it.

(f) Payment of Accelerated Benefits

Accelerated benefits under Basic and Optional Life Insurance are payable only if the employee or retiree is living when payment is made. Accelerated

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B, Sect. 12(f)

benefits are payable in a lump-sum. No other payment options are available. Accelerated benefits under Dependent Life Insurance are payable only if the employee, retiree or surviving spouse is living when payment is made.

An employee or retiree may receive an accelerated benefit payment only once under each coverage, regardless of the amount elected. A surviving spouse of an employee or retiree may receive an accelerated benefit payment only once, regardless of the amount elected.

Section 13. Life and Disability Benefits For ~~“Entry Level”~~ “In-Progression” Employees

Individuals hired on or after September 15, 2007, designated as ~~“Entry Level”~~ “In-Progression” employees, as defined in the ~~2011~~ 2015 UAW-GM National Agreement, will be eligible for benefits as set forth under this Agreement, except as noted in this Section 13. The provisions of Section 13 shall be effective for all ~~Entry Level~~ In-Progression employees who are actively at work or on layoff or leave of absence on and after ~~October 3, 2011~~ - (B) -.

(a) Life Insurance

The amounts of Basic Life Insurance and Extra Accident Insurance to which an employee is entitled during the employee's period of employment with the Company are \$45,000 and \$22,500, respectively. Three times the scheduled amount of Extra Accident Insurance (\$67,500) may be payable for an occupation-related accidental death.

For an employee age 55 or older with ten or more years of seniority, Basic Life and Extra Accident Insurance will continue following such employee's separation from employment with the Company. Contributions will not be required of any such former employee. Effective the date of separation, Basic Life

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B, Sect. 13(a)

Insurance will reduce to \$15,000 and Extra Accident Insurance will reduce to \$7,500. Survivor Income Benefit Insurance will cease for such a former employee immediately upon termination of employment.

Such a former employee may continue Optional Life, Dependent Life and Personal Accident Insurance following separation from employment with the Company. The former employee must pay the required premiums for any such coverage continued.

(b) Sickness and Accident (S&A) Benefits

(1) Eligibility:

- Sickness and Accident Benefits and Extended Disability coverage for ~~Entry Level~~ In-Progression employees under the Life and Disability Benefits Program will apply on the day after the employee acquires one year of seniority.

(2) Duration:

- 1 year seniority but less than 3 years seniority - 26 weeks.
- 3 or more years seniority - 52 weeks.

(c) Extended Disability Benefits (EDB)

(1) 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.

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10/25/15

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B, Sect. 13(c)(1)

- 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 14. Duration of Agreement

This Agreement and Program as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

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**INTERNATIONAL
UNION, UAW**

**GENERAL MOTORS
LLC**

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EXHIBIT B-1

**THE GENERAL MOTORS LIFE
AND DISABILITY BENEFITS
PROGRAM FOR HOURLY
EMPLOYEES**

ARTICLE I

**ESTABLISHMENT OF LIFE AND
DISABILITY BENEFITS PROGRAM,
ELIGIBILITY FOR AND EFFECTIVE
DATE OF COVERAGES,
AND FINANCING AND
ADMINISTRATION OF PROGRAM**

**Section 1. Establishment and Effective Date of
Program**

(a) *Establishment of Program*

General Motors LLC on behalf of itself and certain of its directly wholly-owned and substantially wholly-owned domestic subsidiaries as are specifically identified in this Plan under Appendix A, ("Subsidiary"), will establish a Life and Disability Benefits Program, hereinafter referred to as the Program, either through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies as set forth in Article II.

(b) *Effective Date of Amended Program*

The Program shall become effective ~~October 3, 2011~~ - (B) -, except as provided in Article II.

Section 2. Enrollment Options

An eligible employee electing to enroll in the Program must complete an application for the coverages in which such employee elects to participate. An employee may not elect to be covered under Article II without taking all of the coverages (other than Optional Life, Dependent Life and Personal Accident Insurance) thereunder; provided however that an

Art. I, 2

employee electing to be insured for Optional Life, Dependent Life, and/or Personal Accident Insurance must be insured for Basic Life Insurance described in Article II, Section 2.

Section 3. Eligibility For and Effective Date of Coverage

(a) *Present Employees*

An employee hired prior to ~~October 3, 2011~~ - (B) -, shall be eligible, and shall automatically become covered except as provided in subsection (f)(2) of this Section:

(1) for Basic Life, Extra Accident, and Survivor Income Benefit Insurance coverages provided under Article II, on that date, and

(2) for Sickness and Accident and Extended Disability Benefit coverages provided under Article II, on that date or, if later, on the first day of the sixth month next following the month in which employment with the Company commences subsequent to such employee's most recent date of hire.

(b) *New Employees*

(1) An employee hired on or after ~~October 3, 2011~~ - (B) -, shall be eligible for Basic Life, Extra Accident and Survivor Income Benefit Insurance on the first day of employment with the Company, and for Sickness and Accident and Extended Disability Benefit coverages on the first day of the sixth month next following the month in which employment with the Company commences subsequent to such employee's most recent date of hire.

(2) The provisions of subsection (1) above shall not apply, however, to an employee who loses seniority due to a quit from a location where such

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Art. I, 3(b)(2)

employee has coverages in force to become or remain employed at another location. In such case, all coverages under Article II shall become effective on the day next following the date of such loss of seniority, providing the employee is then on the active employment roll at such other location.

(c) Rehired Employees

In determining the eligibility for Basic Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit coverages for a re-hired employee who was hired and laid-off before becoming eligible for any or all of such coverages, the initial date of hire shall be deemed to be the "most recent date of hire" provided that the employee is re-hired either within a period not to exceed the period of continuous employment with the Company immediately preceding the employee's date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

(d) Employees Returning to Work

If an employee's coverages are discontinued and the employee subsequently returns to work, such employee's eligibility for coverages under the Program shall be determined under subsections (b) and (c) herein except as follows:

(1) Employees on Layoff or Leave of Absence

If an employee's coverages were discontinued while on a layoff or leave of absence and such employee returns to active work with seniority, the employee shall be eligible for all coverages under this Program immediately on the date the employee returns to active work with the Company.

(2) *Employees Separated From Service Due to a Quit or Discharge*

If separation from service was due to a quit or discharge but the employee is reemployed within 31 days and no individual policy has been issued to the employee in accordance with Article IV, Section 6, the employee shall be eligible immediately on the date the employee returns to active work for all coverages under this Program for which such employee was covered at the time of such quit or discharge.

(3) *Employees Separated From Service for Reasons Other Than Quit or Discharge*

If separation from service was due to a reason other than quit or discharge, and the employee never acquired seniority or seniority was canceled, and the employee returns to active work within a period of 24 consecutive months, the employee shall be eligible for all coverages under this Program for which the employee was covered at the time of such separation immediately on the date the employee returns to active work with the Company.

(4) *Employees Separated From Service Due to Retirement*

If an employee retired under the terms of the General Motors Hourly-Rate Employees Pension Plan returns to active employment with the Company, but does not have seniority reinstated, such employee shall be deemed, solely for purposes of this Program, to have seniority while so employed.

Art. I, 3(e)

(e) *Employees Returning From Military Leaves of Absence*

Notwithstanding any other provisions of the Program, an employee upon reporting for work from military leave of absence in accordance with the terms of such leave shall be immediately eligible for Basic Life, Extra Accident, and Survivor Income Benefit Insurance as set forth in Article II, for the remainder of the month in which such employee reports available for work.

(f) *Effective Date of Coverages*

(1) An employee shall become covered on each of the dates such employee first becomes eligible as set forth in subsections (b), (c) and (d) of this Section if actively at work on that date and on the date the employee becomes eligible as set forth in subsection (e), and provided the employee has not waived coverage.

(2) If an employee is not actively at work on each of such dates such employee's coverages would otherwise become effective as set forth in subsections (b), (c) and (d) of this Section, the employee becomes covered on the date the employee returns to work provided that date is not more than 24 months later, or if later, the employee has not then broken seniority.

(g) *Additional Coverage*

~~The provisions of subsections (b), (c), (d), (e) and of this Section to the contrary notwithstanding, if an employee dies as a result of bodily injuries prior to becoming insured for Basic Life, Extra Accident and Survivor Income Benefit Insurance as set forth in subsections (b), (c), (d), (e) and (f) of this Section, such insurance coverages shall be provided for such death but only if:~~

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Art. I, 3(g)(1)~~4~~

~~(1) a benefit would be payable for such death under Section 3(b) of Article II;~~

~~(2) the bodily injuries are caused solely by employment with General Motors Company; and~~

~~(3) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite as to time and place.~~

Section 4. Program in States With Disability Benefits Laws

(a) *Not Applicable in States With Laws Providing Such Benefits*

(1) The provisions of this Program pertaining to Sickness and Accident and Extended Disability Benefits shall not be applicable to employees in states having laws which now or hereafter may provide such benefits, under whatever name, for employees who are disabled by non-occupational sickness or accident, or similar disability; and compliance by the Company with such laws shall be deemed full compliance with the provisions of the Program with respect to employees in such states. If such benefits exceed the benefits provided under the Program, the Company may require from employees in such states such contributions as it may deem appropriate for such excess benefits.

(2) In any state where the benefits under such state laws are on a generally lower level than the corresponding benefits under the Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the state plan benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits of the plan provided by the Program in states without such laws.

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(b) *Substitution of Applicable Provisions of Program for State*

The provisions of subsection (a) above to the contrary notwithstanding, the Company may, in any state wherein the substitution of a private plan is authorized by the law of such state, modify the provisions of the Program to the extent and in the respects necessary to secure the approval of the appropriate state governing body to substitute the plan provided by the Program in lieu of any plan provided by state law, and upon such modification and approval as a qualified plan, the Company may make the plan provided by the Program available to its employees in such state or states with such employee contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the Program.

Section 5. Net Costs, Administration of Program and Non-Applicability of Grievance Procedure

(a) *Net Costs*

The Company or a trust shall pay the balance of the net cost of the Program over and above any employee contributions specified in Article III (other than Optional Life, Dependent Life and Personal Accident Insurance), and the cost of benefits as presently provided to General Motors employees under the New York, New Jersey, and California disability benefit laws. The Company or a trust shall also pay any increase in such costs and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name, arising out of any such Program.

Art. I, 5(b)

(b) Administration

(1) The Company shall be responsible for the administration of the Program.

(2) All administrative expenses incurred by the Company to execute the Program shall be borne by the Company.

(c) Grievance Procedure Not Applicable

It is understood that the grievance procedure of any Collective Bargaining Agreement between the parties hereto shall not apply to this Program or any insurance contract in connection therewith.

Section 6. Treatment of Existing Coverages on Effective Date

(a) Protection of employees currently covered under Company life and disability benefits plans (except its New Jersey and New York Private Plans) shall be terminated on the effective dates of the provisions of the amended Program as to employees working on such effective dates, and the benefits provided by the Program set forth in Article II shall be in lieu of and substitute for any and all other plans and benefits thereunder providing for insurance or disability benefits or payments to employees or beneficiaries, for death, loss of member, sickness and accident, or extended disability benefits of any kind or nature, in which the Company participates.

(b) All employees currently covered under the Program who are not eligible to become covered on the effective date of the Program, as amended, or to whom any provision of the Program, as amended, is not applicable, shall be covered in accordance with the conditions, provisions, and limitations of the Program as constituted on the date each such employee was last

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Art. I, 6(b)

actively at work as if such Program were being continued during the existence of the Program set forth herein.

Notwithstanding the above provision of this subsection (b), the provisions of Article II, Sections 9(d), 10(f) and 11(e) as amended herein, will also apply to all individuals currently eligible for benefits under the provisions of the programs in place when they were last actively at work.

Section 7. Named Fiduciary

The Investment Funds Committee of the Company shall be the named fiduciary with respect to the Plan. The Investment Funds Committee may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974.

ARTICLE II

BASIC LIFE INSURANCE, EXTRA ACCIDENT INSURANCE, SICKNESS AND ACCIDENT BENEFITS, EXTENDED DISABILITY BENEFITS, SURVIVOR INCOME BENEFIT INSURANCE, OPTIONAL LIFE INSURANCE, DEPENDENT LIFE INSURANCE AND PERSONAL ACCIDENT INSURANCE

Section 1. Amount of Basic Life and Extra Accident Insurance

The amount of Basic Life and Extra Accident Insurance shall be as set forth in the following schedule:

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**SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE**

Base Hourly Rate		Active Amount		
		Basic Life Insurance	Extra Accident Insurance(1)	Total Basic Life and Extra Accident Insurance
Under	\$ 14.30	\$32,500	\$ 16,250	\$ 48,750
14.30	- 14.64	33,500	16,750	50,250
14.65	- 14.99	34,000	17,000	51,000
15.00	- 15.34	35,000	17,500	52,500
15.35	- 15.69	36,000	18,000	54,000
15.70	- 16.04	36,500	18,250	54,750
16.05	- 16.39	37,500	18,750	56,250
16.40	- 16.74	38,000	19,000	57,000
16.75	- 17.09	38,500	19,250	57,750
17.10	- 17.44	39,500	19,750	59,250
17.45	- 17.79	40,500	20,250	60,750
17.80	- 18.14	41,000	20,500	61,500
18.15	- 18.49	42,500	21,250	63,750
18.50	- 18.84	43,000	21,500	64,500
18.85	- 19.19	44,000	22,000	66,000
19.20	- 19.54	44,500	22,250	66,750
19.55	- 19.89	45,500	22,750	68,250
19.90	- 20.24	46,500	23,250	69,750
20.25	- 20.59	47,000	23,500	70,500
20.60	- 20.94	47,500	23,750	71,250
20.95	- 21.29	48,500	24,250	72,750
21.30	- 21.64	49,000	24,500	73,500
21.65	- 21.99	50,000	25,000	75,000
22.00	- 22.34	50,500	25,250	75,750
22.35	- 22.69	51,500	25,750	77,250
22.70	- 23.04	52,500	26,250	78,750
23.05	- 23.39	53,000	26,500	79,500
23.40	- 23.74	54,000	27,000	81,000
23.75	- 24.09	54,500	27,250	81,750
24.10	- 24.44	55,500	27,750	83,250
24.45	- 24.79	56,500	28,250	84,750
24.80	- 25.14	57,000	28,500	85,500
25.15	- 25.49	58,000	29,000	87,000
25.50	- 25.84	58,500	29,250	87,750
25.85	- 26.19	59,500	29,750	89,250
26.20	- 26.54	60,500	30,250	90,750

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

Base Hourly Rate	Active Amount		
	Basic Life Insurance	Extra Accident Insurance(1)	Total Basic Life and Extra Accident Insurance
26.55 - 26.89	61,000	30,500	91,500
26.90 - 27.24	62,000	31,000	93,000
27.25 - 27.59	62,500	31,250	93,750
27.60 - 27.94	63,500	31,750	95,250
27.95 - 28.29	64,500	32,250	96,750
28.30 - 28.64	65,000	32,500	97,500
28.65 - 28.99	66,000	33,000	99,000
29.00 - 29.34	67,500	33,750	101,250
29.35 - 29.69	68,000	34,000	102,000
29.70 - 30.04	69,000	34,500	103,500
30.05 - 30.39	70,000	35,000	105,000
30.40 - 30.74	70,500	35,250	105,750
30.75 - 31.09	71,500	35,750	107,250
31.10 - 31.44	72,000	36,000	108,000
31.45 - 31.79	73,000	36,500	109,500
31.80 - 32.14	74,000	37,000	111,000
32.15 - 32.49	74,500	37,250	111,750
32.50 - 32.84	75,500	37,750	113,250
32.85 - 33.19	76,000	38,000	114,000
33.20 - 33.54	77,000	38,500	115,500
33.55 - 33.89	78,000	39,000	117,000
33.90 - 34.24	78,500	39,250	117,750
34.25 - 34.59	79,500	39,750	119,250
34.60 - 34.94	80,500	40,250	120,750
34.95 - 35.29	81,000	40,500	121,500
35.30 - 35.64	82,000	41,000	123,000
35.65 - 35.99	82,500	41,250	123,750
36.00 - 36.34	83,500	41,750	125,250
36.35 - 36.69	84,500	42,250	126,750
36.70 - 37.04	85,000	42,500	127,500
37.05 - 37.39	86,000	43,000	129,000
37.40 & Over	86,500	43,250	129,750

(1) Three times the scheduled amount may be payable for an occupation- related death. [see Article II, Section 3(b)].

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Art. II, 2(a)

Section 2. Basic Life Insurance

(a) Active Amount

The amount of Basic Life Insurance to which an employee is entitled for the Active Amount is as shown in the table in Article II, Section I. The retirement amounts are subject to the provisions of Article II, Section 2(b).

(b) After Retirement

(1) For an employee who retires on or after March 1, 2012, effective eighteen months following the employee's retirement date, the amount of the retired employee's Basic Life Insurance in force at the time of retirement shall be the Active Amount reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below;

(i) If the employee has ten or more Years of Participation at retirement, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force at the time of retirement, times the number of Years of Participation, but in no event to less than \$5000, except as otherwise provided in subsection (b)(2) herein. However, for an employee who retires under the provisions of Article II, Section 3 of the General Motors Hourly-Rate Employees Pension Plan, Basic Life Insurance will in no event reduce to less than \$15,000. In either case, such remaining Continuing Life Insurance will be continued thereafter until the death of the retired employee, subject to the rights reserved to the Company to modify or discontinue this Plan.

(ii) If the employee has less than ten Years of Participation at retirement Basic Life Insurance shall then be discontinued.

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Art. II, 2(b)(2)

(2) An employee who last worked prior to ~~October 3, 2011~~ ~~-(C)-~~ but on or after November 15, 1993 and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$5000. An employee who last worked prior to November 15, 1993, but on or after October 1, 1990, and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$4500. An employee who last worked prior to October 1, 1990, but on or after October 26, 1987, and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3500. An employee who last worked prior to October 26, 1987 and was otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3000, except that for an employee who last worked prior to September 17, 1984 and who, having reached age 60 but not age 65:

- (i) recovers from disability, and
- (ii) ceases to receive monthly instalment payments for total and permanent disability, and
- (iii) does not return to work,

and had Basic Life Insurance revived in an amount which is less than \$3000, such lesser amount shall be the minimum amount of Continuing Life Insurance.

(3) No employee contributions for Continuing Life Insurance are required after retirement.

(4) Each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance. Notification shall be provided prior to the eighteenth month after

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Art. II, 2(b)(4)

The employee's retirement, as well as when the ultimate amount of Continuing Life Insurance is reached.

Section 3. Extra Accident Insurance

(a) *Eligibility for Insurance*

Extra Accident Insurance is provided while the employee is insured for Basic Life Insurance during active service and while Basic Life Insurance is continued during layoff or leave of absence as specified in Article III, Section 2 and during periods of total disability as set forth in Article III, Section 3, but in no event beyond eighteen months following the employee's retirement date.

(b) *Amount of Benefit*

If an employee while insured for Extra Accident Insurance sustains accidental bodily injuries which result in death within one year, or loss of hand, foot or sight of eye, within two years, of such injuries, benefits will be paid as specified in the schedule below:

Loss	Amount Payable
Loss of one hand by severance at or above wrist joint or one foot by severance at or above ankle joint or total and irrecoverable loss of sight of one eye.	One half the amount of Extra Accident Insurance then in force (Article II, Section 1).
Loss of two or more such Members, or Loss of life.	The full amount of Extra Accident Insurance then in force (Article II, Section 1)

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Art. II, 3(b)

If loss of life results from accidental bodily injuries caused solely by employment with General Motors Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, the amount payable shall be three times the full amount of Extra Accident Insurance then in force.

For any one accident the maximum amount of this insurance that will be paid shall not exceed the amount of Extra Accident Insurance in force for the employee at the date of the accident; except that in the event of loss of life resulting from an accident caused solely by employment with General Motors Company as set forth in the immediately preceding paragraph, the maximum amount of this insurance that will be paid for such accident shall not exceed three times the amount of such insurance in force for the employee at the date of the accident.

Such benefits are paid provided the death or loss is not caused wholly or partly, directly or indirectly by,

- (1) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- (2) any infection, except infection caused by an external visible wound accidentally sustained, or
- (3) hernia, no matter how or when sustained, or
- (4) war or any act of war, or
- (5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

Notwithstanding the provisions of this subsection (b) and, other than for medical malpractice or other medical errors, a claim for Extra Accident Insurance will not be denied on the basis that a physical illness

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Art. II, 3(b)(5)

or infection either (1) contributed to an accidental covered Loss or (2) hastened the occurrence of an accidental covered Loss.

(c) Notice and Proof of Loss

(1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.

(2) The insurer shall have the right and opportunity to examine the employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.

(3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

Section 4. Payment of Basic Life Insurance and Extra Accident Insurance

(a) The amount of Basic Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Basic Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee. Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the

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Art. II, 4(a)

same basis as, the Basic Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.

(b) At the written request of the beneficiary, the Basic Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

(c) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

(d) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(e) All insurance is term insurance without cash, loan or paid-up values.

Section 5. Amount of Disability Benefits

The amount of Sickness and Accident and Extended Disability Benefits shall be as set forth in the following schedule:

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SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate	Disability Coverage		
	Before Retirement Weekly Sickness and Accident Benefit (Maximum 52 Weeks)(1)	Monthly Extended Disability Benefit	
		Schedule I	Schedule II(2)
Under \$ 14.30	\$ 340	\$1,250	\$1,370
14.30 - 14.64	345	1,280	1,405
14.65 - 14.99	355	1,310	1,440
15.00 - 15.34	365	1,340	1,475
15.35 - 15.69	375	1,370	1,505
15.70 - 16.04	380	1,405	1,540
16.05 - 16.39	390	1,435	1,575
16.40 - 16.74	400	1,465	1,610
16.75 - 17.09	405	1,495	1,640
17.10 - 17.44	415	1,525	1,675
17.45 - 17.79	425	1,560	1,710
17.80 - 18.14	430	1,590	1,745
18.15 - 18.49	440	1,620	1,780
18.50 - 18.84	450	1,650	1,810
18.85 - 19.19	455	1,680	1,845
19.20 - 19.54	465	1,710	1,880
19.55 - 19.89	475	1,745	1,915
19.90 - 20.24	480	1,775	1,950
20.25 - 20.59	490	1,805	1,980
20.60 - 20.94	500	1,835	2,015
20.95 - 21.29	505	1,865	2,050
21.30 - 21.64	515	1,900	2,085
21.65 - 21.99	525	1,930	2,120
22.00 - 22.34	530	1,960	2,150
22.35 - 22.69	540	1,990	2,185
22.70 - 23.04	550	2,020	2,220
23.05 - 23.39	555	2,055	2,255
23.40 - 23.74	565	2,085	2,290
23.75 - 24.09	575	2,115	2,320
24.10 - 24.44	585	2,145	2,355
24.45 - 24.79	590	2,175	2,390
24.80 - 25.14	600	2,205	2,425
25.15 - 25.49	610	2,240	2,460
25.50 - 25.84	615	2,270	2,490
25.85 - 26.19	625	2,300	2,525
26.20 - 26.54	635	2,330	2,560
26.55 - 26.89	640	2,360	2,595
26.90 - 27.24	650	2,395	2,630
27.25 - 27.59	660	2,425	2,660

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SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate	Disability Coverage			
	Before Retirement		Monthly Extended Disability Benefit	
	Weekly Sickness and Accident Benefit (Maximum 52 Weeks)(1)		Schedule I	Schedule II(2)
27.60 - 27.94	665		2,455	2,695
27.95 - 28.29	675		2,485	2,730
28.30 - 28.64	685		2,515	2,765
28.65 - 28.99	690		2,550	2,795
29.00 - 29.34	700		2,580	2,830
29.35 - 29.69	710		2,610	2,865
29.70 - 30.04	715		2,640	2,900
30.05 - 30.39	725		2,670	2,935
30.40 - 30.74	735		2,700	2,965
30.75 - 31.09	740		2,735	3,000
31.10 - 31.44	750		2,765	3,035
31.45 - 31.79	760		2,795	3,070
31.80 - 32.14	765		2,825	3,105
32.15 - 32.49	775		2,855	3,135
32.50 - 32.84	785		2,890	3,170
32.85 - 33.19	795		2,920	3,205
33.20 - 33.54	800		2,950	3,240
33.55 - 33.89	810		2,980	3,275
33.90 - 34.24	820		3,010	3,305
34.25 - 34.59	825		3,045	3,340
34.60 - 34.94	835		3,075	3,375
34.95 - 35.29	845		3,105	3,410
35.30 - 35.64	850		3,135	3,445
35.65 - 35.99	860		3,165	3,475
36.00 - 36.34	870		3,195	3,510
36.35 - 36.69	875		3,230	3,545
36.70 - 37.04	885		3,260	3,580
37.05 - 37.39	895		3,290	3,615
37.40 & Over	900		3,320	3,645

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(c)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

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Section 6. Sickness and Accident Benefits

(a) Eligibility for Benefits

(1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the General Motors Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be

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Art. II, 6(a)(1)

acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

An employee, whether or not in a treatment facility as indicated above, with mental health or substance abuse as a primary diagnosis shall be required to treat with a licensed doctor of medicine or osteopathy, or with a licensed psychiatrist who certifies their total and continuous disability. Any extension or supplemental certification of the initial claim will require certification by a licensed psychiatrist. The provisions of Article II, Section 6(d)(2) will apply. The requirement to be treated by a licensed psychiatrist shall be waived if the employee is under treatment in an approved program for mental health or substance abuse treatment whether inpatient or outpatient.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is under the treatment of a physician assistant, psychologist or nurse practitioner. For such treatment to be acceptable, the physician assistant, psychologist or nurse practitioner must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant, psychologist or nurse practitioner provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

For an employee to be deemed wholly and continuously disabled, such employee must (1) provide medical evidence satisfactory to the Carrier that substantiates total disability, ("Medical Substantiation"). Absent Medical Substantiation the employee's claim for benefits under the Program will

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be denied and (2) the employee must not be engaged in any employment or occupation for remuneration or pay which is the same or similar to the employee's job classification duties and which is inconsistent with the employee's disability and/or restriction(s).

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(b) *Duration and Commencement of Benefits*

(1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes. However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.

Art. II, 6(b)(2)

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Company Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is payable under a Medical Expense Benefit plan pursuant to the General Motors Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery. In addition, if disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability, the employee is under observation for 24 hours or more in a legally constituted hospital, there shall be no waiting period. Notwithstanding the above, if the employee undergoes an oral or maxillofacial surgical procedure performed by a Doctor of Dental Surgery that is medically substantiated, the waiting period shall not extend beyond the day of surgery.

(c) Basis for Daily Benefit Payments

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of

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such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

(d) *Benefits for More Than One Absence*

(1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) *Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained*

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.

(f) *Occupational Disabilities*

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

(g) *Unemployment Compensation*

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(h) *Social Security*

Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received. For purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

Art. II, 6(h)

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request will result in the suspension of Sickness and Accident Benefit payments until receipt of the authorization.

(i) Notice and Proof of Claim

(1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

(2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.

(3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

Art. II, 6(j)

(j) *Payment of Claim*

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(k) *Waiver*

In order to receive pension benefits under the provisions of the General Motors Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

(a) *Eligibility*

Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such

Art. II, 7(a)

employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(b) Amount of Benefit

(1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) All benefits under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed;

(ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972; as amended;

Art. II, 7(b)(1)(iii)

(iii) Disability or Retirement Insurance Benefits (Primary Insurance Amount only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received;

(iv) Benefits under any state or federal law providing benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that

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Art. II, 7(b)(2)(iii)

the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

(3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The Carrier may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.

(6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months

Art. II, 7(c)(2)(i)

commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the end of the month in which the employee attains age 65; and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

Age at Commencement of Disability		Maximum Duration
Employee Is	But Less Than	Of Extended Disability Benefits
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

If an employee's return to work with the Company does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably

Art. II, 7(c)(2)(ii)

qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Company, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

(5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the

Art. II, 7(c)(6)

Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(d) *Rehabilitation*

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) *Proof of Disability*

The Carrier may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining such applicant's initial or continuing disability.

Section 8. Survivor Income Benefit Insurance

(a) *Transition Survivor Income Benefit*

A Transition Survivor Income Benefit in the amount of \$700 per month for up to a maximum of 24 months shall be provided, except that the benefit amount shall be \$375 for any month for which an eligible survivor of the deceased employee is eligible for an unreduced retirement benefit, a survivor's benefit not reduced because of age, or a disability benefit under the Federal Social Security Act as now in effect or as hereafter amended. Such Transition Survivor Income Benefit shall be reduced by an amount equal to the full amount of any monthly benefit payable to a surviving spouse under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed. For months in which two or more eligible survivors share a Benefit, each survivor's share is computed as a fraction of the Benefit that would be

Art. II, 8(a)

paid to such survivor as a sole survivor, according to the survivor's own eligibility for Social Security benefits. Survivor Income Benefit Insurance shall be in force only while an employee is insured for Extra Accident Insurance under this Article and only while such employee has at least one eligible dependent. Such insurance shall also be provided for an employee retired under the total and permanent disability provisions of the General Motors Hourly-Rate Employees Pension Plan, but only until such employee has attained age 65.

No other retired employee shall be insured hereunder.

(b) *Payment of Transition Survivor Income Benefit*

In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until 24 such payments have been made or, if earlier, until there are no eligible survivors in any Class of eligible survivors. In no event shall the maximum amount payable exceed \$700 for any month or \$16,800 in total. Payments shall be made to the eligible survivor or in equal shares, except as otherwise provided in subsection (a) above, to the eligible survivors in the first of the Classes of survivors set forth in subsection (c) herein in which there is an eligible survivor or survivors.

(c) *Classes of Eligible Survivors*

The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

Art. II, 8(c)

Class A. The widow, ~~or same-sex domestic partner who meets the eligibility criteria set forth in Section 10(e)~~, of a deceased ~~male~~ employee at the time of the employee's death;

Class B. The widower, ~~or same-sex domestic partner who meets the eligibility criteria set forth in Section 10(e)~~, of a deceased ~~female~~ employee at the time of the employee's death;

Class C. Any child of the deceased employee, ~~or of the same-sex domestic partner of the deceased employee meeting the eligibility criteria set forth in Section 10(e)(iii)~~, who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 256 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death. A child shall cease to be a Class C eligible survivor upon marrying or if not totally and permanently disabled, upon reaching age 256;

Class D. A parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support.

(d) Sequence of Payments

Payments shall be made to the eligible survivors as set forth in subsection (c) above in the following order:

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Art. II, 8(d)(1)

(1) Class A or B Eligible Survivors

If a Class A or Class B eligible survivor dies prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving children who then qualify under Class C or, if there are none, then in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving parents who then qualify under Class D. In no event, however, would any such benefit be paid to a Class C or Class D eligible survivor for any month subsequent to 24 calendar months after the date of death of the insured employee.

(2) Class C Eligible Survivors

If, after having qualified under Class C, a child marries, dies, or attains age 25⁶ (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving children who continue to qualify under Class C. After the last child ceases to qualify, any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving parents who then qualify under Class D.

(3) Class D Eligible Survivors

If more than one parent qualifies under Class D and either parent dies, any remaining payments shall be payable to the surviving parent.

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(4) No Eligible Survivor

If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

(e) Bridge Survivor Income Benefits for Class A or Class B Eligible Survivors

There shall also be payable in accordance with the terms and conditions of this subsection to a Class A or Class B eligible survivor, both terms as defined in subsection (c) above, who has received 24 monthly payments of the Transition Survivor Income Benefit provided in subsections (a) and (b) above, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit) of \$700 per month. Such monthly Bridge Survivor Income Benefit shall be reduced by an amount equal to the full amount of any monthly benefit payable to a surviving spouse under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed. Such benefit shall be paid as follows:

(f) Payment of Bridge Survivor Income Benefit

(1) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid; provided, however, that no benefit shall be payable to a Class A or Class B eligible survivor for any month for which such survivor is eligible, because of the care of a child, to receive Mother's Insurance Benefits or a comparable benefit for a father, whether

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Art. II, 8(f)(1)

or not called a Father's Insurance Benefit, under the Federal Social Security Act as now in effect or as hereafter amended.

(2) The Bridge Survivor Income Benefit will cease be paid immediately upon the occurrence of:

(i) the death or remarriage ~~or the date a new relationship is established with a same-sex domestic partner~~ of the Class A or Class B eligible survivor or

(ii) attainment by the Class A or Class B eligible survivor of age 62 (age 62 and one month, if such survivor attains age 62 on or after March 1, 1982, and receives an initial Retirement Benefit which is paid during the second month following the survivor's 62nd birthday) or such lower age at which full Widow's or Widower's Insurance Benefits or Retirement Benefits become payable under the Federal Social Security Act as now in effect or hereafter amended.

(g) *Privilege of Obtaining an Individual Policy of Life Insurance*

The employee shall be entitled to have issued to such employee an individual policy of life insurance in accordance with the provisions set forth in Article IV, Section 6 provided the employee has at least one eligible dependent under any Class at the date of cessation of insurance, the employee's Basic Life Insurance ceases, and the employee applies within 31 days after the date the employee's Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the employee) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the employee had died on the date the employee's

Art. II, 8(g)

insurance ceased. If the employee dies during such 31-day period, whether or not the employee shall have made application for such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

(h) *Non-Alienation*

Except as expressly provided for in Section 10(f) of this Article, no Survivor Income Benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

Section 9. Optional Life Insurance

(a) *Eligibility*

An employee as defined in Article V, Section 1 shall become eligible for Optional Life Insurance on the first day of employment with the Company. Such date shall be referred to hereinafter as the employee's eligibility date.

(b) *Enrollment and Effective Dates*

The employee's Optional Life Insurance shall become effective as set forth below:

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date.

Art. II, 9(b)(2)

(2) If the employee enrolls within 60 days of the employee's eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

(3) If the employee enrolls subsequent to the 60th day following the employee's eligibility date, or if the employee becomes insured for Optional Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) below, the employee must furnish evidence satisfactory to the insurance company (i) of the employee's good health, or (ii) that the employee has had an increase in family status because the employee has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the insurance company approves such evidence, provided that in the case of (ii) above, the change in status still is in existence.

If the employee enrolls as indicated in (1), (2), or (3) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Optional Life Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for an employee to become insured initially or for a higher amount of insurance, such employee must be actively at work on the date the insurance or higher amount of insurance otherwise would become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided the employee then is still eligible as set forth in subsection (a) above.

Art. II, 9(b)(3)

If the employee becomes insured for Optional Life Insurance and later enrolls for a lower amount of insurance as set forth in subsection (c) below, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the last month for which the employee contributed for the higher amount, whether or not the employee then is actively at work.

(c) *Amount of Insurance*

An employee may elect one of the following Schedules of Optional Life Insurance:

Amount of Optional Life Insurance

Schedule I	\$10,000
Schedule II	20,000
Schedule III	30,000
Schedule IV	40,000
Schedule V	50,000
Schedule VI	75,000
Schedule VII	100,000
Schedule VIII	125,000
Schedule IX	150,000
Schedule X	175,000
Schedule XI	200,000
Schedule XII	250,000
Schedule XIII	300,000
Schedule XIV*	350,000
<u>Schedule XV*</u>	<u>400,000</u>

* Effective ~~March~~ February 1, 2012~~6~~

(d) Contributions

The employee shall contribute the full cost of Optional Life Insurance. Contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under a General Motors benefit plan. The required monthly contribution for each \$1000 of Optional Life Insurance is as set forth in the following schedule, which will remain in effect for the term of the Agreement.

Employee's Age (*)	Monthly Contribution for Each \$1,000 of Insurance	
	Prior to March February 1, 2012 6	Effective March February 1, 2012 6
Under 25	\$.05 .05	\$.05
25 - 29	.06 .06	.06
30 - 34	.08 .08	.08
35 - 39	.09 .09	.09
40 - 44	.11 .10	.10
45 - 49	.19 .18	.180 .17
50 - 54	.34 .31	.310 .29
55 - 59	.53 .49	.490 .46
60 - 64	.96 .88	.880 .83
65 - 69	1.61 1.48	1.48 1.39
70 - 74	3.04 2.80	2.80 2.63
75 - 79	5.65 5.20	5.20 4.89
80 - 84	9.27 8.54	8.54 8.03
85 & Over- 89	15.01 13.82	13.82 12.99
90 - 94 (**)	13.82	21.04
95 & over (**)	13.82	34.09

(*) Rates during any calendar year will be based on the covered person's age as of December 31 of such year.

(**) Retirees who are 90 or older as of February 1, 2016, will be grandfathered at their rates in effect as of December 31, 2015.

(e) Payment of Optional Life Insurance

(1) The amount of Optional Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Optional Life Insurance.

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Art. II, 9(e)(2)

(2) At the written request of the beneficiary, Optional Life Insurance shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

(3) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

(4) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(5) This insurance is term insurance without cash, loan or paid-up values.

(f) Cessation of Insurance

Optional Life Insurance shall automatically cease on the earliest of the following:

(1) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article.

(2) If the employee fails to make a required contribution for Optional Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

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Art. II, 9(f)(3)

(3) The date of discontinuance of Optional Life Insurance under the Plan as defined in Article V, Section 4.

(g) *Conversion Privilege*

(1) Upon written application made to the insurance company within 31 days after the date of cessation of the employee's Optional Life Insurance because of cessation of the employee's Basic Life Insurance in accordance with Article III, Section 5(a), the employee shall be entitled to have issued to such employee by the insurance company, without evidence of insurability, an individual policy of life insurance only, without disability or accidental means death benefits. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of the employee's Optional Life Insurance under the Plan on the date of cessation of such insurance.

(2) Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the employee dies during such 31 day period, the insurance company shall pay to the employee's beneficiary of record, whether or not the employee shall have made application for such individual policy, the maximum amount of life insurance for which an individual policy could have been issued.

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Section 10. Dependent Life Insurance

(a) Eligibility

An employee as defined in Article V, Section 1 shall become eligible for Dependent Life Insurance on the first day of employment with the Company. Such date shall be referred to hereinafter as the employee's eligibility date.

(b) Enrollment and Effective Dates

If the employee has at least one eligible Dependent as defined in subsection (c) below, the employee may enroll for Dependent Life Insurance and coverage shall become effective as set forth below:

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date, except for the amount of coverage on any Dependent that exceeds \$75,000. The amount of coverage that exceeds \$75,000 will become effective as set forth in (2), below.

(2) If the employee enrolls at any time for an amount of coverage that exceeds \$75,000, the employee must furnish, for each Dependent whose coverage amount exceeds \$75,000, evidence satisfactory to the insurance company of such Dependent's good health. In such case, the amount of insurance that exceeds \$75,000 will become effective on the first day of the calendar month following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), below.

(3) If the employee enrolls within 60 days of the employee's eligibility date, insurance becomes effective on the first day of the calendar month

Art. II, 10(b)(3)

following the date of enrollment, except for the amount of coverage on any Dependent that exceeds \$75,000. The amount of coverage that exceeds \$75,000 will become effective as set forth in (2), above.

(4) If the employee enrolls subsequent to the 60th day following the employee's eligibility date, or if the employee becomes insured for Dependent Life Insurance and later decides to enroll for higher amounts of insurance as set forth in subsection (d), below, the employee must furnish evidence satisfactory to the insurance company of each Dependent's good health. In such case, insurance will become effective on the first day of the calendar month following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), below. The requirement for such evidence will be waived, however, for an employee who enrolls within 31 days of first acquiring an eligible dependent as defined in subsection (c), below.

If the employee enrolls as indicated in (1), (2), (3) or (4) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Dependent Life Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for Dependent Life Insurance to become effective, the employee must be actively at work on the date insurance would otherwise become effective. If the employee is not actively at work on such date, insurance becomes effective on the date the employee returns to active work, provided the employee still has at least one eligible Dependent as defined in subsection (c), below.

Art. II, 10(b)(4)

If the employee becomes insured for Dependent Life Insurance and later enrolls for lower amounts of insurance as set forth in subsection (d), below, the employee shall become insured for such lower amounts of insurance on the first day of the calendar month next following the last month for which the employee contributed for the higher amounts, whether or not the employee is then actively at work.

(c) Definition of Dependent

"Dependent" means

(a) the employee's spouse.

~~A spouse will also include a same-sex domestic partner, provided the employee and the same-sex domestic partner meet all of the following criteria:~~

- ~~• Are the same sex;~~
- ~~• Have shared a continuous committed relationship with each other for no less than 6 (six) months, intend to do so indefinitely and have no such relationship with any other person.~~
- ~~• Are jointly responsible for each other's welfare and financial obligations;~~
- ~~• Reside in the same household;~~
- ~~• Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence;~~

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Art. II, 10(c)(a)

- ~~Reside in a state where marriage between persons of the same sex is not recognized as a valid marriage, or, if residing in a state which recognizes same-sex unions, enter into such union as recognized by the state;~~
- ~~Are at least age 18, of legal age, and legally competent to enter a contract; and~~
- ~~Are not married to a third party.~~
- ~~Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all the above criteria. Affidavits completed and submitted for health care will be recognized for purposes of this plan.~~

(b) any unmarried child

(i) of the employee from the moment of live birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee. "Live birth" means that the child is born with spontaneous respiration or a heartbeat. Live birth does not include a stillbirth, miscarriage, spontaneous abortion or induced abortion,

(ii) of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household,

~~(iii) of the employee's same-sex domestic partner while such child meets the requirement to be the employee's dependent under Section 151 and 152 of the Internal Revenue Service Code and is:~~

- ~~the same-sex domestic partner's child by birth or adoption;~~

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Art. II, 10(c)(b)(iii)

• ~~unmarried,~~

• ~~residing with the employee,~~

~~(iv)~~(iii) as defined in (i), or (ii) ~~or (iii)~~ who does not reside with the employee but is the employee's legal responsibility for the provision of health care,

~~(v)~~(iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status, or

~~(vi)~~(v) who was eligible hereunder on the date of the employee's death and following the death of the employee, resides with the surviving spouse of the employee, for whom the surviving spouse provides principal support as defined by the Internal Revenue Code of the United States, and was reported as a dependent on the employee's surviving spouse's most recent income tax return or who qualifies in the current year for dependency tax status.

A child as defined in (i), (ii), (iii), (iv), or (v) ~~or (vi)~~ is included until the end of the ~~calendar year~~ month in which the child attains age 25~~6~~, or regardless of age if totally and permanently disabled, ~~as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee.~~ "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

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Art. II, 10(c)(b)(vi)

For the purposes of Dependent Life Insurance continued as set forth in subsection (e) below, a child born after the employee's death shall be an eligible Dependent only if such child is the issue of the surviving spouse's marriage to the deceased employee, and was conceived prior to such employee's death. Any such child shall be eligible on the same basis as a child born prior to the employee's death.

The Definition of Dependent used in this Section shall apply to the Dependent Life Insurance and Personal Accident Insurance set forth herein and shall be entirely independent of any such definition used for the Health Care Benefits set forth in the General Motors Health Care Program for Hourly Employees.

Same-sex domestic partners and their children shall continue to be treated as Dependents as defined under Article II, Section 10(c) of the 2011 Program with respect to claims incurred related to deaths which occurred through and including December 31, 2016. Thereafter such same-sex domestic partners and their children shall be ineligible for treatment as a Dependent under the Plan unless otherwise covered as a Dependent in accordance with the revised definition thereof contained in Article II, Section 10 (c) of the 2015 Program.

(d) Amount of Insurance

The amount of Dependent Life Insurance applicable to each Dependent is as follows:

	AMOUNT OF INSURANCE	
	DEPENDENT	
	SPOUSE	CHILD
Schedule I	\$5,000	\$2,000
Schedule II	\$10,000	\$4,000
Schedule III	\$15,000	\$6,000
Schedule IV	\$20,000	\$8,000
Schedule V	\$25,000	\$10,000
Schedule VI	\$30,000	\$12,000
Schedule VII	\$35,000	\$14,000
Schedule VIII	\$40,000	\$16,000
Schedule IX	\$45,000	\$18,000
Schedule X	\$50,000	\$20,000
Schedule XI	\$60,000	\$24,000
Schedule XII	\$75,000	\$30,000
Schedule XIII	\$100,000	\$40,000
Schedule XIV*	\$125,000	\$50,000

*Effective March 1, 2012

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Art. II, 10(d)

No increase in the amount of insurance in force on account of any Dependent will occur after the employee's death.

(e) *Continuation for Certain Survivors*

In the event an employee dies while insured for Dependent Life Insurance, the insurance as set forth in subsection (d) above, may be continued for the surviving spouse of the employee and any Dependent child who continues to be eligible, as set forth in subsection (c), above.

(f) *Contributions*

The employee shall contribute the full cost of Dependent Life Insurance. Contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under any General Motors benefit plan. The required monthly contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following schedules, which will remain in effect for the term of the Agreement.

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Monthly Contributions Prior to March 1, 2012

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Employee's Age	Schedule I \$5,000/\$2,000	Schedule II \$10,000/\$4,000	Schedule III \$15,000/\$6,000	Schedule IV \$20,000/\$8,000	Schedule V \$25,000/\$10,000	Schedule VI \$30,000/\$12,000
Under 25	\$0.10	\$0.20	\$0.30	\$0.40	\$0.50	\$0.60
25-29	\$0.15	\$0.30	\$0.45	\$0.60	\$0.75	\$0.90
30-34	\$0.25	\$0.50	\$0.75	\$1.00	\$1.25	\$1.50
35-39	\$0.30	\$0.60	\$0.90	\$1.20	\$1.50	\$1.80
40-44	\$0.35	\$0.70	\$1.05	\$1.40	\$1.75	\$2.10
45-49	\$0.60	\$1.20	\$1.80	\$2.40	\$3.00	\$3.60
50-54	\$0.90	\$1.80	\$2.70	\$3.60	\$4.50	\$5.40
55-59	\$1.50	\$3.00	\$4.50	\$6.00	\$7.50	\$9.00
60-64	\$2.60	\$5.20	\$7.80	\$10.40	\$13.00	\$15.60
65-69	\$4.20	\$8.40	\$12.60	\$16.80	\$21.00	\$25.20
70-74	\$8.00	\$16.00	\$24.00	\$32.00	\$40.00	\$48.00
75-79	\$18.85	\$37.70	\$56.55	\$75.40	\$94.25	\$113.10
80-84	\$35.70	\$71.40	\$107.10	\$142.80	\$178.50	\$214.20
85 & Over	\$57.80	\$115.60	\$173.40	\$231.20	\$289.00	\$346.80

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Monthly Contributions Prior to March 1, 2012

Employee's Schedule VIII Schedule IX Schedule X Schedule XI Schedule XII Schedule XIII Schedule XIV
 Age \$40,000/\$16,000 \$45,000/\$18,000 \$50,000/\$20,000 \$60,000/\$24,000 \$75,000/\$30,000 \$100,000/\$40,000 \$125,000/\$50,000

Under-25	\$0.64	\$0.72	\$0.80	\$0.96	\$1.20	\$1.60	\$2.00
25-29	\$0.96	\$1.08	\$1.20	\$1.44	\$1.80	\$2.40	\$3.00
30-34	\$1.60	\$1.80	\$2.00	\$2.40	\$3.00	\$4.00	\$5.00
35-39	\$1.92	\$2.16	\$2.40	\$2.88	\$3.60	\$4.80	\$6.00
40-44	\$2.24	\$2.52	\$2.80	\$3.36	\$4.20	\$5.60	\$7.00
45-49	\$3.84	\$4.32	\$4.80	\$5.76	\$7.20	\$9.60	\$12.00
50-54	\$5.76	\$6.48	\$7.20	\$8.64	\$10.80	\$14.40	\$18.00
55-59	\$9.64	\$10.85	\$12.05	\$14.46	\$18.08	\$24.10	\$30.13
60-64	\$16.68	\$18.77	\$20.85	\$25.02	\$31.28	\$41.70	\$52.13
65-69	\$26.96	\$30.33	\$33.70	\$40.44	\$50.55	\$67.40	\$84.25
70-74	\$51.32	\$57.74	\$64.15	\$76.98	\$96.23	\$128.30	\$160.38
75-79	\$120.96	\$136.08	\$151.20	\$181.44	\$226.80	\$302.40	\$378.00
80-84	\$229.04	\$257.67	\$286.30	\$343.56	\$429.45	\$572.60	\$715.75
85 & Over	\$370.84	\$417.20	\$463.55	\$556.26	\$695.33	\$927.10	\$1,158.88

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Monthly Contributions ~~Prior to February 1, 2016~~ Effective March 1, 2012

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Employee's Age	Schedule I \$5,000/\$2,000	Schedule II \$10,000/\$4,000	Schedule III \$15,000/\$6,000	Schedule IV \$20,000/\$8,000	Schedule V \$25,000/\$10,000	Schedule VI \$30,000/\$12,000	Schedule VII \$35,000/\$14,000
Under 25	\$0.08	\$0.16	\$0.24	\$0.32	\$0.40	\$0.48	\$0.56
25 - 29	\$0.12	\$0.24	\$0.36	\$0.48	\$0.60	\$0.72	\$0.84
30 - 34	\$0.20	\$0.40	\$0.60	\$0.80	\$1.00	\$1.20	\$1.40
35 - 39	\$0.24	\$0.48	\$0.72	\$0.96	\$1.20	\$1.44	\$1.68
40 - 44	\$0.28	\$0.56	\$0.84	\$1.12	\$1.40	\$1.68	\$1.96
45 - 49	\$0.48	\$0.96	\$1.44	\$1.92	\$2.40	\$2.88	\$3.36
50 - 54	\$0.72	\$1.44	\$2.16	\$2.88	\$3.60	\$4.32	\$5.04
55 - 59	\$1.21	\$2.41	\$3.62	\$4.82	\$6.03	\$7.23	\$8.44
60 - 64	\$2.09	\$4.17	\$6.26	\$8.34	\$10.43	\$12.51	\$14.60
65 - 69	\$3.37	\$6.74	\$10.11	\$13.48	\$16.85	\$20.22	\$23.59
70 - 74	\$6.42	\$12.83	\$19.25	\$25.66	\$32.08	\$38.49	\$44.91
75 - 79	\$15.12	\$30.24	\$45.36	\$60.48	\$75.60	\$90.72	\$105.84
80 - 84	\$28.63	\$57.26	\$85.89	\$114.52	\$143.15	\$171.78	\$200.41
85 & Over	\$46.36	\$92.71	\$139.07	\$185.42	\$231.78	\$278.13	\$324.49

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Monthly Contributions Prior to ~~February 1, 2016~~ Effective March 1, 2012

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Employee's Age	Schedule VIII \$40,000/\$16,000	Schedule IX \$45,000/\$18,000	Schedule X \$50,000/\$20,000	Schedule XI \$60,000/\$24,000	Schedule XII \$75,000/\$30,000	Schedule XIII \$100,000/\$40,000	Schedule XIV (*) \$125,000/\$50,000
Under 25	\$0.64	\$0.72	\$0.80	\$0.96	\$1.20	\$1.60	\$2.00
25 - 29	\$0.96	\$1.08	\$1.20	\$1.44	\$1.80	\$2.40	\$3.00
30 - 34	\$1.60	\$1.80	\$2.00	\$2.40	\$3.00	\$4.00	\$5.00
35 - 39	\$1.92	\$2.16	\$2.40	\$2.88	\$3.60	\$4.80	\$6.00
40 - 44	\$2.24	\$2.52	\$2.80	\$3.36	\$4.20	\$5.60	\$7.00
45 - 49	\$3.84	\$4.32	\$4.80	\$5.76	\$7.20	\$9.60	\$12.00
50 - 54	\$5.76	\$6.48	\$7.20	\$8.64	\$10.80	\$14.40	\$18.00
55 - 59	\$9.64	\$10.85	\$12.05	\$14.46	\$18.08	\$24.10	\$30.13
60 - 64	\$16.68	\$18.77	\$20.85	\$25.02	\$31.28	\$41.70	\$52.13
65 - 69	\$26.96	\$30.33	\$33.70	\$40.44	\$50.55	\$67.40	\$84.25
70 - 74	\$51.32	\$57.74	\$64.15	\$76.98	\$96.23	\$128.30	\$160.38
75 - 79	\$120.96	\$136.08	\$151.20	\$181.44	\$226.80	\$302.40	\$378.00
80 - 84	\$229.04	\$257.67	\$286.30	\$343.56	\$429.45	\$572.60	\$715.75
85 & Over	\$370.84	\$417.20	\$463.55	\$556.26	\$695.33	\$927.10	\$1,158.88

(*) Effective March 1, 2012

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Monthly Contributions Effective February 1, 2016

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<u>Employee's</u> <u>Age</u>	<u>Schedule VIII</u> <u>\$40,000/\$16,000</u>	<u>Schedule IX</u> <u>\$45,000/\$18,000</u>	<u>Schedule X</u> <u>\$50,000/\$20,000</u>	<u>Schedule XI</u> <u>\$60,000/\$24,000</u>	<u>Schedule XII</u> <u>\$75,000/\$30,000</u>	<u>Schedule XIII</u> <u>\$100,000/\$40,000</u>	<u>Schedule XIV</u> <u>\$125,000/\$50,000</u>
<u>Under 25</u>	<u>\$0.64</u>	<u>\$0.72</u>	<u>\$0.80</u>	<u>\$0.96</u>	<u>\$1.20</u>	<u>\$1.60</u>	<u>\$2.00</u>
<u>25 - 29</u>	<u>\$0.96</u>	<u>\$1.08</u>	<u>\$1.20</u>	<u>\$1.44</u>	<u>\$1.80</u>	<u>\$2.40</u>	<u>\$3.00</u>
<u>30 - 34</u>	<u>\$1.60</u>	<u>\$1.80</u>	<u>\$2.00</u>	<u>\$2.40</u>	<u>\$3.00</u>	<u>\$4.00</u>	<u>\$5.00</u>
<u>35 - 39</u>	<u>\$1.92</u>	<u>\$2.16</u>	<u>\$2.40</u>	<u>\$2.88</u>	<u>\$3.60</u>	<u>\$4.80</u>	<u>\$6.00</u>
<u>40 - 44</u>	<u>\$2.24</u>	<u>\$2.52</u>	<u>\$2.80</u>	<u>\$3.36</u>	<u>\$4.20</u>	<u>\$5.60</u>	<u>\$7.00</u>
<u>45 - 49</u>	<u>\$3.84</u>	<u>\$4.32</u>	<u>\$4.80</u>	<u>\$5.76</u>	<u>\$7.20</u>	<u>\$9.60</u>	<u>\$12.00</u>
<u>50 - 54</u>	<u>\$5.76</u>	<u>\$6.48</u>	<u>\$7.20</u>	<u>\$8.64</u>	<u>\$10.80</u>	<u>\$14.40</u>	<u>\$18.00</u>
<u>55 - 59</u>	<u>\$9.64</u>	<u>\$10.85</u>	<u>\$12.05</u>	<u>\$14.46</u>	<u>\$18.08</u>	<u>\$24.10</u>	<u>\$30.13</u>
<u>60 - 64</u>	<u>\$16.68</u>	<u>\$18.77</u>	<u>\$20.85</u>	<u>\$25.02</u>	<u>\$31.28</u>	<u>\$41.70</u>	<u>\$52.13</u>
<u>65 - 69</u>	<u>\$26.96</u>	<u>\$30.33</u>	<u>\$33.70</u>	<u>\$40.44</u>	<u>\$50.55</u>	<u>\$67.40</u>	<u>\$84.25</u>
<u>70 - 74</u>	<u>\$51.32</u>	<u>\$57.74</u>	<u>\$64.15</u>	<u>\$76.98</u>	<u>\$96.23</u>	<u>\$128.30</u>	<u>\$160.38</u>
<u>75 - 79</u>	<u>\$120.96</u>	<u>\$136.08</u>	<u>\$151.20</u>	<u>\$181.44</u>	<u>\$226.80</u>	<u>\$302.40</u>	<u>\$378.00</u>
<u>80 - 84</u>	<u>\$229.04</u>	<u>\$257.67</u>	<u>\$286.30</u>	<u>\$343.56</u>	<u>\$429.45</u>	<u>\$572.60</u>	<u>\$715.75</u>
<u>85-89</u>	<u>\$370.84</u>	<u>\$417.20</u>	<u>\$463.55</u>	<u>\$556.26</u>	<u>\$695.33</u>	<u>\$927.10</u>	<u>\$1,158.88</u>
<u>90-94 (*)</u>	<u>\$600.72</u>	<u>\$675.81</u>	<u>\$750.90</u>	<u>\$901.08</u>	<u>\$1,126.35</u>	<u>\$1,501.80</u>	<u>\$1,877.25</u>
<u>95 & Over (*)</u>	<u>\$973.24</u>	<u>\$1,094.90</u>	<u>\$1,216.55</u>	<u>\$1,459.86</u>	<u>\$1,824.83</u>	<u>\$2,433.10</u>	<u>\$3,041.38</u>

(*) Retirees and current surviving spouses who are 90 or older of February 1, 2016, will be grandfathered at their rates in effect as of December 31, 2015.

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Monthly Contributions Effective February 1, 2016

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<u>Employee's</u> <u>Age</u>	<u>Schedule VIII</u> <u>\$40,000/\$16,000</u>	<u>Schedule IX</u> <u>\$45,000/\$18,000</u>	<u>Schedule X</u> <u>\$50,000/\$20,000</u>	<u>Schedule XI</u> <u>\$60,000/\$24,000</u>	<u>Schedule XII</u> <u>\$75,000/\$30,000</u>	<u>Schedule XIII</u> <u>\$100,000/\$40,000</u>	<u>Schedule XIV</u> <u>\$125,000/\$50,000</u>
<u>Under 25</u>	<u>\$0.64</u>	<u>\$0.72</u>	<u>\$0.80</u>	<u>\$0.96</u>	<u>\$1.20</u>	<u>\$1.60</u>	<u>\$2.00</u>
<u>25 - 29</u>	<u>\$0.96</u>	<u>\$1.08</u>	<u>\$1.20</u>	<u>\$1.44</u>	<u>\$1.80</u>	<u>\$2.40</u>	<u>\$3.00</u>
<u>30 - 34</u>	<u>\$1.60</u>	<u>\$1.80</u>	<u>\$2.00</u>	<u>\$2.40</u>	<u>\$3.00</u>	<u>\$4.00</u>	<u>\$5.00</u>
<u>35 - 39</u>	<u>\$1.92</u>	<u>\$2.16</u>	<u>\$2.40</u>	<u>\$2.88</u>	<u>\$3.60</u>	<u>\$4.80</u>	<u>\$6.00</u>
<u>40 - 44</u>	<u>\$2.24</u>	<u>\$2.52</u>	<u>\$2.80</u>	<u>\$3.36</u>	<u>\$4.20</u>	<u>\$5.60</u>	<u>\$7.00</u>
<u>45 - 49</u>	<u>\$3.84</u>	<u>\$4.32</u>	<u>\$4.80</u>	<u>\$5.76</u>	<u>\$7.20</u>	<u>\$9.60</u>	<u>\$12.00</u>
<u>50 - 54</u>	<u>\$5.76</u>	<u>\$6.48</u>	<u>\$7.20</u>	<u>\$8.64</u>	<u>\$10.80</u>	<u>\$14.40</u>	<u>\$18.00</u>
<u>55 - 59</u>	<u>\$9.64</u>	<u>\$10.85</u>	<u>\$12.05</u>	<u>\$14.46</u>	<u>\$18.08</u>	<u>\$24.10</u>	<u>\$30.13</u>
<u>60 - 64</u>	<u>\$16.68</u>	<u>\$18.77</u>	<u>\$20.85</u>	<u>\$25.02</u>	<u>\$31.28</u>	<u>\$41.70</u>	<u>\$52.13</u>
<u>65 - 69</u>	<u>\$26.96</u>	<u>\$30.33</u>	<u>\$33.70</u>	<u>\$40.44</u>	<u>\$50.55</u>	<u>\$67.40</u>	<u>\$84.25</u>
<u>70 - 74</u>	<u>\$51.32</u>	<u>\$57.74</u>	<u>\$64.15</u>	<u>\$76.98</u>	<u>\$96.23</u>	<u>\$128.30</u>	<u>\$160.38</u>
<u>75 - 79</u>	<u>\$120.96</u>	<u>\$136.08</u>	<u>\$151.20</u>	<u>\$181.44</u>	<u>\$226.80</u>	<u>\$302.40</u>	<u>\$378.00</u>
<u>80 - 84</u>	<u>\$229.04</u>	<u>\$257.67</u>	<u>\$286.30</u>	<u>\$343.56</u>	<u>\$429.45</u>	<u>\$572.60</u>	<u>\$715.75</u>
<u>85-89</u>	<u>\$370.84</u>	<u>\$417.20</u>	<u>\$463.55</u>	<u>\$556.26</u>	<u>\$695.33</u>	<u>\$927.10</u>	<u>\$1,158.88</u>
<u>90-94 (*)</u>	<u>\$600.72</u>	<u>\$675.81</u>	<u>\$750.90</u>	<u>\$901.08</u>	<u>\$1,126.35</u>	<u>\$1,501.80</u>	<u>\$1,877.25</u>
<u>95 & Over (*)</u>	<u>\$973.24</u>	<u>\$1,094.90</u>	<u>\$1,216.55</u>	<u>\$1,459.86</u>	<u>\$1,824.83</u>	<u>\$2,433.10</u>	<u>\$3,041.38</u>

(*) Retirees and current surviving spouses who are 90 or older as of February 1, 2016, will be grandfathered at their rates in effect as of December 31, 2015.

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Art. II, 10(f)

The monthly rate of contribution during any calendar year will be based on the employee's age as of December 31 of such year.

In the case of Dependent Life Insurance continued after the employee's death, the surviving spouse of the employee shall contribute the full cost of such insurance.

Contributions shall be deducted monthly, in advance, from any monies then payable to the surviving spouse under (i) Section 8 of this Article, or (ii) the General Motors Hourly-Rate Employees Pension Plan.

However, to continue this insurance when the surviving spouse is not eligible for a benefit under the General Motors Hourly-Rate Employees Pension Plan and the surviving spouse's Bridge Survivor Income Benefit is suspended as set forth in Section 8(f)(1) of this Article because of the surviving spouse's eligibility for certain Social Security benefits, the spouse must make the required contribution, annually and in advance. In either case, the monthly rate of contribution during any calendar year for any such surviving spouse will be determined under the applicable Schedule, based on the progressing age of the surviving spouse as of December 31 of such year.

(g) *Payment of Dependent Life Insurance*

(1) If a Dependent dies from any cause while the employee is insured for Dependent Life Insurance, the amount of such insurance in force on account of the Dependent shall be paid in a lump sum to the employee.

The employee's insurance certificate shall set forth the procedure for payment of insurance in case a Dependent dies subsequent to the death of the employee.

Art. II, 10(g)(2)

(2) If a Dependent child dies from any cause while Dependent Life Insurance is being continued as set forth in subsection (e), above, the insurance in force on account of the Dependent child shall be paid in a lump sum to the surviving spouse of the employee.

(3) If the surviving spouse of the employee dies from any cause while Dependent Life Insurance is being continued as set forth in subsection (e), above, the insurance in force on account of the surviving spouse shall be paid in a lump sum to the spouse's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse.

(4) The surviving spouse's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of a Dependent.

(5) In no event will more than one claim be paid hereunder on account of the death of any insured person.

(6) This insurance is term insurance without cash, loan or paid-up values.

(h) Cessation of Insurance

(1) An employee's Dependent Life Insurance shall automatically cease on the earliest of the following:

(i) The date the employee ceases to have a Dependent as defined in subsection (c), above. The employee must contact the Carrier to request that contribution deductions be terminated.

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Art. II, 10(h)(1)(ii)

(ii) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article.

(iii) If the employee fails to make a required contribution for Dependent Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iv) The date of discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4.

(2) Any Dependent Life Insurance continued in accordance with the provisions of subsection (e), above, shall automatically cease on the earliest of the following:

(i) The date of the surviving spouse's remarriage ~~or the date a new relationship is established with a same-sex domestic partner.~~

(ii) The date the surviving spouse dies.

(iii) If the surviving spouse fails to make a required contribution as set forth in subsection (f), above, when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iv) The date of discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4.

(3) The Dependent Life Insurance on account of any Dependent shall, in any case, automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined in subsection (c) above.

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(i) Conversion Privilege

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the Dependent Life Insurance on account of such person because of:

(1) cessation of the employee's Basic Life Insurance provided in accordance with Section 2 of this Article, unless such cessation was due to discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4, or

(2) cessation of Dependent Life Insurance in accordance with subsection (h)(2)(i), (iii) and (iv), above, or

(3) such person's ceasing to be a Dependent as defined in subsection (c), above,

such person shall be entitled to have an individual policy of life insurance only, without disability or extra accident insurance, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of such person less than) the amount of Dependent Life Insurance in force on account of such person on the date of cessation of such insurance.

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Art. II, 10(i)(3)

Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of life insurance dies during such 31 day period, the insurance company shall pay benefits in accordance with subsection (g), above, as though insurance had been in force, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

Section 11. Personal Accident Insurance

(a) Eligibility

An employee as defined in Article V, Section 1 shall become eligible for Personal Accident Insurance on the employee's own account (Personal coverage) and on account of the employee's family (Family coverage) on the first day of employment with the Company. The date the employee becomes eligible for Personal Accident Insurance shall be referred to hereinafter as the employee's eligibility date.

(b) Enrollment and Effective Dates

The employee's Personal Accident Insurance shall become effective as set forth below. The employee may enroll for Family coverage if the employee has at least one eligible Dependent as defined in subsection (c), below.

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date.

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Art. II, 11(b)(2)

(2) If the employee enrolls subsequent to the employee's eligibility date, or if the employee becomes insured for Personal Accident Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (d) below, insurance shall become effective on the first day of the calendar month next following the date of enrollment or change.

If the employee enrolls as indicated in (1) or (2) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Personal Accident Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work and, for Family coverage, must have at least one eligible Dependent as defined in subsection (c) below, on the date the insurance or higher amount of insurance otherwise would become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided for Family coverage only, the employee still has at least one eligible Dependent as defined in subsection (c), below.

If the employee becomes insured for Personal Accident Insurance and later enrolls for a lower amount of insurance as set forth in subsection (d) below, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the month for which the employee last contributed for the higher amount, whether or not the employee then is actively at work.

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Art. II, 11(c)

(c) Definition of Dependent

An eligible dependent for purposes of Personal Accident Insurance shall be as defined in Section 10(c) of this Article, except that a child will be covered from the moment of live birth.

No person may be considered a dependent of more than one employee. In the event that Family coverage is elected under this Program by more than one eligible employee, only the amount of insurance elected by the employee with the earlier birthday in the calendar year will be paid. Such payment will satisfy the Program's liability on account of the dependent's death, dismemberment, or other covered loss.

(d) Amount of Insurance

(1) Personal Coverage

An employee may elect coverage in units of \$10,000, up to a maximum benefit of \$500,000.

(2) Family Coverage

An employee may elect coverage in units of \$10,000, up to a maximum benefit of \$500,000.

The amount of Personal Accident Insurance for an employee's spouse is equal to 50% of the employee's coverage amount. The amount of Personal Accident Insurance for a dependent child is equal to 10% of the employee's coverage.

The maximum amount of Personal Accident Insurance in force after the employee retires shall be \$150,000. The maximum amount of Personal Accident Insurance which can be continued as set forth in (3), below, shall be \$150,000. If an employee

Art. II, 11(d)(2)

is insured for an amount greater than \$150,000, such amount shall be automatically reduced to \$150,000 on the effective date of the employee's retirement or the first day of the month following the employee's death, if applicable.

No increase in the amount of insurance in force on account of any Dependent will occur after the employee's retirement or death.

(3) Continuation for Survivors

In the event an employee dies while insured for Family coverage under this Personal Accident Insurance, such insurance as set forth in (2) above, may be continued for the surviving spouse of the employee and any Dependent Child who continues to be eligible, as set forth in subsection (c), above.

(4) Schedule of Losses

If the employee, or any covered family member, while insured for Personal Accident Insurance, sustains accidental bodily injuries which result in one of the following losses within 365 days of the accident, the following benefits apply:

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Art. II, 11(d)(4)

Loss	Amount Payable
Loss of life	The full amount
Presumption of death benefit for loss of life	The full amount
Loss of both hands or both feet	The full amount
Loss of one hand and one foot	The full amount
Loss of the entire sight of both eyes	The full amount
Loss of speech and hearing	The full amount*
Loss of the entire sight of one eye and one hand or foot	The full amount
Loss of one hand or one foot	1/2 The full amount
Loss of the entire sight of one eye	1/2 The full amount
Loss of speech or hearing	1/2 The full amount*
Loss of thumb and index finger (of the same hand)	1/4 The full amount*

* No benefit amount payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

"Loss", used with reference to hand or foot, means complete severance through or above the wrist or ankle joint; as used with reference to eye, means irrecoverable loss of the entire sight thereof; as used with reference to speech and hearing, means entire and irrecoverable loss of speech or hearing and as used with reference to thumb and index finger, means complete severance through or above metacarpophalangeal joints.

"Presumption of death" means an assumption will be made that the covered person died as a result of an accidental injury if: (1) the aircraft or other vehicle the covered person was traveling in disappears, sinks, or is wrecked; and (2) the body of the person who disappeared is not found within one year of (i) the date the aircraft or other vehicle was scheduled to arrive at its destination, if traveling in an

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Art. II, 11(d)(4)

aircraft or other vehicle operated by a common carrier;
or (ii) the date the person is reported missing to the
authorities, if traveling in any other aircraft or vehicle.

For each insured individual, only one amount
will be paid, the greatest applicable, for all losses
sustained as a result of any one injury, except that an
additional benefit will be paid as set forth in
subsections (7), (8), (9), (11), and (12), below.

(5) "Paralysis" means the loss of use, without
severance, of a limb and includes quadriplegia, which is
total paralysis of both upper and lower limbs;
paraplegia, which is total paralysis of both lower
limbs; or hemiplegia, which is total paralysis of upper
and lower limbs on one side of the body. This loss
must be determined by a physician to be complete and
not reversible. Benefits for paralysis for an insured
employee, spouse or child are as set forth below:

Paralysis

Quadriplegia	The full amount
Paraplegia	3/4 The full amount
Hemiplegia	1/2 The full amount

(6) Comatose

If an insured employee, covered spouse, or
covered child becomes comatose within 365 days of
the accident, a benefit equal to one percent (1%) of the
full amount in force on account of such comatose
person shall be payable on the 32nd day of the coma
and each month thereafter for a maximum of 100
months, or until death if earlier at which time any
balance would be paid. If the covered person regains
consciousness, benefits shall cease and coverage for
Personal Accident Insurance would resume only upon
re-enrollment and payment of premiums.

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(7) *Special Education*

If family coverage has been elected and the insured employee suffers a loss of life as a result of a covered accident, an additional benefit in the amount of up to five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year] will be paid for each eligible dependent child enrolled within 365 days of the death of the employee as a full-time student in an accredited college or university.

The benefit will be payable annually for up to four consecutive years providing the eligible child consecutively continues education as a full-time student. Benefits payable beyond the first year require evidence that the child has successfully completed all academic requirements of the prior school year.

No payment will be made for room, board, or other living, traveling, or clothing expenses. If there is no dependent child who qualifies, an additional benefit of \$1000 will be paid to the beneficiary. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(8) *Special Child Care Center*

If family coverage has been elected and the insured employee or insured spouse suffers a loss of life as a result of a covered accident, the beneficiary will receive an additional benefit in the amount of five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year] for up to four years for each eligible child, under the age of 13, enrolled (or who becomes enrolled within 90 days) in a qualified child care center.

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Art. II, 11(d)(8)

If there is no dependent child who qualifies, an additional benefit of \$1000 will be paid to the beneficiary. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(9) Spousal Occupational Training

If family coverage has been elected and the insured employee suffers a loss of life as a result of a covered accident, a surviving spouse enrolled in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which the spouse would not have sufficient qualification otherwise, will be reimbursed for expenses actually incurred up to five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year]. To be reimbursed, such expenses must be reasonable and necessary and must be incurred within three (3) years of the date of the employee's death. No payment will be made for room, board, or other living, traveling, or clothing expenses. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(10) Common Disaster

If family coverage has been elected and an insured employee and insured spouse suffer a loss of life in the same covered accident, or separate covered accidents which occur within 48 hours of each other (common disaster), the amount payable by reason of the spouse's death will equal the amount payable by reason of the insured employee's death. The common disaster benefit for the insured employee and insured spouse will not exceed \$1,000,000.

(11) *Seat Belt and Air Bag Benefit*

If an insured employee, covered spouse or covered child suffers a loss of life as a result of a covered accident while in a private passenger car and the covered person's seat belt was properly used, an additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will be paid. An additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will also be payable if an air bag is deployed for the seat which such person occupied and while properly using a seat belt.

(12) *Repatriation Expense Benefit*

If the insured employee, covered spouse or covered child suffers a loss of life as the result of a covered accident, a repatriation benefit of \$2,500 (\$5,000 in the case of a covered accident which occurs on or after January 1, 2004) will be paid for the preparation and transportation of the covered person's body to the city of such person's principal residence, provided the death occurred at least one hundred (100) miles away from such person's principal residence.

(e) *Contributions*

Employees and retirees shall contribute the full cost of Personal Accident Insurance. Employee and retiree contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under a General Motors benefit plan. The required contribution for each \$10,000 of Personal Accident Insurance is as set forth in the following schedules, which will remain in effect for the term of the Agreement.

Art. II, 11(e)

**Prior to Employee's Retirement
Monthly Contribution for Each \$10,000 of Insurance**

	Prior to March <u>February 1, 2012</u>	Effective March <u>February 1, 2012</u>
Personal Coverage	\$0.43<u>57</u>	\$0.57<u>46</u>
Family Coverage	\$0.55<u>72</u>	\$0.72<u>58</u>

**After Employee's Retirement
Monthly Contribution for Each \$10,000 of Insurance**

	Prior to March <u>February 1, 2012</u>	Effective March <u>February 1, 2012</u>
Personal Coverage	\$0.53<u>70</u>	\$0.70<u>56</u>
Family Coverage	\$0.65<u>86</u>	\$0.86<u>69</u>

The required contribution for Family coverage is for the employee and the employee's eligible dependents regardless of the number insured.

In the case of Personal Accident Insurance continued after the employee's death, the surviving spouse of the employee shall contribute the full cost of such insurance beginning with the 13th month following the month of the employee's death. Contributions shall be deducted monthly in advance and, where possible, from any monies then payable to the surviving spouse under (i) Section 8 of this Article, or (ii) the General Motors Hourly-Rate Employees Pension Plan. The monthly rate of contribution for any such surviving spouse will be determined as set forth in the schedule applicable to a retiree and will be based on the amount of coverage which would have been in force on the employee, as if living.

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(f) Exclusions

In no case shall payment be made for any loss which is contributed to or caused, wholly or partly, directly or indirectly, by:

- (1) suicide or self-destruction or any attempt thereat, whether sane or insane;
- (2) bodily infirmity, sickness or disease;
- (3) medical or surgical treatment (except medical or surgical treatment necessitated only due to an accidental injury);
- (4) war, declared or undeclared, or any act of war except while the employee is outside the United States and Puerto Rico on Company assignment or while insured dependents are outside the United States and Puerto Rico because of the employee's assignment;
- (5) injury sustained while serving in the armed forces of any country, for which period premiums will be refunded; provided, however, that a member of an Organized Reserve Corps or National Guard Unit shall be covered during short periods of training or participation in public ceremonies;
- (6) injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft. This policy covers riding as a passenger but not as an operator or crew member, in or on, boarding or unloading from any aircraft having a current and valid airworthiness certificate or any transport type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by any similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere

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in the world. Persons who are not members of the operating crew of any aircraft, who are engaged in testing, measuring, calibrating and similar operations, shall be considered passengers and not crew members;

(7) the insured person's act of aggression, participation in a felonious enterprise or illegal use of drugs.

Notwithstanding the provisions of subsection (d)(4) above and this subsection (f) and, other than for medical malpractice or other medical errors, a claim for Personal Accident Insurance will not be denied on the basis that a physical illness or infection either (1) contributed to an accidental covered Loss or (2) hastened the occurrence of an accidental covered Loss.

(g) Payment of Personal Accident Insurance

(1)(a) If the employee dies as a result of accidental death while insured for Personal Accident Insurance and the employee has designated a beneficiary for Personal Accident Insurance, the amount of such insurance in force shall be paid to such beneficiary.

(b) If the employee dies as a result of accidental death while insured for Personal Accident Insurance and the employee has not designated a beneficiary for Personal Accident Insurance, the amount of such insurance in force shall be paid to the beneficiary of record designated by the employee for Basic Life Insurance.

(2) If a covered family member dies as a result of accidental death while insured for Personal Accident Insurance, the amount of such insurance in force on account of the dependent shall be paid to the employee (the employee is the beneficiary for Personal Accident Insurance).

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Art. II, 11(g)(3)

(3) At the written request of the beneficiary, the Personal Accident Insurance shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

(4) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

(5) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(6) If the surviving spouse of the employee dies as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection (d)(3), above, the insurance in force on account of the surviving spouse shall be paid in a lump sum to the spouse's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse.

(7) If a dependent child sustains a loss as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection (d)(3), above, the benefit shall be paid to the surviving spouse of the employee.

(8) The surviving spouse's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of

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beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of a dependent.

(9) All other indemnities are payable to the employee.

(10) This insurance is term insurance without cash, loan or paid-up values.

(h) Cessation of Insurance

(1) The Personal Accident Insurance on account of an employee shall automatically cease on the earliest of the following:

(i) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article except as set forth in subsection (i), below.

(ii) If the employee fails to make a required contribution for Personal Accident Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.

(2) The Personal Accident Insurance on account of a covered family member shall automatically cease on the earliest of the following:

(i) On the date of termination of the employee's insurance, for reasons other than death.

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Art. II, 11(h)(2)(ii)

(ii) On the date the dependent ceases to be an eligible dependent as defined in subsection (c) above. When the employee no longer has any eligible dependents, the employee must contact the Carrier to request that contribution deductions be terminated for family coverage.

(3) Any Personal Accident Insurance continued in accordance with the provisions of subsection (d)(3), above, shall automatically cease on the earliest of the following:

(i) On the date the dependent ceases to be an eligible dependent as defined in subsection (c), above.

(ii) On the date the surviving spouse remarries ~~or the date a new relationship is established with a same-sex domestic partner.~~

(iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.

(i) *Continuation After Cessation of Active Work*

(1) *Employee on Leave of Absence*

During the month in which an approved leave of absence commences, an insured employee on such leave will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on an approved leave of absence provided the required contribution is paid to the insurer.

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(2) Employees on Layoff

During the month in which a layoff commences, an insured employee on such layoff will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on layoff, as set forth in the following schedule provided the required contribution is paid to the insurer.

Years of Seniority on Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Can be Continued
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) Retirees

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer monthly and in advance.

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**ARTICLE III
CONTINUATION OF COVERAGES,
COMPANY AND EMPLOYEE
CONTRIBUTIONS, AND
CESSATION OF COVERAGES**

Section 1. Employees in Active Service

The Company shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Company, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence Other Than for Disability

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For the first month all coverages provided under Article II will be continued and the Company shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(b) For the next 12 months in case of a layoff (24 months in the case of an employee who has 10 or more years of seniority as of the last day worked prior to

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layoff) and the next 11 months in case of a leave of absence other than for disability; only Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued.

(1) For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Company related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Optional and Dependent Life Insurance) continued by a laid-off employee shall be continued without cost to such employee during a specified number of full calendar months of layoff. Company contributions shall commence with the first month after the month in which the Company contributed under the provisions of subsection (a) of this Section.

An employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued in any month of layoff in which such employee is not eligible for such Company contributions. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) For such period in case of a leave of absence other than for disability an employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued by an employee while on layoff for

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up to 12 additional months beyond the last month for which the Company contributed in accordance with subsection (b)(1) of this Section. Employees shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued for such period. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

At the end of any period set forth above except as otherwise provided in this Article, or at any time the employee fails to make the required contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance during such period, the employee's Basic Life, Extra Accident and Survivor Income Benefit Insurance is canceled and the employee is entitled to the conversion privilege as described in Article IV, Section 6.

(d) Special Provisions

**(1) Employee Placed on Leave of Absence
Other Than for Disability Because of A
Clinically Anticipated Disability**

If an employee is granted a leave of absence other than for disability, because of a clinically disability based on the natural course of the employee's diagnosed condition, Sickness and Accident coverage which may have ceased in accordance with subsection (b) above during the period of such leave shall be reinstated, provided the employee is insured for Basic Life Insurance, as of the date the employee presents medical certification from the employee's personal physician, satisfactory to the Carrier, that the employee is totally disabled and shall remain in force on the same basis as set forth in Section 3 of this Article. Commencing with the month in which such Sickness and Accident Benefit coverage

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is reinstated, the Company shall pay the full monthly charge for such coverage on the same basis as set forth in Section 3(a) of this Article for an employee on an approved disability leave of absence. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) *Employee Placed on Layoff From Disability Leave of Absence*

For an employee at work on or after March 1, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day such employee reports for work shall be deemed to be the day the employee last works prior to layoff and the coverages to be continued during such layoff will be that for which the employee was covered on the actual day the employee last worked, but only for purposes of this Section 2.

(3) *Employee Placed on Layoff From Military Leave of Absence*

Notwithstanding any other provisions of the Program, if an employee upon reporting for work from military leave of absence in accordance with the terms of such leave is immediately placed on layoff, the day such employee reports for work shall be deemed to be the employee's last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Company contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages under the provisions of the Program applicable to laid-off employees.

Section 3. Disabled Employees

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to

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Art. III, 3

disability upon payment of any required contributions.
Personal Accident Insurance may be continued as set forth in
Article II, Section 11(i).

(a) For any period during which an employee

(1) shall be entitled to receive Sickness and
Accident Benefits, or

(2) is totally and continuously disabled while covered
for Sickness and Accident Benefits and such employee
remains on an approved disability leave of absence but not
to exceed the period equal to the employee's Years of
Participation as of the first day of disability,

all the employee's coverages under Article II shall remain
in force, except that if an employee's disability leave is
canceled because the period of such leave equaled the
employee's length of seniority, all the employee's
coverages under Article II shall continue to remain in force in
any month in which the employee continues to receive
Extended Disability Benefits subsequent to such
cancellation. The Company shall pay the full monthly charge
for such coverages (other than Optional and Dependent Life
Insurance) continued. The employee shall contribute the full
cost of Optional and Dependent Life Insurance continued.

(b) For an employee at work on or after March 1, 1982 if,
within three working days after an employee's disability leave
of absence is canceled by the plant because the
employee's disability has ceased, the employee is again
disabled so as to satisfy the disability requirements for
Sickness and Accident Benefits and is thereby unable to
return to work, all the employee's coverages under Article II
shall remain in force while the employee is so disabled, on the
same basis as if the employee had become disabled while

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Art. III, 3(b)

Sickness and Accident coverage was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth under Article II, Section 6(b)(1). The Company shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) An employee who is placed on an approved disability leave of absence from layoff and while not covered for Sickness and Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Company shall pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment with the Company under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

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The Company shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

(1) *Employees With Less Than Ten Years of Participation*

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) *Employees With Ten or More Years of Participation*

An employee may continue during such employee's period of continuing total disability up to retirement only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life

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Art. III, 3(e)(2)

Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance and Extra Accident Insurance during retirement shall be determined as set forth in Article II, Section 2(b) and Article II, Section 3(a), respectively. Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Continuation of Insurance

(a) *Insured Employee Between Ages 60 and 65*

An insured employee who ceases active work (other than for quit, discharge or retirement) at or after age 60 and was insured from age 60 to the date such employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more years of credited service at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance for a period of five years by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance.

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Art. III, 4(a)

If the employee does not continue Basic Life Insurance in the manner set forth above, the employee may exercise the conversion privilege described in Article IV, Section 6.

(b) *Insured Employee Retiring With Benefits*

An insured employee with 10 or more years of credited service who retires under the provisions of Article II, Section 1, 2 or 3 of the General Motors Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires shall have only Basic Life and Extra Accident Insurance continued subject to reduction in accordance with Article II, Section 2(b) and Article II, Section 3(a), respectively, except that Survivor Income Benefit Insurance shall be continued to age 65 for any such employee who retires prior to age 65 under the provisions of Article II, Section 3 of such Pension Plan. Contributions shall not be required of any such retired employee.

(c) *Uninsured Employee Retiring With Benefits*

An uninsured employee with 10 or more years of credited service retiring with benefits under the provisions of Article II, Section 1, 2 or 3 of the General Motors Hourly-Rate Employees Pension Plan without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsection (a) above shall become insured, on the first day of the month following the month in which seniority is canceled because of such retirement for the same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction in accordance with Article II,

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Section 2(b) and Article II, Section 3(a), respectively. Contributions shall not be required of any such retired employee.

Section 5. Cessation of Coverages

(a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

(b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Company.

(c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

(d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:

(1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

(2) the earlier of the expiration of the employee's approved disability leave of absence, or retirement.

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Sickness and Accident Benefit coverage may be reinstated only if and when the employee returns to active work for the Company. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident coverage shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

ARTICLE IV

GENERAL PROVISIONS

Section 1. Amount of Coverage Depends on Base Hourly Rate

(a) Amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages are determined by the base hourly rate on the date the employee becomes covered under the Program.

(b) If the employee is working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods (or the period of employment, if less) which include and immediately precede the applicable date as set forth in the preceding paragraph is substituted for the base hourly rate specified in the preceding paragraph in determining the amounts of coverage.

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(c) Neither base hourly rate nor average earned hourly rate, as used in this Section, shall include overtime or night shift premiums or any Cost-of-Living Allowance.

(d) An employee retired under the General Motors Hourly-Rate Employees Pension Plan, other than on disability retirement, who returns to work while still covered, shall have the amount of such employee's coverages determined on the employee's base hourly rate on the date the employee returns to work, subject to reduction as set forth in Article II, Section 2(b).

Section 2. Amount of Coverage Subsequent to Becoming Covered Under the Program

(a) Subsequent to the date an employee becomes covered under the Program the amounts of Basic Life, Extra Accident, Sickness and Accident and Extended Disability Benefit coverages for which such employee is covered shall be based on the employee's current base hourly rate, except that if the employee is not actively at work on the date when the amount of coverage would change, the employee shall be covered for such changed amount when the employee returns to work.

(b) Changes in amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the employee is then actively at work. If the employee is not actively at work on such date, the change will be effective on the date of the employee's return to work.

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(c) Irrespective of the foregoing, in the event of death or commencement of total disability, if an employee's base hourly rate on either of the two quarterly review dates (January 1, April 1, July 1, or October 1) immediately preceding such employee's last day worked [or in the case of an employee working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods in which such employee worked full weeks (or the period of employment, if less) which include and immediately precede the employee's last day worked] would entitle the employee to larger amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages than those which were in effect on the date of death or total disability, payment of benefits shall be on the basis of such larger amounts.

(d) An employee who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower base hourly rate than the job such employee held immediately prior to the employee's disability absence, will have amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages determined in accordance with the higher base hourly rate of the employee's former job, as determined by the Schedules of Benefits in Article II, Sections 1 and 5, for as long as the employee receives payments under any applicable Workers Compensation Law in reimbursement for the loss in pay occasioned by such physical limitation.

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Section 3. Benefits for Part-Time Employees

For a part-time employee the benefit amounts set forth in Article II, Sections 1, 5, and 8 shall be payable in the same percentage relationship as the established working hours for such employee's job is to 40 hours.

Section 4. Recovery of Benefit Overpayments

(a) If it is determined that any benefit(s) paid to an employee under Article II should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment to the Carrier; provided, however, that no repayment shall be required if notice has not been given within one year from the date the overpayment was established and the overpayment was caused solely by Carrier error.

(b) If the employee fails to repay such amount of overpayment promptly, the Carrier shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under Article II, or may request the Company to make or arrange for an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company, or on the Company's behalf, or otherwise, to the employee in the form of wages or benefits. The Company shall have the right to make or arrange to have made deductions for recovering such overpayments from any such present or future wages or benefits which are or become payable to such employee.

(c) At the direction of the Company, the Carrier shall make an appropriate deduction or deductions from any future benefit payment or payments payable

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Art. IV, 4(c)

to the employee under Article II for the purpose of recovering overpayments made to an employee under any General Motors employee benefit plan.

Amounts so deducted shall be remitted by the Carrier to the applicable benefit plan. The Carrier, by such remittance, shall be relieved of any further liability with respect to such payments.

(d) If the benefit overpayment is caused by a retroactive award under any state Workers Compensation Law or Act or any Occupational Disease Law or Act and applicable state law allows coordination of benefits resulting in a reduction of such award payable, the Carrier in its sole discretion, may waive part or all of the overpayment in consideration of such benefit coordination.

Section 5. Recovery of Disability Benefit Advances

If the Company makes advances to an employee on account of a claim for disability benefits under the Program and subsequently it is determined that no such benefits are payable or a smaller amount is payable than was anticipated, the employee shall be obligated to repay in cash the amount of such advances or overpayment, as the case may be, upon notice of the amount to be repaid, and, if such repayment is not made within 60 days after request is made by the Company for repayment thereof, the amount may be deducted by the Company from any wages thereafter payable to the employee.

Section 6. Conversion Privilege

(a) Upon written application made to the insurance company within 31 days after the date Basic Life Insurance ceases in accordance with Article III,

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Art. IV, 6(a)

Section 5(a), the employee shall be entitled to have issued to such employee by the insurance company, without evidence of insurability, an individual policy of life insurance only, without disability or extra accident insurance. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the employee less than) the amount of the employee's Basic Life Insurance under the Program on the date specified above. For an employee who is insured for Survivor Income Benefit Insurance on the date of cancellation of such employee's Basic Life Insurance, the amount of such individual policy may, at the option of the employee, be increased by an amount not to exceed the total amount of monthly Survivor Income Benefit payments that would have been made if the employee had died on the date the employee's insurance ceased.

(b) Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the employee dies during such 31 day period, the insurance company shall pay to the employee's beneficiary of record, whether or not the employee shall have made application for such individual policy, the maximum amount of life insurance for which an individual policy could have been issued, excluding any increase in such amount because of Survivor Income Benefit Insurance. In addition, if the employee dies during such 31 day period, the insurance company shall pay

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any Survivor Income Benefit Insurance which would otherwise be payable in accordance with Article II, Section 8.

ARTICLE V

DEFINITIONS

Section 1. Employee

(a) Any person directly employed by the Company or a Subsidiary as a regular hourly-rate employee in the United States, including:

- (1) hourly persons employed on a full-time basis;
- (2) hourly persons employed on incentive pay plans;
- (3) students from educational institutions who are enrolled in cooperative training courses on hourly rate; and
- (4) part-time hourly employee who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the services of such employees are normally available for at least half of the employing unit's regular work week.

(b) *The term "employee" shall not include*

- (1) employees of any wholly-owned or substantially wholly-owned subsidiary of the Company except as their participation in this plan is

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Art. V, 1(b)(1)

expressly approved by the Company Board of Managers or its designee for such purposes and as specifically identified in Appendix A;

(2) employees represented by a labor organization which has not signed an agreement making the Program applicable to such employees;

(3) leased employees as defined under Section 414(n) of the Internal Revenue Code;

(4) contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors; or

(5) temporary employees.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Company:

(i) Any individual who provides services to the Company where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Company as "contract employees" or "bundled services" employees;

(ii) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Company;

(iii) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Company classifies as an independent

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contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Company.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company, but who are not paid as though they were employees of the Company, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

Section 2. Years of Participation

(a) For service prior to September 1, 1950, Years of Participation shall equal the length of service from the continuous plant service date to September 1, 1950, plus additional recognized length of service, if any, as a salaried employee at continuous plant service date. If the employee is represented under a Collective Bargaining Agreement, length of service from continuous plant service date to September 1, 1950 shall be the employee's seniority as defined in such Agreement, at September 1, 1950. Any employee who had contributed under Group Policy 3200 G or 14000- G for Life Insurance coverage prior to September 1, 1950, and prior to such employee's seniority date shall be given credit for Years of Participation for such periods of contribution except that no such period of contribution shall be counted if prior to a period of six months or longer under Policy 3200 G or 24 months or longer under Policy 14000 G during which the employee did not contribute.

(b) For service subsequent to September 1, 1950 and prior to October 1, 1975, Years of Participation shall be the total duration of all periods after September 1, 1950 during which the employee is insured for Life Insurance whether or not the employee's service is continuous for such periods.

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Art. V, 2(b)

plus any time spent by the employee on military leave, plus any period during which plus the employee received Total and Permanent Disability Benefits under the Program. After September 1, 1950 and prior to October 1, 1975, any employee who is not insured for Life Insurance under Article II for the whole of a period in excess of 24 consecutive months shall lose Years of Participation for any period prior to a subsequent resumption of coverage, except that there shall be no loss of Years of Participation while the employee's seniority remains unbroken.

(c) Notwithstanding the definition of Years of Participation in subsections (a) and (b) above, prior to October 1, 1975, in the case of any employee under age 65 whose years of credited service accrued prior to the end of the month in which such employee attains age 65 under the General Motors Hourly-Rate Employees Pension Plan exceed the employee's Years of Participation under the Program, such credited service shall be used for the purposes of such subsections (a) and (b) in lieu of Years of Participation.

(d) For an employee at work on and after October 1, 1975, Years of Participation shall be the sum of:

(1) the greater of such employee's Years of Participation or credited service accrued under the General Motors Hourly-Rate Employees Pension Plan as of September 30, 1975, plus

(2) the employee's credited service accrued under such Plan on and after October 1, 1975.

Section 3. Seniority

Seniority as used in this Program is whichever of the following periods is applicable to the employee.

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Art. V, 3(a)

(a) If the employee is represented under a Collective Bargaining Agreement, the employee's seniority for the purposes of this Program shall be the same as the employee's seniority as defined in such Agreement. However, if the employee has, or has had, seniority in more than one bargaining unit under a Collective Bargaining Agreement, seniority shall mean the longest seniority held in any bargaining unit. If an employee has seniority in one bargaining unit (or is in active service and subsequently acquires seniority in such bargaining unit) at the time the employee's seniority is broken in a second bargaining unit;

(1) under the time-for-time provisions of the Collective Bargaining Agreement,

(2) because of a refusal of recall to such second bargaining unit,

(3) because of a quit at such second bargaining unit to respond to recall at another bargaining unit, or

(4) because of a quit at such second bargaining unit to accept placement as a journeyman in another bargaining unit where the employee completed apprentice training,

the seniority lost at such second bargaining unit shall be included in the "longest seniority".

(b) If the employee is non-represented, the employee's seniority for the purposes of this Program shall be the employee's unbroken service as defined by rules established by the Company.

(c) If an employee retired under terms of the General Motors Hourly-Rate Employees Pension Plan is rehired, but does not have seniority reinstated, such

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Art. V, 3(c)

employee shall be deemed, solely to satisfy the purposes of the Program, to have seniority while so employed.

Section 4. Plan

Plan means that portion of the Program referred to in Article II.

Section 5. Carrier

Carrier as used in this Program means the entity by which coverages are underwritten or benefits are paid. As used in this Program, the term shall include, but is not limited to, the following types of entities:

- (a) an insurance company
- (b) General Motors LLC
- (c) a non-governmental administrative service.

Section 6. Layoff

Layoff means any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a plant or operation, or a layoff occurring or continuing because the employee was unable to do the work offered by the Company although able to perform other work in the plant to which the employee would have been entitled if the employee would have had sufficient seniority.

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**MISCELLANEOUS LIFE
AND DISABILITY
BENEFITS PROGRAM
DOCUMENTS**

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As discussed during these negotiations General Motors will implement the following procedures:

1. Subject to the completion of a Reimbursement Agreement form provided by the Company, General Motors Disability Advances shall be paid with respect to all claims for Sickness and Accident Benefits involving an alleged work-related injury when General Motors does not voluntarily accept liability under any Workers Compensation Law or Act for an occupational accident if medical evidence of total and continuous disability, satisfactory to the Carrier, is submitted. Such payments shall cease if the Carrier subsequently finds that the claimant is not eligible for Sickness and Accident Benefits.
2. The Claims Administrator may authorize payment of Sickness and Accident Benefits on a claim previously denied by the Carrier if the claimant submits medical evidence which, in the judgment of the Claims Administrator, would be satisfactory to support payment of the claim.
3. Sickness and Accident Benefits payable after the seventh day of disability involving an alleged accident shall not be delayed pending a determination by the Carrier as to whether benefits are payable for all or part of the first seven days of disability.
4. If a dispute arises with respect to whether Sickness and Accident Benefits are payable for all or part of the first seven days of disability for an alleged accident, and a state governmental agency responsible for administration of workers compensation or

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disability benefits determines that such disability was due to an accident, benefits will be paid in accordance with such determination.

5. The Company will encourage medical examiners under the Impartial Medical Opinion Program to discuss their findings concerning a claimant's disability with the attending physician if there is a question as to the employee's ability to return to work.

6. For purposes of coverages provided under Article II of Exhibit B 1 to the Supplemental Agreement (Life and Disability Benefits Program) between the parties dated ~~September 16, 2011 - (A) -~~, and the Company contributions for such coverages, an employee who is on an approved vacation in accordance with the provisions of the Collective Bargaining Agreement between the Company and the Union dated ~~September 16, 2011 - (A) -~~, will be considered to be in active service with earnings from the Company while on such vacation.

7. The following outlines the procedures for reducing Sickness and Accident and Extended Disability Benefits by certain Social Security Benefits as provided in Article II, Sections 6(h) and 7(b)(1)(iii) of the Supplemental Agreement Covering Life and Disability Benefits Program.

(a) In the twenty-fourth week of disability, an employee will be notified of the eligibility requirements for Social Security Disability Insurance Benefits (DIB). The employee will be advised that, effective with the payment for the twenty-sixth week of disability, Sickness and Accident (and monthly Extended Disability) Benefit computations will presume eligibility for DIB except as provided below. The employee will also be advised that, subject to the employee's completion of a Reimbursement

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Misc. [Items Agreed To, 7(a)]

Agreement, the employee may receive unreduced Sickness and Accident (or Extended Disability) Benefit payments, commencing with the twenty-sixth week of disability, while the employee is otherwise eligible. Further, the employee will be instructed that, if the employee's physician anticipates that the employee's disability will not extend beyond twelve months, the employee's physician should complete a statement indicating such a prognosis. Where such a statement is provided, a reduction of Sickness and Accident (or Extended Disability) Benefits, based on presumed eligibility for DIB, will not be instituted in the twenty-sixth week of disability.

(b) In the thirtieth week of disability, any employee whose physician has not completed the statement referenced in (a) above, will be advised to apply for DIB and instructed to complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. An employee's failure to complete the authorization form within two weeks from the date of the notice instructing such employee to do so will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefits equal to the presumed amount of DIB until the employee provides satisfactory proof that the authorization form has been completed. The employee also will be advised that the employee may authorize release of information in the Sickness and Accident (and Extended Disability) Benefit claim files to the Social Security Administration.

(c) By the fifty-second week of disability, an employee must submit to the Carrier a notice of award or disallowance of DIB, as applicable. Failure to do so will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until

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the employee provides satisfactory proof of such notice. Upon receipt of a notice of award of DIB, Sickness and Accident and Extended Disability Benefits will be reduced as provided in Article II, Sections 6(h) and 7(b)(1)(iii).

(d) Upon receipt of an initial determination of disallowance of DIB, a notice will be sent instructing the employee that within two weeks from the date of the notice the employee must (1) request a Reconsideration, and (2) complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. In the states listed below, employees do not have Reconsideration appeal opportunities, therefore notices will be sent to employees instructing the employee that within two weeks from the date of notice, the employee must file for a Hearing before an administrative law judge of the Social Security Administration and complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. Failure to comply with this instruction, or complete the authorization form, will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee provides satisfactory proof that such request has been filed and the authorization form has been completed.

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Non-Reconsideration Appeal States* are:

Alabama
Alaska
California (North and West Los Angeles Only)
Colorado
Louisiana
Michigan
Missouri
New Hampshire
New York (Albany and Brooklyn Only)
Pennsylvania

*States may be added or deleted, as appropriate.

(e) For those states with Reconsideration appeal opportunities, upon receipt of a Reconsideration determination of disallowance, the Carrier will review the employee's disability claim and will send a notice to the employee instructing the employee that within two weeks from the date of the notice the employee must file for a Hearing before an administrative law judge of the Social Security Administration and complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. Failure to comply with this instruction will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee provides satisfactory proof that such request has been filed and the authorization form has been completed.

(f) In the event of a Reconsideration or an administrative law judge Hearing determination denying DIB, and provided any subsequent review does not reverse such determination, the employee will not be required to repay any Sickness and Accident (or Extended Disability) Benefits otherwise

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payable, unless such denial of DIB resulted from the employee's refusal to accept vocational rehabilitation. Where such denial occurs, the employee is obligated to repay Sickness and Accident (and Extended Disability) Benefits in an amount not to exceed the amount of DIB (Primary Insurance Amount only) to which the employee would otherwise have been entitled for the same period or periods of disability.

(g) In the event an employee files for a Hearing before an administrative law judge pursuant to instructions issued under subsection (e), above, and the administrative law judge determination denies DIB, an amount equal to any reasonable expenses which an employee incurs in conjunction with the Hearing before the administrative law judge will be paid to the employee by the Carrier upon submission of satisfactory proof of such expenses.

(h) Upon receipt of a notice of award of DIB, any overpayment of Sickness and Accident (or Extended Disability) Benefits caused by the retroactive award of DIB is to be repaid. The amount of the overpayment will be based on the actual amount (Primary Insurance Amount) of such award.

(i) In the event of a DIB award resulting from a Reconsideration or Hearing before an administrative law judge, the amount of Sickness and Accident (and Extended Disability) Benefits to be repaid will be reduced by an amount equal to any attorney fees associated with the award, provided the employee makes such repayment within 30 days of the date the employee is notified of the amount to be repaid. This reduction applies only to attorney fees associated with a successful appeal of a denial of DIB and includes only that portion of the attorney's fee associated with the period of time the employee was entitled to receive Sickness and Accident (and Extended Disability)

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Misc. [Items Agreed To, 7(i)]

Benefits. This reduction for such attorney fees may not exceed 25 percent of the repayment due. Attorney fees for services prior to denial of the initial application for DIB will not reduce the amount of repayment due.

(j) As an alternative, or in addition, to the DIB procedures set forth above, the Carrier may authorize an organization to evaluate an employee's claim for DIB and represent the employee in the filing of a claim or an appeal for DIB. The cost of such representation will not be paid by the employee. Failure on the part of an employee to comply, in a timely fashion, with reasonable requests from such an organization in conjunction with its representation of the employee, will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee complies with such requests.

(k) An employee age 65 or older may be entitled to Retirement Benefits as early as the first day of total disability. No reduction of Sickness and Accident Benefits shall be made until the employee provides evidence that the employee is receiving Retirement Benefits.

(l) In addition to the requirements set forth above, the Carrier shall have the right to require the employee to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for DIB. An employee's failure to complete such authorization form within two weeks from the date of the notice informing such employee of such requirement will result in the suspension of an amount of Sickness and

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Misc. [Items Agreed To, 7(l)]

Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until such time as the authorization form is completed.

(m) The eCarrier shall have the right to require the employee to follow and complete the UAW-GM Legal Services-VEBA ("LSV") Plan Sweep process. Failure to agree to such process and complete the required authorizations forms, will result in suspension of an amount of Sickness and Accident or (Extended Disability) Benefit payments equal to the presumed amount of DIB until such time as the authorization process is complete.

8. The local union benefit representative shall be given a copy of the EDB 1 letter which is furnished to an hourly employee in the benefit representative's benefit district during the 48th week of disability.

9. On request, a copy of the employee's initial Extended Disability Benefits approval notice, and any subsequent correspondence concerning the amount of the employee's Extended Disability Benefits shall be given to the local union benefit representative.

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Misc. [Items Agreed To, 10]

10. The local union benefit representative shall be notified promptly of an employee's or retiree's death, the age at death, and the date of death.

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Date: ~~September 16, 2011~~ - (A) -

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Date: ~~September 16, 2011~~ - (A) -

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CLAIM APPLICATION PROCEDURE

To receive benefits, an employee (or beneficiary following the death of the employee) must file an application or claim form obtained from the Carrier, in accordance with the instructions provided. Eligibility for benefits will be determined and the claim application will be processed by the Carrier. The employee will be notified of benefits paid or, if the application for benefits is denied in whole or in part, written notice of such denial will be provided within a reasonable time but not later than 90 days (unless special circumstances require an extension), or 45 in the case of a claim for disability benefits (unless special circumstances require an extension), following receipt of the claim application. The notice will include specific reasons for the denial and will refer to the plan provisions upon which the denial is based. The notice will also include a description of any additional information that may be needed if the claim is to be resubmitted and an explanation of the procedure to be followed to have the claim reviewed if the claim has been denied.

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PROCEDURE FOR REVIEW OF DENIED CLAIMS

Disability: Appeal of a Denied Claim

To afford employees a means by which they can seek review and possible reconsideration of a disability claim, denied by the Carrier, internal procedures of the Company will provide a procedure as follows:

The employee will have at least 180 days, but in no event more than 210 days following receipt of the formal notification letter from the Carrier by which the employee is advised of the reasons for the denial of the claim, to request in writing to have the claim reviewed. The request for review should be submitted in writing directly to the Carrier. As part of the review, the employee may submit any data or written comments to support the claim. A written decision on the employee's request will be furnished within a reasonable time but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the request for review is received.

This written decision on the review will include specific reasons for the decision and will set forth specific reference to plan provisions upon which the decision is based.

If the employee is not satisfied with the decision of the Carrier under the appeal procedure described above, the Company provides for an additional voluntary level of review as detailed in Steps 1 through 6 described below. As part of the review, the employee may submit any data or written comments to support the claim.

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Any decision resulting from this voluntary procedure is intended to be final and binding upon the Company, the Union if applicable, the Carrier and the employee or beneficiary. Pursuant to ERISA, the employee may seek court review subject to the above.

**Appeal of Denied Life Insurance Claim
and Voluntary Review of Disability Claims**

To afford employees a means by which they can seek review and possible reconsideration of a denied claim for life insurance or a further review of a denied claim for disability benefits, internal procedures of General Motors Company will provide a procedure along the following lines:

With respect to claims denied by the Carrier

Step 1. Following receipt of the formal notification letter from the Carrier by which the employee (or beneficiary, following the death of the employee) is advised of the reasons for the denial of the employee's or beneficiary's claim, the employee or beneficiary may request the representative whom the employee's local union has designated to discuss Life and Disability Benefits Program matters to review the reasons for the denial with the management representative.

Step 2. The management representative will review the employee's case with the local union benefit representative. If needed, more details with respect to the reasons for the denial will be obtained from the Carrier by the management representative and, if appropriate, the management representative will advise what, if anything, the employee or beneficiary can do to support the claim for payment of benefits. At this meeting, there will be furnished to

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Misc. [Denied Claims Procedure, Step 2]

the local union benefit representative copies of all of the material pertinent to the claim which the Carrier has made available for examination.

Step 3. If, after discussion with the management representative, the local union benefit representative contests the position of the Carrier as reflected by the management representative, the local union representative may refer the case on an appeal form provided for that purpose to the International Union for review with the Company. A copy of such appeal form shall be presented to the management representative.

Step 4. The International Union will notify the Company of its intent to review a case on a Step 4 appeal form provided for such purpose. The Company will request a review by the Carrier and will attempt to resolve the case with the International Union by providing a written answer with respect to the Carrier's determination on such form.

Step 5. If the Company and the International Union are unable to resolve their differences, the Company upon written request of the International Union, will request a review by the Carrier. Such request to the Carrier will be in writing and will incorporate the Union's position. The Carrier review of the claim will be conducted by a committee of three employees of the Carrier, at least one of whom shall be an officer of the Carrier.

Step 6. The Carrier will report to the International Union and to the Company its action as the result of such review.

In conjunction with the additional voluntary level of review for disability claims described above:

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Misc. [Denied Claims Procedure, Step 6(i)]

(i) The Program waives any right to assert that a claimant has failed to exhaust administrative remedies because the claimant did not elect to submit a benefit dispute to such additional voluntary level of review; and

(ii) The Program agrees that any statute of limitations or other defense based on timeliness is tolled during the time such additional voluntary review is pending.

Information regarding any undue delay in the issuance of a Sickness and Accident Benefit check, in the release of a determination by the Carrier with respect to a suspended claim, lack of coverage, insufficient payment of a claim, or an anticipated claim, may be requested by the local union benefit representative in the same manner as set forth in Steps 1 and 2 of the procedure outlined herein. In such instances, the management representative shall expedite either the benefit check or the Carrier determination, or shall provide the requested information with respect to lack of coverage, insufficient payment of a claim, or an anticipated claim. Any such issue which cannot be resolved locally may be appealed as set forth in Step 4 of the procedure outlined herein.

Joint meetings of representatives of the Company and the International Union with the Carrier may be held at a mutually agreed upon location once every six months for the purpose of reviewing unresolved administrative problems or Life and Disability Benefits Program complaints. The basis for any such meeting shall be an agenda mutually agreed upon by the Company and the Union at least 30 days in advance of a mutually agreed upon meeting date and location.

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Statement of Intent

Notwithstanding the provisions of Exhibit A, Section 3(c) of the General Motors Hourly-Rate Employees Pension Plan; Exhibit D, Articles V and VI of the Supplemental Unemployment Benefit Plan, and the Items Agreed to by GM-UAW-GM SUB Board of Administration; which deal with local union representatives for each of these benefit plan areas, the Company and the Union agree as follows:

1. *Appointment of Benefit Representatives*

(a) Local union benefit representative(s) and alternate(s) shall be appointed or removed by the GM Department of the International Union. Management benefit representative(s) shall be appointed or removed by management.

(b) Temporary replacement appointments may be made by the local union President for a minimum of one week and a maximum of four weeks. Replacement appointments for any absence in excess of four weeks also shall be made by the GM Department of the International Union. Replacement appointments in situations when the benefit representative(s) and alternate(s) are both absent but for less than one week and are on a leave of absence pursuant to the provisions of Paragraph 109 of the GM-UAW-GM National Agreement may be made by the local union President. Any problems that may arise under this procedure may be discussed by the Company with the GM Department of the International Union.

(c) A local union benefit representative shall be an employee of the Company having at least one year of seniority, and working at the plant where, and at the time when, such employee is to serve as such

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Misc. [Statement of Intent, 1(c)]

representative or alternate. No such representative or alternate shall function until written notice has been given by the GM Department of the International Union to the Company. In the case of temporary appointments, the notice should be given to local Management with additional copies forwarded to the GM Department of the International Union and the Company.

2. *Number of Local Union Benefit Representatives*

(a) In plants having a total of less than 600 employees, there may be one local union benefit representative and one alternate.

(b) In plants having a total of 600 but less than 1,200 employees, there may be two local union benefit representatives and two alternates.

(c) In plants having a total of 1,200 but less than 2,000 employees, there may be three local union benefit representatives and three alternates.

(d) In plants having a total of 2,000 but less than 5,000 employees, there may be four local union benefit representatives and three alternates. If such plants have a total of 1,400 or more employees on the second and third shifts combined, there may be five local union benefit representatives and two alternates.

(e) In plants having a total of 5,000 but less than 8,000 employees, there may be five local union benefit representatives and two alternates.

(f) In plants having a total of 8,000 but less than 10,000 employees, there may be six local union benefit representatives and two alternates.

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Misc. [Statement of Intent, 2(g)]

(g) In plants having a total of 10,000 or more employees, there may be seven local union benefit representatives and two alternates.

The number of employees as used herein shall include active employees, employees on sick leave of absence, and employees on temporary layoff.

3. Of the total number of local union benefit representatives and alternates otherwise available, one or more representatives and alternates may be assigned to the second shift or third shift so long as the total number of representatives and alternates set forth in Paragraph 2 above is not exceeded.

4. When plant population changes occur which would increase or decrease the number of local benefit plan representatives, such population changes must be in effect for a period of six consecutive months before such adjustment is made in the number of representatives, unless such population change results from the discontinuance or addition of a shift or the opening or closing of a plant. In the event of a cessation of operations, the Company, at the request of the UAW General Motors Department of the International Union, will provide for the continuance of Benefit Representation. Other situations involving a sudden significant change in the number of employees at a location may be discussed by the Company and the GM Department of the International Union.

5. Benefit Plan districts will be established by local mutual agreement. Only one local union benefit representative will function in a benefit district and will handle specified benefit plan problems raised by employees within that district pertaining to the Pension Plan, Life and Disability Benefits Program, Health Care Program and Supplemental

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Misc. [Statement of Intent, 5]

Unemployment Benefit Plan Agreements. An alternate will be permitted to function in the absence of a local benefit plan representative on the benefit plan representative's shift.

6. Any local union benefit representative may function as the member of the Pension Committee, as the member of the local Supplemental Unemployment Benefit Committee, or handle benefit problems under the Life and Disability Benefits Program and the Health Care Program with respect to employees in such representative's Benefit Plan district. An alternate may function in the absence of a local union benefit representative.

7. The time available to a local union benefit representative and alternate with respect to a Benefit Plan district may not exceed eight (8) regular working hours of available time in a day.

(a) On a local union benefit representative's regular shift and without loss of pay, a local union benefit representative(s) may accompany the management benefit representative for a mutually agreeable joint off-site visit to a local hospital, an impartial medical opinion clinic or a health maintenance organization, or other similar type joint ventures, with respect to benefit plan matters.

(b) A local union benefit representative attending a scheduled Management-Union Benefit Plan meeting on a shift other than the representative's regular shift will be paid for time spent in such meeting.

(c) One local union benefit representative attending the local union retiree chapter meeting will be paid for time spent in such meeting.

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Misc. [Statement of Intent, 7(d)]

(d) The time spent in such local union retiree chapter meetings, off-site visits or Management-Union Benefit Plan meetings will not result in additional hours which exceed regularly scheduled shift hours, overtime premiums or an increase in representation time being furnished as a result of the representative(s) not working a full shift on the representative's regular shift.

8. The local union benefit representative shall be retained on the shift to which the representative was assigned when appointed as such representative regardless of seniority, provided there is a job that is operating on the representative's assigned shift which the representative is able to perform.

9. The Benefit Plans - Health and Safety office may be used by local union benefit representatives during their regular working hours:

(a) To confer with retirees, beneficiaries, and surviving spouses who ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension Plan, Life and Disability Benefits Program and Health Care Program Agreements.

(b) If the matter cannot be handled appropriately in or near the employee's work area, to confer with employees who, during their regular working hours, ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a local union benefit representative with

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Misc. [Statement of Intent, 9(c)]

respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(d) To write position statements and to complete necessary forms with respect to a case being appealed to the Pension or SUB Boards by an employee in the local union benefit representative's Benefit Plan district, and to write appeals with respect to denied life, health care, and disability claims involving employees within the representative's Benefit Plan district.

(e) To file material with respect to the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(f) To make telephone calls with respect to legitimate benefit problems raised by employees under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

10. Notwithstanding Item 7 of this Statement of Intent, during overtime hours, Local Union Benefit Representatives will be scheduled to perform in-plant benefit related activities, if they would otherwise have work available in their equalization group.

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Appendix A

APPENDIX A

Manual Transmissions of Muncie, LLC
(formerly New Venture Gear, Muncie, Indiana.)

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**MISCELLANEOUS
LIFE AND DISABILITY
BENEFITS PROGRAM
LETTERS**

10-25-15

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Misc. [Adjusted Seniority Letter]

GENERAL MOTORS LLC

~~September 16, 2011 - (A) -~~

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties agreed that, provisions of the National Agreement between the parties dated ~~September 16, 2011 - (A) -~~ to the contrary notwithstanding, a laid-off employee who had seniority on the last day of work prior to layoff, and who either broke seniority during the term of the 1979 or subsequent National Agreements, under the provisions of Paragraph 64(e), and who is rehired at the same plant during the term of such 2011 National Agreement, but more than 24 months following such employee's last day worked, and who reacquires seniority and receives an adjusted seniority date upon completion of the employee's probationary period, will have eligibility for coverages and the amount and type of coverages provided under the Life and Disability Benefits Program determined on the basis of such adjusted seniority date, but the effective date of such coverages shall be no earlier than the date on which the employee is actively at work after completing the employee's probationary period.

For the purpose of determining the effective date of coverages for an employee who had acquired seniority during the term of the 1979 or subsequent National Agreements, the eligibility provisions of the respective Program, rather than the 2011 Program, will apply.

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Misc. [Adjusted Seniority Letter]

For the purpose of determining eligibility for Basic Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit coverages, an employee's adjusted seniority date shall be deemed to be such employee's most recent date of hire.

Except as specifically modified herein, the applicable provisions of the Life and Disability Benefits Program shall govern.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg

Vice President

~~Labor Relations~~

North American

Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten signature and date: 10-25-15

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Misc. [IMO Letter]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

General Motors and the UAW agreed to arrange for the establishment of a single Impartial Medical Opinion (IMO) administrator to schedule all IMO examinations pursuant to Exhibit B, Section 8.

Effective as soon as practicable, such an administrator, mutually agreeable to the parties, will be contracted by the Carrier responsible for administering the Company's disability coverages.

In any event, either party continues to have the right to terminate either the designated administrator or this arrangement, effective 90 days after giving written notice of such decision to the other party.

Very truly yours,
GENERAL MOTORS LLC
Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Joe Ashton
10-25-15

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Misc. [~~DLI~~OLI & PAI Premium Holiday Letter]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the levels of Rate Stabilization Reserves of the Optional and Dependent Life Insurance coverages and the Personal Accident Insurance coverage.

It was agreed, with respect to current reserve levels only, there will be a holiday of premium contributions for ~~Dependent-Optional~~ Life Insurance coverage for a period of ~~four-two~~ (24) months; and for Personal Accident Insurance coverage for a period of seven (7) months. ~~The Each~~ holiday of premium contributions would commence as soon as practicable after ~~March-February~~ 1, 20126 and will apply to employees participating at such time. Such holiday of premium contributions will not extend any period of continuation of coverage provided under the Plan.

Further, it was agreed that, during the term of the Collective Bargaining Agreement Dated ~~September 16, 2011~~ - (A) -, the Union may request a review of the reserve levels of such coverages at any time. Additionally, in the event the reserves of either Optional and/or Dependent Life Insurance coverages

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Misc. ~~[DLI-OLI & PAI]~~ Premium Holiday Letter]

attain or exceed eighteen percent (18%) of annual premium, General Motors will initiate a review of such reserves with the International UAW.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg

Vice President

~~Labor Relations~~

North American

Manufacturing and Labor

Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

10-25-15

EM 10/28/15

Misc. [Reinstated Sickness and Accident]

GENERAL MOTORS LLC

September 16, 2011 -- (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This will confirm an understanding between the Company and the Union with respect to the ~~2011~~2015 ~~GM-UAW-GM~~ Life and Disability Benefits Program, incorporated as Exhibit B-1 to the ~~2011~~2015 Collective Bargaining Agreement between the parties, dated as of the date of this letter.

In the event the provisions of the 1987 SUB Plan are reinstated, the applicable provisions of the 1987 ~~GM-UAW-GM~~ Life and Disability Benefits Program (including benefit eligibility, calculation, and duration) shall

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Misc. [Reinstated Sickness and Accident]

be reinstated to provide thereunder reinstated Sickness and Accident Benefits for subsequent Weeks of layoff to otherwise eligible employees.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

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10-25-15

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EMC
11/25/15

Misc. [Definition of Employee-MTM]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue Detroit,
Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article V, Section 1(a) of the Program, the definition of Employee will include all hourly persons employed by Manual Transmissions of Muncie, LLC, formerly New Venture Gear, Muncie, Indiana.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten signature and date: 10-25-15

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Misc. [Definition of Employee-Guide]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article V, Section 1(a) of the Program, the definition of Employee will include all hourly persons employed by the Guide Corporation.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten: 10-25-15

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10/25/15

Misc. [Optional and Dependent and Personal
Accident Insurance Contribution Deductions]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the Union requested and the
Company agreed that deductions for Optional Life
Insurance, Dependent Life Insurance and Personal Accident
Insurance coverages will continue to be deducted from
S&A, EDB, SUB and pension payments during the term of
the ~~2011~~2015 Agreement.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

JS 10/25/15

*SMC
10/25/15*

Misc. [Total Control Account]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, it is the intent of the parties to continue, during the term of the Agreement, the MetLife Total Control Account® feature, or a similar arrangement, for any life insurance proceeds payable under the Life and Disability Benefits Program.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Joe Ashton
10/25/11

EMC
10/25/11

Misc. [Benefits Training and Education]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties renewed their commitment to provide on-going training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Annual Joint GM-UAW-GM Benefits Training Conference may be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be revised, updated and provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

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10/25/11

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10/25/11

Misc. [Benefits Training and Education]

- Conduct periodic on site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Joe Ashton
10-25-15

EM
10/25/2015

Misc. [Improving Benefits Service Through Technology]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. ~~Therefore, the parties have agreed to implement an e-mail pilot program to provide Local Union Benefit Representatives the ability to contact the GM Benefits & Services Center (GMBSC) regarding routine non emergency benefit questions. The e-mail functionality will be implemented no later than the fourth quarter of 2011. The parties will jointly review the effectiveness of the pilot program after 3 months from the pilot implementation date to determine the feasibility of implementation to all Local Union Benefit Representatives.~~

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Misc.[Improving Benefits Service Through Technology]

2. The parties further agree ~~to that the Company~~ provide Local Union Benefit Representatives with GM On-Line computers with access to the appropriate systems required to perform their duties. The parties agree to provide voice_mail, email and/or an answering machine at plant locations.
3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and made available on the Joint Activities System (JAS) at the Center for Human Resources.
4. The parties further agreed to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

JS 10-25-15

EM 10/25/15

Misc. [Special Enrollment – Optional ~~and Dependent~~
Life Insurance]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties agreed that employees will be given an opportunity to enroll for or to increase the amount of Optional Life Insurance ~~and/or Dependent Life Insurance~~ coverage with simplified or no evidence of insurability.

Employees who are actively employed and are current participants may select a one-level or two-level increase in the amount of Optional Life ~~and/or Dependent Life~~ Insurance coverage in force without providing evidence of insurability. Employees who are actively employed but are not currently participating may enroll in Schedule I or Schedule II of Optional Life ~~and/or Dependent Life~~ Insurance without providing evidence of insurability.

Employees who are actively employed and are current participants may elect greater than a ~~one~~ two-level increase in the amount of Optional Life ~~and/or Dependent Life~~ Insurance coverage in force by providing simplified evidence of insurability consisting of five questions established for this special enrollment. Employees who are actively employed but are not currently participating may enroll in any schedule of Optional Life ~~and/or Dependent Life~~ Insurance above Schedule II by providing the same simplified evidence of insurability.

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10-25-15

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10-25-15

Misc. [Special Enrollment – Optional ~~and Dependent~~
Life Insurance]

The insurance or the increased amount of insurance will become effective on the first day of the calendar month next following the date the employee elects such increase, provided the employee is actively at work on such date and the amount of insurance does not exceed Schedule II for non-participants or ~~one~~ two additional levels of coverage for current participants. The amount of insurance that exceeds these amounts will become effective on the first day of the calendar month next following the date the insurance company approves the simplified evidence of insurability provided the employee is actively at work on such date.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

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10-25-15

[Handwritten initials]
SML
10/25/15

Misc. [Procedure for Review of Denied Claims]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the
Procedure for Review of Denied Claims.

The parties agreed to incorporate a meeting into Step 5
of the Procedure at which representatives of the
International Union, the Company and the Carrier will
review and discuss the claim under consideration.

Following such meeting, a committee of employees of
the Carrier, as presently provided in Step 5, will review
all pertinent information regarding the claim, including
all facts and issues discussed in the meeting, and render
a decision.

10/25/15
fu

EM
10/25/15

Misc. [Procedure for Review of Denied Claims]

The Carrier's decision will be reported to the International Union and the Company in accordance with Step 6 of the Procedure.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Joe Ashton
10/25/15

SMY
10/25/15

Misc. [Change in Appeal Process for SSDIB Claims]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed pending changes in the appeal process for Social Security Disability Insurance Benefit (DIB) claims. The Social Security Administration has announced plans for a pilot in all or a portion of ten states. Under such pilot program, the Social Security Administration will eliminate the Reconsideration level in the current appeal process and add (at the discretion of the initial claims examiner) a claimant conference to the initial application review level.

In regard to such changes, the Parties agreed that implementation of this pilot program, and possible future expansion of these changes, necessitates a revision to the procedures set forth in Miscellaneous [Items Agreed To, 7(d) and (e)]. The Parties further agreed, where no Reconsideration level is available, the claimant will be encouraged to participate in any conference offered by the Social Security Administration as part of the initial application process. As outlined in the current DIB procedures referenced above, the Carrier will determine if the claimant is required to file for a hearing before an Administrative Law Judge following an initial determination of disallowance.

For 10-25-15

*EML
10/25/15*

Misc. [Change in Appeal Process for SSDIB Claims]

If the final process revisions released by the Social Security Administration or any future changes vary substantively from those assumed in this letter or from the process set forth in Miscellaneous [Items Agreed To, 7], the parties will meet to determine any required action.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

JS 10/25/15

*EMC
10/25/15*

Misc. [Inappropriate Utilization of Disability Benefits]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

The parties recognize that a relatively small number of physicians promote overuse and inappropriate utilization of the disability benefits programs primarily by certifying that an employee is disabled under certain circumstances and for periods of time that are generally not consistent or compatible with the total disability certification issued by physicians generally.

In a joint effort to minimize inappropriate use of disability benefits, the parties agree to the following arrangements:

A Committee composed of one or two members designated by the ~~Coordinator of the~~ GM Department, International Union, UAW, and one or two members designated by the Company will meet as required to:

Develop a list of physicians who, based on mutually satisfactory criteria, show a pattern of certifying disability under circumstances that differ noticeably from those that generally appear in the Program. Certification of total disability from a physician on the list approved by the Committee will no longer be regarded as proof of disability. A physician may be added to or deleted from the list by the Committee.

Disability

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10-25-11

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10/25/11

Misc. [Inappropriate Utilization of Disability Benefits]

benefits shall not be denied to an employee unless it is established that the employee was notified that a certification of disability from a physician on the list would not be regarded as due proof of disability. In addition, any certification from such physician will not be recognized by the Company for purposes of excused absences.

The foregoing arrangements will not alter the eligibility and benefit plan requirements and/or Exhibit B, with respect to disability benefits or carrier claim administration.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten: 11-25-15

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Misc. [Medical Substantiation]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

Effective August 1, 2009, the parties initiated a pilot process for the review and disposition of a sample of disability claims. In this pilot process, for an employee to be deemed to be wholly and continuously disabled under the provisions of Article II, Section 6(a) the employee must provide medical evidence, satisfactory to the Carrier (third party administrator) that substantiates total disability, i.e. medical substantiation. Absent medical information that substantiates total disability, the employee's claim for benefits under the Program will be denied.

This pilot applies to the following locations: Orion Assembly Center, Spring Hill Manufacturing, Arlington Assembly Center, Romulus Powertrain, Flint Metal Fabricating, Lockport and Mansfield Metal Fabricating. The denial of any claim under the process described above will be subject to The Procedure For The Review of Denied Claims with expedited review at the third step with a member of GM Employee Benefits staff and the International UAW staff. The review of the claim will be facilitated by a third party administrator (~~Sedgwick~~ the Carrier's

Handwritten: 10-25-15

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Misc. [Medical Substantiation]

nurse professional who was not involved in the initial disposition of the claim. In addition, ~~Sedgwick~~ the Carrier will facilitate obtaining a peer to peer opinion at this step of the review. The Parties will meet to discuss these claims at least monthly.

For any final claim disposition that cannot be resolved by the parties, the parties agree to schedule an Impartial Medical Opinion (IMO) exam. The parties will agree to the disability determination of the IMO. If the employee has returned to work, the parties agree to a subsequent peer to peer opinion.

Effective ~~October 3, 2011~~ (B) -, this letter agreement is extended ~~until December 31, 2012~~ and will include medical substantiation as a pilot under Article II, Section 7(a) for all locations. ~~the pilot plants only. Medical substantiation as provided for under Article II, Section 6(a) will apply to all locations.~~ The parties agree to meet and review the pilot as needed, to discuss any administrative issues or concerns. ~~Prior to December 31, 2012, the parties will meet to discuss expanding medical substantiation under Article II, Section 7(a) to all locations.~~

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg

Vice President

Labor Relations

North American

Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

[Handwritten signature]
10-25-15

[Handwritten signature]
SMC
10/25/15

Misc. [Plant Deferral Following IMO "Able" Examination]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed issues regarding the Impartial Medical Opinion (IMO) process with respect to procedures followed when an employee attempts to return to work following an IMO examination in which the employee was found able to work. As a result of such discussions, the parties agreed that for the period of the National Agreement, in those instances where, following an IMO examination which found the employee able to work, the Plant Medical Director (PMD) will not allow the employee to return to work (deferral), the following will apply.

- The Plant Medical Director (PMD) will promptly notify the GM Benefits & Services Center (GMBSC) of the deferral, the basis for the deferral and the period of the deferral. The GMBSC will continue the payment of Sickness and Accident (S&A) or Extended Disability Benefits (EDB) from the date of the IMO examination only for the period the deferral remains in place.

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10-25-15

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10/25/15

Misc. [Plant Deferral Following IMO "Able" Examination]

- During a period of such deferral, the employee shall not be subject to the IMO procedure with regard to the condition for which the PMD deferred the employee.
- In the event an employee is deferred, subsequently released for work by their personal physician for the condition(s) which caused the deferral, and upon reporting for work is again deferred, paragraph 43(b) of the National Agreement may be employed to resolve a dispute over their ability to work.

Additional issues regarding the above which may arise during the period of the National Agreement will be discussed and resolved by the parties.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg

Vice President

Labor Relations

North American

Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

10-25-15

SMC
10/25/15

Misc. [Claim Forms]

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed possible improvements in the Sickness and Accident (S&A) and Extended Disability (EDB) Programs. In this regard, the parties agree to meet, discuss and review the disability claim forms. Any change to the claim forms would only be by mutual agreement.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Joe Ashton
10-25-15

SMC
10/25/15

Misc. [SSDIB 52nd Week Carve]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the need to reduce overpayments, especially those generated by retroactive Social Security Disability Insurance Benefit (SSDIB) Awards. In that regard, the parties agreed to add language to the plan to carve a presumed amount of SSDIB in the fifty-second week of disability if the employee does not provide satisfactory proof of either an award or denial.

The fifty-second week of disability was agreed upon based on current SSDIB processing time lines. The parties agreed to review this provision if there is a significant change in the Social Security processing timelines which make the 52nd week requirement unreasonable. If such situation arises, the parties will review, discuss and agree as to whether any changes regarding the timing of this requirement are necessary.

In addition, if the employee demonstrates timely and full compliance with the Social Security application procedures and any delay beyond the fifty-second week is primarily the fault of the Social Security

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Misc. [SSDIB 52nd Week Carve]

Administration, then upon notice of denial of DIB by the Social Security Administration, the amount of the presumed carve will be paid.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten: JW 10-25-15

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10/25/15

Misc. [Extended Disability Benefit Buy-outs]

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, it was agreed that the parties would review and discuss offering Extended Disability Benefit (EDB) buy-outs for certain hourly employees. The parties agreed they would meet as soon as possible to discuss the methodology and administrative concerns of such buy-outs. EDB buy-outs would not be offered without mutual consent by the parties.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: ~~Joe Ashton~~ Cynthia Estrada

[Handwritten signature]
10-25-11

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EML
10/25/11

Misc. [Optional Employee Paid Extended Disability
Benefits Coverage]

GENERAL MOTORS LLC

- (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, it was agreed that a suitable
eCarrier would be identified to provide an optional, fully
employee-paid long-term disability insurance for those
employees with less than ten (10) years of seniority. Such
insurance will be implemented as soon as practicable and
will not involve payroll deductions. However, employees
may pay for the coverage via Electronic Funds Transfer
(EFT). The parties will meet to discuss guidelines of such
self-paid disability program and an implementation plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: Cynthia Estrada

for
10-25-15

EML
10/25/15

[Interpretation of Exclusion Under the Extra Accident
and Personal Accident Insurance Plans]

GENERAL MOTORS LLC

- (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed issues
regarding the interpretation of "sustains accidental
bodily injuries" under the Extra Accident and Personal
Accident Insurance Plans. As a result, management and
the insurance Carrier discussed and reached agreement
with respect to losses under these Plans that occur on or
after the effective date of this agreement. It was agreed
that the Carrier would no longer deny payment of a
claim solely because it was determined that the loss
resulted from an injury or death in which alcohol or the
use of legal drugs for bona fide medical reasons was
involved.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: Cynthia Estrada

CE 10-25-15

*SML
10/25/15*

Misc. [Certification by a Psychiatrist for Claim Extensions]

GENERAL MOTORS LLC

- (A) -

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed the need for certification by a licensed psychiatrist for disability claim extension purposes. The parties also discussed the issue of the availability of Psychiatric appointments in order for employees to obtain timely disability certification. Therefore, for employees who are disabled as the result of a mental health or substance abuse diagnosis, the parties agree to allow the initial treating and certifying physician to continue to certify while the employee is awaiting a Psychiatric evaluation.

In order to meet the above requirement, the employee must provide the Carrier before the end of the original claim certification date, information to support the fact that such employee has made an appointment with a licensed Psychiatrist for the purposes of disability certification. If necessary, the Carrier may validate such appointment with the Psychiatrist's office.

For disability payment purposes, all other plan requirements must be met.

Very truly yours,

GENERAL MOTORS, LLC

Catherine L. Clegg
Vice President
North American
Manufacturing and Labor
Relations

Accepted and Approved:

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

By: Cynthia Estrada

for 10-25-15

*SMC
10/25/15*

