

2019 SALARIED MASTER AGREEMENT

Between
the
UAW
and
GENERAL MOTORS LLC



October 16, 2019
(Effective October 28, 2019)

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AGREEMENT

- (1) This Agreement entered into this 16th day of October 2019 between General Motors Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as representing certain of the Corporation's Salaried employees as certified by the National Labor Relations Board.

PURPOSE

- (2) The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Corporation and the Union, and to provide for the peaceful adjustment of any differences which may arise between them respecting the application of this Agreement.

If either party at a particular location believes that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations, the circumstances will be discussed between the designated representative from local Management and the local Chairperson for resolution. Issues not resolved satisfactorily may be referred to the International Union. Thereafter, the matter may be discussed by the representatives of the International Union and Corporation.

RECOGNITION

- (3) The Corporation recognizes the Union as the exclusive representative of employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for employees included in the bargaining unit for which the Union is certified by the National Labor Relations Board.
- (4) For the purpose of this Agreement, the term "employee" shall include and be limited to, only those individuals for whom the Union has been, and continues to be certified, as shown in the certifications of the National Labor Relations Board, as the exclusive representative for collective bargaining purposes in the bargaining units as described in Appendix A.

UNION SECURITY AND CHECK-OFF OF UNION MEMBERSHIP DUES

- (5) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (6) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an

initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.

- (6a) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.
- (7) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.
- (8) The Local Union will furnish Local Management, within fifteen (15) days from the effective date of this Agreement, the names of all members paying dues direct to the Local Union.
- (9) Any dispute arising as to the employees' membership in the Union shall be reviewed by a representative of Local Management and the Union, and if not resolved, it may be referred to the Corporation and International Union. Thereafter, if it is not resolved, it may be decided by an umpire whose decision is final and binding on all parties.
- (10) "Member of the Union" as used in Paragraphs five (5) and six (6) means any employee who holds membership in the Union. Such members shall not be more than thirty (30) days in arrears in the payment of membership dues.

- (11) Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.
- (12) During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form, provided, however, that the Company will continue to deduct monthly membership dues from the pay of each employee for whom it has on file an unrevoked "Authorization for Check-Off of Dues" form.
- (13) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement.
- (14) A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Local Management before any payroll deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under Authorization of Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Local Union by the Local Management.
- (15) Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms

which have been delivered to the respective Local Management on or before the effective date of this Agreement, shall begin with the month following the month in which the Union notifies the Corporation to begin the check off of dues under this Agreement.

- (16) Thereafter, on or before the fifteenth (15th) day of each month the Local Union shall deliver to Local Management any executed Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted beginning with the following calendar month. After receipt of the Authorization for Check-Off of Dues form, the Union membership dues for each succeeding calendar month shall be deducted from the employee's first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues. In the event that membership dues, other than those for the calendar month in which the deductions are made, and the initiation fees, have become due and owing by an employee subsequent to the effective date of said employee's Authorization for Check-Off of Dues form, but prior to the first deduction by the Corporation thereunder, such membership dues and initiation fees will be deducted by the Corporation at the time it makes the first deduction for membership dues. The Local Union will notify Local Management in writing when it makes delivery of Authorization for Check-Off of Dues forms prior to the 15th of each month, of the amounts owing by employees who executed these forms.
- (17) Dues deductions shall be remitted to the designated financial officer of the local Union once each month within 15 days after the first

regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month. Local Management shall furnish monthly to the designated financial officer of the local Union a list of those for whom deductions have been made and the amounts of such deductions.

- (18) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into this bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.
- (19) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (20) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Corporation and International Union. Thereafter, the dispute may be referred to an Umpire, whose decision shall be final and binding on the employee, the Union and the Corporation. Until the matter is disposed of, no further deductions shall be made.
- (21) The Corporation shall not be liable to the International Union or the Local by reason of the

requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

- (22) In cases where employees have returned to work on jobs in the bargaining unit on or before the fifth last working day in the month and have not had Union membership dues deducted from any pay received in that month, nor have paychecks due to be delivered in that month, Union membership dues for that month shall be deducted from the pay received by the employees in the next or immediately succeeding calendar month, provided the employees have a currently effective Authorization for Check-Off of Dues form on file with Local Management, and the employees have sufficient remaining net earnings to cover such Union membership dues after making the regular Union membership dues deduction for both the calendar month in which the deduction is made and the preceding calendar month in which the deduction is made.
- (23) In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

NON-DISCRIMINATION

- (24) The Corporation will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

- (25) It is the policy of General Motors and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination based on race, color, religion, age, sex, sexual orientation, gender identity/expression, national origin or disabilities as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment, or of any laws regarding discrimination or harassment on account of disability may be taken up as a grievance. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

In addition, it is important that employees report any incident in which they feel they are the recipient of harassment or have concerns about equal opportunity, affirmative action, and discrimination. Concerns can be brought to the attention of their supervisor, the Human Resources representative or the Local Bargaining Unit Chairperson. Further, other existing complaint procedures, such as the Open Door Policy, also can be used.

- (26) The Union agrees that neither the Union nor its members will intimidate or coerce any employees with respect to their right to work or with respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues on Corporation time. The Union further agrees that the Corporation may take disciplinary action for any violations of this provision.

CORPORATION RESPONSIBILITY

- (27) The Corporation retains the sole right to manage its business, including the right to maintain order and efficiency of its operations; to determine the services to be provided, the location of facilities, the schedules of work, the assignment of duties, and the methods, manner and means of providing services. In addition, the right to hire, layoff, transfer, promote and demote, grant discretionary compensation adjustments, and discharge or discipline for cause, is the sole responsibility of the Corporation except that Union members shall not be discriminated against as such.

REPRESENTATION

- (28) For the purpose of adjusting grievances in accordance with the Grievance Procedure, the Union shall be represented by committeeperson(s), the number to be determined by the Local parties. Where there is more than one, a chairperson shall be designated. The committeeperson(s) must be employees who have completed their salaried probationary period(s) and be working in the bargaining unit.
- (29) No employee shall serve as a committeeperson while on leave of absence or layoff.
- (30) The name(s) of the committeeperson(s) will be given to Management in writing signed by the Local Union President. Any change shall become effective at the start of the next regularly assigned shift following the regular shift on which the notice is received.

- (31) The total amount of time which may be used by a committeeperson in any week for the purpose of adjusting grievances shall be negotiated locally.
- (31a) Members of the Bargaining Committee attending meetings with Management on their scheduled work days on shifts other than their regular shift will be paid for time spent in such meetings with the understanding that their total hours paid for the day in question will not exceed their regularly scheduled shift hours for that day and such changes in shift hours for this purpose will not result in the payment of overtime premium. It is further understood that the above will not result in any increase in representation being furnished as a result of such members of the Bargaining Committee not working a full shift on their regular shift.
- (31b) Local Chairpersons will be permitted to leave the facility during scheduled hours for the purpose of attending meetings with International or Regional Staff personnel as follows:

Represented Employees	Number of Hours Per Month
1 – 10	22
11 – 20	24
21 – 74	26
75 or more	30

All hours will be compensated by the Corporation. Local Management must be apprised within a reasonable period of time in advance. Further, due to the size of the various units and critical nature of the jobs performed, every effort will be made to accommodate these needs when such meetings are scheduled. The term “represented employee” is defined as a full-time, regular active employee, for the purpose of this paragraph only.

- (32) Time spent in meetings with Management pursuant to Paragraph 39 shall not be deducted from the weekly allowance for each committeeperson.
- (33) In a reduction of force the committeeperson(s) and President, if elected from the bargaining unit, will be retained at work regardless of length of service in the bargaining unit if they can do the available work.
- (34) Committeepersons shall be allowed to enter, or remain on Corporation property for the purpose of handling a grievance at any time other than their regular shift, as long as supervision is notified in advance, or as agreed to locally. Committeepersons shall not be paid for such time.

GRIEVANCE PROCEDURE

Step One, Presentation of Grievance to Supervisor.

Any employee having a grievance or one designated member of a group having a grievance shall first take it up with the immediate supervisor, who will attempt to adjust the grievance.

- (35) If the grievance is not adjusted by the immediate supervisor, the employee may request the supervisor to call the committeeperson to handle the specified grievance. The supervisor will promptly notify the committeeperson of the call without further discussion of the complaint.
- (36) Only grievances regarding the application of a term of this Agreement, exclusive of the Policies and Benefits Section, Paragraphs 66 through 69, except as provided in Paragraph 69, may be

referred to the committeeperson for handling pursuant to Paragraph 35.

- (37) A committeeperson having a written grievance on forms supplied by the Corporation and signed by an employee may take it up with the employee's supervisor, who will attempt to adjust it. The committeeperson will furnish a copy of the grievance to the supervisor, who will give a written answer within five (5) working days after its receipt.
- (38) If the case is not adjusted by the supervisor, it may be appealed by the committeeperson to the next higher level of supervision where a written answer will be given within five (5) working days after its receipt.

Step Two, Appeal to Management-Union Committee.

If the case is not adjusted in accordance with Paragraph 38, it may be appealed by the committeeperson to the Management-Union Committee.

- (39) A meeting between representatives of Local Management and the Union shall be held monthly at a time to be mutually agreed upon between the Union and Management. This will not preclude the right of either party to request additional meetings, and such meetings will be arranged within a reasonable period of time. Unless changed by mutual agreement of the parties, such meetings will not exceed two hours.
- (40) Minutes of the Management-Union meeting, which shall include a final decision on written

grievances, will be published within a maximum of ten (10) working days following the date of the Management-Union meeting unless a different time limit is established in writing.

- (41) Any grievance not appealed from a decision at one step of the procedure to the next step within five (5) working days of such written decision, shall be considered settled on the basis of the last decision and not subject to further appeal.
- (42) If a grievance is not adjusted at the Second Step and the Union believes it has grounds for further appeal, the Committeeperson will file a Notice of Appeal with the Labor Relations Department within ten (10) working days after receipt of Management's written answer, or the case shall be automatically settled based on Management's last answer and not subject to further appeal.

Step Three, Appeal to an Appeal Committee

- (43) Within ten (10) working days following the date of the Notice of Appeal, "Statements of Unadjusted Grievance" will be exchanged, unless extended by written agreement. The Union's statement will set forth the pertinent facts and circumstances surrounding the grievance. Management's Statement will likewise set forth the pertinent facts and Management's reason in support of its position.
- (44) The Regional Director or designated representatives, duly authorized to represent the Union at meetings, will be permitted to attend meetings pursuant to Paragraph 45 and be allowed to make a plant investigation of such grievance upon written request of the Union

given to Management at least twenty-four (24) hours before each meeting. Management shall not be requested to meet with more than two such representatives.

- (45) Upon receipt of Notice of Appeal and exchange of Statements of Unadjusted Grievance, the grievance shall then be considered by an Appeal Committee comprised of two representatives of the Union, one of whom shall not have previously participated in the case, and two representatives of Management, one of whom likewise shall not have previously participated in the case. Such appeal meeting will be held within twenty-one (21) working days following receipt of the Notice of Appeal unless this time limit is extended by mutual agreement in writing.
- (46) If an adjustment of the case is not reached at this meeting, Management will furnish a copy of its decision in writing within ten (10) working days after the meeting, unless this period is extended by mutual agreement in writing.

Step Four, Appeal to the Umpire

- (47) In the event of failure to adjust the case at the Third Step, a notice of appeal to the Fourth Step may be given by the Regional Office, with a copy to the Labor Relations Staff of General Motors Company provided, however, that it is the type of case upon which the Umpire is empowered to rule.
- (48) In cases appealed to the Fourth Step by Management, a notice of intention to appeal will be given by Management to the International Union.

- (49) In the event a notice of appeal to the Fourth Step is not received within twenty-one (21) working days following receipt of the decision at the Third Step of the Grievance Procedure, the case shall be automatically settled on Management's last answer and not subject to further appeal.
- (50) Within sixty (60) days of receipt by the Corporation of notice of appeal to the Fourth Step, the Corporation and the International Union shall select an umpire. The time limit specified in this Paragraph (50) may be extended by mutual agreement.
- (51) The umpire shall have only the functions set forth herein. The fees and expenses of the umpire shall be paid one-half by the Corporation and one-half by the Union; and all other expenses shall be paid by the party incurring them.
- (52) All cases appealed to the umpire shall be presented in the form of written briefs submitted by each party, setting forth the facts, the position of the party and the arguments in support thereof. The umpire may make such investigation as he or she may deem proper, hold a hearing open to the parties and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

POWERS OF THE UMPIRE

- (53) An umpire shall be empowered to render a decision after due investigation, and within a reasonable period of time after submission of the case to the umpire, on any case involving

the application of the following sections of this Agreement or any written local or National supplementary agreements on these same subjects: Recognition; Union Security and Check-Off of Union Membership Dues; General; Representation; Grievance Procedure; Powers of the Umpire; Disciplinary Layoffs and Discharges; Strikes, Stoppages and Lockouts; and Leaves of Absence; and all cases of disciplinary action or discharge, and staffing reductions that result in involuntary loss of employment. The umpire shall have no power to rule on the Policies and Benefits Section, or to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any salary or wage. Any case appealed to the umpire on which he or she has no power to rule shall be referred back to the parties without a decision.

- (54) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Corporation shall not be valid for a period prior to the date the grievance was first filed in writing, except that:
 - (54a) In cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven (7) days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing;

- (54b) In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty (30) days prior to the date the claim was first filed in writing.
- (55) All claims for back wages shall be limited to the amount of salary or wages the employee would otherwise have earned from employment with the Corporation during the periods as defined in Paragraph 54, less the following:
- (55a) Any unemployment compensation received for a week which corresponds to a week the employee would have worked for the Corporation which the employee is not obligated to repay or which the employee is obligated to repay but has not repaid nor authorized the Corporation to repay on the employee's behalf.
- (55b) Compensation for personal services other than the amount of compensation received from any other employment held since the employee last worked for the Company and which the employee would have continued to receive had he or she continued to work for the Company during the period covered by the claim. Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted. The calculation of a back pay award made pursuant to this Paragraph will be provided to the employee involved at his or her request.

- (56) No decision of the umpire or of Management 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.
- (57) After a case on which the umpire is empowered to rule hereunder has been referred to the umpire, it may not be withdrawn by either party except by mutual consent.
- (58) There shall be no appeal from the umpire's decision, which will be final and binding on the Union and its members, the employee or employees involved, and the Corporation. The Union will discourage any attempt by its members and will not encourage or cooperate with any of its members in any appeal to any court or Labor Board from the decision of the umpire.

With respect to the processing, disposition and/or settlement of any grievance initiated under the Grievance Procedure Section of this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by the Corporation or between the Corporation and the Union, of any grievance or other matter, shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Corporation.

Neither the Corporation, nor the Union, nor any employee or group of employees, may initiate or cause to be initiated or press any court action

claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, where such claim is also the subject matter of a grievance which is then open at any step of the Grievance Procedure.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

- (59) Any grievance which the Corporation may have against the Union shall be presented by Management to the Union. In the event that the matter is not satisfactorily adjusted within two (2) weeks after such presentation, it may be appealed to the Third Step of the Grievance Procedure upon written notice to the Union. Thereafter the matter will be considered at the Third Step of the Grievance Procedure. If the matter is not satisfactorily settled at this meeting or within five (5) days thereafter by agreement, the case may be appealed by the Corporation to the umpire as provided in Paragraph 48 provided it is the type of case on which the umpire is empowered to rule as outlined in Paragraph 53.
- (60) Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application

of the Agreement to the issue, it may be appealed directly to the umpire as provided in Paragraph 48.

DISCIPLINARY LAYOFFS AND DISCHARGES

- (61) It is important that grievances regarding unjust or discriminatory layoffs or discharges be handled promptly according to the Grievance Procedure. Grievances must be filed within three (3) working days of the layoff or discharge and the Management will review and render a decision on the case within five (5) working days of its receipt. If a decision of the plant Management in such a case is not satisfactory, the grievance may be appealed to the Second Step of the Grievance Procedure. If such appeal is not filed within five (5) working days, the matter will be considered automatically settled on the basis of the last decision and not subject to further appeal.
- (62) An employee who, for the purpose of being interviewed concerning discipline, is removed from the job or called to an office, will be advised that they may request the presence of a committeeperson to represent them during such interview.
- (63) Any employee who has been disciplined by a suspension, layoff or a discharge will be furnished a brief written statement advising the person of their right to representation and describing the misconduct for which the employee has been suspended, laid off or discharged and, in the case of layoff, the extent of discipline. Thereafter, the employee may request the presence of the committeeperson to discuss the case privately in

a suitable office designated by the Management or other location by mutual agreement before the employee is required to leave the facility. The committeeperson will be called promptly without regard to the restrictions on the committeeperson's time as provided in Paragraph 31.

The committeeperson will be advised in writing within one (1) working day of twenty-four (24) hours of the fact of suspension, layoff or discharge and will be given a copy of the statement given to the employee.

The written statement furnished to the employee pursuant to the first sentence of this Paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

- (64) The employee will be tendered a copy of any warning, reprimand or disciplinary layoff entered on the employee's personnel record within three (3) days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously.

STRIKES, STOPPAGES AND LOCKOUTS

- (65) The Union recognizes that it is the responsibility of the represented salaried employees to provide services as required by Management. The Union agrees that its members will faithfully discharge this responsibility, and during the life of this Agreement, that it will not cause, or permit its members to cause, nor will any member of the

Union take part in any strike, sit-down, stay-in, stoppage of work or other interference with Corporation operations, nor will members of the Union refuse to perform the duties assigned to them. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises.

The Corporation agrees that during the life of this Agreement it will not engage in any lockout.

In case a strike or stoppage of production or lockout shall occur, the Corporation, or the Union respectively, has the option to cancel this Agreement any time between the tenth (10th) day after the strike or lockout occurs and the day of its settlement. The Corporation also reserves the right to discipline any represented employee who engages in violation of this Paragraph.

POLICIES AND BENEFITS

- (66) General Motors Corporation, from time to time has established and reserves the right to establish or modify policies which extend certain privileges, requirements, or benefits to eligible salaried employees, subject to the terms and conditions of such policies. These policies applicable to classified salaried employees of similar status with respect to salary compensation and benefits will be applied to the employees covered by this Agreement.
- (67) It is further agreed that such policies shall apply to employees covered by this Agreement who are

eligible under the terms and conditions of such policies.

- (68) It is specifically understood and agreed that such policies are not conditions of employment and may be revoked, terminated, suspended, modified or changed at the sole discretion of the Corporation and that such policies are not a part of or subject to any provision of this Agreement.
- (69) If an employee feels that such policies are not applied properly to them, the question may be taken up with local Management. If the matter is not resolved satisfactorily, the matter may then be referred to the International Union. Thereafter, the matter may be discussed by the representatives of the International Union and Corporation.

UNION LEAVES OF ABSENCE

- (70) Any employees, providing they have completed their probationary period and, elected as a delegate to any labor activity within the UAW necessitating a leave of absence shall be granted such leave not to exceed six (6) months after proper notification by the Union to Local Management, in writing, at least twenty-four (24) hours in advance of the time the employee is to leave, and shall be re-employed at the end of the leave or the end of the mission, whichever occurs first, if the returning employee has sufficient seniority to remain in the unit. Such leaves may be extended by mutual agreement.
- (71) A leave of absence may be granted or extended to an employee for full-time assignment as a Union representative, providing a request, stating the purpose of such leave, is made in writing to the Corporation by the International Union. A

Corporate representative will notify the Pension and Life Insurance Benefit Activities of the employee's assignment.

- (72) Such leaves of absence will be without pay and will not break the employees' Corporate or bargaining unit length of service.

GENERAL

- (73) This Agreement shall become effective on the first Monday following the date on which the Corporation received satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before November 1, 2019.
- (74) No provisions of any local agreements between local Plant Management and Bargaining Committees therein shall supersede or conflict with any provisions of this Agreement.
- (74a) With respect to any matter that is to be negotiated locally, the Corporation will fully inform the Union as to the limits, if any, set by higher authority upon the scope of the local negotiations.
- (75) This Agreement shall continue in full force and effect without change until 11:59 P.M. (Detroit Time) September 14, 2023. If either party desires to terminate this Agreement, it shall sixty (60) days prior to September 14, 2023, give written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter

provided, the Agreement shall continue in effect from year to year after September 14, 2023, subject to termination by either party on sixty (60) days written notice prior to September 14th of any subsequent year.

- (75a) No local agreement containing a termination clause shall be terminated except in accordance with such termination clause and then only if notice of termination is countersigned by the Director of the GM Department of the International Union or the Director of Labor Relations of the Corporation, as the case may be.
- (76) If either party desires to modify or change this Agreement, it shall sixty (60) days prior to September 14, 2023, or any date subsequent to September 14, 2023, give written notice to such effect. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided herein.
- (77) If notice of intention to modify or change has been given in accordance with the above provision, this Agreement may be terminated by either party on thirty (30) days written notice of termination given after said notice of intention to modify or change.

WAIVER

- (78) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from

the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Corporation and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

PARTIAL INVALIDITY OF AGREEMENT

- (79) Should the parties hereinafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

SEPARABILITY

- (80) In the event that any of the provisions of this Agreement or of any local agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

IN WITNESS WHEREOF, the parties have hereto caused their names to be subscribed by their duly authorized officers and representatives this 16th day of October, 2019.

**INTERNATIONAL
UNION, UAW**

Gary Jones
Terry Dittes
Mike Stone
Bryan Czape
Michael Glenning
Dave Shoemaker
Chris Gallagher
Amie Coville
Lynette Daniels
Kenneth Fountain
Michael McClain

**GENERAL MOTORS
LLC**

Scott Sandefur
Anita Riddle Johnson
Sharon M. Stewart, MD
Michelle Bartlett
Monique Callahan-Jackson
Randi Carey
Tammi DeWildt
Melissa Goddard
Kimberly Howe
Joy Richards
Sharon Rizzo
Jason Williams
Elizabeth Wright

APPENDIX A

- Case Number 7-RC-11828, subsequently amended 7-RD-1605 and 7-RD-2140, including all Associate Designers II, Designers, Senior Designers, Senior Project Engineers, Lead Products Designers, Design Leader Technical, employed at the Surface Product Engineering Activity of the General Motors North American Engineering Organization, General Motors Corporation, Technical Center, Warren, Michigan; but excluding all Executives in Charge, Senior Executives in Charge, Staff Assistants, Assistant Engineers in Charge, Assistant Senior Engineers in Charge, Engineers in Charge, Drafting Room Supervisors, and all guards, professional employees, office clerical employees, all other employees not specifically included in the Unit, and supervisors as defined in the Act.
- Case Number 7-RC-12522 including all Registered Nurses, X-Ray Technicians and Audiometric Testers employed in the medical department at 660 E. South Boulevard, Pontiac, Michigan; but excluding all guards, supervisors and other professional employees as defined in the Act, production and maintenance employees, office clerical employees, and all other employees not specifically included in this unit.
- Case Number 7-RC-1405 including all maintenance employees at the Employer's Central Office aircraft operations at the Detroit, Michigan, airport, including Crew Chiefs, Technicians, Technician's Assistants, Mechanics, Stockroom Employees and Ground Service Employees but excluding office clerical employees, professional employees, guards, and supervisors within the meaning of the Act.

- Case Numbers 7-RC-11294 and 7-RC-11295 including all full-time and regular part-time registered nurses, licensed practical nurses, first-aid attendants, and x-ray technicians employed by General Motors Corporation, Powertrain Flint Components at its Flint, Michigan facilities, but excluding office clerical employees, guards, medical doctors, medical directors, and all other supervisors as defined in the Act.
- Case Number 7-RC-20335 including all regular full-time and regular part-time nurses and x-ray technicians employed by General Motors Corporation at its facilities located at Delta Engine Plant and GM Powertrain, 2901 South Canal, Lansing, Michigan, Lansing Car Assembly, 401 North Verlinden, Lansing, Michigan, Lansing Fabrication, 2800 West Saginaw, Lansing, Michigan, GM SPO, 4400 West Mt. Hope, Lansing, Michigan, Lansing Car Assembly Fabrication, Chassis, Powertrain, and Lansing Grand River, 920 Townsend, Lansing, Michigan, Lansing Metal Fabrication, 8001 Davis Highway, Lansing, Michigan, and Lansing Delta Township Assembly and Lansing Regional Stamping, 8175 Millett Hwy., Lansing, Michigan, but excluding clerks, physicians, guards and supervisors as defined in the Act, and all other employees.
- Case Number 7-RC-18003 including all full-time and regularly scheduled part-time payroll department employees employed by GM Truck and Bus Group, General Motors Corporation at its facility located at PCC North, 585 South Boulevard, Pontiac, Michigan, including paymasters and reconciliation desk employees; but excluding managerial employees, confidential employees, and guards and supervisors as defined in the Act.

- Case Number 7-RC-18478 including all full-time and regular part-time trim technicians and senior trim technicians, employed by the Employer at its facility located at 30100 Mound Road, Warren, Michigan; but excluding all office clerical employees, confidential employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.
- Case Number 14-RC-11514 including all Registered Nurses (Professional Medical Nurses) employed by the General Motors Corporation, located at the Wentzville, Missouri, facility, excluding clerical employees, physicians, guards, and supervisors as defined in the Act.
- Case Number 7-RC-20786 including all full-time and regular part-time Registered Nurses employed by the General Motors Corporation, located at its facility at the Powertrain Plant, Medical Department, 36880 Ecorse Road, Romulus, Michigan, but excluding all clerical employees and other professional, administrative, and managerial employees, guards, and supervisors as defined in the Act.
- Case Number 3-RC-10423 including all full-time and regular part-time Registered Nurses employed by General Motors Corporation, in the Medical Department at General Motors Corporation, Powertrain Division, Tonawanda, New York facility. Excluded are all office and plant clerical employees, guards, and supervisors as defined in the Act.
- Case Number 7-RC-20787 including all full-time and regular part-time Registered Nurses employed by the General Motors Corporation at its facility located at the Powertrain Plant, Medical Department, 12200 Middlebelt Road, Livonia, Michigan, but

excluding clerical employees and other professional, administrative and managerial employees, guards and supervisors as defined in the Act.

- Case Number 7-RC-21178 including all full-time and regular part-time Registered Nurses and medical technicians employed by the General Motors Corporation, located at its Hamtramck Assembly Plant Medical Facility located at 2500 East Grand Boulevard, Detroit, Michigan. Excluded are all office and plant clerical employees, guards, and supervisors as defined in the Act.
- Case Number 25-RC-9855 including all full-time and regular part-time Registered Nurses employed by General Motors Corporation, Fort Wayne, Indiana facility. Excluded are all office and plant clerical employees, guards, and supervisors as defined in the Act.
- Case Number 7-RC-21926 including all full-time and regular part-time Registered Nurses employed by General Motors Corporation, located at its Powertrain Plant, Medical Department, 23500 Mound Road, Warren, Michigan. Excluded are all office and plant clerical employees, guards, and supervisors as defined in the act.

**2019 GM-UAW
SALARIED MASTER AGREEMENT
CONTRACT SETTLEMENT AGREEMENT**

Agreement dated this 16th day of October 2019 between General Motors LLC, hereinafter called the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union.

The parties hereto agree as follows:

1. New Master Agreement

A new Master Agreement to be dated October 16, 2019 and to become effective as hereinafter provided in Paragraph 4 of this Agreement has been negotiated by the parties hereto and consists of the provisions as agreed between the parties shown on the pages and attached hereto which are initialed by the parties.

2. Local Agreements

It is agreed that any written local agreements entered into by the Local Union and Local Management prior to the effective date of this Agreement and not canceled prior to September 14, 2019 and any local agreements entered into subsequent to September 14, 2019 shall continue in effect between the Local Union and Local Management, subject to the provisions of this Salaried Master Agreement, for the life of this Agreement. Such local agreements may be terminated pursuant to its terms contemporaneous with the termination of the Salaried Master Agreement.

3. Ratification and Effective Date

- A. The new Agreement shall become effective on the first Monday following the date on which the Company receives satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before November 1, 2019.
- B. No provision of this Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated herein.
- C. In the event this Agreement is not ratified by the Union membership, the 2015 Agreement shall remain in full force and effect until satisfactory notification of such ratification is effectuated.

4. Counterpart Signatures

The parties hereto, each by its duly authorized officials and representatives, hereby accept this Contract Settlement Agreement and each and all terms and conditions thereof.

**INTERNATIONAL
UNION, UAW**

Gary Jones
Terry Dittes
Mike Stone
Bryan Czape
Michael Glenning
Dave Shoemaker
Chris Gallagher
Amie Coville
Lynette Daniels
Kenneth Fountain
Michael McClain

**GENERAL MOTORS
LLC**

Scott Sandefur
Anita Riddle Johnson
Sharon M. Stewart, MD
Michelle Bartlett
Monique Callahan-Jackson
Randi Carey
Tammi DeWildt
Melissa Goddard
Kimberly Howe
Joy Richards
Sharon Rizzo
Jason Williams
Elizabeth Wright

STATEMENT ON TECHNOLOGICAL PROGRESS

During negotiations the Union has expressed concerns regarding the assignment of certain work performed at locations where the UAW is the certified bargaining representative of certain employees.

The Corporation is mindful of the Union's concern regarding the scope and work content of job classifications of employees in the bargaining unit and how such may be affected by advanced technology. Many necessary changes in methods and processes have had an impact upon the scope and work content of job classifications of both represented and non-represented employees. Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union.

It is not the Corporation's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular location. The Corporation recognizes that mere novelty or the sophistication of new technology alone is not grounds for withdrawing work from represented employees. Similarly, the Corporation does not believe that the perimeters of the bargaining unit at a particular location should be expanded simply by the introduction of new technology.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees and that a change in the means, method or process of performing a work function including the introduction of new or advanced technology will not serve to shift the work function

from represented to non-represented employees. The Corporation and the Union are in agreement that the assignment of represented or non-represented employees depends upon the work function involved and not necessarily upon the work tasks required to accomplish such work functions.

The Corporation agrees to advanced written notification to local unions at locations planning the introduction of new or advanced technology so as to permit meaningful discussion of its impact, if any, upon represented employees. The Local Management will describe the technology involved and the extent to which such technological changes may affect the work performed by represented employees. This notification will enable the local parties to discuss the impact such introduction of technology has on the bargaining unit, but also to discuss timely implementation of employee training to prepare them to perform appropriate functions.

The Union has also voiced concern about the possibility that new, technologically impacted bargaining unit work will not be awarded to represented employees because they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with advancing technology, as part of the advanced discussion, the parties shall seek to identify appropriate specialized training programs so that employees will be capable of performing new or changed work normally performed by represented personnel.

Local Management and Union will attempt to resolve disputes concerning particular problems occasioned by advancing technology without resorting to the grievance procedure. Local Management will cooperate in the Union's investigation and evaluation of impact issues raised due to the introduction of new or advanced

technology. Comments by the Union will be carefully evaluated by Local Management in accordance with the Corporation's policy relative to the assignment of work which comes within the scope and content of that normally assigned to represented employees at that location. If the issue remains unresolved, it may be introduced into the second step of the grievance procedure and processed in accordance with the applicable provisions of the Grievance Procedure.

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Re: Joint Activities

During the discussions that led to the 1990 Salaried Master Agreement, the parties discussed the importance of working together jointly to address mutual problems and concerns. There is mutual recognition that the current marketplace challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavors benefits all the parties.

In this regard, the Corporation and Union recognized that quality service and departmental efficiency are essential to overall job security. Mutual respect and a recognition of each others problems and concerns is essential in order to achieve a high level of quality and departmental efficiency.

In view of this, each local union and management will be advised to participate in discussions which will focus on

cooperative efforts toward accomplishing the common goal of improved effectiveness in their operations. These discussions will involve the local Union leadership and departmental Management.

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

- 1) Examination and understanding of customer requirements.
- 2) Better communications systems.
- 3) Innovative methods for delivering quality services.
- 4) Improved organization of departments.
- 5) Review and involvement in development of business plans.
- 6) Training necessary to insure quality services.
- 7) Reduction of waste.
- 8) Better utilization of employee skills.
- 9) Efforts to improve mutual respect and human relations values.
- 10) Enhancing the quality of departmental services.

The exact frequency and dates for these discussions will be determined by Local Management and the Local Union. These meetings will be held on at least a quarterly basis.

The results of these discussions and plans may be reviewed by the International Union and Corporation at the request of the local parties.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

RE: GM-UAW Umpire

During these Salaried Master Agreement negotiations we discussed the use of the GM-UAW Umpire to fulfill the duties of the Umpire as spelled out in this Agreement. Management agreed with the Union that during the life of this Agreement, the parties would utilize the regular GM-UAW Umpire at the Fourth Step of the Grievance Procedure.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

RE: Access To Information

During the discussions leading to the current Master Agreement for UAW represented salaried employees, the Union expressed that occasionally they had difficulty obtaining employment data pertaining to bargaining unit members. In this regard, the Corporation advised the Union that the Chairperson of each bargaining unit would be provided, upon request, a listing of bargaining unit members indicating their date of hire, date of birth, job classification, current salary, salary range, and a relative contribution assessment or overall performance rating, where applicable. Such request should be made to Labor Relations at each location not more frequently than annually. The information contained on this listing will be updated as necessary at Second Step meetings. In addition, the Union will be advised of separations, additions and temporary assignments in excess of one month to the bargaining unit at this meeting. Any problems related to the timely sharing of pertinent data should be brought to the attention of NAO Industrial Relations by the International Union, UAW.

Information regarding promotions of bargaining unit employees will be provided to the Chairperson of the Bargaining Unit on an individual basis in advance of the actual promotion. As in the past, Management reserves the right to initially notify the employee of the fact of their promotion.

It is understood that the information provided in accordance with this letter is confidential in nature and is provided for the use of the Unit Chairperson in performance of the responsibilities of that position.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

RE: Education and Training

During the course of these negotiations, the parties discussed several issues related to education and training and how these policies are administered.

Understanding the importance of continued education and training of all employees, it is the Corporation's intent to ensure that existing Corporate policy regarding education and training is applied to all full-time Corporate employees in the bargaining units.

Specifically, fees for Corporate-required training classes, workshops, conferences and seminars and costs for related travel, if required, will be paid by the Corporation. These education and training opportunities will be scheduled on Corporation time.

Local management will review requests to attend courses not required by the Corporation and will determine which costs will be paid by the Corporation.

Courses which are covered by the Salaried Tuition Assistance Plan must be reviewed and approved by the plan administrator.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

RE: Job Security, Sourcing, and Subcontracting

During the course of these negotiations, the parties discussed the subjects of job security, sourcing, and subcontracting. The Union expressed concern over the impact on employment opportunities that result from Management decisions to utilize non-Bargaining Unit sources (including supervisors and managers) and non-GM contractors to perform work normally and historically performed by Bargaining Unit employees. In this regard the Company recognizes that job security, sourcing, and subcontracting are important considerations for all employees. It is the Company's policy to enhance the continuous employment opportunities of its salaried employees and to thus minimize subcontracting, sourcing, and layoffs.

Accordingly, it is the Company's intent to fully utilize GM employees, including those represented by the Union, and facilities to the extent consistent with sound business practice. The parties recognize that appropriate consideration must be given to the operating needs of the business, the efficiencies and economies involved, the availability of facilities and specialized equipment, the

timing and magnitude of work to be performed, available overtime and other pertinent factors, including layoffs, redeployment, and any other adverse employment impact on employees.

The Company cannot attain and maintain the productivity and quality levels necessary to remain competitive without the full cooperation and input from every employee. And, in turn, employees cannot be expected to lend full cooperation and input when constantly faced with the consequence that their jobs may be impacted. This indicates the critical linkage between competitiveness and job security. General Motors commits to continue its efforts to minimize subcontracting, sourcing, and layoffs in its represented salaried workforce and thus promote mutual growth and job security.

In assessing these factors, appropriate consideration will be given to the input of the Local Union leadership. To this end, the local parties, represented by the Local Union Chairperson, or his or her designee, and a designated person for the Local Unit Management, will discuss relative issues as part of the regularly scheduled monthly Management-Union Committee meeting to ensure that job security opportunities are maximized. Job security subjects appropriate for discussion include, but are not limited to:

- The expeditious review of present work sourcing patterns.
- Concepts that provide for the continued viability of the represented salaried workforce.
- Introduction of new technology into the workplace, including actions that might be taken to prepare the workforce for new technology.

- Impact of the facility work plan on the UAW-represented salaried workforce including overtime, anticipated staffing level changes, initial plans to address those changes and any related proposals.
- General operation and business developments as they relate to the facility.
- New business opportunities which could be undertaken on a cost-competitive basis at the facility.
- Training needs and requirements of the facility as well as the means of providing such training.
- Awareness of the global impact on the traditional way the bargaining unit work has been performed.

The Company will also discuss new major programs during these meetings, as far in advance as possible. Sourcing and subcontracting reviews will consider what work is required and what work could be done by UAW members, on a competitive basis to maintain or increase present work schedules.

The review will also include Management's plans and/or prospects for contracting work, describing the nature, scope and timing of work to be performed, as well as the reasons associated with Management's decision to contemplate said contracting. Further, the aforementioned review, when applicable, will include the type and duration of warranty work being considered. In order to provide the Local Union with an understanding of Management's intent and reasoning, the review will also consider criteria such as: quality, technology, cost, timing relative to workload peaks, statutory requirements, the impact on overtime and long-term job stability, the degree to which the Company's resources

can be allocated to future capital expenditures, and the overall financial stability of affected facilities. During the course of these meetings, Management will afford the Local Union an opportunity to provide the appropriate input into final decisions made with regard to the aforementioned review, as practicable.

During the aforementioned discussions, it is the intent that both parties strive to understand the impact of the decision on both the bargaining unit and the Company.

The results of these discussions and plans may be reviewed by the International Union and Company at the request of the local parties.

The Company's intent is to preserve jobs for all employees and to fully utilize human resources and facilities to the extent practical, understanding that it must balance employee concerns against the business environment in which it must compete.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

During the course of 2015 Salaried Master Agreement negotiations, the parties discussed and agreed that the General Motors Global Manufacturing System (GMS) is the single, common global system that will be used to engage employees around the world, including UAW represented locations in the United States.

General Motors and the UAW recognize that the cornerstone of job security and growth for all General Motors employees is to earn customers for life while building the most valued automotive company, consistent with our purpose and values. Working together, this is accomplished at all levels of the organization and engages all team members to achieve business results and drive continuous improvement through the unified use of GMS.

Notwithstanding the above, the Parties recognize that certain principles and/or elements of GMS may not be applicable to certain operations where Salaried Bargaining Unit employees perform work. Where it is determined that the implementation of any aspect of GMS is appropriate, the parties will work jointly to implement and execute the identified principles and

elements to their full extent.

The National Parties agree that General Motors' Global Manufacturing System is the single system to be used in all UAW represented locations, when applicable. In addition, the Parties have agreed that the support of GMS through the UAW-GM GMS Steering Committee, reporting to the UAW-GM Leadership Council, is effective and beneficial to all UAW represented locations and its members.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Re: Wellness Program

The Company and the Union recognize the need for programs that promote the general health and well being of all employees. The Company encourages the use of Wellness Programs for the benefit of both hourly and salaried employees. As such, the parties recognize LifeSteps as the joint UAW-GM health promotion program.

Among other activities, LifeSteps will focus on reducing factors which place employees at a high risk of disease – high blood pressure, high levels of cholesterol in the blood, excess weight, and tobacco use. Other tools to be used are voluntary health assessment questionnaires and risk appraisals to be completed by participating employees and biometric screening.

The parties further agreed to the following:

- LifeSteps will be provided to all UAW-represented General Motors locations. LifeSteps will include certain on-site components (LifeSteps questionnaires, biometric screenings on an annual

basis, wellness support classes), as well as the use of the LifeSteps.com website, and other health information tools

- Dependents of active employees will have access to LifeSteps.com, periodic LifeSteps communications, and health information
- Supervisors will encourage and allow UAW workers at all locations time off the job to participate in a health screening once every year during work hours consistent with operational needs
- Increased involvement with health plans and carriers to avoid redundancies and reinforce health improvement interventions, such as disease management
- Continue a quality vision screening component to the current biometric screening.

As the Company Union Committee on Health Care Benefits (CUCHCB) makes changes to the Life Steps program intervention strategies, such strategies will be made available to GM locations for implementation.

Participation in the LifeSteps program will be voluntary. The confidentiality of such participants' records will be maintained.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Re: Contract Employees

During these negotiations, the Union raised the issue of utilization of contract employees. The Corporation informed the Union that contract employees, that is individuals who are employees of an outside entity, are used to meet temporary staffing needs. The Corporation assured the Union the Corporation does not intend to use contract employees for the purpose of supplementing the Corporation's workforce of regular employees to meet permanent staffing needs in the bargaining units.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Subject: Application of Paragraph 68 of the
Master Agreement

During the current negotiations, the parties discussed salaried policy as it relates to overtime and shift premium. Management advised the Union that the relevant policies regarding salaried overtime and shift premium, as found in the U.S. HR Policy manual sections 505 through 505.3, are in effect.

Notwithstanding the provisions of Paragraphs 66 through 69 of the Salaried Master Agreement, these policies will continue, without change, for the life of the Agreement.

Additionally, Management advised the Union that it has no current plans to modify the Salaried Downtime Paid Absence (SDPA) policy. In the event this policy is changed during the life of the Agreement, the Union will be notified of such change as far in advance as practicable.

The parties agreed that if the federal government enacts legislation or takes regulatory action that would force

the Company to change such programs or policies and/or would result in increased costs for such programs or policies, the Company shall have the right to modify the programs or policies to conform with and/or offset any cost increase resulting from such legislation or regulatory action.

It is further agreed that such policies shall apply only to employees covered by this Agreement who are eligible under the terms and conditions of such policies as from time to time determined by the Company.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Re: Supplemental On-Call Employees

During the current negotiations, the Union expressed concern about the use of supplemental on-call employees at the represented medical facilities. Such employees are used to cover peak workloads, to replace regular salaried employees who are on leaves of absence, on vacation, or to perform less than full-time jobs. To ensure the Union is fully aware of the use of supplemental on-call employees within the noted units, Management will provide the Chairperson with the appropriate notice of additions or deletions to this workforce, in advance if possible.

The parties also discussed the rates of pay for the Supplemental On-Call nurse classification and committed to an annual compensation review.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

During these negotiations, the Union requested the Corporation to agree that any sale of an operation as an ongoing business, with UAW-represented salaried employees, would require the buyer to assume the 2007 GM-UAW Salaried Master Agreement. The Corporation agreed to do so in the case of any such sale during the term of the 2007 Agreement.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

During the course of these negotiations, the parties discussed at length numerous issues related to education and training opportunities for represented salaried medical employees.

Both the Corporation and the Union recognize the importance that proper education and training have on quality of service and departmental efficiency. Understanding the importance of continued education and training, the Corporation assures the Union that the identified training, which is mandated by State and/or Federal guidelines, or that which is required by the Corporation, will be completed on a timely basis.

To accomplish the aforementioned, a medical curriculum will be developed within General Motors University, to source, develop and offer training activities specific to medical professionals. A training committee, which will include a bargaining unit member, will review the curriculum and any changes to it. Completion of training activities will be entered into the CTIS training history to ensure appropriate tracking.

Additionally, all represented salaried employees and their supervisors shall meet on an annual basis to determine developmental needs based on appropriate education, training, skills, and experience. An Individual Development Plan (IDP) will be developed by the supervisor and represented employee which identifies specific training activities for the employee. The employee and supervisor will conduct, at a minimum, a second annual meeting to review the employee's progress to the current year's objectives.

The Corporation also assures the Union that training records for salaried bargaining unit employees will be made available to the local Chairperson and the UAW-GM Servicing Representative, upon request. Issues not resolved at the local level may be forwarded to the UAW GM Servicing Representative and Corporation for resolution.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

Re: Merit and TeamGM Performance Pay Spending

During these negotiations, the Union expressed concerns regarding the administration of merit and TeamGM Performance Pay funds, which are governed by Company policy, for represented salaried employees. In light of these expressed concerns, Management assured the Union that, like similarly situated non-represented employees, represented employees will have their base salaries managed according to the market rate, the individual performance contribution, critical skills and position relative to the market rate.

1. Compensation communications, will occur in the same timeframe for bargaining units as similarly situated non-represented employees.
2. Management of the affected bargaining units will provide the respective Chairpersons a copy of the same compensation planning guidelines given to pay planners.

3. Management of the affected bargaining units will proactively engage the appropriate Local Unit representatives in the compensation planning process in order to review planned salary adjustments and TeamGM Performance Pay amounts and give weighted consideration to their input and recommendations.
4. Concerns relative to the implementation or interpretation of the compensation plan should be referred to the respective HR Manager at the local level for appropriate handling.

It is agreed that planning guidelines and any other compensation related materials made available to the Union are recognized as confidential information.

In addition, the Company stated that merit and TeamGM Performance Pay funds for represented salaried employees, will be allocated to bargaining units in the same manner as similarly situated non-represented employees.

Upon conclusion of the merit or TeamGM Performance Pay planning process, a copy of the final merit or TeamGM Performance Pay plan will be distributed to the respective Local Chairpersons with the understanding that compensation information is personal and confidential.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

NEW

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Dittes:

During these negotiations, the parties discussed options for addressing the need to reflect the fact that General Motors LLC is now the management party to the GM-UAW Salaried Master Agreement. Unlike General Motors Corporation, now doing business as Motors Liquidation Company, General Motors LLC is not a corporation. However, rather than changing all references to the "Corporation" to "Company" in the Agreement language, the parties have agreed that General Motors LLC may be referred to interchangeably as either the "Corporation," the "Company," or General Motors.

Though not anticipated, the parties recognize that this approach may inadvertently result in an oversight where "Corporation" actually was intended to mean General Motors Corporation and not General Motors LLC. Should such a situation arise, the issue will be addressed by the National Parties.

Very truly yours,

D. Scott Sandefur
Vice President
GMNA Labor Relations

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding AAOHN Conference Attendance)

During these negotiations, the Union raised the issue regarding the opportunity for full-time nurses to attend the annual American Association of Occupational Health Nurses Conference (AAOHN). In this regard, Management advised the Union that every full-time nurse will be afforded the opportunity to attend one conference during the life of this Agreement, as business conditions allow.

Selection of attendees shall be on a seniority basis by location. In the event an employee elects not to attend the conference, the opportunity will be afforded the next senior employee at that location.

In the event any conflict arises regarding attendance, the matter will be referred to the National Parties for immediate review.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes – At Will)

During the course of the current negotiations the Union has advised the Company that it would object to any reference to its members as being at-will employees. In response, the Company advised the Union that it understands that bargaining unit employees are subject to the rights and protections afforded by the Salaried Master Agreement. It is the Company's obligation and intent to satisfy its obligations under the Salaried Master Agreement. In the event that the Union believes that the Company has mischaracterized its employees or disregarded its obligations under the collective bargaining agreements governing their employment, the Company stands ready to address those concerns as they are raised.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Bereavement Pay)**

During the course of these negotiations, the Union expressed concern over instances of inconsistency in the administration of the salaried bereavement policy.

Management reaffirmed its sensitivity to all employee concerns, especially during the time of bereavement.

The Union was advised that any unresolved issues between the employee and supervisor should be escalated immediately to higher supervision in accordance with Paragraph 69, for prompt resolution.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Call Center Support for Salaried Employees)

During these negotiations, the Union expressed concern regarding the ability of represented employees to obtain timely, accurate response to general questions they may have pertaining to benefits, retirement, and savings plan matters. In this regard, the Union was advised of the wealth of employee-specific information available online to U.S. salaried employees via the Driving Your Benefits website on Socrates which also includes contact information to initiate live conversation with a trained representative of the GM Benefits & Services Center.

Additionally, the Union was advised of the planned launch of the Global Business Services (GBS) People Services – Shared Services Center (SSC) that will ultimately serve as a single point of contact for employees, managers and HR Business Partners (HRBP's) for inquiries related to general benefits, payroll and/or policy matters. Where necessary, the SSC Representative will be able to escalate inquiries to the appropriate subject matter expert for further consultation, and/or refer the affected employee to the appropriate resource(s) for response. Barring any unforeseen implementation issues, it is expected that the SSC will be operational by April 1, 2016.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Certified Occupational Health Nurse
Testing)**

During these negotiations, the Union raised the issue of Management support for Certified Occupational Health Nurse (COHN) testing. The Corporation advised the Union that Management will purchase and make available new, preparatory training material, (i.e., training tapes and workbooks), in support of preparing for Certified Occupational Health Nurse testing.

In the event this does not prove to be effective, the Corporation will advise the International Union and jointly explore other methods.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Changes in the Workplace)**

During the course of these negotiations, the Union raised a concern regarding the communication of information that impacts the represented workforce.

Management recognizes the need to fully communicate changes in the workplace that will impact the represented workforce. Therefore, Management agreed to communicate significant changes that will impact the represented workforce with the local Union leadership prior to announcing changes to the represented workforce. If these changes impact training requirement(s), the Corporation shall provide applicable training, as appropriate.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Clarification Meeting)**

Immediately subsequent to ratification of the 2019 Salaried Master Agreement, a clarification meeting will be scheduled with the appropriate Management and Union representatives. The clarification meeting will include an overview and highlights of the 2019 Salaried Master Agreement. Minutes from this meeting will be jointly developed and distributed to the Chairpersons at the local units.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Compensable Travel Time)

During these negotiations, the Union expressed concern for the current method of handling actual travel time required on Saturday and Sunday for job related training. As a result, the Union was assured General Motors nonexempt employees in the bargaining unit will be paid for actual travel time to approved job related training assignments which require travel on weekends.

Travel will be paid in accordance with the following:

1. All time spent in such travel is considered time worked provided the most direct means of travel is utilized.
2. Such employee shall be paid in accordance with the Salaried Overtime policy when travel falls on a Saturday or Sunday.
3. Travel time must be approved in advance by the appropriate supervisory personnel.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Copies of Agreement)**

During the course of these negotiations, the parties held lengthy discussions concerning the process by which 2019 Salaried Master Agreement books will be made available to all bargaining unit members. As a result of these discussions, Management stated that the normal purchasing process would be utilized in the selection of a printer. It is intended that 200 copies will be made available for distribution to all bargaining unit members as soon as practical after submission of a jointly approved proof copy of the 2019 Salaried Master Agreement. In addition, as a result of these discussions, Management agreed to provide an electronic copy of the agreement to the Union.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding EAP Representative for GMWTS)**

Due to the remote location of the GMWTS location, Management and Union have jointly selected an on-site EAP representative. This designee should be properly trained for this assignment and will receive the required training under the Joint Fund available for EAP development.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Employee Vehicle Discount)**

During the course of the current negotiations, the parties discussed the Employee Vehicle Purchase Program as it applies to Supplemental On-Call Employees. In this regard, Management advised the Union that Supplemental On-Call Employees will become eligible to participate in the Employee Vehicle Purchase Program effective December 1, 2011.

In making vehicle programs and discounts available to employees represented by the UAW, it is understood and agreed that the Company may at any time unilaterally modify, change or withdraw such Programs and that it shall have no obligation to bargain concerning its decision to do so. Nor shall the institution of such Programs constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms and conditions of employment.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Employment Security and Job Erosion)

During the 1996 GM-UAW Salaried Master Agreement negotiations, the parties discussed at length a number of issues dealing with employment security and job erosion. The Corporation stated its policy is to reassign work performed by salaried employees only when there are clear, economic, organizational, or geographic reasons for such reassignment of work. The Corporation also stated it will not reassign work for the specific purpose of causing erosion of work performed by bargaining unit employees. It must be recognized, however, that consolidation, new technologies and reorganization may have an impact on the bargaining unit employees. Therefore, Local Management agrees to meet with the Union in advance to fully discuss the nature and purpose of changes impacting the bargaining unit, provide pertinent information, and consider viable alternatives with the Union.

Accordingly, it is anticipated that these matters can be addressed and resolved at the local level. However, the parties agreed that some of these issues may require the involvement of the National Parties. For example, where a decision to subcontract work has a major adverse impact on the bargaining unit's employment security and the local parties have exhausted all efforts to resolve this matter, the Chairman of the Shop Committee may refer the matter to the International Union. Once it has been referred to the International Union, representatives of the UAW International Union Staff, UAW Regional Staff and Local Union and the Corporate Labor Relations Staff and Local Management will meet to review the matter.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Equal Application)

During the course of these negotiations, the Union expressed concern regarding the equal application of General Motors policies to its salary members. During their discussions, the Parties have agreed to the following:

For many years, the Company and the Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, sexual orientation, gender identity/expression, national origin, disability and sexual harassment and to this end the parties have expressly incorporated Paragraph 25 in their Master Agreement that both insures adherence to that principle in all aspects of employment at General Motors and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties recognize the desirability of increased communication and cooperative effort on this subject (1) to encourage employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method for prompt resolution of all claims of violation of Paragraph 25, (2) to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and (3) to maintain liaison with appropriate federal and state civil rights agencies for the following purposes: (a) to increase understanding, (b) to promote and encourage the use of the grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which is frequently time consuming, contradictory and

hence, nonproductive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advice.

The parties discussed the fact that eligibility to participate in GM benefit plans is governed by the terms and conditions of each plan. The parties agree that nothing in Paragraph 25 is intended to modify or amend such plan language.

The parties continue to recognize their legal and moral responsibility for assuring that all General Motors employees have equal employment opportunities and freedom from discrimination as set forth in Paragraph 25 of the Master Agreement. The Union agrees that it will encourage its members to utilize the grievance and arbitration procedure as the means of resolving claims or complaints against the Company which allege a violation of Paragraph 25. Additionally, the Chairperson of the bargaining unit who is recognized as the Equal Application representative and the Local Unit Manager or designee will discuss any concerns in this area as they arise.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Concerning Expeditious Handling of Grievance Procedure)

During these negotiations, the Union raised the issue of full disclosure regarding the Grievance Procedure. Management assured the Union that they fully support the principle of full disclosure, as defined by Umpire precedent. Accordingly, the parties affirm the importance of full disclosure, as it applies to the Grievance Procedure, and agree to adhere to that principle.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Glossary Terms)

During the course of these negotiations, the parties held lengthy discussions concerning the clarification of a number of terms. As a result of these discussions, Management advised the Union that in accordance with current Salary Policy the following is applicable:

1. **Compensation:** Comprehensive total compensation package that includes base pay, variable pay and benefits.
2. **TeamGM Performance Pay:** Incentive compensation that is based on individual performance, level, and regional and global company performance in key metric areas.
3. **Pay for Performance:** Pay that is based on both company and individual performance.
4. **Merit:** A monetary award provided to employees in the form of either a base pay increase or lump sum amount in recognition for individual performance.
5. **Flexible Service:** Employees hired or assigned on an indefinite basis to work between 50% and 80% of the unit's base workweek will be classified as "Flexible Service Employee" and will be employed on a day-to-day basis.
6. **Supplemental On-Call:** Individuals employed to work on an on-call, intermittent short-term basis will be classified as On-Call Employees.
7. **Regular Employee:** Individuals hired by GM to fill a full-time position for an indefinite period on a month-to-month basis will have the status of Regular Employee.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Concerning Grievance Settlement Payments)**

During the course of these negotiations, the Union raised concerns regarding identification of grievance settlement payments on represented salaried employee paychecks. In this regard, Management will identify to the affected member(s) of the salaried bargaining unit, any monetary grievance award as a “Special Payment” designation on the affected employee’s pay-stub.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Health & Safety and Ergonomics)

During these negotiations, the Union expressed concern relative to the health and safety of its GM salaried members. Management assured the Union that it is committed to maintaining a safe and healthy working environment for all of its employees. Management explained that its UAW represented employees, their offices and work areas are included in its Corporate-wide Health and Safety Program. Management assured the Union leadership that their input regarding the health and safety of its members, including ergonomic concerns, will be considered as part of the regular process of the ongoing Health and Safety Program.

Management further recognized that the salaried bargaining unit employees have specific areas of concern relative to their workplace, such as ergonomics, workplace layout and use of CRT and VDT equipped devices. The Corporate Occupational Health and Safety Department continues to evaluate the scientific literature and studies related to the use of VDT and their effect upon the workplace. Results of such studies will be shared with the Local Union. VDT eyewear will be provided by Management on an as required basis as in the past.

The Chairperson or designee of the bargaining unit who is recognized as the Health and Safety Representative and the Local Unit Manager or designee will discuss at least monthly any concerns in these areas and have access to the developing and established health and safety processes applicable to the local unit. This will include the establishment of a local ergonomics review process

which will implement, coordinate, review, and follow up the ergonomics program, consistent with Corporate ergonomic initiatives. Additionally, the Chairperson or designee of the bargaining unit may attend the monthly Plant Safety Review Board Meeting, if so desired.

A job analysis program will be used to evaluate those issues raised during the above-mentioned review process. Based on the results, Management shall implement feasible measures to control ergonomics risks factors in a timely manner.

A good-faith effort will be made to accomplish prompt abatement of ergonomic hazards on a particular job or work station. This will include regular training appropriate to the unit's needs as determined by the parties. Management agrees to send a representative from each bargaining unit to all UAW-GM ergonomics training and conferences.

In addressing the Union's concerns, Management assured the Union that annual health and safety audits, as approved by the UAW-GM Center for Health and Safety, will be conducted under normal operating conditions. The Union was further advised that any concerns regarding health and safety training will be addressed by the local leadership utilizing all available resources including the UAW-GM Center for Health and Safety.

The parties agree that any health and safety concerns not resolved between the Chairperson and local Management will be brought to the Divisional Safety Manager and Divisional UAW Health and Safety International Representative. Working together we can ensure that a healthy and safe working environment is maintained.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Job Postings, Transfers, and Promotions)

During the current negotiations, the parties discussed the specific concerns raised by the Union regarding job postings, job opportunities, transfers and promotions for represented salaried employees. The Corporation informed the Union that represented salaried employees should access and use the Opportunity Awareness Program, and follow the program requirements to review job postings and make application for job opportunities, lateral transfers and promotions. When job openings are posted, Management will use the Opportunity Awareness website, which is updated each business day, to allow all employees equal access to the openings.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Joint Leadership Council)

During these negotiations, the parties discussed at length, various issues related to open communications and trust. There is a mutual recognition of the importance of working together to address problems and concerns. The parties also recognize that the current marketplace challenges necessitate a spirit of cooperation and mutual dedication to ensure overall job security. It is the Corporation's intent to maximize the effectiveness of its human resources and maintain the productivity necessary to compete in the industry.

As a result of these discussions, the parties have committed themselves to the development of a Joint Leadership Council. Initially, the parties will conduct two Joint Leadership Meetings. The first meeting will occur in the January-February timeframe, as the parties have traditionally met during this period to discuss and review compensation. The second meeting will occur in conjunction with the annual Key Four Meeting. Subsequent Leadership Council Meetings will be scheduled at the discretion of the Corporation and the International UAW.

Meeting participants may include local salaried represented Chairpersons, International and Regional UAW Representatives and Management.

Subjects appropriate for discussion may include, but are not limited to:

- General operations and business developments as they relate to the affected business units

- Corporate and business unit training issues
- Policy issues impacting the represented salaried workforce

It is the intent that both parties will have meaningful, constructive dialogue and strive to understand the impact of issues and decision making on both the bargaining units and the Corporation.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Joint Representatives Attending Training Programs and Conferences)

During the course of these negotiations, the Union raised concerns regarding joint representatives not being permitted to attend joint training programs and conferences.

Management and the Union agreed that it was in the best interest for both parties that call letters be sent to joint representatives regarding joint training based on joint approval from the International Union and Management.

Under general operating conditions, following joint approval, appropriate representatives will attend approved joint training. In the event any conflict arises regarding the aforementioned approval or attendance, the matter will be referred to the National Parties for immediate review.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts From The Minutes Regarding Medical Employee Training)

During the course of the current negotiations the parties discussed education and training opportunities for represented salaried medical employees. The parties specifically discussed audiometric and spirometry testing and certification.

As a result of those discussions the Union was advised that Management will continue to ensure that one (1) full time nurse per shift within each bargaining unit will be certified in audiometric and spirometry testing.

Notwithstanding the above, it is understood between the parties that if there are additional full time nurses within the bargaining unit that request audiometric and spirometry training, it will be included in the nurse's Individual Development Plan and completed according to the target completion date agreed to between the nurse and their respective leader.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding New Hire Orientation)

The parties agreed during these Negotiations to pursue Union involvement in new employee orientation programs for UAW represented salaried employees. To this end, the National parties will convene within one hundred twenty (120) days of the effective date of the 2015 Salaried Master Agreement to discuss new hire orientation for salaried bargaining unit employees. The local parties will be included to determine the appropriate implementation of any new orientation to be delivered.

It was further agreed that such involvement will not limit any other communications by the Company with its employees or by the Union with its members.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Notification of Overtime Schedule)

During these negotiations, the Union raised concerns regarding the timely notification of scheduled overtime. Management informed the Union that, at the conclusion of the negotiations, all units will establish a plan to ensure timely notification of scheduled overtime.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Overtime)

During these negotiations, the Union raised a number of concerns regarding the subject of excessive overtime. The discussions centered around the number of hours employees are being required to work and the effect this has on productivity, absenteeism, and quality of life.

Management assured the Union that in cases where the overtime becomes excessive, they will review the situation with the Local Chairperson to examine work schedule issues, to reassess and address work schedules and staffing requirements as needed.

Management also reaffirmed its commitment to ensure that local unit practices for overtime payments align with GM's overtime policy and are consistent with government regulations. In all cases, local leadership will communicate to employees the circumstances for which overtime is authorized and payment or compensatory time off will be provided.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Payments During December)

During these Salaried Master Agreement negotiations, the Union brought to Management's attention the delay in the processing of pay for overtime worked during December because of the Christmas Holiday. To assist in the timely preparation and distribution of payrolls during the pay period preceding the Christmas holiday period, the following procedures will be implemented for salaried employees in the bargaining unit.

The payroll for the period ending December 15 will include estimated overtime hours to be worked during that period based on reasonable knowledge available at the time of payroll input preparations. Payroll drafts issued covering this period will include notification to the employee of the estimate.

Necessary adjustments, if any, to reflect actual overtime will be made to subsequent January earnings of individual employees. These adjustments will be considered as part of the year's earnings in which the adjustments are made.

Salary payrolls for the period through December 31 will be prepared for distribution in the normal manner on the last scheduled work day of the year.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Payroll Error)**

During these negotiations, the Union raised the issue regarding errors made on an employee's paycheck through no fault of the employee and the methods used by local Management to correct these errors. After discussion, it was determined that paycheck shortages resulting from a Management error will be corrected in a subsequent pay period. If the Management error involves a sum in excess of two hundred and fifty dollars (\$250.00), an advance in pay will be issued within seven (7) business days from the date Management is advised of the error, if requested by the employee.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Performance Evaluations)**

During these discussions, the Union was advised that there are no instances that require bargaining unit employees to participate in the performance evaluation (CAP) of another bargaining unit employee. In addition, the parties discussed the use of the Career Development Planning Tool (CDPT). Management advised the Union that employees are not required to complete a CDPT. This subject has been reviewed with appropriate Management personnel.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes Regarding Probationary
New Hire Regular Employee Status)**

During these negotiations, the Union was advised that the probationary period previously utilized by Management to assess organizational fit and/or performance of newly hired employees was no longer in effect. Rather, such individuals hired into full time salaried positions are considered Regular employees upon date of hire.

Therefore, newly hired bargaining unit employees may make a claim that their separation is not for cause and may be taken up through the grievance procedure.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Professional Affiliations and Required Licensing Fees)

During 1999 negotiations, the parties discussed the value to be gained in encouraging regular, full-time employees to participate in activities to enhance their professional knowledge. In an effort to reinforce the importance of these affiliations, Management commits to pay for state and local medical society membership dues for the American Association of Occupational Health Nurses. Additionally, fees associated with licenses required by the Corporation will be reimbursed. For non-nursing medical personnel, the parties will agree upon membership to a similar professional organization. Management will also pay appropriate fees associated with educational opportunities to satisfy professional education credits (CEU's) and contract hours needed to maintain certification. In light of economic challenges, these opportunities will include local meetings and conferences, audio and video lectures, and tests afforded by professional journals.

Management will reimburse licensing fees every two years for temporary employees who work 1,000 hours or more the previous year and 50% of licensing fees for temporary employees who work 500, but less than 1,000, hours the previous year.

Additionally, aircraft technicians will be invited to participate in the annual Professional Aircraft Maintenance Association Conference on a rotational basis. It is intended that travel associated with this conference for aircraft personnel will be scheduled in such a manner as to allow participation in events most relative to their job assignment, and in a manner that will allow for the continuation of daily business without disruption. The selection of participants will be done jointly.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Promotions)**

During the current negotiations, the parties discussed specific concerns raised by the Union regarding promotional opportunities, merit moneys, or any other awards for Bargaining Unit Representatives. The Corporation reaffirmed that Union Representatives shall not be discriminated against as such.

NEW

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Redeployment of Health Services)**

During the current negotiations the Union expressed a concern that GMHS represented employees may not be aware of the consideration given to continued employment for salaried employees that have been impacted by staff reductions, for any reason.

As a result of those concerns, Management advised the Union that full time nurses affected by a reduction in force will have the available options explained to them at the time of such reduction.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Represented Nurses Working At Joint
Conferences)**

During the course of these negotiations, the parties discussed opportunities for UAW represented nurses to work at joint conferences and events where health screening and first aid are provided.

Management assured the Union that the represented nurses will have opportunity to comprise approximately 50% of the total number of nurses working at joint conferences where health screening and first aid are provided.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Retirement Planning)**

During the 2015 negotiations, the Parties discussed the process salaried employees are encouraged to follow to properly initiate a retirement request. As a result of these discussions, the Company agreed to provide a process flow diagram to outline the basic steps for employees to initiate such requests, which will be updated as required.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Salaried Bargaining Unit Work – Nurses)

During the course of these negotiations, the Union expressed concern that Management has, on occasion, failed to make attempts to schedule bargaining unit nurses for absence replacement within the bargaining unit when absences were known in advance. The Union stated that in these situations non bargaining unit nurses performed the normal duties of bargaining unit nurses.

Management advised the Union that in instances where absences are scheduled and known in advance, that Management will make reasonable attempts to contact and schedule a replacement nurse from the bargaining unit. The parties acknowledged that this commitment is limited to absences known in advance and unscheduled absences will be handled on a case by case basis and in a manner that maintains expected service levels.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Salaried Tuition Assistance)

During these negotiations, the Union expressed concern regarding the ability of employees to appeal salaried tuition assistance determinations made by their respective leadership. Management advised the Union that such appeals should first be discussed with the employee's respective HR Business Partner (HRBP) to resolve such matters. Additionally, the HRBP can consult with the Global Workforce Policy activity to ensure the terms and conditions of the Salaried Tuition Assistance Plan (STAP) are being properly applied.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding the Smoking Policy)**

During these Salaried Master Agreement negotiations, the parties discussed the implementation of policies on smoking at certain bargaining unit locations. The Company has issued a public policy on smoking, including vaping (i.e. use of electronic cigarettes), which respects rights of both smokers and non-smokers and anticipates a spirit of consideration and accommodation in protecting non-smokers from inhalation of passive tobacco smoke and/or vapors. To this end, the Company agreed that Local Management shall make reasonable rules regarding smoking and vaping in line with this policy, after consultation with the Chairperson of the bargaining unit, as far in advance as possible.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Students in Training)

Current Corporate policy provides for the establishment of a number of programs to assist in the attainment of high quality college graduates and experienced graduates who possess the technical and managerial skills and growth potential to meet current and anticipated business needs. To this end, the Corporation and the Union recognize the need to continue to place CGIT, SEIT, Summer Interns, Cooperative Education and similar educational program candidates in assignments whereby they can become familiar with the industrial environment and GM career opportunities.

Accordingly, it may be necessary to train these individuals on the functions of jobs which fall within the salaried bargaining unit. However, in the event of such an assignment, these individuals are not intended to replace a bargaining unit member and will remain in the learning capacity of an employee in training until an appropriate change in status is initiated. Training assignments should not exceed a three (3) month duration unless special circumstances exist, such as a cooperative education program.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Supplemental On-Call Employees)

During these negotiations, the Union expressed concern regarding Supplemental On-Call (SOC) Employees being extended due consideration for full-time, Nurse positions. In this regard, Management assured the Union that SOC Employees are eligible to apply for any posted, full time Nurse position(s) made available through, and in accordance with, the GM Opportunity Awareness Program (OAP). To this end, SOC applicants will have their qualifications, work experiences and/or credentials duly considered along with all other candidates.

If ultimately selected for such a position, all periods of active employment as an SOC Employee occurring within the 24 month period immediately preceding their date of hire into a Regular Employee position will be included in their GM length of service date which impacts extent of vacation entitlement and severance treatment as current policy exists. For the purposes of this understanding, “periods of active employment” will be defined as “hours worked”.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Supplemental On-Call Nurse Lists)**

During these negotiations, the parties discussed the benefit of having an accurate and current list of UAW represented supplemental on-call nurses. Management agreed that the Corporation will provide a list of supplemental on-call represented nurses to the local bargaining unit Chairperson upon request.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Tool/Shoe Allowance for GMATS)**

During these negotiations, the parties discussed the current tool and shoe reimbursement agreement for represented GMATS employees. Management agrees that effective January 1, 2008:

Represented Aircraft Maintenance Mechanics, Technicians, Assistant Technicians, Crew Chiefs, and the Hangar Technician are to receive an annual tool/shoe allowance in the amount of \$850.00.

Represented Hangar Attendants and Material Clerks are to receive an annual shoe allowance of \$225.00.

These allowances will be subject to applicable Federal, State and Local taxes, and will be paid in the February 15th paycheck.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Treatment of Employees with Medical
Restrictions)**

During these negotiations, the Union expressed concern regarding the placement of represented salaried employees with medical work restrictions. In this regard, the parties reaffirmed their commitment to continue their efforts to jointly address such issues in a collaborative manner at the local level with due consideration given for the individual needs of the employee, availability of compatible work, and the efficiency of operations.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Uniform Allowance)

During these negotiations, the parties discussed issues relating to uniform allowances for full-time represented salaried health care employees. Effective January 1, 2020, the annual uniform and shoe allowance for affected bargaining unit employees will be \$1,500.00. Receipts will not be required. As such, the allowance will be subject to applicable Federal, State, and Local taxes. The uniform and shoe allowance will be paid in the February 15th paycheck to eligible employees who have signed an acknowledgement that the allowance will be used for the sole purpose of purchasing uniforms and shoes.

Full-time represented salaried health care employees hired after February 1st, will receive a prorated amount of the yearly allowance, within sixty (60) days of hire, based on their month of hire, if they have signed the acknowledgement.

NEW

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Uniform Allowance for
Supplemental On-Call Nurses)**

During these negotiations, the parties discussed uniform allowances for Supplemental On-Call (SOC) nurses. SOC's on roll as of the effective date of the 2019 National Agreement will receive a one-time uniform and shoe allowance during the term of the National Agreement. SOC employees who have been compensated in excess of three hundred (300) hours during 2019 will be paid a \$200 uniform and shoe allowance. Those SOC employees compensated three hundred (300) hours or less in 2019 will be paid a \$100 uniform and shoe allowance. Receipts will not be required. As such, the allowance will be subject to applicable Federal, State, and Local taxes. All employees must have signed an acknowledgement that the allowance will be used for the purpose of purchasing uniforms and shoes to be eligible for the payment in the second pay period following the effective date of the National Agreement.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Union Bulletin Boards)**

During the course of these negotiations, the parties held discussions regarding the utilization and placement of Union bulletin boards. As a result of these discussions, Management agreed to place three additional boards at the Warren Technical Center, one each in the Trim, SPE and Fabrication Engineering departments.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Union Leaves-Merit)

During the course of these negotiations the parties discussed the employment status of employees who qualify for union leave of absence.

The Union advised GM that employees on union leaves of absence should not be disadvantaged or discouraged from fully participating in union activities. To address this concern, the Company advised the Union that employees returning from leaves of absence will have their compensation adjusted upon the termination of their leaves.

The Union proposed that it appoint employees on an annual basis and that employees on union leaves will be returned to work for the Company annually, though such employees may also be eligible for subsequent re-appointment to a Union position. In such cases where an employee returned from leave, even for a short period, GM advised the Union that GM would adjust the monthly base salary to reflect the appropriate level of compensation commensurate with their job classification code and the Company's merit treatment of other salaried employees.

The Company was also advised that the UAW controlled the length and timing of its appointments.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Union Leaves of Absence)

During these negotiations, the Union requested that credited service be provided under the GM Salaried Retirement Program for represented salaried employees who are placed on an unpaid International Union Leave of Absence and that such employees be permitted to continue Basic Life, Optional Life, Dependent Life, and Personal Accident Insurance coverages under the GM Life and Disability Benefits Program by making the required monthly contributions while on leave. Since the first Salaried Master Agreement in 1988, it has been the parties' intent to provide for this type of treatment.

Management agrees to present to the General Motors Employee Benefits Plans Committee (EBPC) a proposal that (1) credited service shall be granted under the GM Salaried Retirement Program to a represented salaried employee who is on an International Union Leave of Absence under Paragraph 71 of the Salaried Master Agreement, and (2) Basic Life, Optional Life, Dependent Life and Personal Accident Insurance coverages under the GM Life and Disability Benefits Program shall be continued for a represented salaried employee for the duration of such leave provided the employee makes the required monthly contributions. Upon approval by the EBPC, the GM Salaried Retirement Program and the GM Life and Disability Benefits Program will be amended accordingly.

The parties agree that nothing within these excerpts from the minutes in any way alters any other provisions to the Corporation's salaried benefit plans, including the right to amend, modify, or terminate such plans.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts From The Minutes Regarding Union Leaves Of Absence)

During these negotiations, the Union requested that credited service continue to be provided under the GM Salaried Retirement Program for represented salaried employees who are placed on an unpaid International Union Leave of Absence and that such employees be permitted to continue Basic Life, Optional Life, Dependent Life, and Personal Accident Insurance coverages under the GM Life and Disability Benefits Program by making the required monthly contributions while on leave. Since the first Salaried Master Agreement in 1988, it has been the parties' intent to provide for this type of treatment.

Management informed the Union that Basic Life, Optional Life, Dependent Life and Personal Accident Insurance coverages under the GM Life and Disability Benefits Program shall be continued for a represented salaried employee for the duration of such leave provided the employee makes the required monthly contributions.

Management discussed the fact that effective January 1, 2007 the General Motors Retirement Program for Salaried Employees (GM SRP) was modified. For salaried employees with a length of service date prior to January 1, 2001, accrued benefits and Credited Service under Part A and Part B of the GM SRP were frozen as of December 31, 2006. On and after January 1, 2007, no further Part A or Part B benefit accrual is recognized by the GM SRP. On and after January 1, 2007, the GM SRP recognizes Eligibility Service for purposes of retirement eligibility. Eligibility Service is

determined in the same manner as Credited Service but without accrual of additional benefits under GM SRP Parts A or B. Service earned after December 31, 2006 is referred to as Eligibility Service to reflect this distinction from Credited Service. Eligibility to retire for salaried employees hired prior to January 1, 2001 is based on Part A Credited Service earned through December 31, 2006 plus Eligibility Service earned on and after January 1, 2007. Retirement benefits on and after January 1, 2007 currently accrue under Part D of the GM SRP, the 1.25% Career Average Base Salary Plan.

The parties discussed the provision of the September 18, 2007 Salaried Master Agreement (“2007 SMA”) which addressed an amendment to the GM SRP to provide Credited Service for represented salaried employees who are placed on an unpaid International Union Leave of Absence. During these negotiations Management acknowledged that although the 2007 SMA used the term Credited Service, the purpose and intent behind use of that term was to acknowledge continued accrual of pension benefits associated with Credited Service, and that it was the intent of the parties at that time that in the event the Company exercised its right to amend or modify the GM SRP, represented salaried employees on unpaid International Union Leave of Absence would continue to accrue whatever modified or substituted form of pension benefit was provided to represented salaried employees in lieu of benefits associated with Credited Service.

Management agrees that represented salaried employees with a length of service date prior to January 1, 2001 who are placed on an unpaid International Union Leave of Absence have earned and shall earn Eligibility Service during the period of such leave of absence for purposes of eligibility to retire. Management further agrees that represented salaried employees who are placed on an

unpaid International Union Leave of Absence have accrued and shall accrue benefits under the provisions of the GM SRP during such leave under the 1.25% Career Average Base Salary Plan. The employee's salary paid immediately prior to the beginning of such leave of absence shall be used for the purpose of calculating the 1.25% benefit accrued during this period.

The parties agree that nothing within these excerpts from the minutes in any way alters any other provisions of the Company's salaried benefit plans, including the right to amend, modify, or terminate such plans.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpt from the Minutes
Regarding Vacation Shutdown)**

During the course of these negotiations, the Union expressed concern with regard to the scheduling of the annual Vacation Shutdown period and the subsequent notification of the local Shop Committee.

The parties recognize the desirability of providing employees sufficient lead time for vacation planning in the coming year. In that interest, during February of each year, local unit Management will notify the Shop Committee of its decision to schedule all or any portion of the Company's Vacation Shutdown period affecting represented salaried employees at the local unit. Thereafter, Management will make every effort to abide by that early scheduling decision.

Nonetheless, the parties recognize unforeseen circumstances may require subsequent changes in these announced schedules. In such an eventuality, the Shop Committee will be notified as soon as possible. Any concerns relative to the above should be discussed with local management and escalated to the appropriate HR Manager as needed for resolution.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Warranty Work and Maintenance of
Leased and Owned Equipment)**

During these negotiations, the parties had lengthy discussion relative to warranty repairs and the maintenance of leased or owned equipment at General Motors Air Transport Section (GMATS).

The Corporation recognized its responsibilities to advise the Union of the type and duration of warranty work, and will remind Local Management of this obligation, with specific direction to review current warranties on maintenance equipment in the facility that exceed 90 days. In addition, if the bargaining unit has a history of performing repair or maintenance on ground support equipment, the appropriate provisions of Document No. 5 of the Salaried Master Agreement would apply.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Will Preparation)**

During the current negotiations the parties discussed the desirability of employees being adequately prepared for significant life changes.

In that regard, Management advised the Union that salaried employees who participate in Optional Life Insurance through Met Life GVUL, may utilize Will preparation services consistent with current plan provisions.

The parties agree that nothing within these excerpts from the minutes in any way alters any provisions of the Company's salaried benefit plans, including the right to amend, modify, or terminate such plans.

GENERAL MOTORS LLC

October 16, 2019

(Excerpts from the Minutes Regarding Worldwide Facilities Group)

During these negotiations, the parties discussed the impact of Worldwide Facilities Group (WFG) on the GMATS bargaining unit. Management assured the Union that WFG activities would comply with existing provisions of the Salaried Master Agreement as they apply to this unit. The Union was assured that WFG and its supervision will be reminded of their responsibility to be guided by all of the applicable provisions of the current Salaried Master Agreement including, but not limited to, the provisions addressing sourcing and subcontracting. Any problems regarding the above should immediately be brought to the attention of Management.

GENERAL MOTORS LLC

October 16, 2019

**(Excerpts from the Minutes
Regarding Work Life Plus Program for
Represented Salaried Employees)**

During these negotiations, the Union expressed concerns with regard to access to an employee assistance program. The parties recognize the desirability of providing access to confidential professional support and counseling for all salaried employees and eligible dependents. Currently, employee assistance support is made available to all salaried employees through the GM Work Life Plus Program.

NEW

UAW-GM ADMINISTRATIVE LETTER

MEMORANDUM OF UNDERSTANDING

RE: Education/Development Bonus

The Parties agreed during the course of 2019 National Bargaining that GM-UAW Represented Salaried employees in regular active status will be paid a bonus of \$11,000 for continuing education and/or job-related development following ratification of the Master Agreement.

The parties agreed that this fixed payment is not intended as compensation for hours of employment and shall not be included in the regular rate as defined by the Fair Labor Standards Act, in accordance with the exceptions contained in the Act. The parties likewise agree that this payment shall have no roll-up effect on the employee's regular rate of pay or otherwise affect calculations of overtime pay, holiday pay, vacation pay, overtime with premium pay, or pension.

For the International
Union, UAW:

Terry Dittes

For General Motors
LLC:

D. Scott Sandefur

