

Supplemental Agreement

Covering

LIFE AND DISABILITY BENEFIT PROGRAM



Exhibit B
to
AGREEMENT
between
the
UAW
and
GENERAL MOTORS LLC
dated
October 16, 2019

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Supplemental Life and Disability

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EXHIBIT B

SUPPLEMENTAL AGREEMENT

**(Life and Disability
Benefits Program)**

**SUPPLEMENTAL AGREEMENT
(LIFE AND DISABILITY BENEFITS PROGRAM)**

On this 16th day of October 2019, General Motors LLC, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Program

Subject to the approval of its Board of Managers the Company will establish an amended Life and Disability Benefits Program, hereinafter referred to as the "Program", a copy of which is attached hereto as Exhibit B-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Program and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Program to the extent necessary to eliminate such conflict.

In the event that the Program is not approved by the Board of Managers of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

Section 2. Financing

(a) The Company agrees to pay the contributions due from it for the Program in accordance with the terms and provisions of Exhibit B-1.

(b) The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits provided under the Program, except as otherwise may be required by the Employee Retirement Income Security Act of 1974.

(c) Company contributions shall be in accordance with this subsection (c) for Basic Life, Extra Accident and Survivor Income Benefit Insurance continued while on layoff pursuant to the provisions of Article III, Section 2(b) (1) of the Program as follows:

(1) In any month during which the employee is continuously laid off for one of the reasons set forth in Article V, Section 6 of the Program, and with respect to such month receives no earnings from the Company, the Company shall provide continued coverages as set forth in the following Schedule:

**SCHEDULE OF INSURANCE CONTINUANCE FOR
EMPLOYEES LAID OFF
AS DEFINED UNDER THIS PROGRAM**

Years of Seniority* as of Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Will be Continued Without Cost to Employee
Less than 1	0
1 but less than 2	4
2 but less than 3	6
3 but less than 4	8
4 but less than 5	10
5 but less than 10	12
10 and over	24

*For the purpose of this Schedule, Seniority is as defined under Article V, Section 3 of the Program.

(2) With respect to any period of continuous layoff, changes in an employee's seniority subsequent to the date layoff begins shall not change the number of months of Company contributions for which such employee is eligible.

(d) Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the Program.

Section 3. Company Options

The options afforded the Company to provide a plan of benefits supplementary to state plan benefits or to substitute a private plan of benefits for state plan benefits as provided in Sections 4(a) and 4(b), respectively, in Article I of the Program shall not be exercised except by mutual agreement between the Company and the Union.

Section 4. Administration

(a) The Company shall have the responsibility for administration of the Program.

(b) Each year the Company will furnish the Union the following information with respect to coverages provided under Article II of the Program:

(1) number of employees covered for Sickness and Accident, and Extended Disability Benefit coverages, by base hourly rate bracket and by coverage, and total aggregate amount in effect for each such coverage;

(2) separately for Basic Life and Extra Accident Insurance, the number of employees under age 65 insured, by base hourly rate bracket and age, and total aggregate insurance in effect for each such coverage during December of the preceding calendar year;

(3) number of employees age 65 and over insured for Continuing Life Insurance and aggregate insurance in force, by base hourly rate bracket and age, during December of the preceding calendar year;

(4) number of retired employees insured for Basic Life Insurance and Continuing Life Insurance and aggregate insurance in force, by base hourly rate bracket and age, during December of the preceding calendar year;

(5) average number of lives covered for Basic Life, Sickness and Accident, Extended Disability Benefit, and Continuing Life coverages, by coverage, in the preceding calendar year;

(6) unit premiums, total premiums paid, claims paid, increase in claim reserves, and claims incurred, by type of coverage, for the preceding calendar year;

(7) increase in reserves, by type of reserve, during the preceding calendar year and amount of reserves, by types of reserve, at the end of the preceding calendar year;

(8) interest allowed on reserves, expenses and taxes, net cost, refund of excess premiums, and employee contributions, for the preceding calendar year;

(9) separately for Basic Life and Extra Accident Insurance, the number of insured employee deaths by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;

(10) separately for Basic Life and Extra Accident Insurance, the number of insured retired employee deaths by total amount paid (in \$500 brackets), age (in 5 year brackets) and sex of deceased for the preceding calendar year;

(11) number of Survivor Income Benefit Insurance claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits, with the first payment made during the preceding calendar year, by survivor class and by age of survivor at date of employee's death;

(12) for Survivor Income Benefit Insurance claims with the first payment made during the preceding calendar year, the present value at commencement of such claims, separately for such claims which involve transition benefits

B, Sect. 4(b)(12)

only and for such claims which involve both transition and bridge benefits;

(13) for Survivor Income Benefit Insurance claims terminated during the preceding calendar year, the number of claims, the average number of payments made, and total amount paid, by reason of termination (death, marriage, maximum payment, waivers, age), separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;

(14) monthly average number of employees covered for Sickness and Accident Benefits in the preceding calendar year, and number of claims, amount, average duration (including and excluding waiting period), average gross weekly benefit, average weekly amount of Social Security Benefit offset, and average daily benefit of Sickness and Accident Benefit claims closed during the preceding calendar year, by sex. Such information will exclude pregnancy claims and California claims;

(15) number of Sickness and Accident Benefit claims closed during the preceding calendar year, by duration (including and excluding waiting period), type of claim (Illness: hospitalized, non-hospitalized, outpatient surgery for which a benefit of \$25 or more was payable; Accident: hospitalized occupational, hospitalized non-occupational, non-hospitalized occupational, non-hospitalized non-occupational, occupational outpatient surgery for which a benefit of \$25 or more was payable, non-occupational outpatient surgery for which a benefit of \$25 or more was payable), and sex. Such information will exclude pregnancy claims and California claims;

(16) with respect to Extended Disability Benefit claims for which first payment was made during the preceding calendar year, number of claims, average gross monthly benefit, average monthly amount of each benefit offset (pension, workers compensation, Social Security, other), and average net monthly benefit, by sex, age (5-year brackets), and full Years of Participation;

(17) for Extended Disability Benefit claims terminated during the preceding calendar year, the number of claims and the average number of payments made, by reason of termination (recovery, death, age 65, maximum duration, waiver), by age at commencement of benefit (5 year brackets), and sex;

(18) number of employees insured for Optional Life Insurance, by age (5 year brackets) and insurance schedule, during December of the preceding year;

(19) for Optional Life Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(20) for Optional Life Insurance, the number of claims paid by age (5 year brackets) and insurance schedule during the preceding calendar year;

(21) number of employees insured for Dependent Life Insurance, by age (5 year brackets) and insurance schedule, during December of the preceding year;

(22) for Dependent Life Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims,

B, Sect. 4(b)(22)

claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(23) for Dependent Life Insurance, the number of claims paid by employee age (5 year brackets) and insurance schedule (distinguishing between spouse and child), during the preceding calendar year;

(24) number of employees insured for Personal Accident Insurance, by insurance schedule, during December of the preceding year;

(25) number of retired employees insured for Personal Accident Insurance, by insurance schedule, during December of the preceding year;

(26) for Personal Accident Insurance, total premium paid, interest allowed on reserves, expenses and taxes, claims paid, claims pending, liability for unreported claims, claims incurred, premium stabilization reserve, and surplus, at the end of the preceding calendar year;

(27) for Personal Accident Insurance, the number of claims paid by insurance schedule, separately by employees and retired employees, during the preceding calendar year.

(c) A representative of the Company and the Union will review a copy of the Group Insurance contract and any riders or amendments thereto. In the event of any conflict between the provisions of the contract and any riders or amendments thereto and the provisions of this Supplemental Agreement, the Company shall have the Group Insurance contract and any riders or amendments thereto modified so that provisions of such contract document shall be in agreement with the provisions of this Supplemental Agreement.

(d) A Committee composed of an equal number of members designated by the Union and an equal number of members designated by the Company shall be established to study and evaluate the coverages provided under Article II of the Program, to make recommendations to the Carrier, and to implement pilot programs, for the purpose of improving the functioning of such coverages and reducing costs, while continuing to provide the level of the benefits under, and consistent with the intent of, such coverages. In the performance of its duties, this Committee shall consult with and advise representatives of the Carrier providing such coverages and keep the parties to the Collective Bargaining Agreement informed with respect to the problems which arise in the operation of such coverages.

Section 5. Coverages During Union Leave of Absence

(a) An employee who is on leave of absence requested by the Local Union to permit such employee to work for the Local Union may continue, until the date such leave or any extension thereof ceases to be operative, all coverages provided in Article II of the Program. The employee shall pay 50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident and Survivor Income Benefit Insurance, \$5.00 per month for Sickness and Accident and Extended Disability Benefit coverages, and the full cost of Optional and Dependent Life Insurance and Personal Accident Insurance.

(b) An employee who is on leave of absence granted under Paragraph (109a) of the Collective Bargaining Agreement may continue, until the date such leave or any extension thereof ceases to be operative, Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance. The employee shall contribute

B, Sect. 5(b)

50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident and Survivor Income Benefit Insurance, and the full cost of Optional and Dependent Life Insurance and Personal Accident Insurance.

(c) Furthermore, such leaves of absence existing on the applicable effective date of the amended Program for any such employees will not operate to defer the effective dates of any such coverages for such employees under the Program.

Section 6. Coverages Following Loss of Seniority

The provisions of Article III, Section 5(a) to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to:

(a) Paragraphs (64)(c), (64)(d), (111)(a), or (111)(b), all coverages provided under Article II shall cease as of the last day of the month in which seniority is lost;

(b) Paragraph (64)(a) or (64)(b), and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, all coverages provided under Article II shall cease as of the last day of the month in which seniority is lost.

If an employee loses seniority pursuant to Paragraphs (64)(a), (64)(b), (64)(c), (64)(d), (111)(a), or (111)(b) of the Collective Bargaining Agreement, and if such employee is seeking to have seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life, Dependent Life and Personal Accident Insurance provided in Article II

of the Program may be continued while such employee's grievance is pending beyond the periods specified in (a) or (b) above. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for Basic Life, Extra Accident, and Survivor Income Benefit Insurance, and the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

The provisions of Article III, Section 5(a) to the contrary notwithstanding, if an employee loses seniority under the Collective Bargaining Agreement pursuant to Paragraphs (64)(a), (64)(b), (64)(c), (64)(d), (111)(a), or (111)(b), and if such employee has seniority reinstated through the grievance procedure established in the Collective Bargaining Agreement, but is unable to return to work because of disability, and is placed on a Sick Leave of Absence, for purposes of coverages provided under Article II such employee will be deemed to have returned to active work on the last regularly scheduled work day prior to the day such employee would otherwise have returned to work except for such disability.

Section 7. Reinstatement of Sickness and Accident Benefit Coverage During Layoff

(a) Sickness and Accident Benefit coverage shall be reinstated, subject to the modifications set forth herein, for an employee insured for Basic Life Insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Supplemental Unemployment Benefit Plan or who, upon responding to recall from such layoff, is found medically disabled by the plant physician, thereby preventing return to work, or is certified by such employee's physician to be unable to return to work because of disability, and

B, Sect. 7(a)

who was either eligible for a Regular SUBenefit, or a Trade Readjustment Allowance benefit such as those payable under the Trade Act of 1974, or was employed by another employer, immediately prior to becoming disabled.

(b) The provisions of Article II, Section 6 of the Program to the contrary notwithstanding, Sickness and Accident Benefits provided hereunder for an employee who last worked prior to October 1, 1990, shall be payable only if the employee has at least one Credit Unit under the 1987 SUB Plan with respect to each Week (as defined in such SUB Plan) for which Sickness and Accident Benefits are claimed (Credit Units shall be canceled for each Sickness and Accident Benefit payable, in accordance with Article III, Section 4 of the 1987 SUB Plan). No Sickness and Accident Benefit provided hereunder shall be payable for any Week for which the Credit Unit Cancellation Base under such SUB Plan is below the applicable dollar amount at which a SUBenefit is payable in accordance with the employee's seniority as provided under Article II, Section 5(b) of the 1987 SUB Plan.

(c) Such benefits shall be payable effective the later of the day following the last day for which a Regular SUBenefit or a Trade Readjustment Allowance benefit was payable to the employee, or the first day of disability.

(d) The Sickness and Accident Benefit for any Week shall be reduced by the amount of any other disability benefit the employee receives for the same Week under a plan financed in whole or in part by another employer.

(e) Except as specifically modified herein, the payment of reinstated Sickness and Accident Benefits shall be governed by the applicable provisions of the Program with respect to Sickness and Accident Benefit coverage.

(f) Notwithstanding the provisions of Article III, Section 2(c) of the Program, if an employee on layoff becomes wholly and continuously disabled and becomes eligible for reinstated Sickness and Accident Benefits under this Section 7, the Company will continue Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages while the employee remains wholly and continuously disabled, but not to exceed the period for which the employee is eligible to receive Extended Disability Benefits.

Section 8. UAW-GM Impartial Medical Opinion Program

Impartial Medical Opinion programs developed in accordance with the Statement of Intent (Impartial Medical Examination Review Procedure) dated November 19, 1973, which were designed to provide an impartial medical opinion in disputed Sickness and Accident Benefit cases which is final and binding upon the Company, the Union, the Carrier, and the employee, shall continue indefinitely, except that either party to this Agreement has the right to terminate a program effective 90 days after giving written notice of such decision to the other party. In the event a program is terminated, the administrative practices and procedures in effect prior to the establishment of the program for the plant or geographical area affected will be reinstated until a new arrangement is agreed to by the parties.

B, Sect. 8

Examinations requested by the Carrier in accordance with Article II, Section 7(e) of the Program shall be performed, whenever possible, by physicians who have been designated as impartial medical examiners in accordance with agreements made between the Company and the Union pursuant to the Statement of Intent (Impartial Medical Examination Review Procedure) dated November 19, 1973. The opinion of such an examiner with respect to the existence of total disability as defined in Article II, Section 7(a) of the Program shall be final and binding upon the Company, the Union, the Carrier, and the employee.

An employee whose residence is more than thirty (30) miles one way from the office where a medical examiner will perform an examination will be reimbursed, upon request, for miles actually driven from such residence to such physician's office and back, using the most direct route available. Such rate will be based on the Internal Revenue Service (IRS) mileage rate.

A Certificate of Mailing will be obtained from the United States Postal Service whenever a notice is mailed to an employee advising such employee to report for a medical examination in accordance with Article II, Section 6(i)(2) or 7(e) of the Program.

Notwithstanding the provisions of Article II, Sections 6(i)(2) and 7(e) of the Program, the designation of a physician by the Carrier, whenever possible, shall be subject to the provisions of any Impartial Medical Opinion program applicable to the employee to be examined.

Section 9. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

No matter respecting the Program as modified and supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

Section 10. Recovery of Benefit Overpayments

If it is determined that any benefit(s) paid to an employee under a General Motors benefit plan incorporated under the UAW-GM National Agreement or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment.

If the employee fails to repay such amount of overpayment promptly, the Company, on behalf of the applicable benefit plan, shall arrange to recover the amount of such overpayment from any monies then payable, or which may become payable, to the employee in the form of wages or benefits payable under a General Motors benefit plan (excluding the General Motors Hourly-Rate Employees Pension Plan) incorporated under the UAW-GM National Agreement or any Exhibits thereto.

Section 11. Amounts of Life Insurance in States With Insurance Laws Which Conflict With Insurance Policy Provisions

The Basic Life, Optional Life and Dependent Life Insurance Programs shall be administered in compliance with applicable state laws to the extent legally required and to the extent such laws are not preempted by federal law.

Section 12. Payment of Life Insurance Under an Accelerated Benefits Option

(a) *Requirements*

A terminally ill employee or retiree who has a life expectancy not to exceed 12 months, may access a portion of Basic Life Insurance and Optional Life Insurance. An employee or retiree whose dependent spouse is terminally ill and has a life expectancy not to exceed 12 months may access a portion of Dependent Life Insurance. A terminally ill surviving spouse of an employee or retiree, who has a life expectancy not to exceed 12 months, may access a portion of Dependent Life Insurance.

(b) *Eligibility for Benefits*

An employee or retiree is eligible for payment of an accelerated benefit if at the time the employee, retiree or a legal representative applies for the payment, Basic, Optional or Dependent Life Insurance is in effect and the employee or retiree meets the requirements specified in (a) above. A surviving spouse of an employee or retiree is eligible for payment of an accelerated benefit if at the time the surviving spouse or a legal representative applies for the payment,

Dependent Life Insurance is in effect and the surviving spouse meets the requirements specified in (a) above.

(c) *Amount Available for Accelerated Benefit Payment*

The maximum amount of the accelerated benefit for an employee or retiree is 80% of the amount of the Basic Life Insurance and 80% of the amount of Optional Life Insurance in force as of the date the insurance company accepts that all requirements are met. The combined accelerated benefit amounts under Basic and Optional Life Insurance may not exceed \$500,000.

The maximum amount of the accelerated benefit for a dependent spouse or surviving spouse is 80% of the amount of the Dependent Life Insurance in force as of the date the insurance company accepts that all requirements are met.

If Basic Life Insurance will be reduced within twelve months of the date the accelerated benefit is approved, the portion of such payment related to Basic Life Insurance will be limited to 80% of the fully reduced amount of coverage.

Payment of an accelerated benefit will reduce the amount of Basic, Optional or Dependent Life Insurance payable at death. The total of the accelerated benefit payment and the amount payable at death may never exceed the amount which would have been payable without the accelerated benefit provision.

(d) *Exclusions*

An accelerated benefit under Basic Life Insurance will not be payable if (1) all or a portion of an employee's or retiree's Basic Life Insurance is to be paid to a former spouse of the employee as part of a divorce agreement; (2) the employee or retiree is making contributions for Basic Life Insurance; or (3) a totally and permanently disabled employee or retiree is drawing out their life insurance benefits.

An accelerated benefit under Optional Life Insurance will not be payable if all or a portion of an employee's or retiree's Optional Life Insurance is to be paid to a former spouse of the employee as part of a divorce agreement.

An accelerated benefit under Dependent Life Insurance will not be payable to a surviving spouse if such a benefit was paid to the employee or retiree.

(e) *Notice and Proof of Claim*

The benefit will be payable only following receipt of a claim form and certification acceptable to the insurance company from a physician confirming that the employee, retiree or surviving spouse meets the requirements in (a) above.

The insurance company shall have the right and opportunity to have medical examinations of the employee, retiree, dependent spouse or surviving spouse made by a physician or physicians designated by it.

(f) *Payment of Accelerated Benefits*

Accelerated benefits under Basic and Optional Life Insurance are payable only if the employee or retiree is

living when payment is made. Accelerated benefits are payable in a lump-sum. No other payment options are available. Accelerated benefits under Dependent Life Insurance are payable only if the employee, retiree or surviving spouse is living when payment is made.

An employee or retiree may receive an accelerated benefit payment only once under each coverage, regardless of the amount elected. A surviving spouse of an employee or retiree may receive an accelerated benefit payment only once, regardless of the amount elected.

Section 13. Life and Disability Benefits For “In-Progression” Employees

Individuals hired on or after October 16, 2007, designated as “In-Progression” employees, as defined in the 2019 UAW-GM National Agreement, will be eligible for benefits as set forth under this Agreement, except as noted in this Section 13. The provisions of Section 13 shall be effective for all In-Progression employees who are actively at work or on layoff or leave of absence on and after October 28, 2019.

(a) Life Insurance

The amounts of Basic Life Insurance and Extra Accident Insurance to which an employee is entitled during the employee’s period of employment with the Company are \$45,000 and \$22,500, respectively. Three times the scheduled amount of Extra Accident Insurance (\$67,500) may be payable for an occupation-related accidental death.

For an employee age 55 or older with ten or more years of seniority, Basic Life and Extra Accident Insurance will continue following such employee’s separation from employment with the Company. Contributions will not be

B, Sect. 13(a)

required of any such former employee. Effective the date of separation, Basic Life Insurance will reduce to \$15,000 and Extra Accident Insurance will reduce to \$7,500. Survivor Income Benefit Insurance will cease for such a former employee immediately upon termination of employment.

Such a former employee may continue Optional Life, Dependent Life and Personal Accident Insurance following separation from employment with the Company. The former employee must pay the required premiums for any such coverage continued.

(b) Sickness and Accident (S&A) Benefits

(1) Eligibility:

- Sickness and Accident Benefits and Extended Disability coverage for In-Progression employees under the Life and Disability Benefits Program will apply on the day after the employee acquires one year of seniority.

(2) Duration:

- 1 year seniority but less than 3 years seniority - 26 weeks.
- 3 or more years seniority - 52 weeks.

(c) Extended Disability Benefits (EDB)

(1) Duration:

- 1 year seniority but less than 3 years seniority - 13 weeks.
- 3 years seniority but less than 5 years - 26 weeks.
- 5 years seniority but less than 10 years - time for time.

- 10 or more years seniority - maximum 10 years or age 65 whichever comes first.

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

Section 14. Duration of Agreement

This Agreement and Program as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

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

**INTERNATIONAL
UNION, UAW**

GARY JONES
TERRY DITTES
MIKE STONE
BRYAN CZAPE
MICHAEL GLENNING
DAVE SHOEMAKER
ZACHERY ADAMS
JUDITH DAVIDSON
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ELIZABETH WRIGHT
MARK ZAYDEL

EXHIBIT B-1
THE GENERAL MOTORS
LIFE AND DISABILITY
BENEFITS PROGRAM FOR
HOURLY EMPLOYEES

ARTICLE I

ESTABLISHMENT OF LIFE AND DISABILITY BENEFITS PROGRAM, ELIGIBILITY FOR AND EFFECTIVE DATE OF COVERAGES, AND FINANCING AND ADMINISTRATION OF PROGRAM

Section 1. Establishment and Effective Date of Program

(a) *Establishment of Program*

General Motors LLC on behalf of itself and certain of its directly wholly-owned and substantially wholly-owned domestic subsidiaries as are specifically identified in this Plan under Appendix A, (“Subsidiary”), will establish a Life and Disability Benefits Program, hereinafter referred to as the Program, either through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies as set forth in Article II.

(b) *Effective Date of Amended Program*

The Program shall become effective October 28, 2019, except as provided in Article II.

Section 2. Enrollment Options

An eligible employee electing to enroll in the Program must complete an application for the coverages in which such employee elects to participate. An employee may not elect to be covered under Article II without taking all of the coverages (other than Optional Life, Dependent Life and Personal Accident Insurance) thereunder; provided however that an employee electing to be insured for Optional Life,

Dependent Life, and/or Personal Accident Insurance must be insured for Basic Life Insurance described in Article II, Section 2.

Section 3. Eligibility For and Effective Date of Coverage

(a) *Present Employees*

An employee hired prior to October 28, 2019, shall be eligible, and shall automatically become covered except as provided in subsection (f)(2) of this Section:

(1) for Basic Life, Extra Accident, and Survivor Income Benefit Insurance coverages provided under Article II, on that date, and

(2) for Sickness and Accident and Extended Disability Benefit coverages provided under Article II, on that date or, if later, on the first day of the sixth month next following the month in which employment with the Company commences subsequent to such employee's most recent date of hire.

(b) *New Employees*

(1) An employee hired on or after October 28, 2019, shall be eligible for Basic Life, Extra Accident and Survivor Income Benefit Insurance on the first day of employment with the Company, and for Sickness and Accident and Extended Disability Benefit coverages on the first day of the sixth month next following the month in which employment with the Company commences subsequent to such employee's most recent date of hire.

(2) The provisions of subsection (1) above shall not apply, however, to an employee who loses seniority due to a quit from a location where such employee has coverages

in force to become or remain employed at another location. In such case, all coverages under Article II shall become effective on the day next following the date of such loss of seniority, providing the employee is then on the active employment roll at such other location.

(c) *Rehired Employees*

In determining the eligibility for Basic Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit coverages for a re-hired employee who was hired and laid-off before becoming eligible for any or all of such coverages, the initial date of hire shall be deemed to be the “most recent date of hire” provided that the employee is re-hired either within a period not to exceed the period of continuous employment with the Company immediately preceding the employee’s date of layoff, or following a brief, temporary layoff of specified duration such as for model change or inventory.

(d) *Employees Returning to Work*

If an employee’s coverages are discontinued and the employee subsequently returns to work, such employee’s eligibility for coverages under the Program shall be determined under subsections (b) and (c) herein except as follows:

(1) *Employees on Layoff or Leave of Absence*

If an employee’s coverages were discontinued while on a layoff or leave of absence and such employee returns to active work with seniority, the employee shall be eligible for all coverages under this Program immediately on the date the employee returns to active work with the Company.

(2) *Employees Separated From Service Due to a Quit or Discharge*

If separation from service was due to a quit or discharge but the employee is reemployed within 31 days and no individual policy has been issued to the employee in accordance with Article IV, Section 6, the employee shall be eligible immediately on the date the employee returns to active work for all coverages under this Program for which such employee was covered at the time of such quit or discharge.

(3) *Employees Separated From Service for Reasons Other Than Quit or Discharge*

If separation from service was due to a reason other than quit or discharge, and the employee never acquired seniority or seniority was canceled, and the employee returns to active work within a period of 24 consecutive months, the employee shall be eligible for all coverages under this Program for which the employee was covered at the time of such separation immediately on the date the employee returns to active work with the Company.

(4) *Employees Separated From Service Due to Retirement*

If an employee retired under the terms of the General Motors Hourly-Rate Employees Pension Plan returns to active employment with the Company, but does not have seniority reinstated, such employee shall be deemed, solely for purposes of this Program, to have seniority while so employed.

(e) *Employees Returning From Military Leaves of Absence*

Notwithstanding any other provisions of the Program, an employee upon reporting for work from military leave of absence in accordance with the terms of such leave shall be immediately eligible for Basic Life, Extra Accident, and Survivor Income Benefit Insurance as set forth in Article II, for the remainder of the month in which such employee reports available for work.

(f) *Effective Date of Coverages*

(1) An employee shall become covered on each of the dates such employee first becomes eligible as set forth in subsections (b), (c) and (d) of this Section if actively at work on that date and on the date the employee becomes eligible as set forth in subsection (e), and provided the employee has not waived coverage.

(2) If an employee is not actively at work on each of such dates such employee's coverages would otherwise become effective as set forth in subsections (b), (c) and (d) of this Section, the employee becomes covered on the date the employee returns to work provided that date is not more than 24 months later, or if later, the employee has not then broken seniority.

Section 4. Program in States With Disability Benefits Laws

(a) *Not Applicable in States With Laws Providing Such Benefits*

(1) The provisions of this Program pertaining to Sickness and Accident and Extended Disability Benefits shall not be applicable to employees in states having laws

Art. I, 4(a)(1)

which now or hereafter may provide such benefits, under whatever name, for employees who are disabled by non-occupational sickness or accident, or similar disability; and compliance by the Company with such laws shall be deemed full compliance with the provisions of the Program with respect to employees in such states. If such benefits exceed the benefits provided under the Program, the Company may require from employees in such states such contributions as it may deem appropriate for such excess benefits.

(2) In any state where the benefits under such state laws are on a generally lower level than the corresponding benefits under the Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the state plan benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits of the plan provided by the Program in states without such laws.

(b) *Substitution of Applicable Provisions of Program for State Plan*

The provisions of subsection (a) above to the contrary notwithstanding, the Company may, in any state wherein the substitution of a private plan is authorized by the law of such state, modify the provisions of the Program to the extent and in the respects necessary to secure the approval of the appropriate state governing body to substitute the plan provided by the Program in lieu of any plan provided by state law, and upon such modification and approval as a qualified plan, the Company may make the plan provided by the Program available to its employees in such state or states

with such employee contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the Program.

Section 5. Net Costs, Administration of Program and Non-Applicability of Grievance Procedure

(a) *Net Costs*

The Company or a trust shall pay the balance of the net cost of the Program over and above any employee contributions specified in Article III (other than Optional Life, Dependent Life and Personal Accident Insurance), and the cost of benefits as presently provided to General Motors employees under the New York, New Jersey, and California disability benefit laws. The Company or a trust shall also pay any increase in such costs and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name, arising out of any such Program.

(b) *Administration*

(1) The Company shall be responsible for the administration of the Program.

(2) All administrative expenses incurred by the Company to execute the Program shall be borne by the Company.

(c) *Grievance Procedure Not Applicable*

It is understood that the grievance procedure of any Collective Bargaining Agreement between the parties hereto shall not apply to this Program or any insurance contract in connection therewith.

**Section 6. Treatment of Existing Coverages
on Effective Date**

(a) Protection of employees currently covered under Company life and disability benefits plans (except its New Jersey and New York Private Plans) shall be terminated on the effective dates of the provisions of the amended Program as to employees working on such effective dates, and the benefits provided by the Program set forth in Article II shall be in lieu of and substitute for any and all other plans and benefits thereunder providing for insurance or disability benefits or payments to employees or beneficiaries, for death, loss of member, sickness and accident, or extended disability benefits of any kind or nature, in which the Company participates.

(b) All employees currently covered under the Program who are not eligible to become covered on the effective date of the Program, as amended, or to whom any provision of the Program, as amended, is not applicable, shall be covered in accordance with the conditions, provisions, and limitations of the Program as constituted on the date each such employee was last actively at work as if such Program were being continued during the existence of the Program set forth herein.

Notwithstanding the above provision of this subsection (b), the provisions of Article II, Sections 9(d), 10(f) and 11(e) as amended herein, will also apply to all individuals currently eligible for benefits under the provisions of the programs in place when they were last actively at work.

Section 7. Named Fiduciary

The Investment Funds Committee of the Company shall be the named fiduciary with respect to the Plan. The Investment Funds Committee may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974.

ARTICLE II

BASIC LIFE INSURANCE, EXTRA ACCIDENT INSURANCE, SICKNESS AND ACCIDENT BENEFITS, EXTENDED DISABILITY BENEFITS, SURVIVOR INCOME BENEFIT INSURANCE, OPTIONAL LIFE INSURANCE, DEPENDENT LIFE INSURANCE AND PERSONAL ACCIDENT INSURANCE

Section 1. Amount of Basic Life and Extra Accident Insurance

The amount of Basic Life and Extra Accident Insurance shall be as set forth in the following schedule:

**SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE**

Base Hourly Rate	Active Amount		
	Basic Life Insurance	Extra Accident Insurance⁽¹⁾	Total Basic Life and Extra Accident Insurance
Under \$14.30	\$32,500	\$16,250	\$ 48,750
14.30 - 14.64	33,500	16,750	50,250
14.65 - 14.99	34,000	17,000	51,000
15.00 - 15.34	35,000	17,500	52,500
15.35 - 15.69	36,000	18,000	54,000
15.70 - 16.04	36,500	18,250	54,750
16.05 - 16.39	37,500	18,750	56,250
16.40 - 16.74	38,000	19,000	57,000
16.75 - 17.09	38,500	19,250	57,750
17.10 - 17.44	39,500	19,750	59,250
17.45 - 17.79	40,500	20,250	60,750
17.80 - 18.14	41,000	20,500	61,500
18.15 - 18.49	42,500	21,250	63,750
18.50 - 18.84	43,000	21,500	64,500
18.85 - 19.19	44,000	22,000	66,000
19.20 - 19.54	44,500	22,250	66,750
19.55 - 19.89	45,500	22,750	68,250
19.90 - 20.24	46,500	23,250	69,750
20.25 - 20.59	47,000	23,500	70,500
20.60 - 20.94	47,500	23,750	71,250
20.95 - 21.29	48,500	24,250	72,750
21.30 - 21.64	49,000	24,500	73,500
21.65 - 21.99	50,000	25,000	75,000
22.00 - 22.34	50,500	25,250	75,750
22.35 - 22.69	51,500	25,750	77,250
22.70 - 23.04	52,500	26,250	78,750
23.05 - 23.39	53,000	26,500	79,500
23.40 - 23.74	54,000	27,000	81,000
23.75 - 24.09	54,500	27,250	81,750
24.10 - 24.44	55,500	27,750	83,250
24.45 - 24.79	56,500	28,250	84,750
24.80 - 25.14	57,000	28,500	85,500
25.15 - 25.49	58,000	29,000	87,000
25.50 - 25.84	58,500	29,250	87,750
25.85 - 26.19	59,500	29,750	89,250
26.20 - 26.54	60,500	30,250	90,750

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

Base Hourly Rate	Active Amount		
	Basic Life Insurance	Extra Accident Insurance⁽¹⁾	Total Basic Life and Extra Accident Insurance
26.55 - 26.89	61,000	30,500	91,500
26.90 - 27.24	62,000	31,000	93,000
27.25 - 27.59	62,500	31,250	93,750
27.60 - 27.94	63,500	31,750	95,250
27.95 - 28.29	64,500	32,250	96,750
28.30 - 28.64	65,000	32,500	97,500
28.65 - 28.99	66,000	33,000	99,000
29.00 - 29.34	67,500	33,750	101,250
29.35 - 29.69	68,000	34,000	102,000
29.70 - 30.04	69,000	34,500	103,500
30.05 - 30.39	70,000	35,000	105,000
30.40 - 30.74	70,500	35,250	105,750
30.75 - 31.09	71,500	35,750	107,250
31.10 - 31.44	72,000	36,000	108,000
31.45 - 31.79	73,000	36,500	109,500
31.80 - 32.14	74,000	37,000	111,000
32.15 - 32.49	74,500	37,250	111,750
32.50 - 32.84	75,500	37,750	113,250
32.85 - 33.19	76,000	38,000	114,000
33.20 - 33.54	77,000	38,500	115,500
33.55 - 33.89	78,000	39,000	117,000
33.90 - 34.24	78,500	39,250	117,750
34.25 - 34.59	79,500	39,750	119,250
34.60 - 34.94	80,500	40,250	120,750
34.95 - 35.29	81,000	40,500	121,500
35.30 - 35.64	82,000	41,000	123,000
35.65 - 35.99	82,500	41,250	123,750
36.00 - 36.34	83,500	41,750	125,250
36.35 - 36.69	84,500	42,250	126,750
36.70 - 37.04	85,000	42,500	127,500
37.05 - 37.39	86,000	43,000	129,000
37.40 - 37.74	86,500	43,250	129,750
<u>37.75 - 38.09</u>	<u>87,500</u>	<u>43,750</u>	<u>131,250</u>
<u>38.10 - 38.44</u>	<u>88,500</u>	<u>44,250</u>	<u>132,750</u>
<u>38.45 - 38.79</u>	<u>89,000</u>	<u>44,500</u>	<u>133,500</u>
<u>38.80 & Over</u>	<u>90,000</u>	<u>45,000</u>	<u>135,000</u>

⁽¹⁾ Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

Section 2. Basic Life Insurance

(a) Active Amount

The amount of Basic Life Insurance to which an employee is entitled for the Active Amount is as shown in the table in Article II, Section I. The retirement amounts are subject to the provisions of Article II, Section 2(b).

(b) *After Retirement*

(1) For an employee who retires on or after March 1, 2012, effective eighteen months following the employee's retirement date, the amount of the retired employee's Basic Life Insurance in force at the time of retirement shall be the Active Amount reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below;

(i) If the employee has ten or more Years of Participation at retirement, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force at the time of retirement, times the number of Years of Participation, but in no event to less than \$5,000, except as otherwise provided in subsection (b)(2) herein. However, for an employee who retires under the provisions of Article II, Section 3 of the General Motors Hourly-Rate Employees Pension Plan, Basic Life Insurance will in no event reduce to less than \$15,000. In either case, such remaining Continuing Life Insurance will be continued thereafter until the death of the retired employee, subject to the rights reserved to the Company to modify or discontinue this Plan.

(ii) If the employee has less than ten Years of Participation at retirement Basic Life Insurance shall then be discontinued.

(2) An employee who last worked prior to October 28, 2019 but on or after November 15, 1993 and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$5,000. An employee who last worked prior to November 15, 1993, but on or after October 1, 1990, and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$4,500. An employee who last worked prior to October 1, 1990, but on or after October 26, 1987, and otherwise was eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3,500. An employee who last worked prior to October 26, 1987 and was otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3,000, except that for an employee who last worked prior to September 17, 1984 and who, having reached age 60 but not age 65:

(i) recovers from disability, and

(ii) ceases to receive monthly instalment payments for total and permanent disability, and

(iii) does not return to work,

and had Basic Life Insurance revived in an amount which is less than \$3,000, such lesser amount shall be the minimum amount of Continuing Life Insurance.

(3) No employee contributions for Continuing Life Insurance are required after retirement.

(4) Each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance. Notification shall be provided prior to the

Art. II, 2(b)(4)

eighteenth month after the employee's retirement, as well as when the ultimate amount of Continuing Life Insurance is reached.

Section 3. Extra Accident Insurance

(a) Eligibility for Insurance

Extra Accident Insurance is provided while the employee is insured for Basic Life Insurance during active service and while Basic Life Insurance is continued during layoff or leave of absence as specified in Article III, Section 2 and during periods of total disability as set forth in Article III, Section 3, but in no event beyond eighteen months following the employee's retirement date.

(b) Amount of Benefit

If an employee while insured for Extra Accident Insurance sustains accidental bodily injuries which result in death within one year, or loss of hand, foot or sight of eye, within two years, of such injuries, benefits will be paid as specified in the schedule below:

Loss	Amount Payable
Loss of one hand by severance at or above wrist joint or one foot by severance at or above ankle joint or total and irrecoverable loss of sight of one eye.	One-half the amount of Extra Accident Insurance then in force (Article II, Section 1).
Loss of two or more such members, or Loss of life.	The full amount of Extra Accident Insurance then in force (Article II, Section 1).

If loss of life results from accidental bodily injuries caused solely by employment with General Motors Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, the amount payable shall be three times the full amount of Extra Accident Insurance then in force.

For any one accident the maximum amount of this insurance that will be paid shall not exceed the amount of Extra Accident Insurance in force for the employee at the date of the accident; except that in the event of loss of life resulting from an accident caused solely by employment with General Motors Company as set forth in the immediately preceding paragraph, the maximum amount of this insurance that will be paid for such accident shall not exceed three times the amount of such insurance in force for the employee at the date of the accident.

Such benefits are paid provided the death or loss is not caused wholly or partly, directly or indirectly by,

- (1) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- (2) any infection, except infection caused by an external visible wound accidentally sustained, or
- (3) hernia, no matter how or when sustained, or
- (4) war or any act of war, or
- (5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

Notwithstanding the provisions of this subsection (b) and, other than for medical malpractice or other medical errors,

Art. II, 3(b)(5)

a claim for Extra Accident Insurance will not be denied on the basis that a physical illness or infection either (1) contributed to an accidental covered Loss or (2) hastened the occurrence of an accidental covered Loss.

(c) *Notice and Proof of Loss*

(1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.

(2) The insurer shall have the right and opportunity to examine the employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.

(3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

Section 4. Payment of Basic Life Insurance and Extra Accident Insurance

(a) The amount of Basic Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Basic Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee. Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the

same basis as, the Basic Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.

(b) At the written request of the beneficiary, the Basic Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.

(c) If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.

(d) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(e) All insurance is term insurance without cash, loan or paid-up values.

Section 5. Amount of Disability Benefits

The amount of Sickness and Accident and Extended Disability Benefits shall be as set forth in the following schedule:

SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate	Disability Coverage		
	Before Retirement	Monthly Extended Disability Benefit	
		Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ⁽¹⁾	Schedule I
	Under \$14.30	\$340	\$1,250
14.30 - 14.64	345	1,280	1,405
14.65 - 14.99	355	1,310	1,440
15.00 - 15.34	365	1,340	1,475
15.35 - 15.69	375	1,370	1,505
15.70 - 16.04	380	1,405	1,540
16.05 - 16.39	390	1,435	1,575
16.40 - 16.74	400	1,465	1,610
16.75 - 17.09	405	1,495	1,640
17.10 - 17.44	415	1,525	1,675
17.45 - 17.79	425	1,560	1,710
17.80 - 18.14	430	1,590	1,745
18.15 - 18.49	440	1,620	1,780
18.50 - 18.84	450	1,650	1,810
18.85 - 19.19	455	1,680	1,845
19.20 - 19.54	465	1,710	1,880
19.55 - 19.89	475	1,745	1,915
19.90 - 20.24	480	1,775	1,950
20.25 - 20.59	490	1,805	1,980
20.60 - 20.94	500	1,835	2,015
20.95 - 21.29	505	1,865	2,050
21.30 - 21.64	515	1,900	2,085
21.65 - 21.99	525	1,930	2,120
22.00 - 22.34	530	1,960	2,150
22.35 - 22.69	540	1,990	2,185
22.70 - 23.04	550	2,020	2,220
23.05 - 23.39	555	2,055	2,255
23.40 - 23.74	565	2,085	2,290
23.75 - 24.09	575	2,115	2,320
24.10 - 24.44	585	2,145	2,355
24.45 - 24.79	590	2,175	2,390
24.80 - 25.14	600	2,205	2,425
25.15 - 25.49	610	2,240	2,460
25.50 - 25.84	615	2,270	2,490
25.85 - 26.19	625	2,300	2,525
26.20 - 26.54	635	2,330	2,560
26.55 - 26.89	640	2,360	2,595
26.90 - 27.24	650	2,395	2,630
27.25 - 27.59	660	2,425	2,660

SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate	Disability Coverage		
	Before Retirement	Monthly Extended Disability Benefit	
		Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ⁽¹⁾	Schedule I
27.60 - 27.94	665	2,455	2,695
27.95 - 28.29	675	2,485	2,730
28.30 - 28.64	685	2,515	2,765
28.65 - 28.99	690	2,550	2,795
29.00 - 29.34	700	2,580	2,830
29.35 - 29.69	710	2,610	2,865
29.70 - 30.04	715	2,640	2,900
30.05 - 30.39	725	2,670	2,935
30.40 - 30.74	735	2,700	2,965
30.75 - 31.09	740	2,735	3,000
31.10 - 31.44	750	2,765	3,035
31.45 - 31.79	760	2,795	3,070
31.80 - 32.14	765	2,825	3,105
32.15 - 32.49	775	2,855	3,135
32.50 - 32.84	785	2,890	3,170
32.85 - 33.19	795	2,920	3,205
33.20 - 33.54	800	2,950	3,240
33.55 - 33.89	810	2,980	3,275
33.90 - 34.24	820	3,010	3,305
34.25 - 34.59	825	3,045	3,340
34.60 - 34.94	835	3,075	3,375
34.95 - 35.29	845	3,105	3,410
35.30 - 35.64	850	3,135	3,445
35.65 - 35.99	860	3,165	3,475
36.00 - 36.34	870	3,195	3,510
36.35 - 36.69	875	3,230	3,545
36.70 - 37.04	885	3,260	3,580
37.05 - 37.39	895	3,290	3,615
37.40 - 37.74	900	3,320	3,645
<u>37.75 - 38.09</u>	<u>910</u>	<u>3,350</u>	<u>3,680</u>
<u>38.10 - 38.44</u>	<u>920</u>	<u>3,385</u>	<u>3,715</u>
<u>38.45 - 38.79</u>	<u>925</u>	<u>3,415</u>	<u>3,750</u>
<u>38.80 & Over</u>	<u>935</u>	<u>3,445</u>	<u>3,785</u>

⁽¹⁾ Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].

⁽²⁾ Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

Section 6. Sickness and Accident Benefits

(a) *Eligibility for Benefits*

(1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the General Motors Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant

providing it must be a licensed doctor of medicine or osteopathy.

An employee, whether or not in a treatment facility as indicated above, with mental health or substance abuse as a primary diagnosis shall be required to treat with a licensed doctor of medicine or osteopathy, or with a licensed psychiatrist who certifies their total and continuous disability. Any extension or supplemental certification of the initial claim will require certification by a licensed psychiatrist. The provisions of Article II, Section 6(d)(2) will apply. The requirement to be treated by a licensed psychiatrist shall be waived if the employee is under treatment in an approved program for mental health or substance abuse treatment whether inpatient or outpatient.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is under the treatment of a physician assistant, psychologist or nurse practitioner. For such treatment to be acceptable, the physician assistant, psychologist or nurse practitioner must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant, psychologist or nurse practitioner provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

For an employee to be deemed wholly and continuously disabled, such employee must (1) provide medical evidence satisfactory to the Carrier that substantiates total disability, (“Medical Substantiation”). Absent Medical Substantiation the employee’s claim for benefits under the Program will be denied and (2) the employee must not be engaged in any employment or occupation for remuneration or pay which

Art. II, 6(a)(1)

is the same or similar to the employee's job classification duties and which is inconsistent with the employee's disability and/or restriction(s).

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(b) *Duration and Commencement of Benefits*

(1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes. However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives

treatment by a Company Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is payable under a Medical Expense Benefit plan pursuant to the General Motors Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery. In addition, if disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability, the employee is under observation for 24 hours or more in a legally constituted hospital, there shall be no waiting period. Notwithstanding the above, if the employee undergoes an oral or maxillofacial surgical procedure performed by a Doctor of Dental Surgery that is medically substantiated, the waiting period shall not extend beyond the day of surgery.

(c) *Basis for Daily Benefit Payments*

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

(d) *Benefits for More Than One Absence*

(1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) *Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained*

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.

(f) *Occupational Disabilities*

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

(g) *Unemployment Compensation*

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(h) *Social Security*

Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received. For purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

Art. II, 6(h)

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request will result in the suspension of Sickness and Accident Benefit payments until receipt of the authorization.

(i) *Notice and Proof of Claim*

(1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

(2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.

(3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

(j) *Payment of Claim*

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(k) *Waiver*

In order to receive pension benefits under the provisions of the General Motors Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

(a) *Eligibility*

Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such employee is entitled

Art. II, 7(a)

to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(b) *Amount of Benefit*

(1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) All benefits under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed;

(ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972; as amended;

(iii) Disability or Retirement Insurance Benefits (Primary Insurance Amount only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received;

(iv) Benefits under any state or federal law providing benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an

Art. II, 7(b)(2)(iii)

adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b) (1)(i).

(3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The Carrier may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.

(6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(c) *Commencement and Duration of Benefits*

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the

Art. II, 7(c)(2)(i)

month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the end of the month in which the employee attains age 65; and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

Age at Commencement of Disability		Maximum Duration of Extended Disability Benefits
Employee Is	But Less Than	
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

If an employee's return to work with the Company does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which

the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Company, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

(5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

Art. II, 7(c)(6)

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(d) *Rehabilitation*

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) *Proof of Disability*

The Carrier may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining such applicant's initial or continuing disability.

Section 8. Survivor Income Benefit Insurance

(a) *Transition Survivor Income Benefit*

A Transition Survivor Income Benefit in the amount of \$700 per month for up to a maximum of 24 months shall be provided, except that the benefit amount shall be \$375 for any month for which an eligible survivor of the deceased employee is eligible for an unreduced retirement benefit, a survivor's benefit not reduced because of age, or a disability benefit under the Federal Social Security Act as now in effect or as hereafter amended. Such Transition Survivor Income Benefit shall be reduced by an amount equal to the full amount of any monthly benefit payable to a surviving

spouse under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed. For months in which two or more eligible survivors share a Benefit, each survivor's share is computed as a fraction of the Benefit that would be paid to such survivor as a sole survivor, according to the survivor's own eligibility for Social Security benefits. Survivor Income Benefit Insurance shall be in force only while an employee is insured for Extra Accident Insurance under this Article and only while such employee has at least one eligible dependent. Such insurance shall also be provided for an employee retired under the total and permanent disability provisions of the General Motors Hourly-Rate Employees Pension Plan, but only until such employee has attained age 65.

No other retired employee shall be insured hereunder.

(b) *Payment of Transition Survivor Income Benefit*

In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until 24 such payments have been made or, if earlier, until there are no eligible survivors in any Class of eligible survivors. In no event shall the maximum amount payable exceed \$700 for any month or \$16,800 in total. Payments shall be made to the eligible survivor or in equal shares, except as otherwise provided in subsection (a) above, to the eligible survivors in the first of the Classes of survivors set forth in subsection (c) herein in which there is an eligible survivor or survivors.

(c) *Classes of Eligible Survivors*

The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

Class A. The widow of a deceased employee at the time of the employee's death;

Class B. The widower of a deceased employee at the time of the employee's death;

Class C. Any child of the deceased employee who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 26 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death. A child shall cease to be a Class C eligible survivor upon marrying or if not totally and permanently disabled, upon reaching age 26;

Class D. A parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support.

(d) *Sequence of Payments*

Payments shall be made to the eligible survivors as set forth in subsection (c) above in the following order:

(1) *Class A or B Eligible Survivors*

If a Class A or Class B eligible survivor dies prior to the payment of the maximum number of 24 benefit payments,

the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving children who then qualify under Class C or, if there are none, then in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving parents who then qualify under Class D. In no event, however, would any such benefit be paid to a Class C or Class D eligible survivor for any month subsequent to 24 calendar months after the date of death of the insured employee.

(2) *Class C Eligible Survivors*

If, after having qualified under Class C, a child marries, dies, or attains age 26 (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving children who continue to qualify under Class C. After the last child ceases to qualify, any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving parents who then qualify under Class D.

(3) *Class D Eligible Survivors*

If more than one parent qualifies under Class D and either parent dies, any remaining payments shall be payable to the surviving parent.

(4) *No Eligible Survivor*

If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.

(e) *Bridge Survivor Income Benefits for Class A or Class B Eligible Survivors*

There shall also be payable in accordance with the terms and conditions of this subsection to a Class A or Class B eligible survivor, both terms as defined in subsection (c) above, who has received 24 monthly payments of the Transition Survivor Income Benefit provided in subsections (a) and (b) above, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit) of \$700 per month. Such monthly Bridge Survivor Income Benefit shall be reduced by an amount equal to the full amount of any monthly benefit payable to a surviving spouse under any pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed. Such benefit shall be paid as follows:

(f) *Payment of Bridge Survivor Income Benefit*

(1) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid; provided, however, that no benefit shall be payable to a Class A or Class B eligible survivor for any month for which such survivor is eligible, because of the care of a child, to receive Mother's Insurance Benefits or a comparable benefit for a father, whether or not called a Father's Insurance Benefit, under the Federal Social Security Act as now in effect or as hereafter amended.

(2) The Bridge Survivor Income Benefit will cease be paid immediately upon the occurrence of:

(i) the death or remarriage of the Class A or Class B eligible survivor or

(ii) attainment by the Class A or Class B eligible survivor of age 62 (age 62 and one month, if such survivor attains age 62 on or after March 1, 1982, and receives an initial Retirement Benefit which is paid during the second month following the survivor's 62nd birthday) or such lower age at which full Widow's or Widower's Insurance Benefits or Retirement Benefits become payable under the Federal Social Security Act as now in effect or hereafter amended.

(g) *Privilege of Obtaining an Individual Policy of Life Insurance*

The employee shall be entitled to have issued to such employee an individual policy of life insurance in accordance with the provisions set forth in Article IV, Section 6 provided the employee has at least one eligible dependent under any Class at the date of cessation of insurance, the employee's Basic Life Insurance ceases, and the employee applies within 31 days after the date the employee's Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the employee) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the employee had died on the date the employee's insurance ceased. If the employee dies during such 31-day period, whether or not the employee shall have made application for such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

(h) *Non-Alienation*

Except as expressly provided for in Section 10(f) of this Article, no Survivor Income Benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

Section 9. Optional Life Insurance

(a) *Eligibility*

An employee as defined in Article V, Section 1 shall become eligible for Optional Life Insurance on the first day of employment with the Company. Such date shall be referred to hereinafter as the employee's eligibility date.

(b) *Enrollment and Effective Dates*

The employee's Optional Life Insurance shall become effective as set forth below:

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date.

(2) If the employee enrolls within 60 days of the employee's eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.

(3) If the employee enrolls subsequent to the 60th day following the employee's eligibility date, or if the employee becomes insured for Optional Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) below, the employee must furnish evidence satisfactory to the insurance company (i) of the employee's good health, or (ii) that the employee has had an increase in family status because the employee has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the insurance company approves such evidence, provided that in the case of (ii) above, the change in status still is in existence.

If the employee enrolls as indicated in (1), (2), or (3) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Optional Life Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for an employee to become insured initially or for a higher amount of insurance, such employee must be actively at work on the date the insurance or higher amount of insurance otherwise would become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided the employee then is still eligible as set forth in subsection (a) above.

If the employee becomes insured for Optional Life Insurance and later enrolls for a lower amount of insurance as set forth in subsection (c) below, the employee shall become insured for such lower amount of insurance on the

Art. II, 9(b)(3)

first day of the calendar month next following the last month for which the employee contributed for the higher amount, whether or not the employee then is actively at work.

(c) *Amount of Insurance*

An employee may elect one of the following Schedules of Optional Life Insurance:

Amount of Optional Life Insurance

Schedule I	\$10,000
Schedule II	20,000
Schedule III	30,000
Schedule IV	40,000
Schedule V	50,000
Schedule VI	75,000
Schedule VII	100,000
Schedule VIII	125,000
Schedule IX	150,000
Schedule X	175,000
Schedule XI	200,000
Schedule XII	250,000
Schedule XIII	300,000
Schedule XIV	350,000
Schedule XV	400,000
<u>Schedule XVI*</u>	<u>450,000</u>

* Effective March 1, 2020

(d) Contributions

The employee shall contribute the full cost of Optional Life Insurance. Contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under a General Motors benefit plan. The required monthly contribution for each \$1000 of Optional Life Insurance is as set forth in the following schedule, which will remain in effect for the term of the Agreement.

Employee's Age (*)	Monthly Contribution for Each \$1,000 of Insurance
Under 25	\$.050
25 – 29	.060
30 – 34	.080
35 – 39	.090
40 – 44	.100
45 – 49	.169
50 – 54	.291
55 – 59	.461
60 – 64	.827
65 – 69	1.391
70 – 74	2.632
75 – 79	4.888
80 – 84	8.028
85 – 89	12.991
90 – 94	21.044
95 & Over	34.095

(*) Rates during any calendar year will be based on the covered person's age as of December 31 of such year.

(e) Payment of Optional Life Insurance

(1) The amount of Optional Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Optional Life Insurance.

Art. II, 9(e)(2)

(2) At the written request of the beneficiary, Optional Life Insurance shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.

(3) If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.

(4) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(5) This insurance is term insurance without cash, loan or paid-up values.

(f) *Cessation of Insurance*

Optional Life Insurance shall automatically cease on the earliest of the following:

(1) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article.

(2) If the employee fails to make a required contribution for Optional Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(3) The date of discontinuance of Optional Life Insurance under the Plan as defined in Article V, Section 4.

(g) *Conversion Privilege*

(1) Upon written application made to the insurance company within 31 days after the date of cessation of the employee's Optional Life Insurance because of cessation of the employee's Basic Life Insurance in accordance with Article III, Section 5(a), the employee shall be entitled to have issued to such employee by the insurance company, without evidence of insurability, an individual policy of life insurance only, without disability or accidental means death benefits. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or, at the option of the employee, less than) the amount of the employee's Optional Life Insurance under the Plan on the date of cessation of such insurance.

(2) Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the employee dies during such 31 day period, the insurance company shall pay to the employee's beneficiary of record, whether or not the employee shall have made application for such individual policy, the maximum amount of life insurance for which an individual policy could have been issued.

Section 10. Dependent Life Insurance

(a) *Eligibility*

An employee as defined in Article V, Section 1 shall become eligible for Dependent Life Insurance on the first day of employment with the Company. Such date shall be referred to hereinafter as the employee's eligibility date.

(b) *Enrollment and Effective Dates*

If the employee has at least one eligible Dependent as defined in subsection (c) below, the employee may enroll for Dependent Life Insurance and coverage shall become effective as set forth below:

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date, except for the amount of coverage on any Dependent that exceeds \$75,000. The amount of coverage that exceeds \$75,000 will become effective as set forth in (2), below.

(2) If the employee enrolls at any time for an amount of coverage that exceeds \$75,000, the employee must furnish, for each Dependent whose coverage amount exceeds \$75,000, evidence satisfactory to the insurance company of such Dependent's good health. In such case, the amount of insurance that exceeds \$75,000 will become effective on the first day of the calendar month following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), below.

(3) If the employee enrolls within 60 days of the employee's eligibility date, insurance becomes effective on

the first day of the calendar month following the date of enrollment, except for the amount of coverage on any Dependent that exceeds \$75,000. The amount of coverage that exceeds \$75,000 will become effective as set forth in (2), above.

(4) If the employee enrolls subsequent to the 60th day following the employee's eligibility date, or if the employee becomes insured for Dependent Life Insurance and later decides to enroll for higher amounts of insurance as set forth in subsection (d), below, the employee must furnish evidence satisfactory to the insurance company of each Dependent's good health. In such case, insurance will become effective on the first day of the calendar month following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible Dependents, as defined in subsection (c), below. The requirement for such evidence will be waived, however, for an employee who enrolls within 31 days of first acquiring an eligible dependent as defined in subsection (c), below.

If the employee enrolls as indicated in (1), (2), (3) or (4) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Dependent Life Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for Dependent Life Insurance to become effective, the employee must be actively at work on the date insurance would otherwise become effective. If the employee is not actively at work on such date, insurance becomes effective on the date the employee returns to active work, provided the employee still has at least one eligible Dependent as defined in subsection (c), below.

Art. II, 10(b)(4)

If the employee becomes insured for Dependent Life Insurance and later enrolls for lower amounts of insurance as set forth in subsection (d), below, the employee shall become insured for such lower amounts of insurance on the first day of the calendar month next following the last month for which the employee contributed for the higher amounts, whether or not the employee is then actively at work.

(c) *Definition of Dependent*

“Dependent” means

- (a) the employee’s spouse.
- (b) any child

(i) of the employee from the moment of live birth, legal adoption, or legal guardianship. “Live birth” means that the child is born with spontaneous respiration or a heartbeat. Live birth does not include a stillbirth, miscarriage, spontaneous abortion or induced abortion,

- (ii) of the employee’s spouse, or

(iii) who is otherwise related by blood or marriage to the employee and for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee’s most recent income tax

return or who qualifies in the current year for dependency tax status.

A child as defined in (i), (ii), or (iii) is included until the end of the month in which the child attains age 26, or regardless of age if totally and permanently disabled, provided such child became totally and permanently disabled prior to attaining age 26. A totally and permanently disabled child who is 26 years of age or older at the time of a newly eligible employee's enrollment also is included, provided such child became totally and permanently disabled prior to attaining age 26. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

For the purposes of Dependent Life Insurance continued as set forth in subsection (e) below, a child born after the employee's death shall be an eligible Dependent only if such child is the issue of the surviving spouse's marriage to the deceased employee, and was conceived prior to such employee's death. Any such child shall be eligible on the same basis as a child born prior to the employee's death.

The Definition of Dependent used in this Section shall apply to the Dependent Life Insurance and Personal Accident Insurance set forth herein and shall be entirely independent of any such definition used for the Health Care Benefits set forth in the General Motors Health Care Program for Hourly Employees.

(d) Amount of Insurance

The amount of Dependent Life Insurance applicable to each Dependent is as follows:

	AMOUNT OF INSURANCE	
	DEPENDENT	
	SPOUSE	CHILD
Schedule I	\$5,000	\$2,000
Schedule II	\$10,000	\$4,000
Schedule III	\$15,000	\$6,000
Schedule IV	\$20,000	\$8,000
Schedule V	\$25,000	\$10,000
Schedule VI	\$30,000	\$12,000
Schedule VII	\$35,000	\$14,000
Schedule VIII	\$40,000	\$16,000
Schedule IX	\$45,000	\$18,000
Schedule X	\$50,000	\$20,000
Schedule XI	\$60,000	\$24,000
Schedule XII	\$75,000	\$30,000
Schedule XIII	\$100,000	\$40,000
Schedule XIV	\$125,000	\$50,000
<u>Schedule XV*</u>	<u>\$150,000</u>	<u>\$50,000</u>

*Effective March 1, 2020

No increase in the amount of insurance in force on account of any Dependent will occur after the employee's death.

(e) Continuation for Certain Survivors

In the event an employee dies while insured for Dependent Life Insurance, the insurance as set forth in subsection (d) above, may be continued for the surviving spouse of the employee and any Dependent child who continues to be eligible, as set forth in subsection (c), above.

(f) Contributions

The employee shall contribute the full cost of Dependent Life Insurance. Contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under any General Motors benefit plan. The required monthly contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following schedule, which will remain in effect for the term of the Agreement.

<u>Employee's Age (*)</u>	<u>Monthly Contribution for Each \$1,000 of Insurance</u>
<u>Under 25</u>	<u>\$.016</u>
<u>25 – 29</u>	<u>.024</u>
<u>30 – 34</u>	<u>.040</u>
<u>35 – 39</u>	<u>.048</u>
<u>40 – 44</u>	<u>.056</u>
<u>45 – 49</u>	<u>.096</u>
<u>50 – 54</u>	<u>.144</u>
<u>55 – 59</u>	<u>.241</u>
<u>60 – 64</u>	<u>.417</u>
<u>65 – 69</u>	<u>.674</u>
<u>70 – 74</u>	<u>1.283</u>
<u>75 – 79</u>	<u>3.024</u>
<u>80 – 84</u>	<u>5.726</u>
<u>85 – 89</u>	<u>9.271</u>
<u>90 – 94</u>	<u>15.018</u>
<u>95 & Over</u>	<u>24.331</u>

(*) Rates during any calendar year will be based on the employee's age as of December 31 of such year.

Art. II, 10(f)

In the case of Dependent Life Insurance continued after the employee's death, the surviving spouse of the employee shall contribute the full cost of such insurance. Contributions shall be deducted monthly, in advance, from any monies then payable to the surviving spouse under (i) Section 8 of this Article, or (ii) the General Motors Hourly-Rate Employees Pension Plan. However, to continue this insurance when the surviving spouse is not eligible for a benefit under the General Motors Hourly-Rate Employees Pension Plan and the surviving spouse's Bridge Survivor Income Benefit is suspended as set forth in Section 8(f)(1) of this Article because of the surviving spouse's eligibility for certain Social Security benefits, the spouse must make the required contribution, annually and in advance. In either case, the monthly rate of contribution during any calendar year for any such surviving spouse will be determined under the applicable Schedule, based on the progressing age of the surviving spouse as of December 31 of such year.

(g) *Payment of Dependent Life Insurance*

(1) If a Dependent dies from any cause while the employee is insured for Dependent Life Insurance, the amount of such insurance in force on account of the Dependent shall be paid in a lump sum to the employee.

The employee's insurance certificate shall set forth the procedure for payment of insurance in case a Dependent dies subsequent to the death of the employee.

(2) If a Dependent child dies from any cause while Dependent Life Insurance is being continued as set forth in subsection (e), above, the insurance in force on account of the Dependent child shall be paid in a lump sum to the surviving spouse of the employee.

(3) If the surviving spouse of the employee dies from any cause while Dependent Life Insurance is being continued as set forth in subsection (e), above, the insurance in force on account of the surviving spouse shall be paid in a lump sum to the spouse's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse.

(4) The surviving spouse's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of a Dependent.

(5) In no event will more than one claim be paid hereunder on account of the death of any insured person.

(6) This insurance is term insurance without cash, loan or paid-up values.

(h) *Cessation of Insurance*

(1) An employee's Dependent Life Insurance shall automatically cease on the earliest of the following:

(i) The date the employee ceases to have a Dependent as defined in subsection (c), above. The employee must contact the Carrier to request that contribution deductions be terminated.

Art. II, 10(h)(1)(ii)

(ii) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article.

(iii) If the employee fails to make a required contribution for Dependent Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iv) The date of discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4.

(2) Any Dependent Life Insurance continued in accordance with the provisions of subsection (e), above, shall automatically cease on the earliest of the following:

(i) The date of the surviving spouse's remarriage.

(ii) The date the surviving spouse dies.

(iii) If the surviving spouse fails to make a required contribution as set forth in subsection (f), above, when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iv) The date of discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4.

(3) The Dependent Life Insurance on account of any Dependent shall, in any case, automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined in subsection (c) above.

(i) *Conversion Privilege*

Upon written application made by a person to the insurance company within 31 days after the date of cessation of the Dependent Life Insurance on account of such person because of:

(1) cessation of the employee's Basic Life Insurance provided in accordance with Section 2 of this Article, unless such cessation was due to discontinuance of Dependent Life Insurance under the Plan as defined in Article V, Section 4, or

(2) cessation of Dependent Life Insurance in accordance with subsection (h)(2)(i), (iii) and (iv), above, or

(3) such person's ceasing to be a Dependent as defined in subsection (c), above,

such person shall be entitled to have an individual policy of life insurance only, without disability or extra accident insurance, issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which such person belongs and to the form and amount of the individual policy at such person's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of such person less than) the amount of Dependent Life Insurance in force on account of such person on the date of cessation of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during

Art. II, 10(i)(3)

which application for such individual policy may be made. If, however, the person who is entitled to the privilege of obtaining an individual policy of life insurance dies during such 31 day period, the insurance company shall pay benefits in accordance with subsection (g), above, as though insurance had been in force, whether or not application for such individual policy shall have been made, the maximum amount of life insurance for which an individual policy could have been issued. The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

Section 11. Personal Accident Insurance

(a) *Eligibility*

An employee as defined in Article V, Section 1 shall become eligible for Personal Accident Insurance on the employee's own account (Personal coverage) and on account of the employee's family (Family coverage) on the first day of employment with the Company. The date the employee becomes eligible for Personal Accident Insurance shall be referred to hereinafter as the employee's eligibility date.

(b) *Enrollment and Effective Dates*

The employee's Personal Accident Insurance shall become effective as set forth below. The employee may enroll for Family coverage if the employee has at least one eligible Dependent as defined in subsection (c), below.

(1) If the employee enrolls on the employee's eligibility date, insurance becomes effective on the eligibility date.

(2) If the employee enrolls subsequent to the employee's eligibility date, or if the employee becomes insured for Personal Accident Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (d) below, insurance shall become effective on the first day of the calendar month next following the date of enrollment or change.

If the employee enrolls as indicated in (1) or (2) above and is not insured for Basic Life Insurance described in Section 2 of this Article on the date coverage would otherwise become effective, Personal Accident Insurance will become effective on the date Basic Life Insurance becomes effective.

In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work and, for Family coverage, must have at least one eligible Dependent as defined in subsection (c) below, on the date the insurance or higher amount of insurance otherwise would become effective. If the employee is not actively at work on such date, the insurance or higher amount of insurance becomes effective on the date the employee returns to active work, provided for Family coverage only, the employee still has at least one eligible Dependent as defined in subsection (c), below.

If the employee becomes insured for Personal Accident Insurance and later enrolls for a lower amount of insurance as set forth in subsection (d) below, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the month for which the employee last contributed for the higher amount, whether or not the employee then is actively at work.

(c) *Definition of Dependent*

An eligible dependent for purposes of Personal Accident Insurance shall be as defined in Section 10(c) of this Article, except that a child will be covered from the moment of live birth.

No person may be considered a dependent of more than one employee. In the event that Family coverage is elected under this Program by more than one eligible employee, only the amount of insurance elected by the employee with the earlier birthday in the calendar year will be paid. Such payment will satisfy the Program's liability on account of the dependent's death, dismemberment, or other covered loss.

(d) *Amount of Insurance*

(1) *Personal Coverage*

An employee may elect coverage in units of \$10,000, up to a maximum benefit of \$500,000.

(2) *Family Coverage*

An employee may elect coverage in units of \$10,000, up to a maximum benefit of \$500,000.

The amount of Personal Accident Insurance for an employee's spouse is equal to 50% of the employee's coverage amount. The amount of Personal Accident Insurance for a dependent child is equal to 10% of the employee's coverage.

The maximum amount of Personal Accident Insurance in force after the employee retires shall be \$150,000. The maximum amount of Personal Accident Insurance which can

be continued as set forth in (3), below, shall be \$150,000. If an employee is insured for an amount greater than \$150,000, such amount shall be automatically reduced to \$150,000 on the effective date of the employee's retirement or the first day of the month following the employee's death, if applicable.

No increase in the amount of insurance in force on account of any Dependent will occur after the employee's retirement or death.

(3) *Continuation for Survivors*

In the event an employee dies while insured for Family coverage under this Personal Accident Insurance, such insurance as set forth in (2) above, may be continued for the surviving spouse of the employee and any Dependent Child who continues to be eligible, as set forth in subsection (c), above.

(4) *Schedule of Losses*

If the employee, or any covered family member, while insured for Personal Accident Insurance, sustains accidental bodily injuries which result in one of the following losses within 365 days of the accident, the following benefits apply:

Art. II, 11(d)(4)

Loss	Amount Payable
Loss of life	The full amount
Presumption of death benefit for loss of life	The full amount
Loss of both hands or both feet	The full amount
Loss of one hand and one foot	The full amount
Loss of the entire sight of both eyes	The full amount
Loss of speech and hearing	The full amount*
Loss of the entire sight of one eye and one hand or foot	The full amount
Loss of one hand or one foot	1/2 The full amount
Loss of the entire sight of one eye	1/2 The full amount
Loss of speech or hearing	1/2 The full amount*
Loss of thumb and index finger (of the same hand)	1/4 The full amount*

* No benefit amount payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

“Loss”, used with reference to hand or foot, means complete severance through or above the wrist or ankle joint; as used with reference to eye, means irrecoverable loss of the entire sight thereof; as used with reference to speech and hearing, means entire and irrecoverable loss of speech or hearing and as used with reference to thumb and index finger, means complete severance through or above metacarpophalangeal joints.

“Presumption of death” means an assumption will be made that the covered person died as a result of an accidental injury if: (1) the aircraft or other vehicle the covered person was traveling in disappears, sinks, or is wrecked; and (2) the body of the person who disappeared is not found within one year of (i) the date the aircraft or other vehicle was scheduled to arrive at its destination, if traveling

in an aircraft or other vehicle operated by a common carrier; or (ii) the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle.

For each insured individual, only one amount will be paid, the greatest applicable, for all losses sustained as a result of any one injury, except that an additional benefit will be paid as set forth in subsections (7), (8), (9), (11), and (12), below.

(5) “Paralysis” means the loss of use, without severance, of a limb and includes quadriplegia, which is total paralysis of both upper and lower limbs; paraplegia, which is total paralysis of both lower limbs; or hemiplegia, which is total paralysis of upper and lower limbs on one side of the body. This loss must be determined by a physician to be complete and not reversible. Benefits for paralysis for an insured employee, spouse or child are as set forth below:

Paralysis

Quadriplegia	The full amount
Paraplegia	3/4 The full amount
Hemiplegia	1/2 The full amount

(6) *Comatose*

If an insured employee, covered spouse, or covered child becomes comatose within 365 days of the accident, a benefit equal to one percent (1%) of the full amount in force on account of such comatose person shall be payable on the 32nd day of the coma and each month thereafter for a maximum of 100 months, or until death if earlier at which time any balance would be paid. If the covered person regains consciousness, benefits shall cease and coverage for Personal Accident Insurance would resume only upon re-enrollment and payment of premiums.

(7) *Special Education*

If family coverage has been elected and the insured employee suffers a loss of life as a result of a covered accident, an additional benefit in the amount of up to five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year] will be paid for each eligible dependent child enrolled within 365 days of the death of the employee as a full-time student in an accredited college or university.

The benefit will be payable annually for up to four consecutive years providing the eligible child consecutively continues education as a full-time student. Benefits payable beyond the first year require evidence that the child has successfully completed all academic requirements of the prior school year.

No payment will be made for room, board, or other living, traveling, or clothing expenses. If there is no dependent child who qualifies, an additional benefit of \$1000 will be paid to the beneficiary. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(8) *Special Child Care Center*

If family coverage has been elected and the insured employee or insured spouse suffers a loss of life as a result of a covered accident, the beneficiary will receive an additional benefit in the amount of five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year] for up to four years for each eligible child, under the age of 13, enrolled (or who becomes enrolled within 90 days) in a qualified child care center.

If there is no dependent child who qualifies, an additional benefit of \$1000 will be paid to the beneficiary. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(9) *Spousal Occupational Training*

If family coverage has been elected and the insured employee suffers a loss of life as a result of a covered accident, a surviving spouse enrolled in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which the spouse would not have sufficient qualification otherwise, will be reimbursed for expenses actually incurred up to five percent (5%) of the employee's full amount [subject to a maximum of \$6000 per year]. To be reimbursed, such expenses must be reasonable and necessary and must be incurred within three (3) years of the date of the employee's death. No payment will be made for room, board, or other living, traveling, or clothing expenses. No benefit amount is payable following the employee's retirement or under coverage continued by a surviving spouse as set forth in (3), above.

(10) *Common Disaster*

If family coverage has been elected and an insured employee and insured spouse suffer a loss of life in the same covered accident, or separate covered accidents which occur within 48 hours of each other (common disaster), the amount payable by reason of the spouse's death will equal the amount payable by reason of the insured employee's death. The common disaster benefit for the insured employee and insured spouse will not exceed \$1,000,000.

(11) *Seat Belt and Air Bag Benefit*

If an insured employee, covered spouse or covered child suffers a loss of life as a result of a covered accident while in a private passenger car and the covered person's seat belt was properly used, an additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will be paid. An additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will also be payable if an air bag is deployed for the seat which such person occupied and while properly using a seat belt.

(12) *Repatriation Expense Benefit*

If the insured employee, covered spouse or covered child suffers a loss of life as the result of a covered accident, a repatriation benefit of \$2,500 (\$5,000 in the case of a covered accident which occurs on or after January 1, 2004) will be paid for the preparation and transportation of the covered person's body to the city of such person's principal residence, provided the death occurred at least one hundred (100) miles away from such person's principal residence.

(e) *Contributions*

Employees and retirees shall contribute the full cost of Personal Accident Insurance. Employee and retiree contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under a General Motors benefit plan. The required contribution for each \$10,000 of Personal Accident Insurance is as set forth in the following schedules, which will remain in effect for the term of the Agreement.

Prior to Employee's Retirement
Monthly Contribution for Each \$10,000 of Insurance

	Prior to <u>January 1, 2020</u>	Effective <u>January 1, 2020</u>
Personal Coverage	\$ <u>0.46</u>	\$ <u>0.54</u>
Family Coverage	\$ <u>0.58</u>	\$ <u>0.68</u>

After Employee's Retirement
Monthly Contribution for Each \$10,000 of Insurance

	Prior to <u>January 1, 2020</u>	Effective <u>January 1, 2020</u>
Personal Coverage	\$ <u>0.56</u>	\$ <u>0.66</u>
Family Coverage	\$ <u>0.69</u>	\$ <u>0.81</u>

The required contribution for Family coverage is for the employee and the employee's eligible dependents regardless of the number insured.

In the case of Personal Accident Insurance continued after the employee's death, the surviving spouse of the employee shall contribute the full cost of such insurance beginning with the 13th month following the month of the employee's death. Contributions shall be deducted monthly in advance and, where possible, from any monies then payable to the surviving spouse under (i) Section 8 of this Article, or (ii) the General Motors Hourly-Rate Employees Pension Plan. The monthly rate of contribution for any such surviving spouse will be determined as set forth in the schedule applicable to a retiree and will be based on the amount of coverage which would have been in force on the employee, as if living.

(f) Exclusions

In no case shall payment be made for any loss which is contributed to or caused, wholly or partly, directly or indirectly, by:

(1) suicide or self-destruction or any attempt thereat, whether sane or insane;

(2) bodily infirmity, sickness or disease;

(3) medical or surgical treatment (except medical or surgical treatment necessitated only due to an accidental injury);

(4) war, declared or undeclared, or any act of war except while the employee is outside the United States and Puerto Rico on Company assignment or while insured dependents are outside the United States and Puerto Rico because of the employee's assignment;

(5) injury sustained while serving in the armed forces of any country, for which period premiums will be refunded; provided, however, that a member of an Organized Reserve Corps or National Guard Unit shall be covered during short periods of training or participation in public ceremonies;

(6) injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft. This policy covers riding as a passenger but not as an operator or crew member, in or on, boarding or unloading from any aircraft having a current and valid airworthiness certificate or any transport type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by any similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world.

Persons who are not members of the operating crew of any aircraft, who are engaged in testing, measuring, calibrating and similar operations, shall be considered passengers and not crew members;

(7) the insured person's act of aggression or participation in a felonious enterprise.

Notwithstanding the provisions of subsection (d)(4) above and this subsection (f) and, other than for medical malpractice or other medical errors, a claim for Personal Accident Insurance will not be denied on the basis that a physical illness or infection either (1) contributed to an accidental covered Loss or (2) hastened the occurrence of an accidental covered Loss.

(g) *Payment of Personal Accident Insurance*

(1)(a) If the employee dies as a result of accidental death while insured for Personal Accident Insurance and the employee has designated a beneficiary for Personal Accident Insurance, the amount of such insurance in force shall be paid to such beneficiary.

(b) If the employee dies as a result of accidental death while insured for Personal Accident Insurance and the employee has not designated a beneficiary for Personal Accident Insurance, the amount of such insurance in force shall be paid to the beneficiary of record designated by the employee for Basic Life Insurance.

(2) If a covered family member dies as a result of accidental death while insured for Personal Accident Insurance, the amount of such insurance in force on account of the dependent shall be paid to the employee (the employee is the beneficiary for Personal Accident Insurance).

Art. II,11(g)(3)

(3) At the written request of the beneficiary, the Personal Accident Insurance shall be paid either in a lump sum or in installments. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.

(4) If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.

(5) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(6) If the surviving spouse of the employee dies as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection (d)(3), above, the insurance in force on account of the surviving spouse shall be paid in a lump sum to the spouse's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse.

(7) If a dependent child sustains a loss as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection (d)(3), above, the benefit shall be paid to the surviving spouse of the employee.

(8) The surviving spouse's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary

and the procedure for payment of insurance in case there is no beneficiary living at the death of a dependent.

(9) All other indemnities are payable to the employee.

(10) This insurance is term insurance without cash, loan or paid-up values.

(h) *Cessation of Insurance*

(1) The Personal Accident Insurance on account of an employee shall automatically cease on the earliest of the following:

(i) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article except as set forth in subsection (i), below.

(ii) If the employee fails to make a required contribution for Personal Accident Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.

(iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.

(2) The Personal Accident Insurance on account of a covered family member shall automatically cease on the earliest of the following:

(i) On the date of termination of the employee's insurance, for reasons other than death.

Art. II, 11(h)(2)(ii)

(ii) On the date the dependent ceases to be an eligible dependent as defined in subsection (c) above. When the employee no longer has any eligible dependents, the employee must contact the Carrier to request that contribution deductions be terminated for family coverage.

(3) Any Personal Accident Insurance continued in accordance with the provisions of subsection (d)(3), above, shall automatically cease on the earliest of the following:

(i) On the date the dependent ceases to be an eligible dependent as defined in subsection (c), above.

(ii) On the date the surviving spouse remarries.

(iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.

(i) *Continuation After Cessation of Active Work*

(1) *Employee on Leave of Absence*

During the month in which an approved leave of absence commences, an insured employee on such leave will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on an approved leave of absence provided the required contribution is paid to the insurer.

(2) *Employees on Layoff*

During the month in which a layoff commences, an insured employee on such layoff will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on layoff, as set forth in the following schedule provided the required contribution is paid to the insurer.

Years of Seniority on Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Can be Continued
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) *Retirees*

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer monthly and in advance.

**ARTICLE III
CONTINUATION OF COVERAGES,
COMPANY AND EMPLOYEE
CONTRIBUTIONS, AND CESSATION
OF COVERAGES**

Section 1. Employees in Active Service

The Company shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Company, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

**Section 2. Employees on Layoff or Leave of
Absence Other Than for Disability**

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For the first month all coverages provided under Article II will be continued and the Company shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(b) For the next 12 months in case of a layoff (24 months in the case of an employee who has 10 or more years

of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability; only Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued.

(1) For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Company related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Optional and Dependent Life Insurance) continued by a laid-off employee shall be continued without cost to such employee during a specified number of full calendar months of layoff. Company contributions shall commence with the first month after the month in which the Company contributed under the provisions of subsection (a) of this Section.

An employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued in any month of layoff in which such employee is not eligible for such Company contributions. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) For such period in case of a leave of absence other than for disability an employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued by an employee while on layoff for up to 12

Art. III, 2(c)

additional months beyond the last month for which the Company contributed in accordance with subsection (b)(1) of this Section. Employees shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued for such period. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

At the end of any period set forth above except as otherwise provided in this Article, or at any time the employee fails to make the required contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance during such period, the employee's Basic Life, Extra Accident and Survivor Income Benefit Insurance is canceled and the employee is entitled to the conversion privilege as described in Article IV, Section 6.

(d) *Special Provisions*

(1) *Employee Placed on Leave of Absence Other Than for Disability Because of A Clinically Anticipated Disability*

If an employee is granted a leave of absence other than for disability, because of a clinically disability based on the natural course of the employee's diagnosed condition, Sickness and Accident coverage which may have ceased in accordance with subsection (b) above during the period of such leave shall be reinstated, provided the employee is insured for Basic Life Insurance, as of the date the employee presents medical certification from the employee's personal physician, satisfactory to the Carrier, that the employee is totally disabled and shall remain in force on the same basis as set forth in Section 3 of this Article. Commencing with the month in which such Sickness and Accident Benefit coverage is reinstated, the Company shall pay the full

monthly charge for such coverage on the same basis as set forth in Section 3(a) of this Article for an employee on an approved disability leave of absence. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) *Employee Placed on Layoff From Disability Leave of Absence*

For an employee at work on or after March 1, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day such employee reports for work shall be deemed to be the day the employee last works prior to layoff and the coverages to be continued during such layoff will be that for which the employee was covered on the actual day the employee last worked, but only for purposes of this Section 2.

(3) *Employee Placed on Layoff From Military Leave of Absence*

Notwithstanding any other provisions of the Program, if an employee upon reporting for work from military leave of absence in accordance with the terms of such leave is immediately placed on layoff, the day such employee reports for work shall be deemed to be the employee's last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Company contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages under the provisions of the Program applicable to laid-off employees.

Section 3. Disabled Employees

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to disability upon

Art. III, 3

payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For any period during which an employee

(1) shall be entitled to receive Sickness and Accident Benefits, or

(2) is totally and continuously disabled while covered for Sickness and Accident Benefits and such employee remains on an approved disability leave of absence but not to exceed the period equal to the employee's Years of Participation as of the first day of disability,

all the employee's coverages under Article II shall remain in force, except that if an employee's disability leave is canceled because the period of such leave equaled the employee's length of seniority, all the employee's coverages under Article II shall continue to remain in force in any month in which the employee continues to receive Extended Disability Benefits subsequent to such cancellation. The Company shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(b) For an employee at work on or after March 1, 1982 if, within three working days after an employee's disability leave of absence is canceled by the plant because the employee's disability has ceased, the employee is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the employee's coverages under Article II shall remain in force while the employee is so disabled, on the same basis as if the employee had become disabled

while Sickness and Accident coverage was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth under Article II, Section 6(b)(1). The Company shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) An employee who is placed on an approved disability leave of absence from layoff and while not covered for Sickness and Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Company shall pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment with the Company under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

Art. III, 3(d)

The Company shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continue.

(e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

(1) *Employees With Less Than Ten Years of Participation*

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) *Employees With Ten or More Years of Participation*

An employee may continue during such employee's period of continuing total disability up to retirement only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent

Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance and Extra Accident Insurance during retirement shall be determined as set forth in Article II, Section 2(b) and Article II, Section 3(a), respectively. Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Continuation of Insurance

(a) *Insured Employee Between Ages 60 and 65*

An insured employee who ceases active work (other than for quit, discharge or retirement) at or after age 60 and was insured from age 60 to the date such employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more years of credited service at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance for a period of five years by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance.

If the employee does not continue Basic Life Insurance in the manner set forth above, the employee may exercise the conversion privilege described in Article IV, Section 6.

(b) *Insured Employee Retiring With Benefits*

An insured employee with 10 or more years of credited service who retires under the provisions of Article II, Section 1, 2 or 3 of the General Motors Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires shall have only Basic Life and Extra Accident Insurance continued subject to reduction in accordance with Article II, Section 2(b) and Article II, Section 3(a), respectively, except that Survivor Income Benefit Insurance shall be continued to age 65 for any such employee who retires prior to age 65 under the provisions of Article II, Section 3 of such Pension Plan. Contributions shall not be required of any such retired employee.

(c) *Uninsured Employee Retiring With Benefits*

An uninsured employee with 10 or more years of credited service retiring with benefits under the provisions of Article II, Section 1, 2 or 3 of the General Motors Hourly-Rate Employees Pension Plan without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsection (a) above shall become insured, on the first day of the month following the month in which seniority is canceled because of such retirement for the same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction in accordance with Article II, Section 2(b) and Article II, Section 3(a), respectively. Contributions shall not be required of any such retired employee.

Section 5. Cessation of Coverages

(a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

(b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Company.

(c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

(d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:

(1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

(2) the earlier of the expiration of the employee's approved disability leave of absence, or retirement.

Sickness and Accident Benefit coverage may be reinstated only if and when the employee returns to active work for the Company. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident coverage shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

**ARTICLE IV
GENERAL PROVISIONS**

Section 1. Amount of Coverage Depends on Base Hourly Rate

(a) Amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages are determined by the base hourly rate on the date the employee becomes covered under the Program.

(b) If the employee is working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods (or the period of employment, if less) which include and immediately precede the applicable date as set forth in the preceding paragraph is substituted for the base hourly rate specified in the preceding paragraph in determining the amounts of coverage.

(c) Neither base hourly rate nor average earned hourly rate, as used in this Section, shall include overtime or night shift premiums or any Cost-of- Living Allowance.

(d) An employee retired under the General Motors Hourly-Rate Employees Pension Plan, other than on disability retirement, who returns to work while still covered, shall have the amount of such employee's coverages determined on the employee's base hourly rate on the date the employee returns to work, subject to reduction as set forth in Article II, Section 2(b).

Section 2. Amount of Coverage Subsequent to Becoming Covered Under the Program

(a) Subsequent to the date an employee becomes covered under the Program the amounts of Basic Life, Extra Accident, Sickness and Accident and Extended Disability Benefit coverages for which such employee is covered shall be based on the employee's current base hourly rate, except that if the employee is not actively at work on the date when the amount of coverage would change, the employee shall be covered for such changed amount when the employee returns to work.

(b) Changes in amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the employee is then actively at work. If the employee is not actively at work on such date, the change will be effective on the date of the employee's return to work.

(c) Irrespective of the foregoing, in the event of death or commencement of total disability, if an employee's base hourly rate on either of the two quarterly review dates (January 1, April 1, July 1, or October 1) immediately preceding such employee's last day worked [or in the case of an employee working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods in which such employee worked full weeks (or the period of employment, if less) which include and immediately precede the employee's last day worked] would entitle the employee to larger amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages than those which were in effect on the date of death or total disability, payment of benefits shall be on the basis of such larger amounts.

Art. IV, 2(d)

(d) An employee who returns from an occupational disability absence and because of a continuing physical limitation connected with such occupational disability is placed on a job paying a lower base hourly rate than the job such employee held immediately prior to the employee's disability absence, will have amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages determined in accordance with the higher base hourly rate of the employee's former job, as determined by the Schedules of Benefits in Article II, Sections 1 and 5, for as long as the employee receives payments under any applicable Workers Compensation Law in reimbursement for the loss in pay occasioned by such physical limitation.

Section 3. Benefits for Part-Time Employees

For a part-time employee the benefit amounts set forth in Article II, Sections 1, 5, and 8 shall be payable in the same percentage relationship as the established working hours for such employee's job is to 40 hours.

Section 4. Recovery of Benefit Overpayments

(a) If it is determined that any benefit(s) paid to an employee under Article II should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and the employee shall repay the amount of the overpayment to the Carrier; provided, however, that no repayment shall be required if notice has not been given within one year from the date the overpayment was established and the overpayment was caused solely by Carrier error.

(b) If the employee fails to repay such amount of overpayment promptly, the Carrier shall arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under Article II, or may request the Company to make or arrange for an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company, or on the Company's behalf, or otherwise, to the employee in the form of wages or benefits. The Company shall have the right to make or arrange to have made deductions for recovering such overpayments from any such present or future wages or benefits which are or become payable to such employee.

(c) At the direction of the Company, the Carrier shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under Article II for the purpose of recovering overpayments made to an employee under any General Motors employee benefit plan.

Amounts so deducted shall be remitted by the Carrier to the applicable benefit plan. The Carrier, by such remittance, shall be relieved of any further liability with respect to such payments.

(d) If the benefit overpayment is caused by a retroactive award under any state Workers Compensation Law or Act or any Occupational Disease Law or Act and applicable state law allows coordination of benefits resulting in a reduction of such award payable, the Carrier in its sole discretion, may waive part or all of the overpayment in consideration of such benefit coordination.

Section 5. Recovery of Disability Benefit Advances

If the Company makes advances to an employee on account of a claim for disability benefits under the Program and subsequently it is determined that no such benefits are payable or a smaller amount is payable than was anticipated, the employee shall be obligated to repay in cash the amount of such advances or overpayment, as the case may be, upon notice of the amount to be repaid, and, if such repayment is not made within 60 days after request is made by the Company for repayment thereof, the amount may be deducted by the Company from any wages thereafter payable to the employee.

Section 6. Conversion Privilege

(a) Upon written application made to the insurance company within 31 days after the date Basic Life Insurance ceases in accordance with Article III, Section 5(a), the employee shall be entitled to have issued to such employee by the insurance company, without evidence of insurability, an individual policy of life insurance only, without disability or extra accident insurance. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the employee belongs and to the form and amount of the individual policy at the employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the employee less than) the amount of the employee's Basic Life Insurance under the Program on the date specified above. For an employee who is insured for Survivor Income Benefit Insurance on the date

of cancellation of such employee's Basic Life Insurance, the amount of such individual policy may, at the option of the employee, be increased by an amount not to exceed the total amount of monthly Survivor Income Benefit payments that would have been made if the employee had died on the date the employee's insurance ceased.

(b) Any individual policy of life insurance so issued shall become effective at the end of the 31 day period during which application for such individual policy may be made. If, however, the employee dies during such 31 day period, the insurance company shall pay to the employee's beneficiary of record, whether or not the employee shall have made application for such individual policy, the maximum amount of life insurance for which an individual policy could have been issued, excluding any increase in such amount because of Survivor Income Benefit Insurance. In addition, if the employee dies during such 31 day period, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with Article II, Section 8.

ARTICLE V DEFINITIONS

Section 1. Employee

(a) Any person directly employed by the Company or a Subsidiary as a regular hourly-rate employee in the United States, including:

Art. V, 1(a)(1)

- (1) hourly persons employed on a full-time basis;
- (2) hourly persons employed on incentive pay plans;
- (3) students from educational institutions who are enrolled in cooperative training courses on hourly rate; and
- (4) part-time hourly employee who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the services of such employees are normally available for at least half of the employing unit's regular work week.

(b) The term "employee" shall not include

- (1) employees of any wholly-owned or substantially wholly-owned subsidiary of the Company except as their participation in this plan is expressly approved by the Company Board of Managers or its designee for such purposes and as specifically identified in Appendix A;
- (2) employees represented by a labor organization which has not signed an agreement making the Program applicable to such employees;
- (3) leased employees as defined under Section 414(n) of the Internal Revenue Code;
- (4) contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors; or
- (5) temporary employees.

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

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

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

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

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company, but who are not paid as though they were employees of the Company, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

Section 2. Years of Participation

(a) For service prior to September 1, 1950, Years of Participation shall equal the length of service from the continuous plant service date to September 1, 1950, plus additional recognized length of service, if any, as a salaried employee at continuous plant service date. If the employee

Art. V, 2(a)

is represented under a Collective Bargaining Agreement, length of service from continuous plant service date to September 1, 1950 shall be the employee's seniority as defined in such Agreement, at September 1, 1950. Any employee who had contributed under Group Policy 3200 G or 14000 G for Life Insurance coverage prior to September 1, 1950, and prior to such employee's seniority date shall be given credit for Years of Participation for such periods of contribution except that no such period of contribution shall be counted if prior to a period of six months or longer under Policy 3200 G or 24 months or longer under Policy 14000 G during which the employee did not contribute.

(b) For service subsequent to September 1, 1950 and prior to October 1, 1975, Years of Participation shall be the total duration of all periods after September 1, 1950 during which the employee is insured for Life Insurance whether or not the employee's service is continuous for such periods, plus any time spent by the employee on military leave, plus any period during which plus the employee received Total and Permanent Disability Benefits under the Program. After September 1, 1950 and prior to October 1, 1975, any employee who is not insured for Life Insurance under Article II for the whole of a period in excess of 24 consecutive months shall lose Years of Participation for any period prior to a subsequent resumption of coverage, except that there shall be no loss of Years of Participation while the employee's seniority remains unbroken.

(c) Notwithstanding the definition of Years of Participation in subsections (a) and (b) above, prior to October 1, 1975, in the case of any employee under age 65 whose years of credited service accrued prior to the end of the month in which such employee attains age 65 under the General Motors Hourly-Rate Employees Pension

Plan exceed the employee's Years of Participation under the Program, such credited service shall be used for the purposes of such subsections (a) and (b) in lieu of Years of Participation.

(d) For an employee at work on and after October 1, 1975, Years of Participation shall be the sum of:

(1) the greater of such employee's Years of Participation or credited service accrued under the General Motors Hourly-Rate Employees Pension Plan as of September 30, 1975, plus

(2) the employee's credited service accrued under such Plan on and after October 1, 1975.

Section 3. Seniority

Seniority as used in this Program is whichever of the following periods is applicable to the employee.

(a) If the employee is represented under a Collective Bargaining Agreement, the employee's seniority for the purposes of this Program shall be the same as the employee's seniority as defined in such Agreement. However, if the employee has, or has had, seniority in more than one bargaining unit under a Collective Bargaining Agreement, seniority shall mean the longest seniority held in any bargaining unit. If an employee has seniority in one bargaining unit (or is in active service and subsequently acquires seniority in such bargaining unit) at the time the employee's seniority is broken in a second bargaining unit;

Art. V, 3(a)(1)

(1) under the time-for-time provisions of the Collective Bargaining Agreement,

(2) because of a refusal of recall to such second bargaining unit,

(3) because of a quit at such second bargaining unit to respond to recall at another bargaining unit, or

(4) because of a quit at such second bargaining unit to accept placement as a journeyman in another bargaining unit where the employee completed apprentice training, the seniority lost at such second bargaining unit shall be included in the “longest seniority”.

(b) If the employee is non-represented, the employee’s seniority for the purposes of this Program shall be the employee’s unbroken service as defined by rules established by the Company.

(c) If an employee retired under terms of the General Motors Hourly-Rate Employees Pension Plan is rehired, but does not have seniority reinstated, such employee shall be deemed, solely to satisfy the purposes of the Program, to have seniority while so employed.

Section 4. Plan

Plan means that portion of the Program referred to in Article II.

Section 5. Carrier

Carrier as used in this Program means the entity by which coverages are underwritten or benefits are paid. As used in this Program, the term shall include, but is not limited to, the following types of entities:

- (a) an insurance company
- (b) General Motors LLC
- (c) a non-governmental administrative service.

Section 6. Layoff

Layoff means any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a plant or operation, or a layoff occurring or continuing because the employee was unable to do the work offered by the Company although able to perform other work in the plant to which the employee would have been entitled if the employee would have had sufficient seniority.

**MISCELLANEOUS
LIFE AND DISABILITY
BENEFITS PROGRAM
DOCUMENTS**

Items Agreed To
October 16, 2019

As discussed during these negotiations General Motors will implement the following procedures:

1. Subject to the completion of a Reimbursement Agreement form provided by the Company, General Motors Disability Advances shall be paid with respect to all claims for Sickness and Accident Benefits involving an alleged work-related injury when General Motors does not voluntarily accept liability under any Workers Compensation Law or Act for an occupational accident if medical evidence of total and continuous disability, satisfactory to the Carrier, is submitted. Such payments shall cease if the Carrier subsequently finds that the claimant is not eligible for Sickness and Accident Benefits.

2. The Claims Administrator may authorize payment of Sickness and Accident Benefits on a claim previously denied by the Carrier if the claimant submits medical evidence which, in the judgment of the Claims Administrator, would be satisfactory to support payment of the claim.

3. Sickness and Accident Benefits payable after the seventh day of disability involving an alleged accident shall not be delayed pending a determination by the Carrier as to whether benefits are payable for all or part of the first seven days of disability.

4. If a dispute arises with respect to whether Sickness and Accident Benefits are payable for all or part of the first seven days of disability for an alleged accident, and a state governmental agency responsible for administration of

Misc. [Items Agreed To 4]

workers compensation or disability benefits determines that such disability was due to an accident, benefits will be paid in accordance with such determination.

5. The Company will encourage medical examiners under the Impartial Medical Opinion Program to discuss their findings concerning a claimant's disability with the attending physician if there is a question as to the employee's ability to return to work.

6. For purposes of coverages provided under Article II of Exhibit B 1 to the Supplemental Agreement (Life and Disability Benefits Program) between the parties dated October 16, 2019, and the Company contributions for such coverages, an employee who is on an approved vacation in accordance with the provisions of the Collective Bargaining Agreement between the Company and the Union dated October 16, 2019, will be considered to be in active service with earnings from the Company while on such vacation.

7. The following outlines the procedures for reducing Sickness and Accident and Extended Disability Benefits by certain Social Security Benefits as provided in Article II, Sections 6(h) and 7(b)(1)(iii) of the Supplemental Agreement Covering Life and Disability Benefits Program.

(a) In the twenty-fourth week of disability, an employee will be notified of the eligibility requirements for Social Security Disability Insurance Benefits (DIB). The employee will be advised that, effective with the payment for the twenty-sixth week of disability, Sickness and Accident (and monthly Extended Disability) Benefit computations will presume eligibility for DIB except as provided below. The employee will also be advised that, subject to the

employee's completion of a Reimbursement Agreement, the employee may receive unreduced Sickness and Accident (or Extended Disability) Benefit payments, commencing with the twenty-sixth week of disability, while the employee is otherwise eligible. Further, the employee will be instructed that, if the employee's physician anticipates that the employee's disability will not extend beyond twelve months, the employee's physician should complete a statement indicating such a prognosis. Where such a statement is provided, a reduction of Sickness and Accident (or Extended Disability) Benefits, based on presumed eligibility for DIB, will not be instituted in the twenty-sixth week of disability.

(b) In the thirtieth week of disability, any employee whose physician has not completed the statement referenced in (a) above, will be advised to apply for DIB and instructed to complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. An employee's failure to complete the authorization form within two weeks from the date of the notice instructing such employee to do so will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefits equal to the presumed amount of DIB until the employee provides satisfactory proof that the authorization form has been completed. The employee also will be advised that the employee may authorize release of information in the Sickness and Accident (and Extended Disability) Benefit claim files to the Social Security Administration.

(c) By the fifty-second week of disability, an employee must submit to the Carrier a notice of award or disallowance of DIB, as applicable. Failure to do so will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal

Misc. [Items Agreed To, 7(c)]

to the presumed amount of DIB until the employee provides satisfactory proof of such notice. Upon receipt of a notice of award of DIB, Sickness and Accident and Extended Disability Benefits will be reduced as provided in Article II, Sections 6(h) and 7(b)(1)(iii).

(d) Upon receipt of an initial determination of disallowance of DIB, a notice will be sent instructing the employee that within two weeks from the date of the notice the employee must (1) request a Reconsideration, and (2) complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. In the states listed below, employees do not have Reconsideration appeal opportunities, therefore notices will be sent to employees instructing the employee that within two weeks from the date of notice, the employee must file for a Hearing before an administrative law judge of the Social Security Administration and complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. Failure to comply with this instruction, or complete the authorization form, will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee provides satisfactory proof that such request has been filed and the authorization form has been completed.

Non-Reconsideration Appeal States* are:

Alaska
Missouri

*States may be added or deleted, as appropriate.

(e) For those states with Reconsideration appeal opportunities, upon receipt of a Reconsideration determination of disallowance, the Carrier will review the employee's disability claim and will send a notice to the employee instructing the employee that within two weeks from the date of the notice the employee must file for a Hearing before an administrative law judge of the Social Security Administration and complete an authorization form allowing the Social Security Administration to advise the Carrier of its determination. Failure to comply with this instruction will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee provides satisfactory proof that such request has been filed and the authorization form has been completed.

(f) In the event of a Reconsideration or an administrative law judge Hearing determination denying DIB, and provided any subsequent review does not reverse such determination, the employee will not be required to repay any Sickness and Accident (or Extended Disability) Benefits otherwise payable, unless such denial of DIB resulted from the employee's refusal to accept vocational rehabilitation. Where such denial occurs, the employee is obligated to repay Sickness and Accident (and Extended Disability) Benefits in an amount not to exceed the amount of DIB (Primary Insurance Amount only) to which the employee would otherwise have been entitled for the same period or periods of disability.

Misc. [Items Agreed To, 7(g)]

(g) In the event an employee files for a Hearing before an administrative law judge pursuant to instructions issued under subsection (e), above, and the administrative law judge determination denies DIB, an amount equal to any reasonable expenses which an employee incurs in conjunction with the Hearing before the administrative law judge will be paid to the employee by the Carrier upon submission of satisfactory proof of such expenses.

(h) Upon receipt of a notice of award of DIB, any overpayment of Sickness and Accident (or Extended Disability) Benefits caused by the retroactive award of DIB is to be repaid. The amount of the overpayment will be based on the actual amount (Primary Insurance Amount) of such award.

(i) In the event of a DIB award resulting from a Reconsideration or Hearing before an administrative law judge, the amount of Sickness and Accident (and Extended Disability) Benefits to be repaid will be reduced by an amount equal to any attorney fees associated with the award, provided the employee makes such repayment within 30 days of the date the employee is notified of the amount to be repaid. This reduction applies only to attorney fees associated with a successful appeal of a denial of DIB and includes only that portion of the attorney's fee associated with the period of time the employee was entitled to receive Sickness and Accident (and Extended Disability) Benefits. This reduction for such attorney fees may not exceed 25 percent of the repayment due. Attorney fees for services prior to denial of the initial application for DIB will not reduce the amount of repayment due.

(j) As an alternative, or in addition, to the DIB procedures set forth above, the Carrier may authorize an organization to evaluate an employee's claim for DIB and represent the employee in the filing of a claim or an appeal for DIB. The cost of such representation will not be paid by the employee. Failure on the part of an employee to comply, in a timely fashion, with reasonable requests from such an organization in conjunction with its representation of the employee, will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until the employee complies with such requests.

(k) An employee age 65 or older may be entitled to Retirement Benefits as early as the first day of total disability. No reduction of Sickness and Accident Benefits shall be made until the employee provides evidence that the employee is receiving Retirement Benefits.

(l) In addition to the requirements set forth above, the Carrier shall have the right to require the employee to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for DIB. An employee's failure to complete such authorization form within two weeks from the date of the notice informing such employee of such requirement will result in the suspension of an amount of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until such time as the authorization form is completed.

(m) The Carrier shall have the right to require the employee to follow and complete the UAW-FCA-Ford-General Motors Legal Services Plan Sweep process. Failure to agree to such process and complete the required authorizations forms, will result in suspension of an amount

Misc. [Items Agreed To, 7(m)]

of Sickness and Accident (or Extended Disability) Benefit payments equal to the presumed amount of DIB until such time as the authorization process is complete.

8. The local union benefit representative shall be given a copy of the EDB 1 letter which is furnished to an hourly employee in the benefit representative's benefit district during the 48th week of disability.

9. On request, a copy of the employee's initial Extended Disability Benefits approval notice, and any subsequent correspondence concerning the amount of the employee's Extended Disability Benefits shall be given to the local union benefit representative.

10. The local union benefit representative shall be notified promptly of an employee's or retiree's death, the age at death, and the date of death.

GENERAL MOTORS LLC
D. Scott Sandefur
Vice President
GMNA Labor Relations

Date: October 16, 2019

Accepted and Approved:

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

By: Terry Dittes
Date: October 16, 2019

CLAIM APPLICATION PROCEDURE

To receive benefits, an employee (or beneficiary following the death of the employee) must file an application or claim form obtained from the Carrier, in accordance with the instructions provided. Eligibility for benefits will be determined and the claim application will be processed by the Carrier. The employee will be notified of benefits paid or, if the application for benefits is denied in whole or in part, written notice of such denial will be provided within a reasonable time but not later than 90 days (unless special circumstances require an extension), or 45 in the case of a claim for disability benefits (unless special circumstances require an extension), following receipt of the claim application. The notice will include specific reasons for the denial and will refer to the plan provisions upon which the denial is based. The notice will also include a description of any additional information that may be needed if the claim is to be resubmitted and an explanation of the procedure to be followed to have the claim reviewed if the claim has been denied.

PROCEDURE FOR REVIEW OF DENIED CLAIMS

Disability: Appeal of a Denied Claim

To afford employees a means by which they can seek review and possible reconsideration of a disability claim, denied by the Carrier, internal procedures of the Company will provide a procedure as follows:

The employee will have at least 180 days, but in no event more than 210 days following receipt of the formal notification letter from the Carrier by which the employee is advised of the reasons for the denial of the claim, to request in writing to have the claim reviewed. The request for review should be submitted in writing directly to the Carrier. As part of the review, the employee may submit any data or written comments to support the claim. A written decision on the employee's request will be furnished within a reasonable time but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the request for review is received.

This written decision on the review will include specific reasons for the decision and will set forth specific reference to plan provisions upon which the decision is based.

If the employee is not satisfied with the decision of the Carrier under the appeal procedure described above, the Company provides for an additional voluntary level of review as detailed in Steps 1 through 6 described below. As part of the review, the employee may submit any data or written comments to support the claim.

Any decision resulting from this voluntary procedure is intended to be final and binding upon the Company, the Union if applicable, the Carrier and the employee or beneficiary. Pursuant to ERISA, the employee may seek court review subject to the above.

Appeal of Denied Life Insurance Claim and Voluntary Review of Disability Claims

To afford employees a means by which they can seek review and possible reconsideration of a denied claim for life insurance or a further review of a denied claim for disability benefits, internal procedures of General Motors Company will provide a procedure along the following lines:

With respect to claims denied by the Carrier

Step 1. Following receipt of the formal notification letter from the Carrier by which the employee (or beneficiary, following the death of the employee) is advised of the reasons for the denial of the employee's or beneficiary's claim, the employee or beneficiary may request the representative whom the employee's local union has designated to discuss Life and Disability Benefits Program matters to review the reasons for the denial with the management representative.

Step 2. The management representative will review the employee's case with the local union benefit representative. If needed, more details with respect to the reasons for the denial will be obtained from the Carrier by the management representative and, if appropriate, the management representative will advise what, if anything, the employee or beneficiary can do to support the claim for payment of benefits. At this meeting, there will be furnished to the local

Misc. [Denied Claims Procedure, Step 2]

union benefit representative copies of all of the material pertinent to the claim which the Carrier has made available for examination.

Step 3. If, after discussion with the management representative, the local union benefit representative contests the position of the Carrier as reflected by the management representative, the local union representative may refer the case on an appeal form provided for that purpose to the International Union for review with the Company. A copy of such appeal form shall be presented to the management representative.

Step 4. The International Union will notify the Company of its intent to review a case on a Step 4 appeal form provided for such purpose. The Company will request a review by the Carrier and will attempt to resolve the case with the International Union by providing a written answer with respect to the Carrier's determination on such form.

Step 5. If the Company and the International Union are unable to resolve their differences, the Company upon written request of the International Union, will request a review by the Carrier. Such request to the Carrier will be in writing and will incorporate the Union's position. The Carrier review of the claim will be conducted by a committee of three employees of the Carrier, at least one of whom shall be an officer of the Carrier.

Step 6. The Carrier will report to the International Union and to the Company its action as the result of such review.

In conjunction with the additional voluntary level of review for disability claims described above:

(i) The Program waives any right to assert that a claimant has failed to exhaust administrative remedies because the claimant did not elect to submit a benefit dispute to such additional voluntary level of review; and

(ii) The Program agrees that any statute of limitations or other defense based on timeliness is tolled during the time such additional voluntary review is pending.

Information regarding any undue delay in the issuance of a Sickness and Accident Benefit check, in the release of a determination by the Carrier with respect to a suspended claim, lack of coverage, insufficient payment of a claim, or an anticipated claim, may be requested by the local union benefit representative in the same manner as set forth in Steps 1 and 2 of the procedure outlined herein. In such instances, the management representative shall expedite either the benefit check or the Carrier determination, or shall provide the requested information with respect to lack of coverage, insufficient payment of a claim, or an anticipated claim. Any such issue which cannot be resolved locally may be appealed as set forth in Step 4 of the procedure outlined herein.

Joint meetings of representatives of the Company and the International Union with the Carrier may be held at a mutually agreed upon location once every six months for the purpose of reviewing unresolved administrative problems or Life and Disability Benefits Program complaints. The basis for any such meeting shall be an agenda mutually agreed upon by the Company and the Union at least 30 days in advance of a mutually agreed upon meeting date and location.

Statement of Intent

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

1. *Appointment of Benefit Representatives*

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

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

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

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

2. Number of Local Union Benefit Representatives

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

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

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

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

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

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

Misc. [Statement of Intent, 2(g)]

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

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

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

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

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

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

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

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

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

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

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

Misc. [Statement of Intent, 7(d)]

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

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

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

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

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

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

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

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

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

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

APPENDIX A

**Manual Transmissions of Muncie, LLC
(formerly New Venture Gear,
Muncie, Indiana)**

**MISCELLANEOUS
LIFE AND DISABILITY
BENEFITS PROGRAM
LETTERS**

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties agreed that, provisions of the National Agreement between the parties dated October 16, 2019 to the contrary notwithstanding, a laid-off employee who had seniority on the last day of work prior to layoff, and who either broke seniority during the term of the 1979 or subsequent National Agreements, under the provisions of Paragraph 64(e), and who is rehired at the same plant during the term of such 2019 National Agreement, but more than 24 months following such employee's last day worked, and who reacquires seniority and receives an adjusted seniority date upon completion of the employee's probationary period, will have eligibility for coverages and the amount and type of coverages provided under the Life and Disability Benefits Program determined on the basis of such adjusted seniority date, but the effective date of such coverages shall be no earlier than the date on which the employee is actively at work after completing the employee's probationary period.

Misc. [Adjusted Seniority Letter]

For the purpose of determining the effective date of coverages for an employee who had acquired seniority during the term of the 1979 or subsequent National Agreements, the eligibility provisions of the respective Program, rather than the 2019 Program, will apply.

For the purpose of determining eligibility for Basic Life, Extra Accident, Survivor Income Benefit, Sickness and Accident and Extended Disability Benefit coverages, an employee's adjusted seniority date shall be deemed to be such employee's most recent date of hire.

Except as specifically modified herein, the applicable provisions of the Life and Disability Benefits Program shall govern.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

General Motors and the UAW agreed to arrange for the establishment of a single Impartial Medical Opinion (IMO) administrator to schedule all IMO examinations pursuant to Exhibit B, Section 8.

Effective as soon as practicable, such an administrator, mutually agreeable to the parties, will be contracted by the Carrier responsible for administering the Company's disability coverages.

Misc. [IMO Letter]

In any event, either party continues to have the right to terminate either the designated administrator or this arrangement, effective 90 days after giving written notice of such decision to the other party.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the levels of Rate Stabilization Reserves of the Optional and Dependent Life Insurance coverages and the Personal Accident Insurance coverage.

It was agreed, with respect to current reserve levels only, there will be an open enrollment for Dependent Life Insurance. Current participating and non-participating employees can increase or enroll in Dependent Life Insurance with evidence of insurability. The insurance or the increased amount of insurance will become effective on the first day of the calendar month next following the date the insurance company approves the evidence of insurability, provided the employee is actively at work on such date.

Further, it was agreed that, during the term of the Collective Bargaining Agreement Dated October 16, 2019, the Union may request a review of the reserve levels of such coverages at any time. Additionally, in the event the reserves of either Optional and/or Dependent Life Insurance coverages attain

Misc. [Special Enrollment – Dependent Letter]

or exceed eighteen percent (18%) of annual premium, and/or the reserves of Personal Accident Insurance attain or exceed seventy-five percent (75%) of annual premium, General Motors will initiate a review of such reserves with the International UAW.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

This will confirm an understanding between the Company and the Union with respect to the 2019 UAW-GM Life and Disability Benefits Program, incorporated as Exhibit B-1 to the 2019 Collective Bargaining Agreement between the parties, dated as of the date of this letter.

In the event the provisions of the 1987 SUB Plan are reinstated, the applicable provisions of the 1987 UAW-GM Life and Disability Benefits Program (including benefit eligibility, calculation, and duration) shall be reinstated

Misc. [Reinstated Sickness and Accident]

to provide thereunder reinstated Sickness and Accident Benefits for subsequent Weeks of layoff to otherwise eligible employees.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article V, Section 1(a) of the Program, the definition of Employee will include all hourly persons employed by Manual Transmissions of Muncie, LLC, formerly New Venture Gear, Muncie, Indiana.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article V, Section 1(a) of the Program, the definition of Employee will include all hourly persons employed by the Guide Corporation.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the Union requested and the Company agreed that deductions for Optional Life Insurance, Dependent Life Insurance and Personal Accident Insurance coverages will continue to be deducted from S&A, EDB, SUB and pension payments during the term of the 2019 Agreement.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

Misc. [Total Control Account]

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed during these negotiations, it is the intent of the parties to continue, during the term of the Agreement, the MetLife Total Control Account® feature, or a similar arrangement, for any life insurance proceeds payable under the Life and Disability Benefits Program.

Very truly yours,
GENERAL MOTORS LLC
D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

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

The Executive Board – Joint Activities will approve the development and implementation of training education programs. Such training education programs will be developed jointly. Funding for such training education programs, including development cost, travel, lodging and wages of participants shall be paid in accordance with the Memorandum of Understanding-Joint Activities. These programs include, but are not limited to, the following:

- Three joint UAW-GM Benefits Training Conferences will be scheduled upon approval by the parties.

Misc. [Benefits Training and Education]

- Continuing education program will be revised and updated for Union Benefit Representatives, newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.
- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings and materials on legal developments or other special needs.

The Company will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will also pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

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

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive.
2. The parties further agree that the Company provide Local Union Benefit Representatives with GM On-Line computers with access to the appropriate systems required to perform their duties. The parties agree to provide voice mail, email and/or an answering machine at plant locations.

Misc. [Improving Benefits Service Through Technology]

3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and may also be made available by the Company electronically.
4. The parties further agree to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).
5. The parties further agree ongoing discussions to enhance the information available through the disability administrator's web-based tool to provide Local Union Benefit Representatives and Alternates information regarding leaves of absence.

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

Very truly yours,
GENERAL MOTORS LLC
D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties agreed that employees will be given an opportunity to enroll for or to increase the amount of Optional Life Insurance coverage with no evidence of insurability.

Employees who are actively employed and are current participants may select a one-level increase in the amount of Optional Life Insurance coverage in force without providing evidence of insurability.

Employees who are actively employed but are not currently participating may enroll in Schedule I of Optional Life Insurance without providing evidence of insurability.

Employees who are actively employed and are current participants may elect greater than a one-level increase in the amount of Optional Life Insurance coverage in force by providing evidence of insurability. Employees who are actively employed but are not currently participating may

Misc. [Special Enrollment – Optional Life Insurance and Beneficiary Solicitation]

enroll in any schedule of Optional Life Insurance above Schedule I by providing evidence of insurability.

The insurance or the increased amount of insurance will become effective on the first day of the calendar month next following the date the employee elects such insurance, provided the employee is actively at work on such date and the amount of insurance does not exceed Schedule I for non-participants or one additional level of coverage for current participants. The amount of insurance that exceeds these amounts will become effective on the first day of the calendar month next following the date the insurance company approves the evidence of insurability, provided the employee is actively at work on such date.

The parties also agreed that a beneficiary solicitation will be performed during the Special Enrollment for employees who are actively employed. A beneficiary solicitation will also be performed for retired employees at a later time agreed upon by the parties.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the Procedure for Review of Denied Claims.

The parties agreed to incorporate a meeting into Step 5 of the Procedure at which representatives of the International Union, the Company and the Carrier will review and discuss the claim under consideration.

Following such meeting, a committee of employees of the Carrier, as presently provided in Step 5, will review all pertinent information regarding the claim, including all facts and issues discussed in the meeting, and render a decision.

Misc. [Procedure for Review of Denied Claims]

The Carrier's decision will be reported to the International Union and the Company in accordance with Step 6 of the Procedure.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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AUTOMOBILE, AEROSPACE AND
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WORKERS OF AMERICA, UAW

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed pending changes in the appeal process for Social Security Disability Insurance Benefit (DIB) claims. The Social Security Administration has announced plans for a pilot in all or a portion of ten states. Under such pilot program, the Social Security Administration will eliminate the Reconsideration level in the current appeal process and add (at the discretion of the initial claims examiner) a claimant conference to the initial application review level.

In regard to such changes, the Parties agreed that implementation of this pilot program, and possible future expansion of these changes, necessitates a revision to the procedures set forth in Miscellaneous [Items Agreed To, 7(d) and (e)]. The Parties further agreed, where no Reconsideration level is available, the claimant will be encouraged to participate in any conference offered by the Social Security Administration as part of the initial application process. As outlined in the current DIB

Misc. [Change in Appeal Process for SSDIB Claims]

procedures referenced above, the Carrier will determine if the claimant is required to file for a hearing before an Administrative Law Judge following an initial determination of disallowance.

If the final process revisions released by the Social Security Administration or any future changes vary substantively from those assumed in this letter or from the process set forth in Miscellaneous [Items Agreed To, 7], the parties will meet to determine any required action.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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AUTOMOBILE, AEROSPACE AND
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WORKERS OF AMERICA, UAW

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

The parties recognize that a relatively small number of physicians promote overuse and inappropriate utilization of the disability benefits programs primarily by certifying that an employee is disabled under certain circumstances and for periods of time that are generally not consistent or compatible with the total disability certification issued by physicians generally.

In a joint effort to minimize inappropriate use of disability benefits, the parties agree to the following arrangements:

A Committee composed of one or two members designated by the Coordinator of the GM Department, International Union, UAW, and one or two members designated by the Company will meet as required to:

Develop a list of physicians who, based on mutually satisfactory criteria, show a pattern of certifying disability under circumstances that differ noticeably from those that generally appear in the Program.

Misc. [Inappropriate Utilization of Disability Benefits]

Certification of total disability from a physician on the list approved by the Committee will no longer be regarded as proof of disability. A physician may be added to or deleted from the list by the Committee. Disability benefits shall not be denied to an employee unless it is established that the employee was notified that a certification of disability from a physician on the list would not be regarded as due proof of disability. In addition, any certification from such physician will not be recognized by the Company for purposes of excused absences.

The foregoing arrangements will not alter the eligibility and benefit plan requirements and/or Exhibit B, with respect to disability benefits or carrier claim administration.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

Effective August 1, 2009, the parties initiated a pilot process for the review and disposition of a sample of disability claims. In this pilot process, for an employee to be deemed to be wholly and continuously disabled under the provisions of Article II, Section 6(a) the employee must provide medical evidence, satisfactory to the Carrier (third party administrator) that substantiates total disability, i.e. medical substantiation. Absent medical information that substantiates total disability, the employee's claim for benefits under the Program will be denied.

This pilot applies to the following locations: Orion Assembly Center, Spring Hill Manufacturing, Arlington Assembly Center, Romulus Powertrain, Flint Metal Fabricating, Lockport and Mansfield Metal Fabricating. The denial of any claim under the process described above will be subject to The Procedure for the Review of Denied Claims with expedited review at the third step with a member of GM Employee Benefits staff and the International UAW staff. The review of the claim will be facilitated by the

Misc. [Medical Substantiation]

Carrier's nurse professional who was not involved in the initial disposition of the claim. In addition, the Carrier will facilitate obtaining a peer to peer opinion at this step of the review. The Parties will meet to discuss these claims at least monthly.

For any final claim disposition that cannot be resolved by the parties, the parties agree to schedule an Impartial Medical Opinion (IMO) exam. The parties will agree to the disability determination of the IMO. If the employee has returned to work, the parties agree to a subsequent peer to peer opinion.

Effective October 28, 2019, this letter agreement is extended and will include medical substantiation as a pilot under Article II, Section 7(a) for all locations. The parties agree to meet and review the pilot as needed, to discuss any administrative issues or concerns.

Very truly yours,
GENERAL MOTORS LLC
D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed issues regarding the Impartial Medical Opinion (IMO) process with respect to procedures followed when an employee attempts to return to work following an IMO examination in which the employee was found able to work. As a result of such discussions, the parties agreed that for the period of the National Agreement, in those instances where, following an IMO examination which found the employee able to work, the Plant Medical Director (PMD) will not allow the employee to return to work (deferral), the following will apply.

- The Plant Medical Director (PMD) will promptly notify the GM Benefits & Services Center (GMBSC) of the deferral, the basis for the deferral and the period of the deferral. The GMBSC will continue the payment of Sickness and Accident (S&A) or Extended Disability Benefits (EDB) from the date of the IMO examination only for the period the deferral remains in place.

Misc. [Plant Deferral Following IMO "Able" Examination]

- During a period of such deferral, the employee shall not be subject to the IMO procedure with regard to the condition for which the PMD deferred the employee.
- In the event an employee is deferred, subsequently released for work by their personal physician for the condition(s) which caused the deferral, and upon reporting for work is again deferred, paragraph 43(b) of the National Agreement may be employed to resolve a dispute over their ability to work.

Additional issues regarding the above which may arise during the period of the National Agreement will be discussed and resolved by the parties.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed possible improvements in the Sickness and Accident (S&A) and Extended Disability (EDB) Programs. In this regard, the parties agree to meet, discuss and review the disability claim forms. Any change to the claim forms would only be by mutual agreement.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the need to reduce overpayments, especially those generated by retroactive Social Security Disability Insurance Benefit (SSDIB) Awards. In that regard, the parties agreed to add language to the plan to carve a presumed amount of SSDIB in the fifty- second week of disability if the employee does not provide satisfactory proof of either an award or denial.

The fifty-second week of disability was agreed upon based on current SSDIB processing time lines. The parties agreed to review this provision if there is a significant change in the Social Security processing time lines which makes the 52nd week requirement unreasonable. If such situation arises, the parties will review, discuss and agree as to whether any changes regarding the timing of this requirement are necessary.

In addition, if the employee demonstrates timely and full compliance with the Social Security application procedures and any delay beyond the fifty-second week is primarily the fault of the Social Security Administration, then upon notice of denial of DIB by the Social Security Administration, the amount of the presumed carve will be paid.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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October 16, 2019

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, it was agreed that the parties would review and discuss offering Extended Disability Benefit (EDB) buy-outs for certain hourly employees. The parties agreed they would meet as soon as possible to discuss the methodology and administrative concerns of such buy-outs. EDB buy-outs would not be offered without mutual consent by the parties.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, it was agreed to continue discussion regarding the optional, fully employee-paid long-term disability insurance for employees. Employees will be able to pay for the coverage via Electronic Funds Transfer (EFT). The parties will discuss the opportunity for payroll deductions and an open enrollment. The parties will meet

Misc. [Optional Employee Paid Extended Disability Benefits Coverage]

to discuss guidelines of such self-paid disability program and an implementation plan.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed issues regarding the interpretation of “sustains accidental bodily injuries” under the Extra Accident and Personal Accident Insurance Plans. As a result, management and the insurance Carrier discussed and reached agreement with respect to losses under these Plans that occur on or after the effective date of this agreement. It was agreed that the Carrier would no longer deny payment of a claim solely because it was determined that the loss resulted from an injury or death in

Misc. [Interpretation of Exclusion Under the Extra Accident and Personal Accident Insurance Plans]

which alcohol or the use of legal drugs for bona fide medical reasons was involved.

Very truly yours,
GENERAL MOTORS LLC
D. Scott Sandefur
Vice President
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Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the need for certification by a licensed psychiatrist for disability claim extension purposes. The parties also discussed the issue of the availability of Psychiatric appointments in order for employees to obtain timely disability certification. Therefore, for employees who are disabled as the result of a mental health or substance abuse diagnosis, the parties agree to allow the initial treating and certifying physician to continue to certify while the employee is awaiting a Psychiatric evaluation.

In order to meet the above requirement, the employee must provide the Carrier before the end of the original claim certification date, information to support the fact that such employee has made an appointment with a licensed Psychiatrist for the purposes of disability certification. If necessary, the Carrier may validate such appointment with the Psychiatrist's office.

Misc. [Certification by a Psychiatrist for Claim Extensions]

For disability payment purposes, all other plan requirements must be met.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed during negotiations, the parties agreed to remove all benefit plan provisions providing eligibility for same-sex domestic partners and their children due to the recent Supreme Court decision in Obergefell v. Hodges legalizing same-sex marriage throughout the United States, which eliminated the need for such provisions.

The GM benefit plans have historically provided eligibility for same-sex domestic partners in jurisdictions that did not recognize same-sex marriage. Should the Obergefell decision be overruled or revised, the parties agree that they will meet to assure that same-sex domestic partners and their children continue to be eligible for coverage as they had in the 2011 benefit plan agreements prior to the Obergefell v. Hodges decision.

Misc. (Same Sex Domestic Partners)

The parties also discussed that same-sex domestic partners and their children would be treated as dependents as defined in the 2011 Supplemental Agreements covering the Benefit Plans between the UAW and GM until December 31, 2016. The parties agree that if issues arise that cause it to be necessary to extend such date, the date will be extended to June 30, 2017 or other mutually agreeable date. With respect to Dependent Life Insurance and or Survivor Income Benefit Insurance (SIBI), such agreement will include incurred claims related to deaths that occurred through and including either December 31, 2016 or June 30, 2017, as applicable. With respect to the Health Care Program, such agreement will include incurred claims that occurred through and including either December 31, 2016 or June 30, 2017, as applicable.

In addition, in the event of the primary enrollee's death, through and including either December 31, 2016 or June 30, 2017, a surviving domestic partner will be provided continuation opportunities comparable to a similarly situated surviving spouse. Under no circumstances will the privileges afforded a domestic partner exceed those of a similarly situated spouse.

Employees who are having their wages grossed up to compensate for imputed income on the value of health care for their same-sex domestic partner coverage will continue to have their wages grossed up until December 31, 2016 or June 30, 2017, as appropriate.

Misc. (Same Sex Domestic Partners)

The benefit plans impacted by this agreement include the Pension Plan, Life and Disability Benefits Program, Health Care Program, Profit Sharing Plan, Personal Savings Plan, Supplemental Unemployment Benefit Plan Section, Dependent Care Reimbursement Plan, and Flexible Spending Account Health Care Reimbursement Plan.

Very truly yours,
GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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By: Terry Dittes

