

Supplemental Agreement

Covering

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN



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

Supplemental Agreement

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EXHIBIT D
SUPPLEMENTAL AGREEMENT
(SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN)

**SUPPLEMENTAL AGREEMENT
SUPPLEMENTAL
UNEMPLOYMENT BENEFIT PLAN**

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, UAW, 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. Continuation and Amendment of Plan

The Company maintains this Plan on behalf of itself and certain of its domestic subsidiaries that are approved by the Company Board of Managers for inclusion and as specifically identified on Appendix A to this Plan.

(a) This Agreement shall become effective on the first Monday immediately following the effective date of the Collective Bargaining Agreement of which this Agreement is a part.

(b) The Supplemental Unemployment Benefit Plan which was attached as Exhibit D-1 to the Supplemental Agreement (Supplemental Unemployment Benefit Plan) between the parties dated October 25, 2015, shall be amended effective as of October 28, 2019, except as otherwise specified in this Agreement and the Plan and maintained by the Company as amended for the duration of the Collective Bargaining Agreement of which this Agreement is a part subject to the terms and conditions of the Supplemental Unemployment Benefit Plan attached to this Agreement as Exhibit D-1.

(c) Provision for payment of Benefits and Separation Payments under the Supplemental Unemployment Benefit Plan which was attached as Exhibit D-1 to the 2015 Supplemental Agreement (Supplemental Unemployment Benefit Plan) between the parties dated October 25, 2015, shall continue in full force and effect in accordance with the conditions, provisions, and limitations of such Supplemental Unemployment Benefit Plan, as constituted, for Weeks prior to October 28, 2019. Benefits or Separation Payments paid or payable (or denied) under the Supplemental Unemployment Benefit Plan for Weeks commencing on or after the effective date of this Agreement shall reflect amendments to the Supplemental Unemployment Benefit Plan which are provided for in Section 1 of this Agreement and incorporated in Exhibit D-1 hereof. In the event revisions in the Plan are made in accordance with subsection 5(d) of this Agreement which require adjustments of payments of Benefits and Separation Payments made previously under the Plan incorporated in Exhibit D- 1 hereof, such adjustments will be made within a reasonable time. No such adjustments (or payment) will be made in Benefits for Weeks commencing prior to, or in Separation Payments paid prior to, the effective date of this Agreement.

**Section 2. Termination of Plan prior to
Expiration Date**

In the event that the Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement so that the Company's obligation to contribute to the Plan shall cease entirely, the parties thereupon shall negotiate for a period of 60 days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute under the Plan; if no agreement with respect thereto shall be reached at the end of such period, there shall

be a general wage increase in the amount of the basic contribution rate then in effect, but not less than 22¢ per hour to all hourly-rate employees then covered by the Collective Bargaining Agreement which shall be applied to the base rates and incentive rates, as the case may be, in the same manner that the general increase is made applicable under Paragraph 98(a) of the Collective Bargaining Agreement, and effective as of the date of such termination.

Section 3. Obligations During Term of Agreement

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan, or this Agreement; or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section 2 of this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.

Section 4. Term of Agreement: Notice to Modify or Terminate

This Agreement and Plan shall remain in full force and effect without change until the termination of the Collective Bargaining Agreement of which this is a part.

Section 5. Governmental Rulings

(a) The amendments to the Plan provided for in Section 1 of this Agreement and incorporated in Exhibit D-1 hereof and which shall be implemented for Weeks beginning on or after the effective date of this Agreement shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company, if such rulings are deemed necessary by the Company, from the United States Internal Revenue Service and the United States Department of Labor holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that:

(1) the Plan qualifies for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code; and

(2) no part of any payments made by the Company under the Plan are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee:

provided, however, that if the rulings referred to in this subsection (a) are unfavorable, and are unfavorable because of provisions of the Plan, as amended, regarding Automatic Short Week Benefits, this fact shall not delay the effective date of the other amendments to the Plan.

(b) In the event that any ruling described in subsection (a) above as to the provisions of the Plan, as amended, regarding Automatic Short Week Benefits is not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company; or in the event that any state, by legislation or by administrative ruling or court decision, in the opinion of the Company: (i) does not permit Supplementation solely because of the provisions of

the Plan, as amended, regarding Automatic Short Week Benefits, or (ii) in determining State System waiting week credit or benefits for a week, fails to treat as wages or remuneration, as defined in the law of the applicable State System, the amount of any Automatic Short Week Benefit paid for a Week which has one or more days in common with such State System week; or (iii) permits an Employee to start a waiting week or a benefit week under the law of the State System within a Week for which the Employee's Compensated or Available Hours, plus the hours for which an Automatic Short Week Benefit was paid to the Employee, total at least 40; then, but in the latter cases only with respect to Employees in such state:

(1) The Supplemental Unemployment Benefit Plan shall be amended to delete such provisions of the Plan which are the subject of such ruling, legislation, or court decision;

(2) Automatic Short Week Benefits which would have been payable in accordance with such deleted provisions of the Plan shall be provided under a separate plan or plans incorporating as closely as possible the same terms as the deleted provisions;

(3) Automatic Short Week Benefits which may become payable under such separate plan or plans shall be paid by the Company.

(c) If considered necessary, the Company shall apply promptly to the appropriate agencies for the rulings described in subsection (a) of this Section.

(d) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the Director of the General Motors Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which

shall be necessary to obtain or maintain any of the rulings referred to in subsection (a) of this Section 5. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in Exhibit D-1.

Section 6. 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 recover the amount of such overpayment immediately 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 7. 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 in the provisions of the Memorandum of Understanding, UAW-GM Wage & Benefit Agreement for Employees In-Progression, provided in the 2019 National Agreement.

Section 8. Duration of Agreement

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
CHRIS GALLAGHER
LEE JONES
FRANK MOULTRIE
RICK O'DONNELL
MONICA BRADFORD
AMIE COVILLE
BRIAN FREDLINE
CARMEN GIARDINA
BRIAN GROSNICKLE
SHEILA JOHNSON-TOINS
STEVE LONG
TERRIEA MARTIN
JOHN SZAFRANSKI
TED KRUMM
MIKE PLATER
KENNETH FOUNTAIN
MICHAEL MCCLAIN
MIKE BRANCH
ANTHONY CHEATHAMS
ALAN CHAMBLISS
MATT COLLINS
EARL FULLER
CHUCK HERR
JEFF KING
ED SMITH
JASON BEARDSLEY
JOANNE BONNER
BARRY CAMPBELL
DEBBIE CHAMBERLAIN
TIM COBB
MICHAEL COX

**GENERAL MOTORS
LLC**

MARY BARRA
MARK REUSS
BARRY ENGLE
GERALD JOHNSON
CRAIG GLIDDEN
PHILIP R. KIENLE
D. SCOTT SANDEFUR
DAVID COLASINSKI
MARK POLGLAZE
ANN CATHCART CHAPLIN
AMIE NOLAN-NEEDHAM
DOUG HANLY
JOHN URBANIC
HOLLY GEORGELL
JOHN HATER
ANITA RIDDLE JOHNSON
MIKE KENERSON
CAROL J. PARR
DON RICH
DAVID TAYLOR
DAVE WENNER
MATTHEW E. YORK
MICHELLE ANTCZAK-HEALEY
CHRIS BARCLAY
DAVID BARNAS
MICHELLE BARTLETT
SHAWN BONACORSI
THOMAS BRAUN
JACQUELYN BROUSSEAU
JOSHUA D. BROWN
DOUG BRYANT
ROSIE BUSH
PAMELA BUTLER
MONIQUE CALLAHAN-JACKSON
DERRICK CAMPBELL
RANDI CAREY
KIM CARPENTER
TRICIA COLBECK
KIMBERLY CUSHING

**INTERNATIONAL
UNION, UAW**

NICOLE CURRENT
SEAN D'ANGELO
LYNETTE DANIELS
STEVE GAJEWSKI
ROBERT GLANTON
DWAYNE HAWKINS
JAMES HOLTON
DERIK JEWELL
JUSTIN A. JEWELL
CONNIE LEAK
ART LUNA
DAVE MATTHEWS
TODD MCDANIEL
SAL MORANA
CHRISTINE MOROSKI
CANDICE MORRISON
ANDREA MORROW
DEBBIE POLLACK
DAN REYES
LEO SKUDLAREK II
MATT SLADE
PATRICK SWEENEY
DOUG TAYLOR
RICK TOLDO
JEFF WALKER
RON WALKER
CHRIS WEBB
OTEN WYATT

**GENERAL MOTORS
LLC**

TAMMI DEWILDT
KIM DILWORTH
AMANDA DOHERTY
SUSAN DOHERTY
KRISTYN DONALDSON
DANIELLE DOTTER
KENT EATON
CAROL FLIPPEN, MD
JODI FULTZ
RANDALL S. GALLINGER
SHANNON GEDERT
LAURA GEISZ
FRED GERSDORFF
MELISSA GODDARD
KATHLEEN GRACE
SABRINA HALE
STEVE HOLLAND
KIMBERLY HOWE
TOM IRELAND
DEBORAH JACKSON
FRED JACKSON
MANISH JAIN
TOM JOHANNES
SANDRA KACZMAREK
DON KARPINSKI
ANNA KIRICHENKO
DAWN KOPACZ
STEPHEN KRAJCARSKI
ELIZABETH LAMARRA
SONJYA LEWIS-SHELLS
JENNIFER MACKENZIE
JOANNE MADDEN
JOHN MARCUM
RICK MASTERS
DENISE MCDONALD
DAUN MILLER
ANN MILLIGAN
CHERYL MURRAY

**INTERNATIONAL
UNION, UAW**

**GENERAL MOTORS
LLC**

KELLEN MYERS
DEBRA NICHOLSON
DIRK OVERDICK-ROTH
JILL OWEN
MICHELLE PASSINO
SHERMAN PERKINS
BRIAN PFAFF
BETH POYNTER
WENDI REA
TAMI READ
STEVE RIES
AMANDA REUSS
JOY RICHARDS
SHARON RIZZO
HILARY ROSS
STEPHEN M. ROSS
STEVEN ROSS
CLARA SANCHEZ
MIKE SANOCKI
GREG SCHAEFFER
CHRISTINE SCHMITT
MATT SEDLARIK
JEFF SETZKE
POONAM SINGH
CRAIG SPECKMANN
MATTHEW STEVENS
SHARON M. STEWART, MD
DEREK STRONG
PENNY THOMAS
LEXI SCOTT WATTON
BRETT WESTERFIELD
JASON WILLIAMS
JACLYN WILLS
GREG WOMMER
ELIZABETH WRIGHT
MARK ZAYDEL

EXHIBIT D-1
SUPPLEMENTAL
UNEMPLOYMENT BENEFIT PLAN

ARTICLE I ELIGIBILITY OF BENEFITS

Section 1. Eligibility for a Regular Benefit and a Transition Support Program Benefit

An Employee shall be eligible for a Regular Benefit or a Transition Support Program Benefit for any Week beginning on or after the effective date of this Plan, if with respect to such Week the Employee:

(a) was on a qualifying layoff, as described in Section 3 of this Article, for all or part of the Week.

Traditional Employees placed on a qualifying, indefinite layoff shall be eligible for Regular Benefits or Transition Support Program Benefits based on durations described in Article III, Section 1.

In-Progression employees placed on a qualifying, indefinite layoff shall be eligible for Regular Benefits based on durations described in Article III, Section 1.

(b) received a State System Benefit not currently under protest by the Company or was ineligible for a State System Benefit only for one or more of the following reasons:

(1) the Employee did not have prior to layoff a sufficient period of employment or earnings covered by the State System;

(2) exhaustion of State System Benefit rights;

(3) (i) except in New York State, the amount of pay from the Company and from any other employer(s) plus the amount of unearned pay

applicable to hours of work made available by the Company but not worked for the Week equaled or exceeded the amount which disqualifies the Employee for a State System Benefit or “waiting week” credit; and

(ii) in New York State only, the amount of pay from the Company and from any other employer(s) equaled or exceeded the amount which disqualifies the Employee for a State System Benefit or “waiting week” credit; or the number of days within the Week during which the Employee worked (for the Company and for any other employer(s)) plus the number of other days within the Week during which work was made available by the Company but not worked, was 4 or more; or

(iii) because the Employee was employed full time by an employer, other than the Company;

(4) the Employee was serving a State System “waiting week” while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (4) shall not apply to model change, plant rearrangement or inventory layoffs;

(5) the Employee was on a qualifying layoff and the Week served was a “waiting week” under the State System.

(6) the Employee refused a Company work offer which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of this Article;

(7) the Employee was on layoff because the Employee was unable to do work offered by the Company while able to do other work in the Plant to

which the Employee would have been entitled if the Employee had had sufficient seniority;

(8) the Employee failed to claim a State System Benefit and the Employee's pay received or receivable from the Company for the Week was less than the amount which disqualifies the Employee for a State System Benefit but was not less than such amount minus \$2;

(9) the Employee was receiving pay for military service with respect to a period following release from active duty therein; or was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit or was on short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency;

(10) the Employee was entitled to retirement or disability benefits which the Employee received or could have received while working full time;

(11) the Employee was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny the Employee a Benefit; or

(12) because of disciplinary reasons or for any of the circumstances set forth under Section 3(b)(2) (i) or Section 3(b)(4) of this Article which existed during only part of a week of unemployment under the applicable State System.

(c) has met any registration and reporting requirements of an employment office of the applicable State System, except that this subsection does not apply to an Employee (i) who was ineligible for a State System Benefit or "waiting week" credit for the Week

only because of the Employee's period of work or amount of pay; (ii) who failed to claim a State System Benefit when Company pay was less than the amount which disqualifies the Employee for a State System Benefit but was not less than such amount minus \$2; or (iii) who was ineligible for a State System Benefit because the Employee was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency; as specified, respectively in items (3), (8), and (9) of subsection 1(b) above;

(d) had at least 1 Year of Seniority as of the Employee's last day worked prior to qualifying layoff;

(e) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom the Employee has greater seniority than with the Company);

(f) was not eligible for an Automatic Short Week Benefit;

(g) qualifies for a Benefit of at least \$2;

(h) has made a Benefit application in accordance with procedures established by the Company hereunder and, if ineligible for a State System Benefit only for the reason set forth in item of subsection 1(b) of this Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the state employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available

suitable work of which the Employee has been notified by the employment service or by the Company.

Section 2. Eligibility for an Automatic Short Week Benefit

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any Week beginning on or after the effective date of this Plan, if:

(1) during such Week the Employee had less than 40 Compensated or Available Hours and

(i) performed some work for the Company, or

(ii) for such Week received some jury duty pay, bereavement pay or military pay from the Company, or

(iii) for such Week, received only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(2) the Employee had at least 1 Year of Seniority as of the last day of the Week (or during some part of such Week had at least 1 Year of Seniority and broke Seniority by reason of death or retirement under the provisions of the General Motors Hourly-Rate Employees Pension Plan);

(3) the Employee was on a qualifying layoff, as described in Section 3 of this Article, for some part of the Week, or was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement or short term active duty of 30 days or less because the Employee was called to active service

in the National Guard by state or federal authorities in case of public emergency during the Week and during all or part of such period the Employee would otherwise have been on qualifying layoff under this Plan.

(b) No application for an Automatic Short Week Benefit will be required of an Employee. However, if an Employee believes an Automatic Short Week Benefit is payable for a Week and such Employee does not receive a Benefit on the date when such Benefits for such Week are paid, the Employee may file written application therefore within 60 calendar days after such date. In case the Employee worked in more than one Plant in the Week, the Employee may apply at the Plant at which the Employee last worked.

(c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Plan for that Week.

Section 3. Conditions With Respect to Layoff

(a) A layoff for the purposes of this Plan includes 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 had had sufficient Seniority.

(b) An Employee's layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:

- (1) such layoff was from the Bargaining Unit;

(2) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Plant or Plants, or any dispute of any kind involving Employees or other persons employed by the Company and represented by the Union whether at a Company Plant or Plants or elsewhere,

(ii) any fault attributable to the Employee,

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) sabotage (including but not limited to arson) or insurrection, or

(v) any act of God; provided, however, this subsection (v) shall not apply to any Short Work Week or to the first 2 consecutive full Weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;

(3) with respect to such Week, or any prior Week during the Employee's same continuous period of layoff from the Company, the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement and did not refuse an offer by the Company of other available work in the same Plant (or at another Plant in the same labor market area as defined in the Collective Bargaining Agreement) which the Employee had (or would have had) no option to refuse under the Local Seniority Agreement(s) of the Bargaining Unit(s) in which the Employee had Seniority, or did not refuse or fail to appear for a Company employment interview or related physical examination (unless with advance

notice of Good Cause). If the offer of work or refusal or failure to appear for a Company employment interview or related physical examination occurred within the Employee's Appendix A-Area Hire area and was during the first 4 full Weeks of layoff, any disqualification for Benefits will apply only to the Week with respect to which the Employee refused the Company job offer and will not apply to a refusal or failure to appear for such interview or physical examination.

However, refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in ineligibility for a Benefit;

(4) with respect to such Week the Employee was not eligible for and was not claiming:

(i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which the Employee received or could have received while working full time, and except a lost time benefit which the Employee received under a Workers' Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident or other disability benefit under the Life and Disability Benefits Program); or

(ii) any Company pension or retirement benefit and

(5) with respect to such Week the Employee was not in military service (other than short term active duty of 30 days or less, including required military training, in a National Guard, Reserve or similar unit) or on a military leave.

(c) If an Employee is on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit and is ineligible under the Collective Bargaining Agreement for pay from the Company for all or part of such period solely because the Employee would be on a qualifying layoff but for such active duty, the Employee will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two Regular Benefits in a calendar year, provided, however, that this two Regular Benefit limitation shall not apply to short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency.

(d) If, with respect to some but not all of the Employee's regular work days in a Week, an Employee is ineligible for a Benefit by reason of subparagraph (b) (2) or (b)(4) of this Section (and is otherwise eligible for a Benefit), or if, with respect to some but not all of the Employee's days of qualifying layoff in a Week, the Employee is eligible for a Leveling Week Benefit, the Employee will be entitled to a reduced Benefit payment as provided in Section 1(b) of Article II.

(e) If an Employee on a qualifying layoff does not file an application for "Area Hire" under the provisions of Appendix A of the Collective Bargaining Agreement, the Plant shall place the Employee's name on the "Area Hire List" as of the Monday immediately following the Employee's 4th consecutive full Week of layoff from the Company. If, while on such "Area Hire List", the Employee refuses a Company job offer or employment interview/physical examination with what is determined by the Company to be advance notice of Good Cause (as provided under Section 3(b)(3) of this Article), the Employee will be retained on the "Area Hire List".

(f) If an Employee enters the Armed Services of the United States directly from the employ of the Company, the Employee shall while in such service be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any Benefit. This Section shall not affect the payment of Benefits to any Employee referred to in Section 3(c) of Article I.

(g) An Employee who attempts to return to work from sick leave of absence or military leave on or after the effective date of this Plan and for whom there is no work available in line with the Employee's Seniority and who is placed on layoff status, shall be deemed to have been "at work" on or after the effective date of this Plan.

(h) If, with respect to a Week, or with respect to any prior Week during the Employee's same continuous period of layoff from the Company, the Employee willfully misrepresents any material fact in connection with the Employee's application for Benefits under the Plan, the Employee shall be suspended from receiving Benefits for all Weeks of layoff thereafter during the same continuous period of layoff from the Company. Once the employee fully repays the overpayment associated with the willful misrepresentation, the suspension from receiving Benefits for all Weeks of layoff during the same continuous period of layoff will be overturned.

Section 4. Disputed Claims for State System Benefits

(a) With respect to any Week for which an Employee has applied for a Benefit and for which the Employee:

(1) has been denied a State System Benefit, and the denial is being protested by the Employee through the procedure provided therefor under the State System, or

(2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System and such protest has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Benefit under the Plan except for such denial, or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to the Employee.

ARTICLE II AMOUNT OF BENEFITS

Section 1. Regular Benefits and Transition Support Program Benefits

(a) The Regular Benefit payable to an eligible Employee for any full Week beginning on or after the effective date of this Plan shall be an amount which, when added to the Employee's State Benefit and Other Compensation, will equal, on average, the amount outlined in the Regular Benefit Table provided. Such Benefit shall not exceed \$200 for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (2) or (6) of Section 1(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available

Art. II, 1(a)

work at the same Plant or at another Plant in the same labor market area (as defined in Section 3(b)(3) of Article I); except that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in the application of the maximum provided for in this paragraph.

Regular Benefit Table
Base Hourly Wage

Regular SUBenefit*

Under		\$ 14.30				\$ 423.28
\$ 14.31	-	\$ 14.50		\$ 423.58	-	\$ 429.20
\$ 14.51	-	\$ 14.70		\$ 429.50	-	\$ 435.12
\$ 14.71	-	\$ 14.90		\$ 435.42	-	\$ 441.04
\$ 14.91	-	\$ 15.10		\$ 441.34	-	\$ 446.96
\$ 15.11	-	\$ 15.30		\$ 447.26	-	\$ 452.88
\$ 15.31	-	\$ 15.50		\$ 453.18	-	\$ 458.80
\$ 15.51	-	\$ 15.70		\$ 459.10	-	\$ 464.72
\$ 15.71	-	\$ 15.90		\$ 465.02	-	\$ 470.64
\$ 15.91	-	\$ 16.10		\$ 470.94	-	\$ 476.56
\$ 16.11	-	\$ 16.30		\$ 476.86	-	\$ 482.48
\$ 16.31	-	\$ 16.50		\$ 482.78	-	\$ 488.40
\$ 16.51	-	\$ 16.70		\$ 488.70	-	\$ 494.32
\$ 16.71	-	\$ 16.90		\$ 494.62	-	\$ 500.24
\$ 16.91	-	\$ 17.10		\$ 500.54	-	\$ 506.16
\$ 17.11	-	\$ 17.30		\$ 506.46	-	\$ 512.08
\$ 17.31	-	\$ 17.50		\$ 512.38	-	\$ 518.00
\$ 17.51	-	\$ 17.70		\$ 518.30	-	\$ 523.92
\$ 17.71	-	\$ 17.90		\$ 524.22	-	\$ 529.84
\$ 17.91	-	\$ 18.10		\$ 530.14	-	\$ 535.76
\$ 18.11	-	\$ 18.30		\$ 536.06	-	\$ 541.68
\$ 18.31	-	\$ 18.50		\$ 541.98	-	\$ 547.60
\$ 18.51	-	\$ 18.70		\$ 547.90	-	\$ 553.52
\$ 18.71	-	\$ 18.90		\$ 553.82	-	\$ 559.44
\$ 18.91	-	\$ 19.10		\$ 559.74	-	\$ 565.36
\$ 19.11	-	\$ 19.30		\$ 565.66	-	\$ 571.28
\$ 19.31	-	\$ 19.50		\$ 571.58	-	\$ 577.20
\$ 19.51	-	\$ 19.70		\$ 577.50	-	\$ 583.12
\$ 19.71	-	\$ 19.90		\$ 583.42	-	\$ 589.04
\$ 19.91	-	\$ 20.10		\$ 589.34	-	\$ 594.96
\$ 20.11	-	\$ 20.30		\$ 595.26	-	\$ 600.88
\$ 20.31	-	\$ 20.50		\$ 601.18	-	\$ 606.80
\$ 20.51	-	\$ 20.70		\$ 607.10	-	\$ 612.72
\$ 20.71	-	\$ 20.90		\$ 613.02	-	\$ 618.64
\$ 20.91	-	\$ 21.10		\$ 618.94	-	\$ 624.56
\$ 21.11	-	\$ 21.30		\$ 624.86	-	\$ 630.48
\$ 21.31	-	\$ 21.50		\$ 630.78	-	\$ 636.40
\$ 21.51	-	\$ 21.70		\$ 636.70	-	\$ 642.32
\$ 21.71	-	\$ 21.90		\$ 642.62	-	\$ 648.24
\$ 21.91	-	\$ 22.10		\$ 648.54	-	\$ 654.16
\$ 22.11	-	\$ 22.30		\$ 654.46	-	\$ 660.08
\$ 22.31	-	\$ 22.50		\$ 660.38	-	\$ 666.00
\$ 22.51	-	\$ 22.70		\$ 666.30	-	\$ 671.92
\$ 22.71	-	\$ 22.90		\$ 672.22	-	\$ 677.84
\$ 22.91	-	\$ 23.10		\$ 678.14	-	\$ 683.76
\$ 23.11	-	\$ 23.30		\$ 684.06	-	\$ 689.68

* Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

Art. II, 1(a)

Regular Benefit Table
Base Hourly Wage

Regular SUBenefit*

\$ 23.31	-	\$ 23.50		\$ 689.98	-	\$ 695.60
\$ 23.51	-	\$ 23.70		\$ 695.90	-	\$ 701.52
\$ 23.71	-	\$ 23.90		\$ 701.82	-	\$ 707.44
\$ 23.91	-	\$ 24.10		\$ 707.74	-	\$ 713.36
\$ 24.11	-	\$ 24.30		\$ 713.66	-	\$ 719.28
\$ 24.31	-	\$ 24.50		\$ 719.58	-	\$ 725.20
\$ 24.51	-	\$ 24.70		\$ 725.50	-	\$ 731.12
\$ 24.71	-	\$ 24.90		\$ 731.42	-	\$ 737.04
\$ 24.91	-	\$ 25.10		\$ 737.34	-	\$ 742.96
\$ 25.11	-	\$ 25.30		\$ 743.26	-	\$ 748.88
\$ 25.31	-	\$ 25.50		\$ 749.18	-	\$ 754.80
\$ 25.51	-	\$ 25.70		\$ 755.10	-	\$ 760.72
\$ 25.71	-	\$ 25.90		\$ 761.02	-	\$ 766.64
\$ 25.91	-	\$ 26.10		\$ 766.94	-	\$ 772.56
\$ 26.11	-	\$ 26.30		\$ 772.86	-	\$ 778.48
\$ 26.31	-	\$ 26.50		\$ 778.78	-	\$ 784.40
\$ 26.51	-	\$ 26.70		\$ 784.70	-	\$ 790.32
\$ 26.71	-	\$ 26.90		\$ 790.62	-	\$ 796.24
\$ 26.91	-	\$ 27.10		\$ 796.54	-	\$ 802.16
\$ 27.11	-	\$ 27.30		\$ 802.46	-	\$ 808.08
\$ 27.31	-	\$ 27.50		\$ 808.38	-	\$ 814.00
\$ 27.51	-	\$ 27.70		\$ 814.30	-	\$ 819.92
\$ 27.71	-	\$ 27.90		\$ 820.22	-	\$ 825.84
\$ 27.91	-	\$ 28.10		\$ 826.14	-	\$ 831.76
\$ 28.11	-	\$ 28.30		\$ 832.06	-	\$ 837.68
\$ 28.31	-	\$ 28.50		\$ 837.98	-	\$ 843.60
\$ 28.51	-	\$ 28.70		\$ 843.90	-	\$ 849.52
\$ 28.71	-	\$ 28.90		\$ 849.82	-	\$ 855.44
\$ 28.91	-	\$ 29.10		\$ 855.74	-	\$ 861.36
\$ 29.11	-	\$ 29.30		\$ 861.66	-	\$ 867.28
\$ 29.31	-	\$ 29.50		\$ 867.58	-	\$ 873.20
\$ 29.51	-	\$ 29.70		\$ 873.50	-	\$ 879.12
\$ 29.71	-	\$ 29.90		\$ 879.42	-	\$ 885.04
\$ 29.91	-	\$ 30.10		\$ 885.34	-	\$ 890.96
\$ 30.11	-	\$ 30.30		\$ 891.26	-	\$ 896.88
\$ 30.31	-	\$ 30.50		\$ 897.18	-	\$ 902.80
\$ 30.51	-	\$ 30.70		\$ 903.10	-	\$ 908.72
\$ 30.71	-	\$ 30.90		\$ 909.02	-	\$ 914.64
\$ 30.91	-	\$ 31.10		\$ 914.94	-	\$ 920.56
\$ 31.11	-	\$ 31.30		\$ 920.86	-	\$ 926.48
\$ 31.31	-	\$ 31.50		\$ 926.78	-	\$ 932.40
\$ 31.51	-	\$ 31.70		\$ 932.70	-	\$ 938.32
\$ 31.71	-	\$ 31.90		\$ 938.62	-	\$ 944.24
\$ 31.91	-	\$ 32.10		\$ 944.54	-	\$ 950.16
\$ 32.11	-	\$ 32.30		\$ 950.46	-	\$ 956.08
\$ 32.31	-	\$ 32.50		\$ 956.38	-	\$ 962.00

* Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

Regular Benefit Table Base Hourly Wage			Regular SUBenefit*		
\$ 32.51	-	\$ 32.70	\$ 962.30	-	\$ 967.92
\$ 32.71	-	\$ 32.90	\$ 968.22	-	\$ 973.84
\$ 32.91	-	\$ 33.10	\$ 974.14	-	\$ 979.76
\$ 33.11	-	\$ 33.30	\$ 980.06	-	\$ 985.68
\$ 33.31	-	\$ 33.50	\$ 985.98	-	\$ 991.60
\$ 33.51	-	\$ 33.70	\$ 991.90	-	\$ 997.52
\$ 33.71	-	\$ 33.90	\$ 997.82	-	\$ 1,003.44
\$ 33.91	-	\$ 34.10	\$ 1,003.74	-	\$ 1,009.36
\$ 34.11	-	\$ 34.30	\$ 1,009.66	-	\$ 1,015.28
\$ 34.31	-	\$ 34.50	\$ 1,015.58	-	\$ 1,021.20
\$ 34.51	-	\$ 34.70	\$ 1,021.50	-	\$ 1,027.12
\$ 34.71	-	\$ 34.90	\$ 1,027.42	-	\$ 1,033.04
\$ 34.91	-	\$ 35.10	\$ 1,033.34	-	\$ 1,038.96
\$ 35.11	-	\$ 35.30	\$ 1,039.26	-	\$ 1,044.88
\$ 35.31	-	\$ 35.50	\$ 1,045.18	-	\$ 1,050.80
\$ 35.51	-	\$ 35.70	\$ 1,051.10	-	\$ 1,056.72
\$ 35.71	-	\$ 35.90	\$ 1,057.02	-	\$ 1,062.64
\$ 35.91	-	\$ 36.10	\$ 1,062.94	-	\$ 1,068.56
\$ 36.11	-	\$ 36.30	\$ 1,068.86	-	\$ 1,074.48
\$ 36.31	-	\$ 36.50	\$ 1,074.78	-	\$ 1,080.40
\$ 36.51	-	\$ 36.70	\$ 1,080.70	-	\$ 1,086.32
\$ 36.71	-	\$ 36.90	\$ 1,086.62	-	\$ 1,092.24
\$ 36.91	-	\$ 37.10	\$ 1,092.54	-	\$ 1,098.16
\$ 37.11	-	\$ 37.30	\$ 1,098.46	-	\$ 1,104.08
\$ 37.31	-	\$ 37.50	\$ 1,104.38	-	\$ 1,110.00
\$ 37.51	&	over	\$ 1,110.30	-	

* Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

(b) An otherwise eligible Employee entitled to a Benefit reduced, as provided in subsection 3(d) of Article I, because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the Week, will receive 1/5 of a Regular Benefit computed under subsection (a) of this Section for each work day of the Week for which otherwise eligible; provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Benefit under subsection 3(d) of Article I.

(c) Transition Support Program (TSP) benefits are payable to Employees who are on a qualifying indefinite layoff and have exhausted their Regular Benefit payable. TSP benefits shall be calculated using 50% of the Employee's gross weekly wages, based on a 40-hour week. In calculating the weekly TSP benefit for an Employee on a qualifying layoff, only the offsets for state UI benefits received for that week shall apply.

An Employee may elect, prior to becoming eligible for TSP benefits, to opt out of TSP benefits and receive a lump-sum cash payment: in doing so, the Employee shall forfeit eligibility for weekly TSP benefit payments, and also shall forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TSP benefit for which the employee would otherwise be eligible (i.e., 50 percent of the employee's gross weekly wages, based on a 40-hour week, multiplied by their TSP duration). An employee who elects to opt out of the TSP will continue to receive healthcare coverage for the remainder of the months of extended coverage for which he or she would have been eligible, based on years of seniority at the time of layoff, had he or she not elected to opt out of the TSP.

Section 2. Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to any eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount equal to the product of the number by which 40 exceeds the Employee's Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by 80% of the Employee's Base Hourly Rate.

(b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of the General Motors Hourly-Rate Pension Plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date Seniority is broken, will receive an amount computed as provided in subsection 2(a) above based on the number by which the hours for which the Employee would regularly have been compensated exceeds the Employee's Compensated or Available Hours with respect to that part of the Week prior to the date Seniority is broken.

Section 3. State Benefit and Other Compensation

(a) An Employee's State Benefit and other Compensation for a Week means:

(1) the amount of State System Benefit received or receivable by the Employee for the Week or the estimated amount which the Employee would have received if not ineligible therefore solely:

(i) as set forth in item (8) of Section 1(b) of Article I (concerning a Week for which the Employee's pay received or receivable from the Company was less than the amount which disqualifies

the Employee for a State System Benefit but not less than such amount minus \$2);

(ii) under certain of the circumstances determined to be covered by item (11) of Section 1(b) of Article I (concerning a week for which the Employee was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny the Employee a Benefit); or

(iii) because of exhaustion of the Employee's State System Benefit rights (or because of insufficient covered employment/earnings prior to layoff), if the Employee had received a State System Benefit for one or more weeks of layoff during the current State System benefit year (or, if no such benefit year is in effect, during the immediately preceding benefit year) for which the Employee did not receive a Regular Benefit. Such estimated amount shall be used in the Regular Benefit calculation for a number of weeks equal to the number of weeks for which a State System Benefit was received and for which no Regular Benefit was paid under this Plan or under any other Company SUB Plan, during the applicable current, or immediately preceding, State System benefit year.

(2) all pay received or receivable by the Employee from the Company (excluding call-in pay for purposes of determining a Regular Benefit only and excluding pay in lieu of vacation), and any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the Employee, for such Week; provided, however, if the hours made available but not worked are hours which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of Article I, such hours are not to be considered as

hours made available by the Company; and provided, that if wages or remuneration from employers other than the Company or military pay are received or receivable by the Employee and are applicable to the same period as hours made available by the Company, only the greater of (a) such wages or remuneration from other employers in excess of the greater of \$10 or 20% of such wages or remuneration (capped at the employee's UI weekly benefit amount, (WBA)), or military pay in excess of the greater of \$10 or 20% of such wages or remuneration, or (b) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company, shall be included; and further provided, that any pay received or receivable for a shift which extends through midnight shall be allocated:

(i) to the day on which the shift started if the Employee was on layoff with respect to the corresponding shift on the following day,

(ii) to the day on which the shift ended if the Employee was on layoff with respect to the corresponding shift on the preceding day, and

(iii) according to the pay for the hours worked each day, if the Employee was on layoff with respect to the corresponding shifts on both the preceding and the following days; and, in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Benefit will be increased to offset any reduction in the Employee's State System Benefit which may have resulted solely from the State System's allocation of the Employee's earnings for such a shift otherwise than as specified in this subsection; plus

(3) all wages or remuneration, as defined under the law of the applicable State System, in excess of the greater of \$10 or 20% of such wages or

remuneration received or receivable (capped at the employee's WBA) from other employers for such Week (excluding such wages or remuneration which were considered in the calculation under subsection (a)(2) of this Section); plus

(4) the amount of all military pay in excess of the greater of \$10 or 20% of such military pay received or receivable for such Week, excluding such military pay which was considered in the calculation under subsection (a)(2) of this Section; plus

(5) The weekly equivalent of the monthly retirement benefit and fifty (50) percent of the Social Security Old Age or Disability Benefit for an eligible Employee receiving a retirement benefit from the Company which the Employee is eligible to receive while working full time for the Company.

(b) For purposes of subparagraph (a)(1) above in determining the basis for the estimated amount of the State System Benefit which would have been received by the Employee, and for purposes of Section 1(b)(3) of Article I in determining the basis for the amount which disqualifies the Employee for a State System Benefit or "waiting week" credit, such basis for the amount shall be determined from whichever of the following amounts is applicable:

(1) if the Employee has an established and currently applicable weekly benefit rate under the State System, such benefit rate plus any dependents allowance, or

(2) in all other cases, the State System Benefit amount which would apply to an individual having the same number of dependents as the Employee and having weekly earnings equal to the Employee's Weekly Straight-Time Pay.

(c) If the State System Benefit actually received by an Employee for a state week shall be for less, or more, than a full state week (for reasons other than the Employee's receipt of wages or remuneration for such state week), because

(1) the Employee has been disqualified or otherwise determined ineligible for a portion of the Employee's State System Benefit for reasons other than set forth in Section 1(b) of Article I,

(2) the applicable state week includes 1 or more "waiting period effective days", or

(3) of an underpayment or overpayment of a previous State System Benefit,

the amount of the State System Benefit which would otherwise have been paid to the Employee for such state week shall be used in the calculation of State Benefit and Other Compensation for such state week.

Section 4. Benefit Overpayments

(a) If the Company or the Board determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Benefit(s) and the amount of overpayment shall be returned to the Company provided, however, that no repayment shall be required if the cumulative overpayment is \$3 or less, or if notice has not been given within 60 days from the date the overpayment was established or created, or in cases involving legislative changes, no repayment is required if notice has not been given within 60 days of notification from the applicable government agency, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.

(b) If the Employee shall fail to return such amount of overpayment promptly:

(1) with respect to Benefits paid by the Company, the Company may make a deduction from any future payments payable under Letter Agreements between the Company and the Union attached to this Plan or from any future Benefits (not to exceed an amount equal to one-half of any 1 Benefit, up to a maximum of \$100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) otherwise payable to the Employee by the Company, or to make a deduction from compensation payable by the Company to the Employee (not to exceed \$100 from any 1 paycheck except in cases of fraud or willful misrepresentation), or both.

(2) In addition to the provisions under subparagraph (1) above, with respect to Benefits paid by the Company, the Company, may arrange for the recovery of the amount of the overpayment from any other monies or benefits then payable, or which may become payable, to the Employee under the provisions of the Collective Bargaining Agreement and/or under any of the Exhibits or Letters attached thereto.

The Company is authorized to make the deductions from the Employee's compensation as provided under subparagraph (1) and (2) of this subsection.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any Week with respect to all or part of which the Employee has received a State System Benefit, the full amount of such, or a portion of such Benefit equivalent to the State System Benefit or that part thereof applicable to such Week, whichever is less, shall be treated as an overpayment in accordance with this Section.

Section 5. Withholding Tax

The Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

Section 6. Deduction of Union Dues

During any period while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, the Company, upon notification by the designated financial officer of the local Union shall deduct monthly Union dues from Regular Benefits paid under the Plan and to pay such sums directly to the local Union on behalf of any Employee who has on file with the Company a written authorization providing for such deductions as set forth in the Collective Bargaining Agreement.

ARTICLE III DURATION OF BENEFITS

Section 1. Indefinite Layoffs

An Employee, with one or more Years of Seniority, on or after the effective date of this Agreement will be granted job security based on the following:

Traditional Employees shall be eligible for Regular Benefits based on the following:

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than ten (10) years - 26 weeks
- Ten (10) years, but less than twenty (20) years - 39 weeks
- Twenty (20) or more years – 52 weeks;

Traditional Employees shall be eligible for Transition Support Program Benefits based on the following:

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than ten (10) years - 26 weeks
- Ten (10) years, but less than twenty (20) years - 39 weeks
- Twenty (20) or more years – 52 weeks;

In-Progression employees shall be eligible for Regular Benefits based on the following:

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than three (3) years - 13 weeks
- Three (3) or more years - 26 weeks

Section 2. Temporary Layoffs

An Employee, with one or more Years of Seniority, on or after the effective date of this Agreement and placed on a qualifying, temporary layoff thereafter will be eligible for SUBenefits for the duration of such layoff subject to the provisions of Article I of this Plan.

Section 3. Limitation of Duration of Benefits

If it appears that total SUB expenditures will exceed the SUB Maximum Financial Liability Cap during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

ARTICLE IV SEPARATION PAYMENT

Section 1. Eligibility

An Employee shall be eligible for a Separation Payment if the Employee:

(a) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section 3(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date reinstated; or

(b) becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that the Employee does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b) above;

(c) had 1 or more Years of Seniority on the last day the Employee was on the Active Employment Roll, and such Years of Seniority had not been broken on or prior to the earliest date on which application can be made to the Company;

(d) has not refused an offer of work pursuant to any of the conditions set forth in Section 3(b)(3) of Article I, on or after the last day worked for the Company, and prior to the earliest date on which the Employee can make application;

(e) has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority) from the commencement date of layoff or disability, except that an Employee who meets the requirements of subsection 1(b) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive an Extended Disability Benefit in accordance with Section 7 of Article II of the Life and Disability Benefits Program, provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

Section 2. Payment

(a) A Separation Payment shall be payable only in a lump sum.

(b) Determination of Amount

(1) The Separation Payment payable to an eligible Employee shall be an amount determined by multiplying

(i) the Employee's Base Hourly Rate by

(ii) the applicable Number of Hours' Pay as shown in the following table:

SEPARATION PAYMENT TABLE

Years of Seniority on Last Day on the Active Employment Roll	Number of Hours' Pay
1 but less than	50
2 but less than	70
3 but less than	100
4 but less than	135
5 but less than	170
6 but less than	210
7 but less than	255
8 but less than	300
9 but less than	350
10 but less than	400
11 but less than	455
12 but less than	510
13 but less than	570
14 but less than	630
15 but less than	700
16 but less than	770
17 but less than	840
18 but less than	920
19 but less than	1000
20 but less than	1085
21 but less than	1170
22 but less than	1260
23 but less than	1355
24 but less than	1455
25 but less than	1560
26 but less than	1665
27 but less than	1770
28 but less than	1875
29 but less than	1980
30 and over	2080

(2) The amount of Separation Payment so computed shall be reduced by the amount of any Benefits paid or payable to an Employee with respect to a Week occurring after the last day worked for the Company.

(3) A Separation Payment payable hereunder shall be reduced by the amount of any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked for the Company under any other "SUB" plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(4) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit, or if the Employee received a prior Separation Payment by reason of total and permanent disability and subsequently recovers, reports for work and such Employee's Seniority is reinstated under the Collective Bargaining Agreement,

(i) Years of Seniority for purposes of determining the amount of the Employee's current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the Employee's prior Separation Payment plus any other Years of Seniority acquired thereafter and which the Employee has on the last day on the Active Employment Roll with respect to the Employee's current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on the Employee's Years of Seniority determined in (i) above, the Number of Hours' Pay used to calculate the Employee's prior Separation Payment.

(5) The Separation Payment payable to an eligible Part-Time Employee shall be reduced in the same ratio as the Employee's scheduled hours of work at time of layoff bears to 40 hours, provided, however, that if an Employee has worked as a full-time and a Part-Time Employee, the Employee's Separation Payment shall be computed by multiplying the Number of Hours' Pay indicated by the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll by a fraction the numerator of which is the sum of:

(i) the number of such Years during which the Employee was a full-time Employee, and

(ii) the number of such Years during which the Employee was a Part-Time Employee, adjusted by the ratio which scheduled hours of work in such Years bears to 40; and the denominator of which is the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll.

Section 3. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment (A) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply, (B) shall cease to be an Employee and shall have Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes, (C) shall not be eligible to receive a special early retirement under any Company retirement plan, (D) shall not be permitted to retire under any Company retirement plan during the Allocation Period following the Termination Date, and (E) cannot grow into retirement eligibility if ineligible

as of the break in Seniority (but without prejudice to any right to a deferred vested benefit). An Employee's Allocation Period in weeks shall equal the Employee's Separation Payment divided by one-half of the unreduced Regular Benefit the Employee received, or would have received, for the current period of layoff.

An Employee eligible for an immediate pension benefit under the General Motors Hourly-Rate Employees Pension Plan, at the time of the Employee's break in Seniority (due to receipt of a SUB Separation Payment), shall upon completion of the Allocation Period and application for a pension benefit under the General Motors Hourly-Rate Employees Pension Plan become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the General Motors Hourly-Rate Employees Pension Plan, such Employees shall not be treated as deferred vested by reason of their receipt of a SUB Separation Payment. However, if an Employee has been paid a Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the Employee's Seniority shall be reinstated as set forth in Paragraph 64(g) of the Collective Bargaining Agreement.

Section 4. Overpayments

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and the former Employee shall return the amount of the overpayment to the Company.

Section 5. Repayment

If an Employee is again employed by the Company after receiving a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed; and no Seniority canceled previously shall be reinstated (except as otherwise provided under Section 3 of this Article).

Section 6. Notice of Application Time Limits

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

Section 7. Armed Services

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

ARTICLE V APPLICATION, DETERMINATION OF ELIGIBILITY, AND APPEAL PROCEDURES FOR BENEFITS AND SEPARATION PAYMENTS

Section 1. Applications

(a) *Filing of Applications*

An Application for a Benefit or Separation Payment shall be filed in accordance with procedures

established by the Company. No application for a Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made; provided, however, that if the amount of the Employee's State System Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, the Employee may apply within 60 calendar days after the date on which such basis for eligibility is established. However, in cases where an actual State System Benefit is issued, no filing time limit will be applicable.

(b) *Application Information*

Applications filed for a Benefit or a Separation Payment under the Plan will include:

(1) in writing, if required, any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Benefit or Separation Payment and the amount thereof; and

(2) with respect to a Regular Benefit, the exhibition of the Employee's State System Benefit check or other evidence satisfactory to the Company of either the Employee's

(i) receipt of or entitlement to a State System Benefit, or

(ii) ineligibility for a State System Benefit only for one or more of the reasons specified in Section 1(b) of Article I; provided, however, that in the case of State System Benefit ineligibility by reason of the period worked in the Week or pay received from the

Company or from any other employer(s) as specified in item (3) of Section 1(b) of Article I, State System evidence for such reason of ineligibility shall not be required.

Section 2. Determination of Eligibility

(a) *Application Processing by Company*

When an application is filed for a Benefit or Separation Payment under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Benefit or a Separation Payment.

(b) *Notice of Denial of Benefits or Separation Payment*

If the Company determines that an Employee is not entitled to a Benefit or to a Separation Payment, it shall notify the Employee promptly, in writing, of the reason(s) for the determination.

(c) *Union Copies of Certain Applications, Determinations and Letters*

The Company shall furnish promptly to the Union member of the Local Committee a copy of each application for a Separation Payment, a copy of all Company determinations of Benefit or Separation Payment ineligibility or overpayment and a copy of any letter sent to a disabled Employee advising the Employee of possible eligibility for a Separation Payment by reason of total and permanent disability.

Section 3. Appeals

(a) *Applicability of Appeals Procedure*

(1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section.

(2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(b) *Procedure for Appeals*

(1) *First Stage Appeals*

(i) An Employee may appeal from the Company's written determination (other than determinations made in connection with Section 1(b)(11) of Article I) with respect to the payment or denial of a Benefit or a Separation Payment by filing a written appeal with the Local Committee on a form provided for that purpose. In situations where a number of Employees had filed applications for Benefits or Separation Payments under substantially identical conditions, an appeal may be filed with respect to one of such Employees, in accordance with procedures established by the Board, and the decision thereon shall apply to all such Employees. If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be filed directly with the Board. Appeals concerning determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan) shall be made directly to the Board.

(ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination appealed. If the appeal is mailed, the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

(iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve the Employee's appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any member of the Local Committee, at the request of the Employee may refer the matter to the Board for disposition.

(2) *Appeals to the Board*

(i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee.

(ii) Appeals shall be in writing, shall specify the respects in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

(iii) Appeals by the Local Committee to the Board with respect to Benefits or Separation Payments shall be made within 20 days following the date the appeal is first considered at a meeting of the Local Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Benefits or Separation Payments shall be made within 30 days following the date the notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

(iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board.

(v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.

(vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any Court or Labor Board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.

(vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Local Committee.

(c) *Benefits Payable After Appeal*

In the event that an appeal with respect to entitlement to a Benefit is decided in favor of the Employee, the Benefit shall be paid to the Employee.

(d) *Special Definition of Employee*

With respect to the appeal provisions set forth under this Section only, the term Employee shall include any person who received or was denied the Benefit or Separation Payment in dispute.

**ARTICLE VI
ADMINISTRATION OF THE PLAN**

Section 1. Powers and Authority of the Company

(a) *Company Powers*

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:

(1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan;

(2) to investigate the correctness and validity of information furnished with respect to an application for a Benefit or Separation Payment;

(3) to make initial determinations with respect to Benefits or Separation Payments;

(4) to establish reasonable rules, regulations and procedures concerning:

(i) the manner in which and the times and places at which applications shall be filed for Benefits or Separation Payments, and

(ii) the form, content and substantiation of applications for Benefits or Separation Payments.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board;

(5) to designate a location where laid off Employees may submit applications for the purpose of complying with the Plan requirements;

(6) to establish appropriate procedures for giving notices required to be given under the Plan;

(7) to establish and maintain necessary records; and

(8) to prepare and distribute, on behalf of the Company, information explaining the Plan.

(b) *Company Authority*

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

(c) *Named Fiduciary*

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

Section 2. Board of Administration of the Plan

(a) *Composition and Procedure*

(1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the member's alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) The members of the Board shall appoint an Impartial Chairman, who shall serve until requested in writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairman, the Umpire under the Collective Bargaining Agreement shall make the appointment; provided, however, that the Company and the Union members may, by agreement, request such Umpire to serve as the Impartial Chairman of the Board. The Impartial Chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which the other members of the Board shall have been unable to dispose of by majority vote, except that the Impartial Chairman shall have no vote concerning determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan).

(3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes, the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) Neither the Board nor any Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective member of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

(b) *Powers and Authority of the Board*

(1) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Benefit or Separation Payment under the terms of the Plan, and, if so, the amount of the Benefit or Separation Payment.

The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section 3(b) of Article V.

(2) The Board shall be empowered and authorized and shall have jurisdiction to:

(i) hear and determine appeals by Employees;

(ii) obtain such information as the Board shall deem necessary in order to determine such appeals;

(iii) prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;

(iv) direct the Company to pay Automatic Short Week Benefits or to pay other Benefits or Separation Payments pursuant to determinations made by the Local Committee or the Board;

(v) prepare and distribute, on behalf of the Board, information explaining the Plan;

(vi) rule upon disputes as to whether any Short Work Week resulted from an act of God, defined as an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts; and

(vii) perform such other duties as are expressly conferred upon it by the Plan.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Benefits or Separation Payments as provided for therein, or any other provision of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

(i) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in Section 3(b) of Article V;

(ii) whether the Employee is eligible for the Benefit or Separation Payment claimed and, if so;

(iii) the amount of any Benefit or Separation Payment payable; and

(iv) whether a protest of an Employee's State System Benefit by the Company is frivolous.

(4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board-established procedures.

(5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.

(6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

(7) The Board shall provide for a Local Committee at each Plant of the Company to handle appeals from determinations as provided in Section 3(b)(1) of Article V, except determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan).

(i) The Local Committee shall be composed of any 1 member of the Layoffs and Unemployment Center designated by the Company members of the Board and any 1 Union Benefit Representative or Alternate Union Benefit Representative, assigned to that Plant location, designated by the Union members of the Board. Appointments to the Local Committee shall become effective when the members' names are exchanged in writing between the GM Department of the Union and the Employee Benefits Staff of the Company. Either the Company or Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

(ii) Any individual appointed by the Union as a member of a Local Committee shall be an Employee having Seniority at the Plant where, and at the time when, the Employee is to serve as a member of the Local Committee.

(iii) In addition to their regularly appointed Local Committee member, the Union members of the Board may name 1 additional Employee, who qualifies under (ii) above, as an alternate Local Committee member to serve during temporary specified periods when a Local Committee member is absent from the Plant during scheduled working hours and unable to serve on the Committee. The Company members of the Board may also name 1 alternate Local Committee member to serve during temporary specified periods. The alternate Local Committee member may serve on the Local Committee when the party desiring the alternate Local Committee member to serve gives notice, locally, to the other party of such temporary service and the period thereof.

(iv) All Local Committee members must be present at any meeting in order for the Local Committee to transact business. Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be unanimous.

(8) The Board shall have full power and authority to administer the Plan and to interpret its provisions. Any decision or interpretation of the provisions of the Plan shall be final and binding upon the Company, the Union, the Employees and any other claimants under the Plan, and shall be given full force and effect, subject only to an arbitrary and capricious standard of review.

Section 3. Determination of Dependents

In determining an Employee's Dependents for purposes of Regular Benefit determinations, the Company (and the Board) shall be entitled to rely upon relevant information on file with the company. If an Employee establishes that he or she has a greater number of Dependents than indicated by the information used, such Dependents will be recognized for this Plan.

Section 4. To Whom Benefits and Separation Payments Are Payable in Certain Conditions

Benefits and Separation Payments shall be payable only to the eligible Employee except that if the Board shall find that the Employee is deceased or is unable to manage affairs for any reason, any Benefit or Separation Payment payable to the Employee shall be paid to the Employee's duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Benefit or Separation

Payment so paid shall be a complete discharge of any liability with respect to such Benefit or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

Section 5. Nonalienation of Benefits and Separation Payments

Except as otherwise provided under Article VIII, Section 4 of this Plan, no Regular Benefit, Leveling Week Benefit, or Alternate Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind other than an Authorization for Check-Off of Dues, and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any such Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in such Benefit or Separation Payment and apply the amount of such Benefit or Separation Payment to or for the benefit of the Employee, the Employee's spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit or Separation Payment.

Section 6. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of Michigan, except that the eligibility of an Employee for, and the amount and duration of, State System Benefits shall be determined in accordance with the state laws of the applicable State System.

**ARTICLE VII
FINANCIAL PROVISIONS AND REPORTS**

Section 1. Establishment of Fund

NOT APPLICABLE

Section 2. Funding

(a) *General*

As of the effective date of the 2011 amendments to this Plan, all Company contribution provisions and requirements under the 2007 SUB Plan shall cease and no further contributions as previously required shall be placed into the trust Fund. Company funds, shall be used to pay Regular Benefits, Transition Support Program Benefits, Automatic Short Week Benefits and Separation Payments due and payable under this Plan.

(b) Funding Level

The Company will provide Company funds at a level sufficient to pay the Regular Benefits, Transition Support Program Benefits, Automatic Short Week Benefits and Separation Payments then due and payable including

(1) any FICA and FUTA tax amounts payable by the Company, and also including;

(2) an amount equal to the Regular Benefits paid to laid off Employees covered by the Extended SUBenefits Idled Plants Letter Agreement attached to this Plan.

(c) *Combined JOBS/SUB Maximum Financial Liability Cap*

Any amounts determined under Section 2(b) above (excluding any FICA and FUTA tax amount paid by the Company), plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company, are subject to, and limited by, in the aggregate, the Combined JOBS/SUB Maximum Financial Liability Cap of \$4.147 billion as applicable to the SUB Plan, plus (1) the weekly amounts previously determined under subparagraph 2(b)(2) of this Section above and (2) any additional amount (not to exceed \$447 million) generated by the formula under Section 3(d) of this Article VII. If the SUB Maximum Financial Liability Cap (1) as adjusted by any amount shifted between the JOBS and SUB Maximum Financial Liability Caps, (2) plus the weekly amounts as determined under subparagraph 2(b)(2) of this Section above, and (3) including any additional amount generated by the formula (which cannot exceed \$447 million) under Section 3(d) of this Article VII, is exhausted during the term of this Agreement, the provisions of the 1987 SUB Plan will be reactivated.

(d) If the Company at any time shall be required to withhold any amount from any Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the Combined JOBS/SUB Maximum Financial Liability Cap as defined under Section (c) above.

Section 3. Liability

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to this Plan, constitute the entire Plan. The provisions of this Article express each and every obligation of the

Company with respect to the financing of the Plan and providing for Benefits and Separation Payments.

(b) Except as otherwise may be required by the Employee Retirement Income Security Act of 1974, the Board, the Company, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(d) The Company's total financial liability for the cost of the SUB Plan, includes the payment of Regular Benefits, Transition Support Program Benefits, Automatic Short Week Benefits, Separation Payments and payments under the Letter Agreements attached to this Plan paid by the Company. The Company's liability shall be limited to the amount of the SUB Maximum Financial Liability Cap, plus the weekly amounts previously determined under Section 2(b)(2) of this Article. Such Cap shall be established at \$1.936 billion on the effective date of this Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (a) the average monthly expenditure up to that point in the Agreement or (b) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of (a) the number of months, and fraction thereof, remaining until expiration of the Agreement, or (b) 12. Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$447 million, except as modified by the provisions of the letter agreement regarding "Exhaustion of SUB Cap", attached to this Plan.

The parties will monitor funding on a regular basis and if it appears that the Combined JOBS/SUB Maximum Financial Liability Cap, as related to the SUB Plan, will be reached before the end of the Agreement, the parties, by mutual agreement, will have the prerogative to shift funds from JOBS to SUB or SUB to JOBS and/or to reduce the amount or duration of SUB to provide for an equitable means for distribution of the Company's remaining obligations.

Section 4. No Vested Interest

NOT APPLICABLE

Section 5. Company Reports

(a) Not later than the third Tuesday following the first Monday of each month the Company shall furnish a statement to the Union showing:

(1) *Benefits and Separation Payments Paid*

(i) Leveling Week Benefits;

(ii) The number and amount of Regular Benefits paid during each week of the preceding month to Employees who were on volume related layoffs;

(iii) The number and amount of Regular Benefits paid during each week of the preceding month to Employees who were on non- volume related layoffs reported separately for Continuing SUBenefits, Idled Plant SUBenefits and Other;

(iv) The number and amount of Separation Payments paid during each week of the preceding month.

(v) The amount of Transition Support Program Benefits paid during the preceding month to employees;

(vi) The number and amount of Transition Support Program Lump Sum payments issued during the preceding month;

(2) *Automatic Short Week Benefits Paid*

The number and amount of Automatic Short Week Benefits, if any, paid during each Week of the preceding month;

(3) *Employment Levels*

The number of Employees on active status, the number of Employees on temporary layoff status, and the number of Employees on permanent layoff status as of the beginning of the preceding month.

(4) *SUB Cap*

A summary of charges and credits to the SUB Maximum Financial Liability Cap for the preceding month.

(5) *Compensated Hours*

The total number of hours for which Employees received pay from the Company during each week of the preceding month.

(b) Annually, the Company shall furnish to the Union a statement, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished by the Company for the preceding year.

(c) The Company shall furnish annually to each Employee who received Benefits or a Separation Payment, or both, during the year a statement showing the total amount received and any amount of tax withheld therefrom.

(d) On or before April 30 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year.

(e) The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

Section 6. Cost of Administering the Plan

(a) *Expense of the Board*

The compensation of the Impartial Chairperson, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union.

Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company. The Company members and the Union members of the Board and of Local Committees shall serve without compensation.

(b) *Cost of Recovery*

The Company shall be authorized to receive payments from a Board of Administration approved collection agency employed to recover Plan overpayments. The Company shall be authorized to pay reasonable fees to the collection agency for

services rendered. A summary of payments received and fees paid shall be provided to the Company and the Union by the agency.

Section 7. Benefit and Separation Payment Drafts Not Presented

If a Benefit or Separation Payment is payable under the Plan and the amount of such Benefit or Separation Payment is not claimed by the appropriate employee within a period of 2 years from the date of issuance, the funds are forfeited by the employee.

ARTICLE VIII MISCELLANEOUS

Section 1. General

(a) *Purpose of Plan*

It is the purpose of this Plan in respect to payment of Regular Benefits, Transition Support Program Benefits and Separation Payments to supplement State System Benefits and not to replace or duplicate them.

(b) *Receipt of Benefits and Separation Payments*

Neither Regular Benefits, Transition Support Program Benefits or Separation Payments paid under the Plan shall be considered a part of any Employee's wages for any purpose (except as Separation Payments, paid under Article IV, Section 1(a) and 1(b), and certain Benefits, as determined by the Internal Revenue Service, are treated as if they were "wages" for purposes of the Federal Insurance Contributions Act Tax, the Federal Unemployment Tax, and the Collection of Income Tax at Source of Wages, under Subtitle C of the Internal Revenue Code). No person who receives any Regular Benefit, Transition Support

Program Benefit or Separation Payment shall for that reason be deemed an employee of the Company during such period.

Section 2. Alternate Benefit

With respect to any state in which Supplementation is not permitted, the parties shall endeavor to negotiate an agreement establishing a plan for Alternate Benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an Employee who is ineligible to receive a State System Benefit only for one or more of the reasons stated in Section 1(b) of Article I of the Plan. Such Employee, if otherwise eligible, may apply for and receive a Regular Benefit or Transition Support Program Benefit under the Plan. Automatic Short Week Benefits will be payable to eligible Employees in such state.

Section 3. Amendment and Termination of the Plan

(a) So long as the Collective Bargaining Agreement of which this Supplemental Unemployment Benefit Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement.

Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

(b) Upon any termination of the Plan, the Plan shall terminate in all respects.

Section 4. Recovery of Other Benefit Plan or Program Overpayments

The Company, shall make an appropriate deduction or deductions from any future benefit payments payable to the Employee under this Plan for the purpose of recovering overpayments made to the Employee under any General Motors employee benefit plan. Amounts so deducted shall be remitted by the Company to the applicable benefit plan. The Company, by such remittance, shall be relieved of any further liability with respect to such payments.

ARTICLE IX DEFINITIONS

As used herein:

- (1) *“Active Employment Roll”* - An Employee shall be deemed to be on the Active Employment Roll:
- (a) while in Active Service,
 - (b) while on an authorized vacation,
 - (c) while on an authorized leave of absence (other than a sick leave) which is limited, when issued, to 90 days or less,
 - (d) during the first 90 days on a sick leave of absence,
 - (e) during the first 120 calendar days on a temporary layoff,
 - (f) while on a disciplinary layoff, or

(g) while absent without leave up to 10 calendar days from the Employee's last day worked; provided, however, that solely with respect to the provisions of Article IV, Section 1(c) (eligibility for a Separation Payment), an Employee also shall be deemed to be on the Active Employment Roll while on strike;

(2) "*Active Service*" - An Employee is in Active Service in any Pay Period for which the Employee draws pay;

(3) "*Bargaining Unit*" means a unit of Employees covered by the Collective Bargaining Agreement;

(4) "*Base Hourly Rate*" (excluding cost-of- living allowance and all other premiums and bonuses of any kind) means:

(a) with respect to a Regular Benefit or Separation Payment, the Employee's straight-time hourly rate on the Employee's last day of work in the Bargaining Unit; except, that if the Employee:

(i) had a higher straight-time hourly rate in 1 or more specified Bargaining Units at any time during the 13 consecutive Pay Periods ending with the Pay Period which includes the Employee's last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate; or

(ii) worked on incentive or piece work in at least 4 Pay Periods in 1 or more specified Bargaining Units during the 13 Week Period, Base Hourly Rate shall be the Employee's average earned hourly rate for the last 4 Pay Periods worked in the Bargaining Unit(s) and for which the Employee had any incentive earnings or, if higher, the Employee's average earned hourly rate for the first 4 Pay Periods worked in the Bargaining Unit(s) and for which the Employee had

any incentive earnings during the 13 Week Period; provided, however, that if it is established that during the 13 Week Period the Employee worked in less than 4 Pay Periods but during each such Pay Period worked on incentive or piece work, the Employee's Base Hourly Rate shall be the Employee's average earned hourly rate for such Pay Periods. Such average earned hourly rate shall be computed by dividing the Employee's total straight-time hourly earnings (excluding any premiums or bonuses of any kind) for all hours worked during the applicable 4 Pay Periods by the total number of straight-time hours worked during such Pay Periods; provided, however, that with respect to Employees permanently laid off on or after November 1, 1987 in Plant Closing situations, the applicable "13 Week Period" will be lengthened to a "52 Week Period" (52 consecutive Pay Periods ending with the Pay Period which includes the Employee's last day worked);

(b) with respect to an Automatic Short Week Benefit, the highest straight-time hourly rate paid the Employee in the Bargaining Unit during the Pay Period in which the Short Work Week occurs; and, for an Employee who worked on incentive or piece work at any time during the Pay Period in which the Short Work Week occurs, the average straight-time hourly earned rate for the Employee's last Pay Period worked in the Bargaining Unit immediately preceding the Week in which the Short Work Week occurs;

(c) the Base Hourly Rate determined under (a) or (b) above, shall be adjusted to include:

(i) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Benefit is paid, and, for a Separation Payment, any such allowance in effect with respect to the last day worked for the Company; and

(ii) with respect to Benefits, the amount of any wage increase, if any, provided for in Paragraph 98(a) of the Collective Bargaining Agreement which became effective (pursuant to the Collective Bargaining Agreement) after the day or period used to establish the Employee's Base Hourly Rate. In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which the Employee's Base Hourly Rate was determined under (a) or (b) above. The Base Hourly Rate adjustment due to the increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such increase became or becomes effective;

(5) "*Benefit*" means a Regular Benefit, an Automatic Short Week Benefit, an Alternate Benefit, a Transition Support Program Benefit, or any or all 4, as indicated by the context:

(a) "*Alternate Benefit*" means the benefit payable to an eligible Employee, in certain circumstances, in a State which does not permit Supplementation;

(b) "*Automatic Short Week Benefit*" means the benefit payable to an eligible Employee for a Short Work Week;

(c) "*Leveling Week Benefit*" means the Regular Benefit payable to an eligible Employee for all or part of a Week because, with respect to the Week, the Employee was serving a State System "waiting week" and during such Week or part thereof the Employee was temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement;

(d) “*Regular Benefit*” means the benefit payable to an eligible Employee for a Week of layoff in which the Employee performed no work for the Company and for which the Employee received no jury duty pay, bereavement pay or military pay from the Company, or for which the Employee received holiday pay from the Company if the Employee was not eligible for an Automatic Short Week Benefit for such Week;

(e) “*Transition Support Program Benefit*” means the benefit payable to an eligible, Traditional Employee, for a qualifying week of indefinite layoff, after the Employee’s Regular Benefit eligibility has been exhausted.

(6) “*Board*” means the Board of Administration under the Plan;

(7) “*Collective Bargaining Agreement*” means the currently effective collective bargaining agreement between the Company and the Union which incorporates this Plan by reference;

(8) “*Combined JOBS/SUB Maximum Financial Liability Cap*” means the amount available for JOBS and SUB benefits as described under Article VII, Section 2(c);

(9) “*Company*” or “*Corporation*” means General Motors Company;

(10) “*Compensated or Available Hours*” for a Week shall be the sum of:

(a) all hours for which an Employee receives pay from the Company (excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as 1 hour; plus

(b) all hours scheduled for or made available to the Employee by the Company but not worked after having been given reasonable notice (including as full work days any period on leave of absence, or excused or unexcused absence); provided, however, if the hours made available but not worked were:

(i) straight-time hours, in accordance with Paragraph (84) of the Collective Bargaining Agreement, which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of Article I, or

(ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Medical Director, such hours are not to be considered as hours made available by the Company; plus

(c) all hours not worked by the Employee because of any of the reasons disqualifying the Employee from receiving a Benefit under subsections 3(b)(2) and 3(b) (4) of Article I; plus

(d) all hours not worked by the Employee which are in accordance with a written agreement between Local Management and the Shop Committee or which are attributable to absenteeism of other Employees; plus

(e) with respect to a Part-Time Employee, or an Employee on a three-shift operation on which less than 8 hour shifts of work are scheduled, or an Employee on any shift of work on which less than 40 hours of work per Week are regularly scheduled, a number of hours equal to the difference between such

Employee's regularly compensated hours during a Work Week and 40.

Compensated or Available Hours will exclude any hours of overtime that are either worked or made available subsequent to a layoff of Employees during the Week, unless notice of intent to work overtime has been given to Employees by the Company prior to the layoff. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

(11) "*Dependent*" means a spouse or a person defined as a dependent under the Internal Revenue Code;

(12) "*Employee*" means an hourly-rate employee in a Bargaining Unit covered by the Plan;

"*Part-Time Employee*" means an hourly-rate employee in the Bargaining Unit, excluding Employees on three-shift operations on which less than 8 hour shifts of work are scheduled, who, on a regular and continuing basis, performs jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular Work Week, provided that the services of such employee are normally available for at least half of the employing unit's regular Work Week;

The term "*Employee*" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, individuals who have represented themselves to be independent contractors, or employees of a domestic subsidiary of the Company except as their participation in this Plan is approved by the Company Board of Managers for inclusion and as specifically identified on Appendix A to this Plan.

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:

(a) 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*”;

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

(c) 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.

(13) “*Fund*” means to pay Benefits and Separation Payments from company assets.

(14) “*Good Cause*” for failure to report to work on the date scheduled pursuant to a Company job offer or for refusing to interview or failing to appear for an interview or related physical examination is deemed to exist if there is a justifiable reason, determined in

accordance with a standard of conduct expected of an individual acting as a reasonable person in light of all the circumstances. Justifiable reasons include, but are not limited to, the following:

(a) Acts of God that prevent an individual from reporting on the date scheduled for work or for a Company employment interview or related physical examination;

(b) Personal physical incapacity;

(c) Death occurring in the Employee's immediate family which would have otherwise been covered as bereavement time under the Collective Bargaining Agreement if the Employee were at work in the Bargaining Unit; and

(d) Jury duty.

(15) "*Local Committee*" means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations;

(16) "*Plan*" means the amended Supplemental Unemployment Benefit Plan as set forth in this Exhibit D-1;

(17) "*Plant*" means a location or locations in, or out of, which an Employee works;

(18) "*Plant Closing*" means the permanent discontinuance (or an indefinite long-term discontinuance without a projected date of resumption) of total production operations at a Company plant constituting a local Bargaining Unit;

(19) "*Seniority*" means seniority status under the Collective Bargaining Agreement;

(a) “*Break in Seniority*” means any break in or loss of Seniority pursuant to the Collective Bargaining Agreement;

(b) “*Years (or Year) of Seniority*” means for all purposes of this Plan and for those purposes only, the longest Seniority an Employee has in any Bargaining Unit except that in determining an Employee’s “longest Seniority”, if the Employee has Seniority (or if, while on the Active Employment Roll, acquires Seniority) in a Bargaining Unit at the time Seniority is broken in another Bargaining Unit under the time for time provisions of the Collective Bargaining Agreement or because the Employee refuses recall at such other Bargaining Unit, or if Seniority is broken in a Bargaining Unit because the Employee quits to respond to recall to another Bargaining Unit, or because the Employee quits to accept placement as a journeyman/woman in another Bargaining Unit where the Employee has completed an apprentice training program, or the Employee’s Seniority is adjusted due to time spent in a salaried position, such lost Seniority shall be included in “Years of Seniority”;

(20) “*Separation Payment*” means a lump-sum amount payable to an eligible person by reason of qualified layoff and certain separations from the Company;

(21) “*Short Work Week*” means a Work Week during which an Employee has less than 40 Compensated or Available Hours and (a) during which the Employee performs some work for the Company or (b) for which the Employee receives some jury duty pay, bereavement pay or military pay from the Company, or (c) for which the Employee receives only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(22) “*State System*” means any system or program established pursuant to any state or federal law for paying benefits to persons on account of their unemployment under which a person’s eligibility for benefit payments is not determined by application of a “means” or “disability” test. State System also includes:

(a) any system or program established by law to supplement, replace or extend the benefits available under any state or federal laws for paying benefits to persons on account of their unemployment (such as the Trade Readjustment Allowance provided under the Federal Trade Expansion Act of 1962, as amended, and the Trade Act of 1974), or

(b) any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowance;

“*State System Benefit*” means an unemployment benefit payable under a State System, including any dependency allowances and training allowances but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any “Back-to-Work” payment for a week made, in addition to the regular State System Benefit otherwise payable for such week, to an Employee who has been on layoff for a prescribed number of weeks and returns to full-time work within a prescribed period, and also shall mean a lost time benefit which an Employee received under a Workers’ Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life and Disability Benefits Program. If an Employee receives a Workers’ Compensation benefit while working full-time and a higher Workers’ Compensation benefit while on layoff from the Company, only the

amount by which the Workers' Compensation benefit is increased shall be included;

(23) "*Supplementation*" means recognition of the right of a person to receive both a State System Benefit and a Regular Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the State System Benefit because of the payment of the Regular Benefit under the Plan;

(24) "*Union*" means International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW;

(25) "*Week*" when used in connection with eligibility for and computation of Benefits with respect to an Employee means:

(a) a period of layoff equivalent to a Work Week;

(b) a Work Week for which the total pay received or receivable by an Employee from the Company (including holiday pay, but not vacation pay allowances), and any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked, (excluding hours not worked which the Employee had an option to refuse under the Local Seniority Agreement or could refuse without disqualification under Section 3(b)(3) of Article I) is less than the benefit amount described in Article II, Section 1(a); or

(c) a Short Work Week;

"*Week of layoff*" shall include any such Week; provided, however, that if there is a difference between the starting time of a Work Week and of a week under an applicable State System, the Work Week shall be paired with the State System week which corresponds

most closely thereto in time; except that if an Employee is ineligible for a State System Benefit because of any of the reasons set forth in Section 1(b) of Article I (excluding the reasons under items (3) and (4) thereof) for the entire continuous period of layoff, the week under the State System shall be assumed to be the same as the Work Week. If an Employee becomes ineligible for a State System Benefit because of the reasons set forth in Section 1(b) of Article I, excluding items (3) and (4) thereof, during a continuous period of layoff, the week under the State System shall be assumed to continue to be, for the duration of the layoff period during which the Employee remains so ineligible, the 7-day period for which a State System Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an Employee is ineligible for a State System Benefit because of the reason set forth in item (3) of Section 1(b) of Article I, the week under the State System shall be assumed to be the 7-day period which would have been used by the State System if the Employee had applied for a State System Benefit on the first day of partial or full layoff in the Work Week and had been eligible otherwise for such State System Benefit;

(26) “*Weekly After-Tax Pay*” means the amount of an Employee’s Weekly Straight-Time Pay reduced by the sum of all federal, state and municipal taxes and contributions which would be required to be collected, deducted, or withheld by the Company from a regular weekly wage of such amount if paid to the Employee for the last Pay Period worked in the Bargaining Unit; provided, however, that any changes (or corrections) in the number of an Employee’s Dependents that occurs (or is made) during a period of layoff will be reflected in a redetermination of the amount of the Employee’s Weekly After-Tax Pay applicable to the Week following

the Week in which the Company receives notice of such change (or correction).

(27) “*Weekly Straight-Time Pay*” means an amount equal to an Employee’s Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40 (or, in the case of a Part-Time Employee, by the number of hours the Employee is regularly scheduled to work during a Work Week);

(28) “*Work Week*” or “*Pay Period*” means 7 consecutive days beginning on Monday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off.

APPENDIX A

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

**OTHER
SUB
ITEMS**

GENERAL MOTORS LLC

Date: October 16, 2019

To: All General Managers
All Personnel Directors

Subject: Failure to Work Forty Hours as
a Consequence of Severe Weather Conditions
or Riots - SUB Plans

In general, the following SUB Plan determinations apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred. Attached as a tool to aid in the application of this letter is a flow chart. Nothing in the flow chart changes any terms of this letter.

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a SUBenefit shall be paid as provided under the Plan to an otherwise eligible laid off employee.
2. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees, and forty percent (40%) or less of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, a SUBenefit shall be paid to an otherwise eligible employee who reported for work but was sent home when the plant suspended operations; provided, however, that if the amount of such SUBenefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including pay for any hours worked) in lieu of such SUBenefit, as provided below. In calculating the SUBenefit, credit should be taken as Available Hours for any period between the

starting time of the employee's regular shift and the time the employee reported for work.

- (a) An employee who reports for work during the first 4 hours of the employee's regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a SUBenefit for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift; provided, however, that if the amount of such SUBenefit payable plus the pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including pay for any hours worked) in lieu of such SUBenefit.

With respect to an otherwise eligible employee who reports for work during the last 4 hours of the employee's regular shift, a SUBenefit shall be payable for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift and the minimum 4 hours' pay provisions shall not apply.

- (b) In addition to the provisions of 2(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the SUBenefit for an otherwise eligible employee shall be calculated with respect to the week. The SUBenefit amount, if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but

subsequently shutdown due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate. Consequently, a separate SUBenefit shall be calculated for each such day on which the plant attempted to operate, and the amount of such SUBenefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a SUBenefit is payable for such day, it shall be included and paid with any SUBenefit otherwise payable for the remainder of the week; provided, however, that the sum of such SUBenefits cannot exceed the SUBenefit, if any, that would otherwise be payable under the Plan for the Week.

- (c) A SUBenefit shall not be paid to an employee for a day when the plant was attempting to operate if such employee failed to report for work at any time during such day. The total number of hours of the employee's regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any SUBenefit otherwise payable for the week.
3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and more than forty percent (40%) of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the General Motors Employee Benefits Staff and a determination shall be made by them with respect to any additional SUBenefit eligibility beyond the eligibility provided under item "2." above. Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item "2." above will be followed. If additional SUBenefit eligibility is authorized the following will apply.

- (a) Employees who report to work at any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the Week and shall be deemed to be on qualified layoff for the shift.
- (b) Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hours' pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing SUB Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shutdown because of employee absenteeism. If the plant shuts down early or employees are sent home for any reason other than employee absenteeism, eligible employees should be paid SUBenefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

- 4. With respect to a day during which the plant operates in an area in which severe weather conditions or an actual or threatened riot have occurred and more than forty percent (40%) of employees scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the General Motors Employee Benefits Staff and a determination shall be made by them with respect to any SUBenefit eligibility for any employee for such day. If the determination does not authorize any SUBenefits, then no

SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item “3.” above.

5. For all instances (1-4), all additional work (overtime) offered or performed in a week where SUBenefits due to Severe Weather have been authorized, will be disregarded in the calculation of the benefit regardless of when the work was offered.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

Employees who are unable to get to work due to a “BAN” on driving will be considered on Qualified Layoff for 8 hours for the day. “BAN” means that under a local law/ordinance which is proclaimed to be in effect through a public safety announcement, that persons caught driving in a specified area (through which the employee had no alternative but to travel to get to work on regular shift), may be ticketed, fined and/or jailed. Documentation of such public safety announcement is required from, or on behalf of, the employee(s) involved.

It is understood by the parties that the Union’s agreement with the Company SUB Plan determinations to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this

letter, will in no way jeopardize or limit an employee's right of appeal under the Plan to any such Company determination.

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

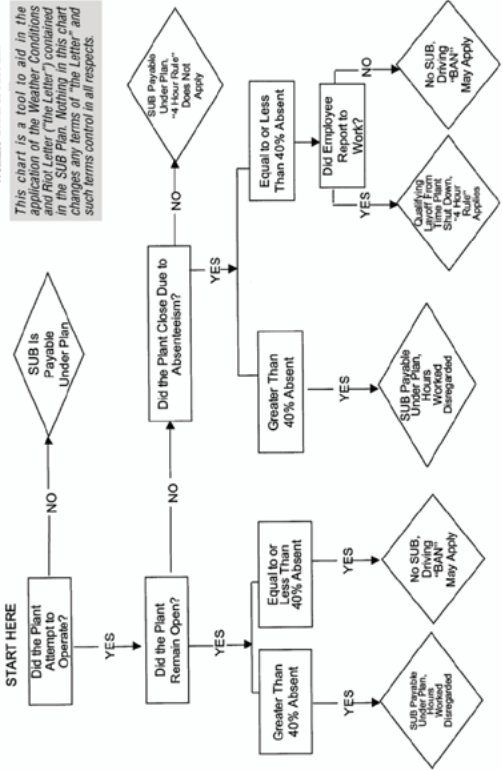
By: Terry Dittes

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Weather Conditions and Riot Flowchart

Weather Cond. & Riot Ltr.

This chart is a tool to aid in the application of the Weather Conditions and Riot Letter ("the Letter") contained in the SUB Plan. Nothing in this chart changes any terms of "the Letter" and such terms control in all respects.



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

Subject: Payment of Automatic Short Week
Benefits and State System Benefits With
Respect to the Same Week in States
Using "Flexible" State System Weeks

Dear Mr. Dittes:

To prevent duplication of benefits for the same period of layoff, Article II, Section 4(c) has been included in the Supplemental Unemployment Benefit Plan which requires an Employee to repay part or all of an Automatic Short Week Benefit paid to the Employee for one or more days of a Week for which the Employee receives a State System Benefit.

Should a problem develop in applying this provision to

an individual case the parties agree to modify the effect of its application as far as is necessary to achieve equity for the Employee consistent with the purpose, structure, and basic provisions of the Plan.

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 the 1973 negotiations the parties discussed situations wherein certain Employees have claimed earnings from other employers for purposes of establishing SUBenefit eligibility under the provisions of Article I, Section 1(b)(3) of the SUB Plan. Such earnings have been suspected to be amounts not resulting from bona fide employment.

The parties agree that SUBenefit eligibility under the provisions of Article I, Section 1(b)(3) requires bona fide earnings received for bona fide employment. Therefore, in accordance with Article V, Section 1(b) of the Plan, an Employee who invokes Article I, Section 1(b)(3) in support of the Employee's application for a Regular Benefit for a Week will be required, as a condition of eligibility for such Benefit, to submit evidence establishing that the Employee's pay for services rendered during that Week resulted from bona fide employment. Such evidence may include, but is not limited to, a statement from the employer showing information concerning the number of hours of work performed, a description of such work, the location and the rate of pay for the job. If further investigation is deemed necessary, it is recognized that

such investigation could properly include an on-site inspection of the work performed.

The above procedure will be used in cases where bona fide employment or bona fide earnings are questioned for reasons such as the fact that the employer is another individual and a relationship other than an employer-employee relationship existed prior to the time of employment or that the Employee was not in fact in an established trade or profession owned and operated by the Employee. This procedure shall not apply, however, where the earnings are reported to have been the result of employment by an employer liable for taxes or contributions or reimbursement of benefits under the law of the applicable State System.

Any term used in this letter and defined in the Plan has the same meaning in this letter as in the Plan.

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 the 1976 national negotiations the Union expressed some concern regarding a possible interpretation of the provisions of Article I, Section 3(b)(4)(i) of the SUB Plan which could result in denying a Benefit to an otherwise eligible Employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of Article I, Section 3(b)(4)(i) of the Plan will not be interpreted to disqualify an Employee on layoff from Benefits solely because the Employee is eligible for or claiming a permanent partial or scheduled loss benefit under a Workers' Compensation law or other

law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the Employee from working.

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:

The conditions of eligibility for a Separation Payment based on layoff, as set forth in Article IV of the Supplemental Unemployment Benefit (SUB) Plan, include the requirement that an Employee has been on layoff “. . .for a continuous period of at least 12 months (or any shorter period determined by the Company)”.

This is to confirm our understanding with you reached in these negotiations that during the term of the 2007 SUB Plan the Company will waive the 12 month Separation Payment layoff waiting period described above with respect to layoffs resulting from plant closings, discontinuance of operations or other circumstances

or events in which layoffs appear to be permanent and the Employees involved appear to have no further opportunity for employment with the Company.

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 the 2007 negotiations, the parties agreed to a Memorandum of Understanding - JOBS Program.

The parties have agreed that if, and when, the provisions of the 1987 UAW-GM SUB Plan are reinstated in accordance with the "Exhaustion of SUB Cap" Letter Agreement between the parties, dated September 24, 2007, the following provision regarding charges against future Company contributions to the SUB Trust Fund will apply:

The wages, including COLA and applicable shift premium, of a Protected employee not assigned to an opening due to a volume increase will be charged as follows: (1) the gross amount the employee would otherwise receive from the Trust Fund in Supplemental

Unemployment Benefits will be charged against future Company contributions to the SUB fund, and (2) the remainder will be charged as a plant payroll expense.

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 the 1987 National Negotiations the parties discussed the desirability of expanding the implementation of an “Automated Regular SUBenefit Application Procedure” across the several States having GM SUB-covered Employees. During the 1993 National Negotiations the parties acknowledged the success of such programs in Michigan, New York and certain other plant locations. The parties agreed to continue to pursue the implementation of such procedures in other states.

The automated procedure would be applicable to laid off Employees eligible for Regular Benefits under the SUB Plan who receive a State System Benefit. The contemplated procedure described below is subject to the development of specific business process rules and the establishment of effective means of transferring potentially large volumes of information from the states to the Company.

Under the automated procedure, the Company would utilize State System Benefit payment information provided by the states to calculate the payment of Regular Benefits for each full week of layoff. For this purpose, each otherwise SUB eligible Employee’s application for a State System Benefit for each week will constitute an application for a SUB Regular Benefit

for the respective week. The submission of a written Regular Benefit application for each week of layoff will not be required by an Employee otherwise eligible under the automated procedure.

A laid off Employee ineligible for a State System Benefit will be required to submit an application for each week of layoff in accordance with the routine Regular SUBenefit application procedures.

A basic condition upon which the automated SUB application procedure would be implemented is the Company's ability to obtain from the states in a timely and acceptable format, all State System Benefit payment information, including but not limited to, any weekly Unemployment Compensation (UC), Trade Readjustment Allowance (TRA), Extended Unemployment Compensation and Emergency Unemployment Compensation (EUC), necessary for the Company's determination of an Employee's eligibility for, and the amount of, a Regular Benefit under the SUB Plan. If timely and acceptable State System Benefit information becomes unavailable from a state after an automated procedure has been implemented, the automated procedure will be suspended in that state immediately and eligible Employees will be required to submit applications in accordance with the Regular Benefit application procedures.

As noted, when these automated SUB application procedures apply, an Employee's application for a State System Benefit will constitute submitting an application (and supporting information) for Regular Benefits from the SUB Plan with the same force and effect as though the Employee had provided the application (and related information) directly to the Plan on a routine SUBenefit application form.

Although information initially is provided to the State Benefit system, as it affects SUB processing, the Employee will have the same responsibility for providing

accurate information as it applies for routine SUB applications (with determinations and appeals regarding possible SUB errors or misrepresentations determined solely under the present SUB review provisions).

In the event a significant number of Employees at a plant receive a State System Benefit and are determined by the Company to be ineligible for a Regular Benefit because they are not on a qualifying layoff under the provisions of Article I, Section 3(b)(2) of the SUB Plan, the Company will promptly notify the International Union and Local Unions of such determination. In addition, the Company's determination will be posted on local plant bulletin boards in accordance with local practices. Such posting will be deemed to satisfy the denial of benefits notice requirements as provided under Article V, Section 2(b) of the SUB Plan. This provision is intended solely to prevent substantial and duplicative SUB administrative processing and will not be interpreted in such a manner as to preclude any Employee from filing an appeal with respect to any such Company determination.

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 the current negotiations, the Company and the Union expressed mutual concern with respect to the number of laid off Employees at certain locations. The parties recognized the need to increase employment opportunities for laid off GM Employees and improve the operational effectiveness throughout the Company. The parties also recognized the necessity of maintaining employment levels that effectively fulfill the current and future specific manpower needs of the organization.

The parties agreed for certain Employees on layoff status as of the effective date of the 2019 Collective Bargaining Agreement, to make SUBenefits available.

For Employees laid off during the term of the 1990 through 1999 Agreements with one or more Years of Seniority as of their last day worked prior to layoff, SUBenefits will be payable to such otherwise eligible Employees under the terms of the 2019 SUB Plan.

The following Continuing SUBenefit provisions are applicable to Employees laid off prior to the 1990 Agreement:

Continuing SUBenefits

1. For Employees with 10 or more Years of Seniority as of their last day worked prior to layoff, 52 weeks of “Continuing SUBenefits” will be payable to such otherwise eligible Employees.
2. For Employees with 1 but less than 10 Years of Seniority as of their last day worked prior to layoff, 26 weeks of “Continuing SUBenefits” will be payable to such otherwise eligible Employees.
3. All Employees’ eligibility for “Continuing SUBenefits”, as detailed in (1) and (2) above, will expire at the earliest of (a) returning to work for the Company, or (b) the end of the 2019 Agreement, or (c) exhaustion of the SUB Maximum Financial Liability Cap with respect to this Plan.
4. The “Continuing SUBenefits” will be in an amount equal to a Regular SUBenefit paid without reduction. “Continuing SUBenefits” payable under this letter agreement will be charged against the SUB Maximum Financial Liability Cap established under the 2019 Agreement.

5. “Continuing SUBenefits” paid under this letter agreement are payable in lieu of any “Continuing SUBenefits” payable under any other letter 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

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 the current contract negotiations, the Company and the Union held discussions on the special circumstances surrounding the four Plants idled during the 1987 Agreement: BOC Leeds, CPC- Fiero, CPC-Framingham and CPC-Lakewood. As a result of these discussions, the parties have agreed to a special benefit for employees at the above four locations.

The parties agreed for certain Employees on layoff status at such Plants as of the effective date of the 2019 Collective Bargaining Agreement, to make available additional Weeks of Extended SUBenefits.

The following Extended SUBenefit provisions are applicable to such Employees:

1. For Employees at such Plants with 10 or more Years of Seniority as of their last day worked prior to layoff, 65 weeks of "Extended SUBenefits" will be payable to such otherwise eligible Employees.
2. For Employees at such Plants with 1 but less than 10 Years of Seniority as of their last day worked prior to layoff, 39 weeks of "Extended

SUBenefits” will be payable to such otherwise eligible Employees.

3. The Employee’s eligibility for “Extended SUBenefits,” as detailed in (1) and (2) above, will expire at the earlier of (a) returning to work for the Company, or (b) the end of the 1999 Agreement.
4. The “Extended SUBenefits” will be in an amount equal to a Regular SUBenefit paid without reduction. “Extended SUBenefits” payable under this letter agreement will not be charged against the SUB Maximum Financial Liability Cap established under the 2019 Agreement.
5. “Extended SUBenefits” paid under this letter agreement are payable in lieu of any “Continuing SUBenefits” payable under any other letter agreement between 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:

This will confirm an understanding between the Company and the Union with respect to the 2019 UAW-GM SUB Plan.

In the event the SUB Maximum Financial Liability Cap, as adjusted by any amount shifted between the JOBS and SUB Maximum Financial Liability Caps, and including any additional amount generated by the formula (which cannot exceed \$447 million) under Section 3(d) of Article VII, becomes exhausted with respect to the 2019 SUB Plan at any time during the period covered by such Plan, the applicable provisions of the 1987 UAW-GM SUB Plan (including benefit eligibility, calculation, duration and funding) shall be reinstated to provide thereunder SUBenefits for subsequent Weeks of layoff to otherwise eligible Employees. It is further understood that should the 1987 SUB Plan be reinstated, it will include (i) a book account balance equal to the SUB Plan trust Fund balance as of the 1990 SUB Plan effective date (\$14,768,027.21), to be used for the payment of SUBenefits thereafter under the 1987 Plan provisions, and including usage,

under the 1987 SUB Plan provisions, of the ACA and GBA contingency account balances as of the 1990 SUB Plan effective date, (ii) contributions based on hours compensated will be based on Article VII, Section 5 of the 1987 Plan, as modified by this letter, with the percentage relationship of the value of the assets of the Fund to the maximum funding of the Fund determined including the balance in the book account in determining the asset value, (iii) any balance in the book account will be treated as assets in the Fund for determining the CUCB for credit unit cancellation purposes and all other provisions in which the assets affect benefits or financing, and (iv) additional contributions will be made to the Fund equal to interest on an amount equal to the balance in the book account on the same basis as if that amount were in the Fund.

As of such 1987 Plan reinstatement date, an Employee's Credit Unit balance, if any, shall be the unused balance of Credit Units (i) to the Employee's credit on October 8, 1990, if in Active Service on such date, or (ii) remaining to the Employee's credit as of the Employee's return to work date subsequent to October 8, 1990, if on layoff on October 8, 1990, or (iii) remaining to the Employee's credit as of the 1987 Plan reinstatement date, if the Employee is on layoff as of October 8, 1990 and does not return to work prior to such Plan reinstatement date, or (iv) suspended under the provisions of item #2 of the "Level of Benefit Entitlement" Letter Agreement attached to the 1990 SUB Plan, dated September 17, 1990.

Exhaustion of SUB Cap

In addition, should the 1987 SUB Plan be reinstated by the Company during the period covered by the 2019 SUB Plan, the Company contribution schedule set forth in Table D of the 1987 Plan shall be increased across the board by 4 cents.

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 need to review for possible modification the monthly, quarterly and annual reports to the Union, as provided for under Article VII, Section 5 of the Plan.

Therefore, for such purpose the parties have agreed to review the format and specific information provided to the Union on a monthly, quarterly and annual basis. Any modifications are to be mutually agreeable and determined within 120 days after the effective date of the Plan.

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 IX, (12) of the SUB Plan, 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:

This letter confirms the following understanding between the Company and the Union regarding unused 2015 UAW-GM Supplemental Unemployment Benefit (SUB) Plan Continuing SUBenefit (C-SUB) and Extended SUBenefit (E- SUB) entitlement.

- (1) Any unused 2015 SUB Plan C-SUB/E-SUB balance to an Employee's credit as of the effective date of the 2019 SUB Plan will be carried over and made available for use by such Employee during the term of the 2019 SUB Plan, provided:
 - (a) Such Employee is otherwise eligible to receive C-SUB or E-SUB under the 2019 SUB Plan;
 - (b) During the 60-day period immediately preceding October 16, 2019, such Employee had applied for or received at least one C-SUB/E-SUB Benefit under the 2015 SUB Plan;

- (c) Any 2015 C-SUB/E-SUB Benefits paid to such Employee on or after the effective date of the 2019 SUB Plan will be deducted from the Employee's 2015 C-SUB/E-SUB balance otherwise eligible to be carried over as of such effective date; and,
 - (d) Any 2015 C-SUB/E-SUB entitlement carried over on behalf of such Employee will be made available upon the exhaustion of such Employee's 2019 C-SUB or E-SUB entitlement.
- (2) Any Employee who did not apply for a C-SUB/E-SUB Benefit during the 60-day period immediately preceding October 28, 2019, solely because during such period the Employee was employed by the Company under the provisions of Appendix A, Section VII of the UAW-GM Collective Bargaining Agreement will be deemed to have "applied for or received" a C-SUB/E-SUB Benefit during such 60-day period.
 - (3) Any 2015 C-SUB/E-SUB entitlement carried over to the 2019 SUB Plan may be utilized for any Week of qualifying layoff, during the term of the 2019 SUB Plan, for which the Employee is otherwise eligible for a Regular Benefit under the Plan.
 - (4) Any C-SUB Benefits carried over and paid under the provisions of this Letter Agreement will be charged against the 2019 SUB Plan Maximum Financial Liability Amount. Any E-SUB entitlement carried over and paid on behalf of an Employee laid off from BOC-Leeds, CPC-Fiero, CPC-Framingham, or CPC-Lakewood, will not be charged to such Maximum Financial Liability Amount.

- (5) Any Employee's entitlement to any unused C-SUB/E-SUB entitlement will expire at the earliest of (a) the Employee's return to work for the Company, (b) the expiration of the 2019 Collective Bargaining Agreement, or (c) except in the case of an Employee laid off from one of the four GM locations identified in #4 above, exhaustion of the 2015 SUB Plan Maximum Financial Liability Cap.

Any term used in this letter and defined in the Plan has the same meaning in this letter as in the Plan.

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 Conference will be scheduled upon approval by the parties.
- 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 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.
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 Company agreed to increase by \$308 million the total financial liability that is provided under the 2019 UAW-GM JOBS Program and SUB Plan. This additional financial liability, upon joint Company and Union determination, can be used for expenditures under the above plans.

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 the 2019 negotiations, the parties recognize that the provisions of Article I, Section 3(b)(2)(iii) and (v) provide that layoff resulting from these type of events are not qualifying layoffs under the Plan (except as provided in Article I, Section 3(b)(2)(v)).

The parties further recognize that the desirability of providing income security to employees impacted by these events must be balanced with overall impact on the Company.

The parties agreed that should events occur that would fall under these provisions, the parties agree to provide the affected employees SUB and discuss the circumstances surrounding each event before relying on the above cited provisions.

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 the 2019 negotiations, the parties discussed the filing of trade petitions seeking Trade Adjustment Assistance for laid off workers who might benefit from such filings. The Parties further discussed the mutual benefit associated with working together on such filings and agreed to continue such joint efforts where applicable.

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 letter confirms our understanding reached during these negotiations regarding the elimination of the Guaranteed Income Stream Benefit Program (GIS). The parties have agreed that the GIS Program will be eliminated with the effective date of the National Agreement. Should the JOB Security (JOBS) Program, provided for under Appendix K, be eliminated prior to the expiration of the 2011 Agreement, the parties have agreed to reinstate the GIS Program immediately under the terms and conditions of the 2003 Supplemental Agreement, Exhibit E.

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:

In instances where an eligible regular Employee, Who has transferred to a new state location, attempts to collect their initial Unemployment Compensation (UC) benefit in the new state and fails to meet the application time limit for that state resulting in a denial of their initial UC benefit, the parties have agreed that denying a SUBenefit in this instance would be contrary to the intent of the Plan. In these instances, a SUBenefit may be issued if the Employee is otherwise eligible to receive the benefit.

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:

The parties have discussed the current method for calculating the Regular Benefit and have agreed that a Regular Benefit equals, on average, 74% of an Employee's Gross Weekly Wage. Effective with this agreement and going forward, Regular SUBenefits will be issued based on the table contained in Article II, Section 1(a).

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 confirms our understanding reached during the 2019 negotiations regarding additional funding under the UAW-GM Supplemental Unemployment Benefit Plan. During the term of the 2019 Agreement, the Company will provide such additional monies to finance the continued operation of the Plan and full benefits under the 2019 SUB Plan.

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 2019 negotiations, the parties discussed the various references to JOBS contained in the Supplemental Unemployment Benefit Plan (SUB), Exhibit D. With consideration to the modifications to Appendix K made in the 2019 UAW/GM National Agreement, the references to JOBS are no longer meaningful or practical. Rather than attempting to remove all references to JOBS in the SUB Plan, the parties have agreed that all (JOBS) references should be disregarded as they are no longer valid.

This letter also confirms the understanding between the company and the Union to continue the suspended status of the four (4) letters in the February 17, 2009, Memorandum of Understanding Re: Supplemental Unemployment Benefits.

The suspended letters are as follows:

Continuing SUBenefits
Extended SUBenefits Idled Plants
C-SUB /E-SUB Entitlement
GIS Elimination

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:

At the conclusion of the 2011 negotiations, the parties agreed to discuss termination of the Trust associated with the Supplemental Unemployment Benefit (SUB) Plan.

As a result of those discussions and following considerable analysis and research, the parties agreed that the SUB Plan no longer needed to be funded by the Trust and that the Trust would be terminated.

Consequently, in 2013, the Trust was terminated without impacting benefit eligibility, entitlement, and with no disruption of SUB Plan benefit payments.

During the course of this Agreement, the Company and the UAW shall endeavor to find all SUB Plan sections that will require revision to remove references to the Trust, consistent with the Trust termination. The parties agree that these revisions will be addressed in the negotiations of the next Agreement.

Consistent with the parties commitment in the 2015 Agreement, at the conclusion of the 2019 negotiations, the parties endeavored to successfully remove all references to the trust, without impacting benefit eligibility, entitlement, and with no disruption in SUB Plan benefit payments. However, if it is later found that any such elimination of the Trust language impacts payment, entitlement, eligibility, or otherwise disrupts SUB benefit payments, the parties will meet and discuss and resolve the matter consistent with the dispute mechanisms outlined in the Plan.

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

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

Dear Mr. Dittes:

During these 2015 negotiations, the parties discussed the separate benefits provided within the Supplemental Unemployment Benefit (SUB) Plan benefit structures and the prospect of independently accounting for and reporting the distinct Indefinite Layoff (ILO) and Temporary Layoff (TLO) components. The parties agree that ILO and TLO are distinguishable due to differences in eligibility, scope, duration and level of benefits that would be better served by separate accounting and reporting for each component and that accounting for them separately would not impact employees' benefits eligibility or treatment.

To improve the accounting treatment and reporting of these SUB Plan benefits, the parties agree that ILO and TLO benefits will be accounted for and reported in all respects as separate employer-sponsored supplemental unemployment welfare benefit plans under the Employee Retirement Income Security Act of 1974 (ERISA) and Section 501 (c) (17) of the Internal Revenue Code.

It is expressly understood that the underlying benefits to each SUB Plan component will remain unchanged and this letter agreement only speaks to separating the accounting and reporting of each element of ILO and TLO. This accounting and reporting treatment will not alter the current administration of ILO and TLO benefit payments to SUB Plan participants. There is no change in the reporting requirements to the Union.

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 the 2019 Negotiations, the parties discussed SUB and TSP benefit durations (eligible weeks) and the challenges of integrating GMCH Employees into this Plan. For this Agreement, the parties considered the differences in the SUB and TSP benefits available as of October 15, 2015 to all General Motors LLC and General Motors Components Holdings LLC Employees. Considering the resulting total of unused SUB weeks and unused TSP weeks, each Employee would otherwise be eligible for per their applicable Agreement, in aggregate, less the total number of weeks used, in aggregate, all impacted Employees continue to realize a competitive level of income security.

As a result of these discussions, effective with this agreement, remaining (unused) weeks of SUB durations and TSP durations are being combined and reallocated in a manner that results in a new allocation of “whole weeks” of SUB and TSP durations, respectfully, to the level specified in Article III, Section 1 and as identified in the Memorandum of Understanding, re: General Motors Components Holdings LLC.

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

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.

(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 the local union benefit representative's regular shift and without loss of pay, a local union benefit representative(s) may visit a local hospital, an impartial medical opinion clinic or a health maintenance organization, or other similar type facility, 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.

(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.

**ITEMS AGREED TO BY
UAW-GM SUB BOARD OF
ADMINISTRATION**

COVERING

**SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

**(These “Items Agreed To”
are subject to change
at any time by mutual agreement
of the members of the
UAW-GM SUB Board of
Administration)**

**Items Agreed to by UAW-GM
SUB Board of Administration**

A. LOCAL COMMITTEES

1. Meetings of the “Local Committee” established pursuant to the Plan shall be arranged by mutual agreement between the Company and Union Local Committee members.

2. Where a number of Employees are laid off in a Week and the Company has determined that SUBenefits will not be payable for such layoff, the Company member of the Local Committee will contact the applicable Union member promptly, advise the Union member of the reasons for such determination, and arrange a meeting to discuss such reason(s). Such meeting will be held no later than the Week following the Week in which the layoff occurred (unless such time limit is extended by agreement of the Company and Union Local Committee members). Additional Local Committee meetings will be held as soon as possible, where necessary, until all the pertinent available facts with respect to the layoff have been made known to the parties.

3. Written case summary of each appeal, including pertinent discussion, statements of position, and information exchanged, will be prepared and approved promptly by the parties.

4. The Union member of the Local Committee shall, after reporting to the Union member’s supervisor, be granted permission to leave work during the Union member’s regular working hours without loss of pay:

(a) to attend meetings of the Local Committee including sufficient time during such meeting to write the Union's position with respect to any appeals which are to be filed with the Board of Administration,

(b) to meet with an active Employee (or with a laid-off Employee, retiree, or other person reporting to the Plant) who requests the Union member of the Local Committee's presence in order to give the Union member of the Local Committee necessary information with respect to a problem concerning the payment, denial, or appeal of a SUBenefit or Separation Payment,

(c) to discuss with an Employee any change in the status of the Employee's appeal,

(d) to conduct investigations within the plant with respect to situations where a number of Employees are laid off for reasons for which the Company has determined that SUBenefits will not be payable,

(e) to conduct investigations within the plant concerning the reason or reasons for any Short Work Week, with the understanding that the time will be devoted to the prompt handling of such matters.

5. (a) An Employee having a question concerning the amount of or the reason for nonpayment of an Automatic Short Week Benefit, may request the supervisor to call the Employee's Shop Committeeperson for the zone to discuss such question. Where applicable, the Shop Committeeperson for the zone may supply applications for SUBenefits and SUB appeal forms to the Employee to complete and file in accordance with the regular plant procedures. The Shop Committee person shall not process SUB appeals.

(b) The Union member of the Local Committee in a plant with multi-shift operations or at a location with multi-plant operations may request the Shop Committeeperson for the zone where a SUB problem arises to investigate such problem when it is impracticable for the member of the Local Committee to handle such problem, and report the findings of the Shop Committee person's investigation to the Union member of the Local Committee. Such request may be made through the supervisor of the Union member of the Local Committee. The Union member of the Local Committee shall notify the Company member of the Local Committee that such request was made.

(c) Consistent with the purpose of Sections A4, A5(a), and A5(b) of this "Items Agreed To," a rule of reason should be applied in determining whether an Employee should be excused from the Employee's job in order to confer with the Union member of the Local Committee (or Shop Committeeperson for the zone) concerning a SUB problem. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the Employee from the Employee's job. On many jobs, discussion between the Employee and the Union member (or Shop Committeeperson for the zone) is entirely practical without the necessity of the Employee being relieved. On the other hand, an Employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to discuss such problem with the Union member (or Shop Committeeperson for the zone). A suitable place in which to discuss such problem also should be permitted a laid-off Employee, a retiree, or other person reporting to the plant. This shall not interfere with any local practice which is mutually satisfactory.

6. Where the Local Committee has agreed to use the Mass Appeal Procedure (Item E hereunder), the Union member of the Local Committee will be permitted time to prepare necessary Employee notices concerning the mass appeal procedures, and to arrange with the president of the Local Union or the Chairperson of the Shop Committee for the posting of such notices.

7. Where a SUB disqualifying layoff has occurred because of circumstances arising at another Company plant, the Union member of the Local Committee may request the Regional Director of the International Union (or a specified representative), for such other Company plant, for assistance. The Regional Director (or the specified representative) shall be granted permission to visit such other plant in accordance with the provisions of Paragraph (38) of the National Agreement for the purpose of investigating specific SUB appeals arising out of such circumstances. The Regional Director (or specified representative) shall report the findings of the investigation to the Union member of the Local Committee making such request.

8. The power and authority of the Board to make determinations required pursuant to Article VI, Section 4 of the UAW-GM SUB Plan shall be, and hereby is, delegated until further notice to the Local Committees established under the Plan; provided, however, that if any Local Committee shall fail to make a determination when called upon to do so in a proper case, the case shall be referred to the Board by either the Union or management member of such Local Committee for appropriate Board action.

B. APPEAL PROCEDURE

1. *First Stage Appeals*

(a) Any Employee who disputes a written determination by the Company with respect to the payment or denial of a Benefit (except with respect to determinations made in connection with Article I, 1(b) (11) of the Plan), Separation Payment or a Lump-Sum Payment, may file an appeal to the Local Committee as provided in the Plan on Form GM SUB- 6.

(b) A first stage appeal to the Local Committee shall be deemed to have been filed with the designated Company representative when it is received by the Company at the designated SUB office.

(c) In all cases where the Employee has filed a claim on Form GM SUB-6, the Local Committee shall review such claim as provided in the Plan. If the appeal is denied or not resolved by the Local Committee, the Employee shall be so advised on Form GM SUB-7, 7A, or 7B, whichever is applicable.

2. *Appeals to the Board*

(a) An appeal not resolved by the Local Committee may be appealed to the Board as provided in the Plan and shall be filed on Form GM SUB-8 (if by the Local Committee) or on Form GM SUB-8A (if by the Employee).

(b) If a Local Committee is no longer established due to the discontinuance of a plant, an Employee may file a first-stage appeal directly to the Board on Form GM SUB-6. Such appeal shall be considered filed with the Board when filed with the Board Secretary.

(c) Statements accompanying appeals to the Board as a part of the case file, shall be submitted either jointly or separately by the Union and Company members of the Local Committee; provided, however, that any such separate statements shall first be exchanged and reviewed by the Local Committee (including any additional rebuttal statements as desired by either party) prior to inclusion in the appeal file for submission to the Board.

(d) All appeal files submitted to the Board shall include a joint statement by the Management and Union members of the Local Committee setting forth the pertinent facts and circumstances involved, as agreed to by the parties.

(e) The entire content of any appeal file appealed to the Board shall be reviewed by the Local Committee prior to submission to the Board. Both Local Committee members shall sign a joint appeal transmittal to the Board.

(f) The designated Company representative receiving the appeal to the Board shall promptly transmit the case file, to the International Union, UAW, at the respective addresses shown on the form.

(g) Upon receipt at the Board, all appeal files will be reviewed initially for Local Committee compliance with the foregoing procedures. If the Local Committee has failed to comply with such procedures, or if the appeal file is incomplete, the appeal file shall be returned to the Local Committee with directions to make the file complete in accordance with such procedures. The docketed appeal shall be stricken from the Board's docket. When the appeal file is again presented to the Board, the appeal covered by such file shall be redocketed.

(h) The Employee, the Local Committee, or the Union members of the Board may withdraw any appeal to the Board at any time before it is determined by the Board, on Form GM SUB-8B provided for that purpose. Copies of such completed form shall be given to the Employee, to a Management and the Union member of the Local Committee (if completed by Union members of the Board) and to the Board (if the appeal was previously referred to the Board).

(i) The Local Committee shall be advised in writing by the Board on Form GM SUB-9 of the disposition of any appeal previously considered by the Local Committee and referred to the Board. The Local Committee shall forward a copy of such Form GM SUB-9 to the Employee who initiated the appeal.

C. TIME LIMITS FOR APPEALS

The 30-day time limit for an Employee filing a first stage appeal directly to the Board (in the absence of an established Local Committee) shall begin on the day following the date of mailing of the Company's written determination. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

D. DIRECT BOARD APPEALS REGARDING ARTICLE I, 1(b)(11)

1. The Company members of the Board have advised the Union members thereof that all or part of a Regular Benefit has been paid under employee appeals to the Board involving the provisions of Article I, Section 1(b)(11) of the SUB Plan on the following basis:

“The Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(b) thereof and the Employee was denied a State System Benefit only for one or more of the following reasons in addition to any other reason set forth under Article I, Section 1(b) of the Plan:

(i) the Employee was not available for work as required by the applicable State System, but the Employee’s unavailability was because of emergency circumstances beyond the Employee’s control, or because the Employee was summoned and reported for or performed jury duty, or because the Employee left the state while on a model change, plant rearrangement or inventory layoff, or because the Employee did not work all the hours made available by the Company provided that, for all such hours not worked, the Employee was excused in advance for personal business or for leave of absence for vacation purposes and that the Employee was on a qualifying layoff for the remainder of the Week;

(ii) the Employee received pay in lieu of a vacation;

(iii) the Employee was a full time student (as defined under the applicable State System) provided the Employee had been working full time for the Company while a full time student;

(iv) the Employee quit another employer to accept a recall to the Company;

(v) the Employee failed to meet the applicable State System reporting requirements and such failure was because of the Employee’s death on or before the Employee’s State System reporting day applicable to the Week”.

2. The Company members of the Board have further advised the Union members thereof as follows with respect to Employee appeals to the Board involving the provisions of Article I, Section 1(b)(11) of the SUB Plan:

“Where an Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(b) thereof and the Employee was denied a State System Benefit for a reason in addition to any other reason set forth under Article I, Section 1(b) of the Plan or under item 1 above of this Part D, the facts and circumstances of each such situation will be reviewed on a ‘case by case’ basis and, based upon the merits of each such ‘case’ pertinent to Article I, Section 1(b)(11), consideration given to the payment of all or part of a Regular Benefit. Such consideration shall also include whether to incorporate in the Benefit calculation the estimated amount of State System Benefit to which the Employee would have been otherwise entitled”.

“Situations that will receive favorable consideration under the provisions of this item 2 of Part D will include the following:

The denial of an Employee’s State System Benefit for one or more Weeks of qualified layoff by reason of serving a penalty invoked under the State System as a consequence of a Company discharge of such Employee which was subsequently rescinded and where the Employee returned to work for the Company prior to the commencement of the layoff period for which the State System penalty is being served, or where the Employee’s status was changed directly to qualified layoff as of the date the discharge was rescinded. If otherwise eligible therefore, Regular Benefits will be payable for such Weeks of layoff prospective from the date the discharge was rescinded

and for which the State System penalty is being served, including in the calculation thereof an estimated amount of State System Benefit.”

3. An Employee who disputes a written determination of Benefit ineligibility by the Company in connection with the provisions of Article I, Section 1(b)(11) of the Plan, may file a first stage appeal on Form GM SUB-6 directly with the Board. Such appeal shall be deemed to have been filed with the Board when filed with the designated Company representative in accordance with the provisions and procedures applicable to a first stage appeal. The Local Committee, while not empowered to make, or to attempt to make, any determination with respect to such appeal, shall review the claim promptly and submit statements to the Board, jointly or separately; provided, however, that any such separate statements shall be exchanged by the Local Committee members prior to submission to the Board.

Following review by the Local Committee, the Company representative shall promptly transmit the case file to the Board pursuant to the procedures under B, 2 above. The Local Committee shall be advised in writing by the Board on Form GM SUB-9 of the disposition of the appeal. The Local Committee shall forward a copy of the Form GM SUB-9 to the Employee who initiated the appeal.

E. MASS APPEAL SITUATIONS

The following special appeal procedure will apply in situations, as identified and agreed upon by the Local Committee, involving large numbers of Employees with respect to each of whom the pertinent facts and appeal issues are identical. This special appeal procedure shall apply only with respect to Employees who either have applied for and were denied a Benefit, Separation Payment or Lump-

Sum Payment, or were paid a Benefit, Separation Payment or Lump-Sum Payment and believe that they were entitled to such payment in a greater amount. When an Employee dispute exists with respect to a Company determination concerning eligibility for or the amount of a Benefit, Separation Payment or Lump-Sum Payment, the Local SUB Committee shall select a representative Employee case as a test case for the specific issue(s) in dispute. The test case shall be processed in accordance with, and subject to, the regular appeal procedures. The Employee selected for test case purposes shall file a Form GM SUB-6 in accordance with the procedures governing a first stage appeal. The name of each Employee to be identified with the test case, together with the Week(s) involved, shall be made a matter of record and attached to the test case appeal file in a manner mutually satisfactory to the members of the Local SUB Committee. The required appeal forms will be completed with respect to the Employee test case only, but the Local SUB Committee and/or Board determination with respect to the test case, shall be equally binding with respect to all the Employee cases identified as a matter of record with the test case.

F. APPEAL FORMS

The SUB forms attached hereto have been adopted by the Board. They are identified as GM SUB-6, 7, 7A, 7B, 8, 8A, 8B, and 9.

G. TIME LIMIT FOR FILING EMPLOYEE'S BENEFIT APPLICATION

In any situation where an Employee has been denied a Benefit solely because the Employee failed to meet the 60-day application time limit required under the Plan, the Local Committee may extend such time limit if it determines that the Mass Appeal Procedures (Item E hereunder) apply, or that unusual and extenuating

circumstances prohibited the Employee from filing the application within the allotted time.

H. APPLICATION AND APPEAL FORMS

Management will furnish a small supply of SUB application and appeal forms to the Union member of each Local SUB Committee upon request of such members. Such forms will be used by the Union member of the Local SUB Committee only to comply with requests from individual Employees.

I. DETERMINATION OF DATE SUBBENEFIT OVERPAYMENT ESTABLISHED OR CREATED

For purposes of compliance with the 60 day time limit (pursuant to Article II, Section 4 of the Plan) for notifying Employees of any SUBenefit overpayment which results from a Company error in calculating a SUBenefit, such 60 day period shall be determined as beginning on the date of issue of the SUBenefit draft or check involved.

J. PAIRING CONCEPT

1. Pairing will not be applicable to a Work Week for which an Automatic Short Week Benefit is payable.

Earnings and hours applicable to work for the Company, as used in determining eligibility for and the amount of an Automatic Short Week Benefit, shall be only such earnings and hours that are applicable to days in the Work Week.

2. Determination of Regular Benefit eligibility shall be made with respect to the Work Week. The calculation of any Regular Benefit shall include only the hours and earnings applicable to the State Week except as otherwise provided in Article II, Section

3(a)(2). However, if an Employee works the Sunday immediately prior to the beginning of a period of layoff and solely because of such Sunday earnings is disqualified for a State System Benefit for the week or whose State System Benefit for the week is reduced, such Sunday earnings shall not be considered as Other Compensation for the purpose of calculating a Regular Benefit.

3. The Benefit as determined under Item (2) above for any state week shall apply to the Work Week or Pay Period which has at least 4 calendar days in common with such state week.

4. The Work Week which is selected by pairing Work Weeks and state weeks as in Item (3) above is used in applying the Employee's registration and application requirements, the applicable disqualifications under Article I, cost-of-living allowance and Years of Seniority.

K. BENEFIT OVERPAYMENTS

For the purpose solely of administering the provisions of Article II, 4(b)(1) and (2) of the SUB Plan, (1) the term "paycheck" will exclude payments made by the Company to a former Employee after the date such former Employee's seniority is broken, and (2) each 40-hour increment or fraction thereof paid to an Employee under the provisions of Paragraphs (191), (192), and/or (193) of the Collective Bargaining Agreement shall be deemed to be a "paycheck".

L. REPLACEMENT OF SUB CHECKS

1. In those situations where either a Regular Benefit, Transition Support Program (TSP) weekly or TSP Lump Sum Payment, or a Separation Payment check, issued to an otherwise eligible Employee, has been lost, stolen or destroyed, a replacement SUB

check promptly will be issued to the Employee claiming such loss, if, upon the submission by the Employee of a properly completed request for replacement of SUB check form, as provided by the Company:

(1) the Company determine that the check identified on the request for replacement of SUB check form has not yet been presented to the Company for payment and the Company stops payment of the check; or

(2) the Company determine that the check identified on the request for replacement of SUB check form has been paid by the Company, and the Employee has signed and submitted to the Company, a notarized forgery affidavit, as provided by the Company, certifying that the signature on the cashed check is not the Employee's own.

2. If a replacement check has been issued to an Employee based on the Employee's completed forgery affidavit, and, subsequent to the issuance of such replacement check the Company determine that the original check was either (1) cashed by the Employee or (2) cashed by an individual against whom the Employee refuses to file criminal charges or a civil claim after having been requested to do so by the Company; then the amount issued to the Employee in such replacement check immediately will be determined a SUB Plan overpayment. The date the Company makes its determination that the original check was cashed by the Employee or an individual against whom the Employee refuses to file criminal charges or a civil claim will be "the date the overpayment was established or created," as provided under Article II, Section 4(a) of the SUB Plan. Any SUB Plan overpayment recovery shall be in accordance with Article II, Section 4 of the SUB Plan.

3. If a SUB Plan overpayment has resulted from the issuance of a replacement SUB check, and utilization of the overpayment recovery proceedings provided under Article II, Section 4 of the SUB Plan has not resulted in the return of the overpayment to the Company, then the amount of the overpayment may be assigned to a Board of Administration approved collection agency to recover such Plan overpayment. In accordance with Article VII, Section 6(b), of the SUB Plan, the Company shall be authorized to pay reasonable fees to the collection agency for services rendered.

**UAW-GM SUB BOARD OF
ADMINISTRATION**

Approved: October 28, 2019

FORM GM-SUB-6
(Rev 09/2013)

Local Committee Case No. _____

FIRST STAGE APPEAL
Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors Company and the UAW

Do Not Write in this Space <input type="checkbox"/> TO BOARD <input type="checkbox"/> TO LOCAL COMMITTEE
--

Employee _____ (Print) GMIN _____
 Division _____ Plant or Location _____ Date _____

EMPLOYEE'S CLAIM
(CROSS OUT the items in parentheses that do not apply)

CHECK ONE

- I received notice dated _____ that I am ineligible for (a lump sum payment) (a separation payment) (supplemental unemployment benefits).
- I received (a lump sum payment) (a separation payment) (supplemental unemployment benefits) in the amount of \$ _____ (and such supplemental unemployment benefit was paid for the week ending _____). The amount should have been \$ _____.
- I received notice of payment in error or overpayment of (a lump sum payment) (a separation payment) (supplemental unemployment benefits).

I believe this determination is improper and I hereby appeal.

(Employee's Signature)

ADDITIONAL INFORMATION
(Give any details you think will be helpful to the Local Committee in resolving your appeal.)

(Use back of page if additional space is needed.)

TO EMPLOYEE:

This "First Stage Appeal" must be filed with the Layoffs and Unemployment Center within 30 days following the date of mailing (1) of the Company's notice of determination or (2) of the supplemental unemployment benefits payment, separation payment or lump sum payment. You may mail this appeal or fax it to the Layoffs and Unemployment Center (248-365-9800) or give it to a member of the Local Committee who may file it for you with the Layoffs and Unemployment Center.

If additional information is needed from you, you will be contacted. If your claim is granted, payment will be mailed to you. If your claim is rejected, you will be notified.

Copies: Management
 Union
 Employee

3.GM-I-974C56.101
 SUB-6

FORM GM-SUB-7
(Rev 09/2013)

Local Committee Case No. _____

**NOTICE OF
LOCAL COMMITTEE DECISION**

**Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW**

TO: _____ _____ _____ _____	Division _____ Plant or Location _____
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Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____, has been considered by the Local Committee. The Local Committee's decision is as follows:

_____ _____ (Management Representatives)	_____ _____ (Union Representative)
Date _____	

Copies: Employee
Management
Union

FORM GM-SUB-7A
(Rev 09/2013)

Local Committee Case No. _____

**NOTICE OF
LOCAL COMMITTEE DECISION**

**Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW**

TO: _____ Division _____

_____ Plant or Location _____

Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____, has been considered by the Local Committee. The Local Committee has failed to resolve your appeal. The Company's determination from which you appealed remains in effect.

(Management Representatives) (Union Representatives)
Date _____

APPEAL PROCEDURE

If you disagree with the above decision, you may appeal to the GM-UAW SUB Board of Administration. Your appeal must be in writing on Form GM-SUB-8A, copies of which are available at the Local Union Office. Your appeal must be filed with the Board within 30 days following the date of this notice.

If you intend to appeal to the Board, save this notice.

Copies: Employee
Management
Union

FORM GM-SUB-7B
(Rev 09/2019)

Local Committee Case No. _____

NOTICE OF
LOCAL COMMITTEE DECISION AND OF APPEAL TO BOARD
Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: _____ Division

_____ Plant or Location

Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____

_____ has been considered by the Local Committee. The Local Committee has failed to resolve your appeal. The Company's determination from which you appealed remains in effect.

An appeal from the Company's determination has been taken in your behalf to the Board of Administration by the Union members of the Local Committee. It will not be necessary for you to file an appeal with the Board in this case. If additional information is needed from you, you will be contacted. If your claim is granted, payment will be mailed to you. If your claim is rejected, you will be advised.

(Management Representatives) _____

(Union Representatives)
Date _____

Copies: Employee
Management
Union

FORM GM-SUB-8
(Rev 10/2019)

Local Committee Case No. _____

LOCAL COMMITTEE APPEAL TO GM-UAW
BOARD OF ADMINISTRATION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: General Motors Global Headquarters
Layoffs and Unemployment Center
P.O. Box 5078
Southfield, MI 48086-5078

International Union – UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

This is an appeal from the Company's determination involving _____
(Employee's Name)

_____, An appeal from this determination was taken to the Local Committee
(Division and Plant or Location)
by the Employee and was considered by the Local Committee as CASE No. _____

The Local Committee having failed to resolve the First Stage Appeal, an appeal from the Company's
determination is hereby taken to the Board of Administration.

In support of this appeal the undersigned allege:

(State here the respects in which the Supplemental Unemployment Benefit Plan is claimed to have been violated and set forth the
facts relied upon as justifying a reversal or modification of the determination appealed.)

(Union Member – Local Committee)

(Union Member – Local Committee)

Date _____

Copies: Board – General Motors
Board – UAW
Local Committee – Management
Local Committee – Union
Employee

FORM GM-SUB-8A
(Rev 10/2019)

Local Committee Case No. _____

**EMPLOYEE APPEAL TO GM-UAW
BOARD OF ADMINISTRATION**

**Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW**

TO: General Motors Global Headquarters
Layoffs and Unemployment Center
P.O. Box 5078
Southfield, MI 48086-5078

International Union – UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, MI 48214

My appeal from the Company's determination to the Local Committee was considered by the Local Committee as CASE No. _____. The Local Committee having failed to resolve the First Stage Appeal, an appeal from the Company's determination is hereby taken to the Board of Administration.

In support, of this appeal I allege:

(State here the respects in which you claim the Supplemental Unemployment Benefit Plan has been violated and set forth the facts relied upon as justifying a reversal or modification of the determination appealed.)

Employee's
Signature _____ GMIN _____

Address _____
(Number and Street) (City) (State) (Zip Code)

Division _____ Plant or Location _____ Date _____

Copies: Board – General Motors
Board – UAW
Local Committee – Management
Local Committee – Union
Employee

3.GM-I-974C61.102
SUB-8A

FORM GM-SUB-8B
(Rev 09/2013)

Local Committee Case No. _____

NOTICE TO
BOARD OF ADMINISTRATION OF WITHDRAWAL OF APPEAL

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: General Motors Global Headquarters
Layoffs and Unemployment Center
P.O. Box 5078
Southfield, MI 48086-5078

International Union – UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

The Board of Administration is hereby advised that the Local Committee CASE No. _____

involving _____, _____ which was appealed
(Employee's Name) (Division and Plant or Location)
to the Board on _____ is hereby withdrawn.

Date _____

Signature(s) of Person(s)
Making Withdrawal:

(Employee)

OR

(Union Member – Local Committee)

(Union Member – Local Committee)

OR

(Union Member – Board)

(Union Member – Board)

(Union Member – Board)

Copies: Board – General Motors
Board – UAW
Local Committee – Management
Local Committee – Union
Employee

FORM GM-SUB-9
(Rev 09/2019)

Board of Administration Case No. _____

NOTICE OF
BOARD OF ADMINISTRATION DECISION
Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

Division _____ Plant or Location _____

Address _____
(Number and Street) (City) (State) (Zip Code)

Employee Involved _____ Local
Committee
Case No. _____

DECISION OF BOARD

(General Motors LLC Representatives) (International Union-UAW Representatives)

Date _____

Copies: Board – General Motors
Board – UAW
Local Committee – Management
Local Committee – Union
Employee

ALLIED UNION SERVICES

