

## **MEMORANDUM OF UNDERSTANDING OPERATING PHILOSOPHY**

The parties agree that to achieve the complementary objectives of maintaining or enhancing employment opportunities and contributing to corporate profitability will demand a different, more progressive method of operating our business. We understand the extremely competitive nature of our business, the significant capital investment required to maintain our operation, and the necessity to become a strong corporate contributor. Only through financial success can we expect to become a strong, viable business and earn the opportunity to research new business which will lead to job preservation or expansion at the Bedford Plant.

With such mutually beneficial objectives in mind, the joint parties have held lengthy discussions which have resulted in the following understandings and commitments:

The parties have long agreed that people are the organizations greatest resource and only through the effective utilization of people can any organization create or maintain a sustainable competitive advantage. As noted in Appendix "K" of the National Agreement, the parties acknowledge that true job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement, and competitiveness. Therefore, we commit to creating a more flexible, efficient organization by allowing people to fully utilize their skills and abilities by eliminating restrictive barriers.

The parties also recognize the critical importance of all employees becoming a more integral part of the business with a greater sense of ownership. To facilitate this, we commit to significantly improving the communications process and providing additional business information to everyone. This is intended to create greater involvement, which we believe will lead to major improvement opportunities.

The parties further recognize that our current core products are transmission cases/housings, engine blocks, cylinder heads, and **structural components**. We commit to research opportunities to expand our core businesses based on sound financial decisions, in an effort to increase jobs in the Bedford plant.

Finally, the parties recognize that this understanding represents a major cultural change from the way we have traditionally operated, but also recognize that it is a necessary change aimed at establishing this location as a profitable and competitive operation. The parties recognize that problems may be encountered during the transition period, but pledge to resolve those problems jointly, in a timely manner as they arise.

Memorandum of Understanding is entered into this **31<sup>st</sup>** day of **March, 2021** between General Motors **Propulsion Systems** of General Motors Company, LLC, Bedford Plant and Local 440 U.A.W. This understanding is entered into based upon mutual trust with both parties committed to building and maintaining a collaborative relationship and to address matters of mutual interest.

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**MEMORANDUM OF UNDERSTANDING  
REGARDING A LIVING AGREEMENT**

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors **Propulsion Systems**, General Motors Company, LLC, Bedford Plant, and the United Auto Workers of America, Local 440 to be effective April 23, 2021.

During the current local contract discussions, the parties recognized that there exists a real need for resolving mutual problems and concerns as quickly as possible once they arise. Both parties agree in principle with the concept of an ongoing concern resolution process and are committed to achieving mutually established performance improvement goals and objectives directed towards securing our future and prospering at the Bedford Plant. It is expected that the Concern Resolution process will establish a method for review, discussion and resolution of all issues that are presented by either party. This process will include involvement at all levels of the organization until resolution is attained.

To formalize the implementation of this living agreement, it is agreed that understandings relative to Local Wage, Seniority, Shift Preference, and Paragraph 71, as agreed to during these negotiations shall remain in effect on an ongoing basis with the mutual agreement of both the Local Union and Management. These understandings are subject to the approval of the Corporation and the International Union and will be reviewed periodically.

Newly developed understandings, as well as changes or modifications to existing guidelines, may be presented on an ongoing basis for mutual agreement of both the Local Union and Management, subject to the required approvals of the Corporation and the International Union.

The parties agree that the traditional method of saving up problems and only addressing them once every four years did not serve the people of Bedford well and there is no intent to revert to that process. Rather, here in Bedford, the parties will work together continuously to ensure that problems are addressed.

This agreement will be terminated only if either party notifies the other, in writing, at least 60 days prior to the intent to terminate.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized representatives this 31<sup>st</sup> day of March, 2021.

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## LOCAL WAGE AGREEMENT

This agreement entered into between General Motors Propulsion Systems Division of General Motors Company, LLC, Bedford, Indiana, and Local No. 440 of the International Union, UAW, on the 31<sup>st</sup> day of March, 2021, in accordance with the Agreement between General Motors Corporation and the International Union, UAW.

This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 23<sup>rd</sup> day of April, 2021. After such notice of ratification is received from the local Union by Management, this Agreement will be effective as provided for herein upon approval of the General Motors Company, LLC, and the International Union, UAW. The rules and wage scale by job classification are attached hereto and made a part of the Agreement.

### SECTION I - AUTOMATIC RATE SCHEDULE

It is understood that the automatic rate schedule set out herein is in complete compliance with the provisions of Paragraph 98 of the National Agreement. When an employee is transferred from a classification which does not have a merit spread to a classification with a merit spread, his rate shall be increased according to the terms incorporated in Paragraph 163 of the National Agreement between General Motors Company, LLC, and the UAW.

### SECTION II - GENERAL PROVISIONS

When an employee is transferred to a higher rated classification and his rate is lower than the hiring rate for the classification to which he is being transferred, he will be advanced to the hiring rate at the time of transfer. He then will follow the automatic rate increase schedule for the classification.

In any event, a seniority employee will be given top rate of the job not later than 30 days after transfer.

When a seniority employee is permanently transferred or recalled from layoff to a job classification in Box "A" of the Local Seniority Agreement, he will receive the job rate of the classification to which assigned immediately upon transfer or recall from layoff.

When an employee is transferred to a higher-rated classification and his rate is higher than the hiring rate for the classification to which he is being transferred, he will be transferred at his old rate and will be stepped up five cents (\$.05 cents) plus any fraction of five cents (\$.05 cents) remaining at the expiration of 14 days. At this point, if he has not reached the maximum rate of the classification, he then will follow the automatic rate increase schedule for the classification. In any event, a seniority employee will be given top rate of the job not later than 30 days after transfer.

When an employee is transferred to any classification which pays a rate equal to or less than the rate he has been receiving, he shall be given credit for time spent in his old classification toward his automatic rate increases in the classification to which he is being transferred.

When an employee is transferred from a higher-rated classification to a lower-rated classification, he shall be transferred at his old rate, providing it is not greater than the maximum

for his new classification. If his rate is greater, he shall be reduced to the maximum of this new classification.

When an employee is transferred to a higher-rated classification, the starting rate of which is the same as his present rate, he shall be transferred at his present rate and then will follow the automatic rate increase schedule for the classification to which he has been transferred.

In any event, a seniority employee will be given top rate of the job not later than 30 days after transfer. When an employee is transferred to a higher-rated classification in which he formerly was classified, he shall be transferred at the rate of pay which he formerly received while in the classification; if not the top rate, he then will follow the automatic rate increase schedule for the classification to which he has been transferred.

An employee assigned to a higher-rated job for a continuous period greater than one-half hour during their shift will be paid the higher rate for the entire shift.

In order to establish a standard procedure covering the effective date of automatic rate increases, all such increases that normally would become effective on Monday, Tuesday or Wednesday of a given week will be effective on Monday of that week.

All automatic increases that normally would be effective on Thursday, Friday, or Saturday of any given week will be made effective on the following Monday.

This wage agreement supersedes and terminates all other Local Wage Agreements between the General Motors **Propulsion Systems** Division of General Motors Company, LLC, Bedford, Indiana, and Local No. 440 for the employees represented by Local No. 440, UAW, subject to ratification of the local Union and the approval of the Corporation and the International Union, UAW.

This wage agreement shall run concurrently with and will be subject to the terminal provisions of the current National Agreement and succeeding National Agreements.

# GMPS BEDFORD PLANT LOCAL WAGE RATE SCHEDULE

Maximum Base Rate

Effective: based on 52 weeks-worked

## Production

9/14/20

Alloy Melter	\$31.37
Chip System Operator	\$31.37
*Die Cast Technician	\$31.37
*Semi-permanent Mold Technician	\$31.37
*Die Cast Job Setter	\$31.37
Driver- Inside	\$31.37
Driver - Hot Metal	\$31.37
Inspection Customer Inspector	\$31.37
Receiving Checker/Attendant	\$31.37
Waste Water Treatment Operator	\$31.37
Waste Water Treatment Operator - Sludge	\$31.37

\* Leader rate is \$1.00 above classification leading.

## Skilled Classifications

9/14/20

*Die Maker-Die Cast & Perm. Mold Dies	\$36.15
**Inspection Layout	\$35.78
*Machine Repair	\$35.76
*Millwright - Welder	\$35.62
*Pipefitter	\$35.42
**Welder, Tool & Die	\$35.78

\* Leader rate is \$1.00 above classification leading.

\*\* Not to be repopulated.

Local Wage Rate Schedule (cont'd)

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

**GM Propulsion Systems** Division  
General Motors Company, LLC.  
Bedford Plant

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For the International Union  
Region 2-B

For GM **Propulsion Systems** Division

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

For the International Union  
GM Department, UAW

For General Motors Company, LLC.

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## LOCAL SENIORITY AGREEMENT

This Agreement is entered into between the General Motors **Propulsion Systems** Division of General Motors Company, LLC, Bedford, Indiana, and Local No. 440 of the International Union, UAW, on the **31<sup>st</sup>** day of **March, 2021** in accordance with the Agreement between General Motors Company, LLC. and the International Union, UAW. The Company, LLC. recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, as the exclusive representative of the Production and Maintenance employees and Mechanical employees in Engineering Department Shops for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the Bargaining Units in which they have been so certified, and in such other Bargaining Units as presently exist and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board. The purpose of this Agreement is to define and describe the seniority status of employees within the Bargaining Unit as currently exists or as may be amended. This Agreement is subject to written notice of ratification by the Local Union to be given to the local Management not later than the **23<sup>rd</sup>** day of **April, 2021**. After such notice of ratification is received from the Local Union by Management, this Agreement will be effective, as provided for herein, upon approval of the General Motors Company, LLC, and the International Union, UAW.

Employees shall be divided into separate non-interchangeable occupational groups, in accordance with the attached flow charts.

### SECTION I - DEFINITIONS

#### A. Occupational Group

All employees working in a job classification plant-wide, as set forth in the boxes in the attached flow charts.

#### B. Flow Charts

A listing of job classifications and boxes, indicating the employee placement route to be followed in a permanent reduction in force or permanent placement as a result of an adjustment in the workforce. When making adjustments to the workforce that involve reductions in Box 'A' to fill openings in Upper Flow, the employee reduced from their classification must flow through Box 'A' and displace the lowest seniority employee to the Upper Flow opening.

### SECTION II - PERMANENT LAYOFF, REHIRE PROCEDURE AND PERMANENT PLACEMENT

A. In the event of a permanent reduction in force or a classification reduction, resulting in permanent transfer, placement will be made in the following manner:

1. When it becomes necessary to reduce the number of employees in a classification in a flow chart box, employees will be removed from the classification in the flow chart box so affected in reverse order of seniority. The employee with the least seniority will be

removed from their classification in the flow box as soon as possible, but not to exceed five (5) working days, and will be placed in a job that they can do in another classification that is held by a shorter seniority employee, as provided in the attached flow charts. It is understood that employees who have not attained seniority will be removed from any flow chart box before seniority employees are removed. It is understood that employees who have not attained seniority will be laid off before any employees with seniority are laid off, excepting skilled trades classifications.

2. Employees affected by a reduction in force will retain seniority rights and will be recalled to the highest-rated job from which they have been moved as a result of the operation of this seniority agreement, provided they are capable of performing such job, seniority permitting.
  3. a. After being placed, in accordance with the Paragraph A1 above,
    - (1) An employee who flows within Box "A", or is reduced to Box "A" from Upper Flow, may make written application on forms provided by Management for placement on any job in Box "A" on the basis that they are capable of performing such job, or,
    - (2) An employee placed in Upper Flow, or laid off, as a result of the operation of this section, may make written application for any job in the upper flow chart box in which they have been formerly classified and has held seniority and is capable of performing.
  - b. These applications must be made within five (5) working days after placement, in accordance with Section II, Paragraph A1, or layoff, in accordance with Section II, Paragraph A3 (a) and seniority permitting, the applicant will be placed on such job, thereby "bumping out" the lowest seniority employee, unless there is an available opening. This placement will occur as soon as possible but not to exceed five (5) working days after the time limits for making such application.
  - c. Employees with recall rights to their highest rated job, under Section II A3 a (2) will compete co-equally with the employees who have made application under Section II A3 a (1) and (2) and will be given primary consideration over all others for upper flow jobs.
  - d. Employees with recall rights to their highest rated previously held job, eligible applicants under Section II 3a(1) and valid Paragraph 63 National Agreement applicants will compete co-equally, for jobs in Box "A", the senior employee being transferred.
4. Employees having insufficient seniority to remain in the plant on a plant-wide basis will be laid off as they are displaced from the last point in Box "A" where they had seniority and no longer have seniority sufficient to remain in the plant.
  5. When it is necessary to transfer employees pursuant to this section, such transfers will be presumed to be for longer than 30 days, and therefore, the seniority of such employees will be carried into the occupational group to which they are transferred and will become effective as of the date of transfer.
  6. Preference where seniority dates are the same. When two or more employees in the seniority group have the same seniority date, they shall be listed on the seniority list,

alphabetically, by their last name, as of the date of hire, A to Z. Employees with the same seniority date shall be laid off, alphabetically, from Z to A.

- B. Recall from Layoff-Employees who have been laid off from the plant, in accordance with Section IIA, will be recalled to work in line with their plant-wide seniority as jobs become available, provided they are capable of doing the job. In case an employee is recalled to Box "A", the employee may be placed on a job in accordance with the provisions of Paragraph A3a above.

### **SECTION III - TEMPORARY LAYOFFS**

- A. In the event of temporary layoffs resulting from:
1. Model change or plant rearrangement
  2. Plant inventory/Market-related Volume Declines
  3. Material shortages
  4. Machinery and/or equipment breakdown or any condition known at the time to be temporary.
  5. Labor disputes at another plant.
- B. Management will apply temporary layoff for the above periods only.
1. Temporary employees will be laid off first.
  2. During a temporary layoff for the above periods, affected employees will be laid off by accepting layoff on affected shift in the affected department and classification
  3. The method will be as follows:
    - a. The seniority employees will be contacted for temporary layoff.
    - b. Employees, who do not accept temporary layoff, will be laid off on the affected shift in the affected department and classification with the least plant seniority employees first.
    - c. The above sections (a. and b.) apply, also, to skilled trades, except that their skilled trades seniority date will be used in place of their plant-wide seniority.
  4. Employees laid off under this paragraph will be recalled to work, on the basis of the least seniority employee laid off, will be the first recalled
  5. For temporary layoff, that exceed thirty (30) calendar days, Section II (Permanent Layoff) of the Local Seniority Agreement shall be applied effective on Monday following the 30<sup>th</sup> day, unless the temporary layoff period is extended by written agreement with the Shop Committee
  6. It is understood that during periods of temporary layoff, a population increase to fill an opening in an affected department will involve re-calling employees from layoff as required, and placement will be made pursuant to the provisions of the seniority agreement herein.

### **SECTION IV - GENERAL**

- A. Personal Waiver
1. After a reduction in force in a classification, an employee at work in the plant may sign a personal waiver form at the Personnel Department. This will waive their re-call rights back to that classification, until canceled as herein stipulated.

2. When an employee cancels his waiver, they will be placed in the next vacancy in that classification, seniority permitting.
3. Management must retain the option, at its discretion, to cancel an employee's waiver. Management will cancel the waiver of the youngest seniority employee, exercising this option.

#### B. Transfer of Seniority in Cases Other than Permanent Layoff, Rehire Procedure and Permanent Placement.

In the transfer of employees from one non-interchangeable occupational group to another in cases other than permanent layoff, rehire procedure and permanent placement, there will be no loss of seniority. However, in case of transfers not to exceed 30 days, an employee will retain their seniority in the occupational group from which they were transferred. For transfers in excess of 30 days, the employee's seniority will be transferred to the new occupational group.

1. Any transfer from one non-interchangeable occupational group to another in Box A will be considered for more than 30 days, therefore, seniority will be transferred to the new occupational group at the time of transfer.
2. If an employee is reduced from a classification before they have seniority in it and again is transferred back into the same classification, they will be credited with the amount of time previously spent in it.
3. If an employee is transferred to another classification, any unexcused absence of over five (5) consecutive working days will not be considered as applying toward the amount of time for this employee to transfer their seniority to the new group.
4. Employees with seven (7) days but less than 30 days will be removed from their classification in a reduction in force in that classification in reverse order of their plant-wide seniority, and vice versa on recall
5. Production employees will be classified in the classification in which the majority of their work occurs. It is understood that exceptions to this rule will occur resulting from vacations, short term sick leaves, military leaves, or other employee absences known to be temporary. Loanouts will be made for a period not to exceed one week, following which, proper transfers will be made.
6. The above provisions do not apply to the skilled trades classifications.
7. Transfer sheets will be posted by noon on Thursday of each week.

#### C. Extra Help During Model Change or Plant Rearrangements.

When extra help is to be selected in accordance with Paragraph 179 of the National Agreement for Maintenance Department and Tool and Die Shop for work on model change and plant rearrangements, employees will be permitted to apply for such work at their department. Employees who can do this work will be selected from among applications who otherwise would be laid off during such periods, and where qualifications are equal, the employee with the greatest seniority will be given preference. The nature and duration of these assignments to each employee will be the responsibility of the supervision.

#### D. Extra Help During Inventory

When additional help is needed to perform that part of the inventory work usually performed by hourly-rated employees during plant inventory periods, over and above the employees normally employed on such work, employees with the longest seniority who have applied for such work within their department will be selected, provided they are capable of doing the work. In case an insufficient number of applications are received from a department, a selection will be made by Management from among inventory applicants in other departments in seniority order, provided they are capable of doing the work and have not had an inventory opportunity. The nature and duration of the inventory assignments to each employee will be the responsibility of the supervision.

Employees selected for inventory work will not be charged with hours worked per Paragraph 71 on straight time hours but will be charged for all overtime hours worked during inventory period.

E. If, after the effective date of this Agreement, any employee is transferred from UAW Bargaining Unit to any other certified bargaining unit in this plant, for any reason, the seniority in the UAW Bargaining Unit of the transferred employee will be broken as of the date of transfer.

#### F. Temporary Transfer Understanding

When unforeseen conditions occur at anytime during the shift, Management can temporarily transfer any available manpower for up to 2.0 hours. Where it has been determined by Management that the temporary transfer will exceed 2.0 hours, Management will initiate the following procedure to place the proper employee:

1. Management will select the classification and the department on the shift and commence the notification process in numeric progression in 2. below.
2. The most senior employee with 1.) recall rights, 2.) valid 63 application, 3.) volunteers, will be assigned to the job. If no volunteers, then the least senior person will be assigned to the job.

It is not Management's intent to create double loanout situations. However, it is recognized that double loanouts may result from the proper administration of the Understanding.

Employees transferred will not accumulate seniority or be given credit for the time spent in the classification to which they were temporarily transferred.

### **SECTION V - SKILLED TRADES SECTION**

#### A. Transfer of Seniority in the Skilled Trades

1. When qualified journeymen are transferred from a non-skilled classification into a skilled trades classification, they shall have a date-of-entry seniority date in the skilled trades classification as of the date-of-entry
2. When a journeyman is transferred from one skilled trades classification to another pursuant to Paragraph 152 of the National Agreement, he will have a new date-of-entry status in such skilled classification; however, he shall retain and accumulate seniority in his former skilled classification.

- B. In a reduction in force affecting a skilled trades classification where dates of entry are the same, the employee with the most plant-wide seniority shall be retained.
- C. After a reduction of a skilled trades classification in accordance with Section IIA1 of this Agreement, journeyman employees who previously have held seniority in a production classification may, prior to layoff, make application for such production classification(s). Application may be made to any job in Box "A", or to any other job in the upper flow chart in which the employee previously has held seniority and is capable of performing.
- Apprentices will be laid off in accordance with Paragraph 138 of the National Agreement. EIT and EITS employees will be laid off in accordance with Paragraphs 161 and 162 of the National Agreement.

## **SECTION VI**

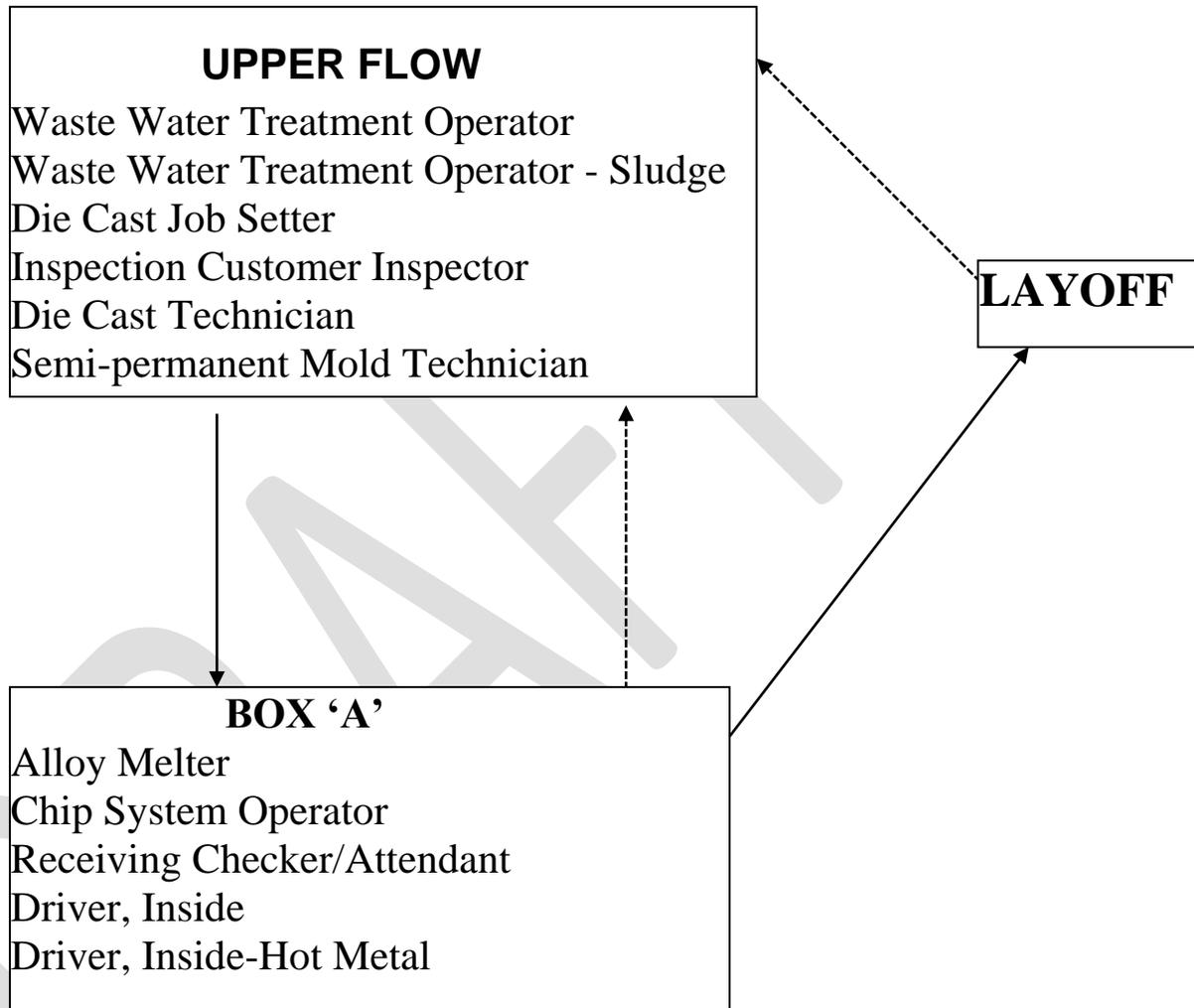
No provisions of this Agreement shall be retroactive prior to the date hereof.

## **SECTION VII - TERMINATION CLAUSE**

This Agreement shall continue in full force and effect until terminated in whole, or in part, by either party, or changed by consent of both parties.

If either party desires to terminate or modify or change this agreement, it shall, at least 60 days prior to the date when it proposes that such change or modification become effective, give notice, in writing, of the proposed change or modification. The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal, or request a conference to negotiate the proposal.

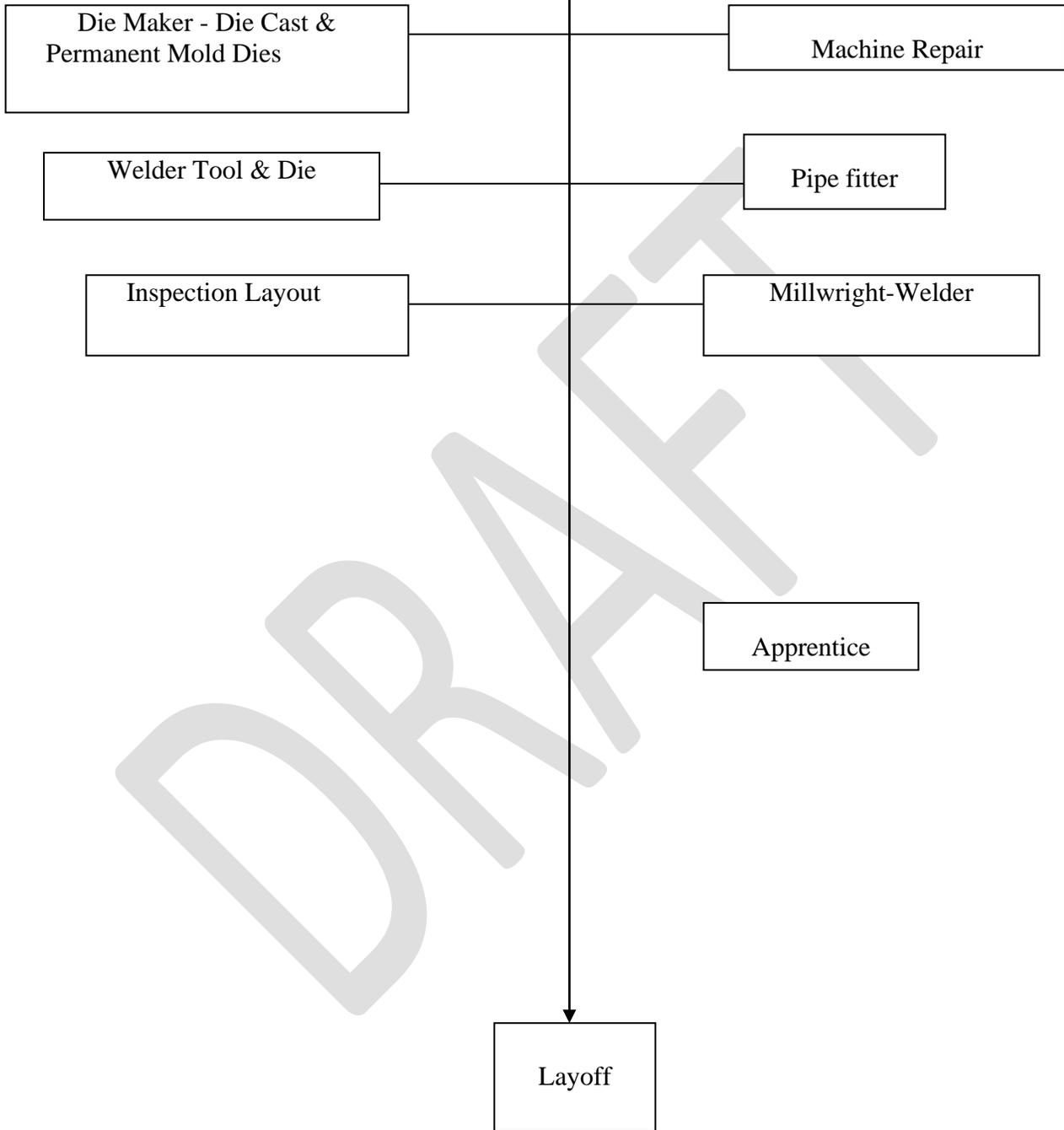
# FLOW CHART NON-SKILLED CLASSIFICATIONS



To be used only in application of local seniority agreement. Dotted lines indicate placement only by application under section IIA3 of local seniority agreement.

# FLOW CHART

## *SKILLED CLASSIFICATIONS*



To be used only in application of local seniority agreement. Dotted lines indicate placement only by application under section IIA3 of local seniority agreement.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, this 31<sup>st</sup> day of March, 2021.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM **Propulsion Systems** Division  
General Motors Company, LLC.  
Bedford Plant

For the International Union  
Region 2-B

For GM **Propulsion Systems** Division

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

For the International Union  
GM Department, UAW

For General Motors Company, LLC.

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## PARAGRAPHS 63 AGREEMENT

This Local Agreement, entered into this 31<sup>st</sup> day of March, 2021 between General Motors Propulsion Systems Division of General Motors Company, LLC, Bedford Plant, and Local No. 440 UAW, is for the purpose of providing a local arrangement regarding the application on Paragraphs 63 a and b of the National Agreement to this facility.

This Agreement is subject to written notice of ratification by the Local Union. After such notice of ratification is received from the Local Union by Management, this Agreement will be effective as provided for therein upon approval of the General Motors Company, LLC. and the International Union, UAW.

It is recognized that the number of job classifications within a department in the Bedford Plant is insufficient currently to permit the practical application of the terms of Paragraphs 63 a and b of the current National Agreement; therefore, employees (other than skilled trades) will be permitted to make application for a transfer to new positions or vacancies in their own or other departments, plant-wide, in accordance with the policy and procedure outlined in Paragraph 63 a and b of the National Agreement. The most senior employee with a 63(a) or 63(b) application on file will be given preference.

An application (filed under the provisions of Paragraph 63 a and b of the National Agreement) must be submitted to the Personnel Department no later than 4:00 p.m. on Friday (or last regularly scheduled work day of the week) prior to the week of the next transfer sheet to be eligible for consideration. Applications on file as of Tuesday 4:00 p.m. will be honored on the following transfer sheet, and not subject to employee reconsideration.

Active employees may not have more than two (2) applications for transfer on file at any time per the provisions of this Paragraph 63 Agreement.

When an employee cancels an application for transfer to a particular classification under the provisions of this Agreement, he will not be allowed to reapply for a transfer to that same classification for a period of thirty (30) calendar days

Once an employee has exercised their rights to transfer under the provisions of this Agreement, they will not be allowed to transfer again under this same Agreement for a period of ninety (90) calendar days.

When a 63 a or b application is honored, all other such applications submitted by this employee will become void and future job openings will have to be re-applied for. Job openings created through the administration of this Agreement will be considered primary openings. **If an employee is out on a leave greater than 180 consecutive days, then that job will be considered a primary opening. Any leave of absence or sum of multiple leaves of absence that total 180 days or more that occur within a 12-month period will result in the job becoming a primary opening.**

The Personnel Department will supply each department with information as to employees who cancel applications for transfer per the provisions of this Paragraph 63 Agreement.

The understanding of this 63a and 63b Agreement will be administered in conjunction with the applicable sections of the permanent layoff, rehire and placement provisions of the Local Seniority Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, this 31<sup>st</sup> day of March, 2021.

Paragraph 63 Agreement (cont'd)

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM **Propulsion Systems** Division  
General Motors Company, LLC.  
Bedford Plant

For the International Union  
Region 2-B

By \_\_\_\_\_

Date \_\_\_\_\_

For the International Union  
GM Department, UAW

By \_\_\_\_\_

Date \_\_\_\_\_

For GM **Propulsion Systems** Division

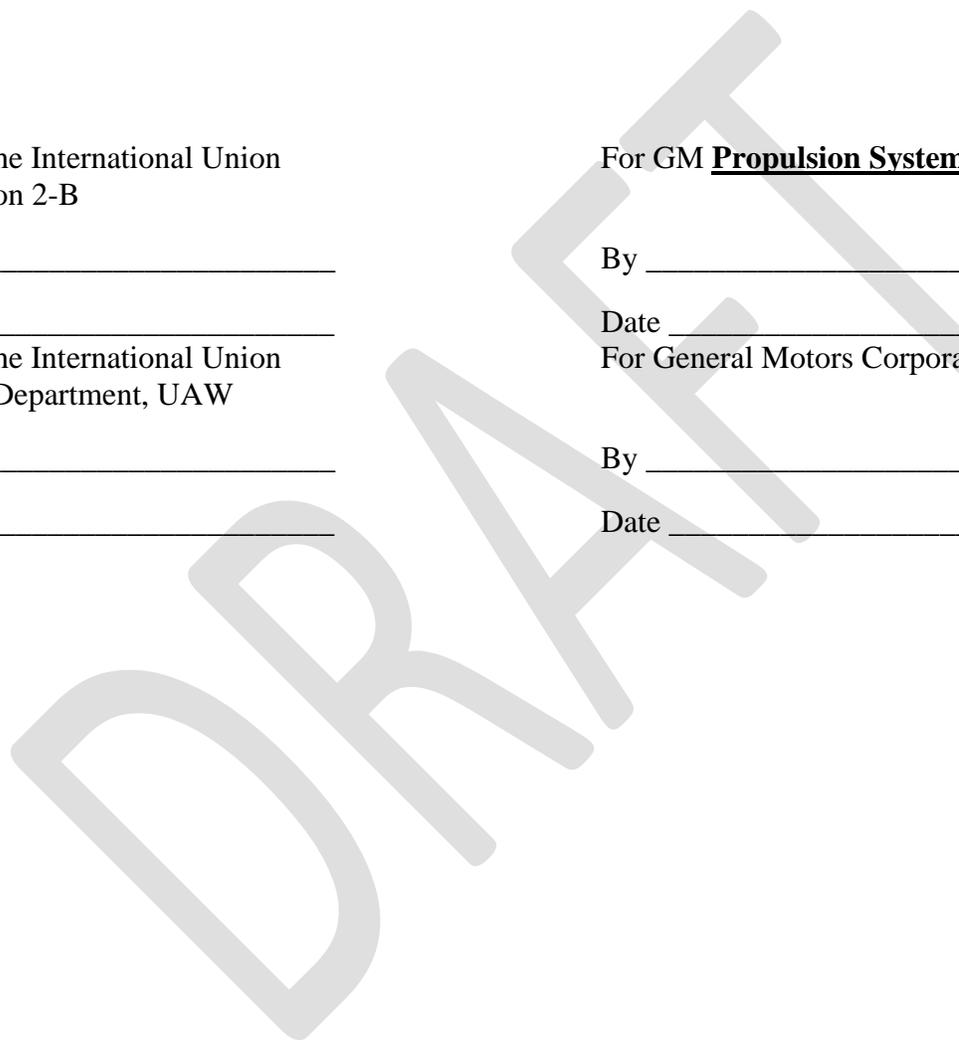
By \_\_\_\_\_

Date \_\_\_\_\_

For General Motors Corporation

By \_\_\_\_\_

Date \_\_\_\_\_



## SHIFT PREFERENCE AGREEMENT

This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the **31<sup>st</sup>** day of **March, 2021**. After such notice of ratification is received from the local Union by Management, this Agreement will be effective as provided for herein upon approval of the General Motors Company, LLC, and the International Union, UAW.

The application of the provisions of this understanding on shift preference is not to conflict in any way with the principle that any agreement pertaining to shift preference must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

1. For the purpose of this Shift Preference Agreement, the Bedford Plant of the Division will be considered as one unit.
2. Any seniority employee who is desirous of changing shifts may make application, in writing to Management or the foreman, for a transfer to the shift they prefer in the same job classification in line with their seniority (employee will be given a copy). In the event there is more than one application for the same job, applications will be handled on a seniority basis. In case of employees with the same seniority date, the preference will be determined alphabetically, by last name A to Z. Shift preference applications will be permitted twice per year (January through December, effective 1/3/2012), but in no event shall a transfer be permitted less than 90 days from the previous transfer, **unless special circumstances can be presented by the employee to Labor Relations.**
3. Temporary employees may be placed in vacancies, on any shift, for training purposes. It is understood, however, that shift assignments for training purposes, will not exceed seven (7) days. It was understood that there will be situations involving specialized equipment that will go beyond the above limitation. These situations will be reviewed by the shop committee chairman and the department head and a minimum time established to cover these exceptions.
4. It is understood that, in the assigning of employees to a department, the employees will be assigned by seniority to the shifts on a first, second and third shift basis, as much as practicable. In cases where it is necessary due to efficiency of operations to assign employees to a shift out of line of seniority, the employee so affected will be returned, automatically, to his regular shift as soon as possible, but in any event, not to exceed seven (7) days.
5. **It is understood that, in the assigning of new full time permanent employees to the plant, the employees will have an opportunity to select by seniority the open job and shift, as much as practicable, but in no event shall a transfer be permitted less than 90 days from the previous transfer.**
6. **It is understood that if an employee who exercised their shift preference rights is reduced off of a shift and have not been on that shift for more than 90 days, they would be permitted to fill out a one-time additional shift preference.**

## Shift Preference Agreement (cont'd)

It was understood that there will be situations involving specialized equipment that will go beyond the above limitation. These situations will be reviewed by the shop committee chairman and the department head and a minimum time established to cover these exceptions. In cases of reduction, it may be necessary to place employees in existing vacancies. Shift transfers will be made subsequently and within a period of fourteen (14) days after application.

7. It is understood that proper shift preference transfer applications will be considered on a unit-wide basis, with the exception of the team leader position and die cast technician, which will be considered only within the department, seniority permitting. Shift preference applications received through Friday at 4:00 p.m. will be effectuated on the following week's transfer sheet, seniority permitting. Applications on file as of Tuesday 4:00 p.m. will be honored on the following transfer sheet, and not subject to employee reconsideration.
8. The seniority date applicable for shift preference purposes shall be the employee's plant-wide seniority date, except as provided otherwise in Paragraph 9.
9. Journeymen and employees in training seniority (EITS) may exercise shift preference against each other in the skilled classification in which they are working, based upon their adjusted date of entry into that classification. Journeymen and EITS employees may exercise shift preference against EIT's who have held such status for two years. At no time will the number of EIT's exceed the number of journeymen on each shift, in the Diemaker classification. Shift preference requests by employees in training (EIT) will be adjusted on the basis of their date of entry compared to other employees in training (EIT). However, it is agreed that employees in training (EIT) may be transferred to another shift for training purposes but in no event to exceed ninety (90) days. In cases where employees have the same date of entry, preference will be determined by plant seniority.
10. In applying this Agreement, Management will not be required to make more than twenty (20) shift preference changes per week.
11. The practice of having older seniority employees sign shift preference slips to stay on the shift of their choice during shift transfer periods will be discontinued.
12. If either party desires to cancel, modify or change this Agreement, it shall, at least sixty (60) days prior to the date when it proposes that such cancellation, modification or change become effective, give notice, in writing, of the proposed cancellation, modification or change. The other party, as soon as possible after receiving said notice, shall either accept or reject the proposal, or request a conference to negotiate the proposal.

Shift Preference Agreement (cont'd)

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, this 31<sup>st</sup> day of March, 2021.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM **Propulsion Systems** Division  
General Motors Company, LLC.  
Bedford Plant

For the International Union  
Region 2-B

For GM **Propulsion Systems** Division

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

For the International Union  
GM Department, UAW

For General Motors Company, LLC.

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## THIRD SHIFT AGREEMENT

This Agreement is entered into between the General Motors **Propulsion Systems** Division of General Motors Company, LLC, Bedford, Indiana and Local No. 440 of the International Union, UAW, on the **31<sup>st</sup>** day of **March, 2021**. This Agreement is subject to written notice of ratification by the Local Union to be given to local Management not later than the **23<sup>rd</sup>** day of **April, 2021**. After such notice of ratification is received from the Local Union by Management, the Agreement will be effective, as provided for herein, upon approval of the General Motors Company, LLC., and the International Union, UAW.

### SECTION I - GENERAL

In order that third shift employees may be scheduled to start their regular working week on Sunday night instead of Monday night the parties hereto agree that in the application of the Working Hours section and the Holiday Pay section of the National Agreement, a third shift which begins Sunday night shall be considered as though it began on Monday and each workday of the third shift shall be considered as though it began on the calendar day following the calendar day on which it actually began. The following work hours will be followed throughout the week. If deviations from this schedule become necessary, the parties will discuss this need.

3rd - Start	<b>11:00 p.m. all week</b>
1st - Start	<b>7:00 a.m. all week</b>
2nd - Start	<b>3:00 p.m. all week</b>

This settlement will be implemented on the first Sunday following notice of ratification.

### SECTION II - TERMINATION CLAUSE

This Agreement shall continue in full force and effect, until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to terminate or modify or change this Agreement, it shall, at least 60 days prior to the date when it proposes that such termination, modification or change become effective, give notice, in writing, of the proposed termination, modification or change. The other party, within ten (10) days, after receipt of said notice, shall either accept or reject the proposal, or request a conference to negotiate the proposal.

Third Shift Agreement (cont'd)

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, this 31<sup>st</sup> day of March, 2021.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company, LLC.  
Bedford Plant

For the International Union  
Region 2-B

For GM Propulsion Systems Division

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

For the International Union  
GM Department, UAW

For General Motors Company, LLC.

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

-Paragraph 71 Agreement-

This Agreement is entered into between the General Motors **Propulsion Systems** Division of General Motors Company, LLC., Bedford, Indiana, and Local 440 of the International Union, UAW, on the **31<sup>st</sup>** day of **March, 2021**, in accordance with the Agreement between General Motors Company, LLC., and the International Union, UAW.

It is agreed that employees within an equalization group are only entitled to overtime work within their equalization group, during their shift hours. Management recognizes that the employee lowest in hours within their equalization group, who can perform the work should be given the opportunity to work. The local parties intend to continue this recognition for the future, however there will be situations whereby a skilled trades employee conducting crucial repair activity during straight-time hours in the latter portion of their shift will be permitted to complete the repair activities, regardless of whether this work extends into the oncoming shift. In these situations where the repair activity has been ongoing for the last (4) hours of the shift, the local parties agree to forego the low man provision for that employee's equalization group to allow an efficient and timely completion of that task and offer the individual to work overtime to complete the job assignment, and charge that employee only those overtime hours worked. When situations of this nature arise, Management will have consultation with the appropriate district committeeperson that it is their intention to utilize this job continuation provision.

When there is more than one person equal in hours, work will be offered by plant seniority. Apprentices will equalize hours by trade, shift and period status based on hours completed after the corresponding journeyman's equalization group has been exhausted. The local parties agree to have the option to establish separate equalization groups for each trade for the project crew in situations where a given project is expected to be ongoing > 30 days. The intention of this agreement is to be able to complete projects more efficiently, thereby positioning the skilled workforce to conduct additional project work. When an employee assigned to the project crew is reassigned to another area of the plant, that employee will be averaged into the general equalization group for their trade on that shift, and vice versa.

When employees are permanently transferred to a different equalization group, they will be given the average hours of that group which they are entering. Employees returning from leaves of absence of greater than 30 days will be credited with the average hours of their current group. Alternate Committeepersons, upon ceasing to function, will be given the group average. When computing the average level for the purpose of assignment to an incoming employee, those employees whose hours have become **fifty hours (50)** higher or lower than the next closest employee, will not be used. **Overtime hours will be zeroed out during the first month of the year. Employee with the lowest hours will have zero hours and the difference in hours as you go down the list.** Equalization of hours charts will be made available with updated information by the following Tuesday. When a holiday falls in the beginning of the week (Monday, Monday/Tuesday, **or the following day early start**), those equalization hours will be offered and charged to the prior week, and updated information will be available two (2) days from the holiday. Overtime equalization periods for work during the negotiated Christmas holiday period will be determined by the local parties on an annual basis.

The offering of overtime work will change from the traditional face-to-face offer by supervision to the employee. The new ~~RFHVZLOO Hawaii EOWK VKOH DVA/ KDW ZLOO~~ made available weekly to all equalized groups whereby each employee will be given the opportunity on that day to express their intention to work overtime any or all days during that equalization period. Subsequent to the completion of this sign up sheet, supervision will notify the proper employees who have expressed intent to work that they will be working and they will be charged hours accordingly, as well as those in line to work that have not expressed an intent to work. Any holiday overtime would need to be canceled within the first four (4) hours of the working day prior to the holiday period. Employees absent from work on the day that this intention to work sheet is made available make themselves available for work under the existing provisions of bcal paragraph 71. This ~~3DYDLODELOLW\ WR ZRUN\ VKHHW~~ chance to sign ~~6IRU WKH 3rd Day with the current equalization period and an~~ ~~3HDUO\ RU For the Straight Time Base,~~ with a (12) hour maximum work day. For weekend/holiday overtime, employees available to work must sign up prior to the end of the shift on Wednesday before the affected weekend, or two days before consecutive holiday days. Proper administration of this new process enables a mistake free process. It is not the intention of this process for any employee to sign up for overtime which exceeds what they truly intend to work.

Under normal conditions, Management will make every effort to notify employees of weekend overtime by the end of their shift Thursday. Employees absent from work when overtime is offered will be handled the same as if they had been present and refused the offer. If an employee is scheduled in advance to be absent the day weekend overtime is offered, the employee shall notify their supervisor in writing, prior to the absence, of their availability to work overtime. The supervisor will acknowledge this notification in writing, with a copy being given to the employee that includes the proper phone number for the employee to call into for the specified week, to determine what days they will be working, if any. If an employee has an unscheduled absence on the day over ~~LPH LV RIHUG LW Responsibility Ho WKDW HF~~ contact the plant by the designated method, prior to the start of their shift, to make themselves available for weekend overtime. If the employee is still absent on the day after overtime is offered ~~QRUPDOO\ )ULGD\ Responsibility Contact the Plant by the~~ designated method, during the second half of their shift on that day (normally Friday), regarding which days if any, they are being offered work. For overtime during the week, an employee absent from work will be charged those hours which could have been worked on the day of their absence had they been present. If an employee is forced in for Saturday and/or Sunday, the employee will be double charged hours for that day.

Memo of Understanding (cont'd.)

If an employee injured in the plant is being assigned to work during the week within their equalization group, they will be considered for overtime consistent with their restrictions. Injured employees who are assigned outside their classification during their disability will be removed from the group after 30 days.

Once an employee refuses overtime, they will not be allowed to accept at a later date for that overtime offered. This does not preclude an employee from accepting if overtime is re-offered. When an employee refuses overtime in their equalization group, they will not be allowed to accept an overtime opportunity outside their equalization group. All overtime offered will be charged to the employee with the following exceptions:

1. In the event of an approved leave for Bereavement purposes, an employee will not be charged for daily or weekend overtime unless they make themselves available for work.
2. An employee who is offered weekend overtime work following the completion of that employees normal work hours on Friday and refuses the offer.
3. An employee called at home and offered daily overtime prior to the start of their shift and refuses the offer.
4. Work offered to an employee outside of the employees equalization group that is refused.
5. An employee is unable to work overtime due to attendance at military commitments.
6. The overtime worked by an Alternate Committeeperson for the purpose of representation.
7. In the event an employee is absent for the purpose of Jury duty when overtime is offered.
8. When an employee is temporarily transferred to another shift or is outside the plant for training purposes making them unable to work daily overtime.
9. Where daily overtime is scheduled in an equalization period, prior to the normal shift start time (i.e. early in), on the first day of a new equalization period (typically, Monday), when it would be impractical to extend offers to work to employees entering the same equalization group on that same day.

Only the overtime hours will be shown on the equalization charts. Hours will be charged when offered to an employee at time and one-half or double time, depending on the time the employee could have received if the employee had worked, based on a full 40-hour compensated week. These hours will be added to the accumulated hours total used to determine low in hours.

Memo of Understanding (cont'd.)

Acknowledged and signed, this 31<sup>st</sup> day of March, 2021.

Local #440  
United Automobile, Aerospace  
And Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company, LLC.  
Bedford Plant

DRAFT

## MEMORANDUM OF UNDERSTANDING

The parties recognize the importance of establishing guidelines for fair and equitable administration of the principles of Paragraph 71 of the National Agreement by providing our employees the same opportunity over a period of time to earn additional income during periods of overtime and extra work.

The parties acknowledge situations that recently involved employees, assigned as joint UAW-GM trainers in the GMPS-Bedford plant, incurring extended periods of time working on other than their assigned shifts, which has resulted in a significant hours deficit between them and the next closest employee within their equalization group. The purpose of this understanding is to clarify that the parties mutually agree that the negotiated provisions of the Local Agreement, Paragraph 71 page 26, item 8, regarding not charging the hours missed for daily overtime, shall not apply to situations when the above cited employees change shifts for the purpose of conducting joint training of other employees.

- All future situations involving the cited employees working other than their assigned shifts in excess of 7 days will cause the same employees to be given the group average for their classification on the shift that they are working. Assignments less than 7 days will cause these employees to be charged for daily overtime on their home shift in the same manner as if they had been present and refused.

The above conditions are agreed to by the parties on this 31<sup>st</sup> day of March, 2021, as evidenced by the signatures below:

## VACATION TIME OFF PROCEDURE

Management will establish a procedure whereby employees, by February 20<sup>th</sup>, may make application in writing for vacation time off, indicating first, second and third choices. The vacation application period will consist of a 52-week period March ±February. If a plant Vacation Shutdown is scheduled, the dates of shutdown are to be included in the H P S O R \ H i o f s c h e d e F D W event more employees apply for time off than can be spared from the job at a given plant seniority will be the basis for resolving priority of the applications for time off. In order to provide employees with flexibility caused by unplanned or unforeseen circumstances, the local agreement provisions regarding vacation time off may be utilized as follows:

3 % \ P r o Application to their supervisor, in writing in advance of the desired vacation. When more than one application is received on the same date requesting the same date, plant seniority will be given preference

It is understood that an employee whose vacation has been approved under the provisions of paragraph (22h) of the National Agreement, will not be displaced by an employee applying at a later G D W H Y e x h i l y P r o v i s i o Q ' R I W K H / R F D O \$ J U H H P r i t y Q W U H J D U G O

In Witness whereof, the parties hereto have set their names to be subscribed by their duly authorized officers and representatives on this 31<sup>st</sup> day of March, 2021.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company LLC  
Bedford Plant

## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors Propulsion Systems, General Motors Company, LLC, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

The parties agree that prior resolutions regarding demand settlements, grievance settlements, demarcation settlements, and understandings will be replaced by Statements of Policy that are specific to those areas of the business. Either party may address any such issues utilizing the attached Concern Resolution Model. The process to resolve such issues may include problem solving techniques and other methods, which are designed to make impartial determinations that are in the best interests of this plant and our employees. Decisions reached utilizing the Concern Resolution Model will be communicated to all affected employees.

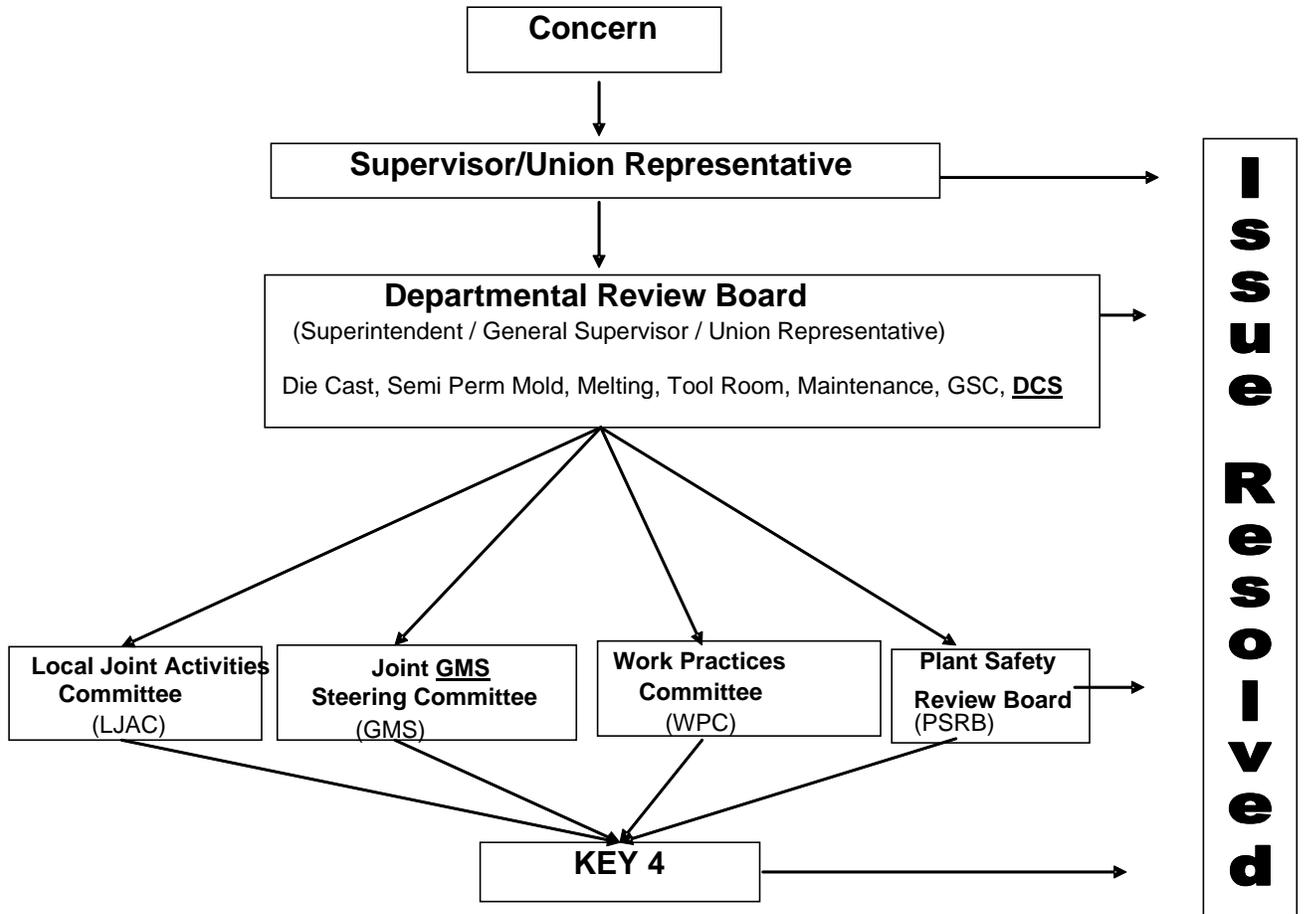
In view of this commitment, as well as our support of a living agreement, all issues involved in the matters covered by the Union and Managements' concerns and in negotiations are considered resolved as of this day. This is subject to ratification by Local 440 at which time this agreement will be placed in full force and effect until otherwise modified, changed, or canceled in accord with our understandings.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company, LLC  
Bedford Plant

# CONCERN RESOLUTION MODEL

(Issues Not Reduced to Writing)



The Concern Resolution Model does not preclude any concerns from being reduced to writing and placed in the grievance procedure as outlined in the National Agreement. However, once a concern is reduced to writing the issue will no longer follow the Concern Resolution Model.

It is understood that the Key 4 can make changes to the Concern Resolution Model that do not alter the overall intent of the model (e.g. adding or deleting departments or committees).

## STATEMENTS OF POLICY

### **Health and Safety**

The parties jointly recognize the importance and effectiveness of Document 7 of the National Agreement in addressing Health and Safety concerns. This joint agreement has allowed the Bedford Plant to improve the work environment and make significant progress in the areas of recordable injury and lost workday case reductions. The parties acknowledge and support the GM Health and Safety Policy developed by The President's Council which states:

“We are committed to protecting the health and safety of each employee as the overriding priority of this Corporation. There will be no compromise of an individual's well-being in anything we do. The implementation of actions to help our employees realize a healthy, injury-free environment is a leadership responsibility. Continuing support of this effort is the responsibility of everyone. We will lead the General Motors team to ensure that we protect the well-being of every member.”

The Local Joint Health and Safety Representatives will continue to serve as a technical resource for the plant and oversee important local safety initiatives and action plans for activities such as ergonomics, industrial hygiene, noise abatement, lockout, fall hazard, confined space entry, and plant medical.

Concerns regarding Health and Safety issues will be handled in accordance with the Concern Resolution Model developed by the parties.

### **Working Conditions/Environment**

The parties jointly recognize that safe and healthy working conditions and a comfortable environment, are the foundation for a productive and satisfied workforce. This joint recognition has previously allowed the Bedford Plant to accomplish many improvements in these areas.

The parties recognize the need to continuously maintain the improvements made in areas such as ventilation, heating and air conditioning, housekeeping, and plant facilities including: parking lots, locker rooms, restrooms, drinking fountains, basements, floors and aiseways. In addition, the Local Joint Health and Safety Representatives will continue to evaluate and make recommendations for improvements to plant working conditions and environment by coordinating local initiatives and action plans for joint programs such as ergonomics, industrial hygiene, noise abatement, fall hazard, and confined space entry.

Recommendations for improvements will be considered for implementation by the local leadership. Concerns regarding working conditions/environment issues will be handled in accordance with the Concern Resolution Model developed by the parties.

## **Tools and Equipment**

The parties jointly recognize the importance of providing employees with the proper tools and equipment required to safely and effectively perform the tasks assigned to them. The parties acknowledge the mutual benefits realized from employees having direct access to the required tools, and efforts will continue to improve the employees access to these tools throughout the plant.

In an effort to provide employees with a variety of options, an assortment of styles and size of items such as safety shoes, safety glasses, earplugs, coveralls, and gloves will be made available to employees. In addition, the Local Joint Health and Safety Representatives will continue to evaluate and make recommendations for additional tools and equipment such as personal protective equipment, industrial attire, chairs, and carts. As per past practice, personal tools that are broken on the job will be replaced upon request, on an exchange basis.

Concerns regarding tools and equipment issues will be handled in accordance with the Concern Resolution Model developed by the parties.

## **Relief**

The parties jointly recognize the need for relief provisions on production operations that are continuous in nature and cannot be left unattended. The provisions such as duration and frequency of relief time will continue to be administered in accordance with Document 56 of the National Agreement. Factors such as job assignment, assignment location, and plant seniority will be given consideration for timing of relief.

The parties recognize that additional relief may be required in emergency situations and when employees are working extended hours. Relief time may be spent for reasons such as getting a snack, use of vending machines, use of restrooms, getting a drink of water, and for other activities that do not interfere with other employees that are working.

Concerns regarding relief issues will be handled in accordance with the Concern Resolution Model developed by the parties.

## ***Employee Communications***

The parties jointly recognize the importance of and need for open and effective communications between Local leadership and the employees. The nature of today's business environment requires that all employees understand the competitive challenges that are affecting the Bedford Plant and what they can do to contribute to performance improvement.

In an effort to enhance the communication process, a Joint Communications Steering Committee has been established to address issues regarding communication at the Bedford Plant. In addition, a Communications Integrator is assigned to serve as a technical resource for the plant and coordinate important local communication initiatives such as state of the business meetings, quarterly business updates, diagonal slice meetings, and local information sharing methods.

The parties acknowledge that daily communication between supervisors and employees is one of the most effective means for sharing information with the employees. The parties will continue to work together to provide the necessary tools in continuing support of this effort. In addition, it is the parties intent to continue to provide a system to communicate pertinent local Union information throughout the plant.

Concerns regarding communication issues will be handled in accordance with the Concern Resolution Model developed by the parties.

### **Cafeteria/Vending**

The parties jointly recognize the need for food and drink to be available for employees during the course of their workday. The parties further acknowledge that a combination of vending and hot food services offers employees with an assortment of food and drink items. However, the continuation of hot food service will be dependent on the profitability of the food service provider. The hours of operation will be dependent upon patronage by employees and profitability of the service provided. In the event that the current vendor can no longer provide service, the local leadership will make every effort to find a suitable replacement.

Concerns regarding cafeteria/vending issues will be handled in accordance with the Concern Resolution Model developed by the parties.

### **Work Practices**

As a continuation of previous Appendix "L" competitive analyses, the parties reviewed at length our financial position and researched numerous alternatives to facilitate the plant's critical objective of becoming profitable.

Consistent with Doc. 112 of the 2019 GM-UAW National Agreement, the parties commit to regularly review and modify, as appropriate, work assignment restrictions consistent with a view to allow people to perform work they are capable of performing safely in accordance with the Work Practices Committee. However, it is not the intent of this agreement to create an organization of General Maintenance employees, nor is it an attempt to dilute the integrity of the basic trades, but rather to better utilize the skills of the employees. It is imperative that we regularly review and continuously improve our work practices in order to ensure competitive performance. We believe that this direction is completely consistent with our operating philosophy which recognizes the critical nature of effectively utilizing our greatest resource-the people.

The parties further recognize that to be successful in expanding our core businesses will only be realized through maintaining our competitive performance (quality, cost, delivery). Concerns regarding Work Practice issues will be handled in accordance with the Concern Resolution Model developed by the parties.

## MEMORANDUM OF UNDERSTANDING

### Work Practices Committee Charter

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors **Propulsion Systems**, General Motors Company, LLC, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

- Establish guidelines concerning incidental, overlapping, and other minor access type work.  
*If an employee is not willing to complete an assigned task due to a concern regarding traditional lines of demarcation, capabilities to perform the job or safety issues, and the issue has not previously been resolved by the Work Practices Committee, the specific task will be completed in the historic manner using the traditional classification(s) and the employee will be required to explain these concerns to the supervisor. These concerns will be noted by the supervisor and forwarded to the Work Practices Committee for immediate evaluation and resolution. A courtesy copy will be given to the employee's committeeperson for reference. If the issue has previously been resolved by the Work Practices Committee, the supervisor will contact the employee's committeeperson and the supervisor and committeeperson will explain the resolution to the employee.*
- Research and aggressively pursue core business expansion with an understanding that, to be successful, it may be necessary to initiate discussions regarding exiting non-core aspects of the business.
- Respond to identified concerns/issues in a timely manner consistent with the concern resolution model included in the Memorandum of Understanding describing prior settlements and understandings.

During these negotiations the parties established guidelines regarding work practices (Attachment A and B) and acknowledged the definition of core/non-core business.

## **Attachment A**

Employees assigned to operate production equipment will be expected to perform incidental tasks that they are capable of performing safely, in order to keep their equipment operating efficiently. However, during periods of routine maintenance and/or scheduled servicing or repair, these tasks will continue to be assigned to various other classifications, consistent with past practice or as defined in examples included in Attachment B. Examples of the various types of tasks were reviewed and agreed upon during local negotiations. The following examples were established to frame guidelines for how work will be performed moving forward and are in no way to be considered an all inclusive list or simply a repositioning of the traditionally rigid lines of demarcation.

### **Cleaning/Housekeeping**

- Cleaning of equipment or tooling as required (use of steam cleaning equipment allowed if necessary, to perform task efficiently)
- Cleaning of metal build-up from pouring troughs and change-out of trough if required
- Removal of flash build-up from quench tanks
- Cleaning/lubricating of extractor rails when affecting proper travel speed
- Cleaning/skimming of furnace dip wells
- Cleaning/unjamming of scrap chutes (not requiring entry into tunnels)
- Cleaning metal build-up from ladler probes
- Cleaning and/or change-out of process strainers (e.g., water, die lube, coolant, etc.)
- Cleaning of die parting surfaces

### **Lubrication**

- Filling of empty air line lubricators
- Filling of empty trapon lubricators
- Applying grease or oil to bearings, slides, etc. if necessary, to prevent process delays or suspected damage to equipment (use of grease gun allowed if necessary)

### **Bolting/Tightening**

- Tightening of loose bolts or replacement of missing bolts on components that may impede the safe or efficient operation of the equipment. Examples include: safety guards; flash shields; limit switches; limit operators; electric eyes; reflectors; solenoids; light curtains; die t-bolts; cylinders; liner loader stripper cups; manifolds; brackets; etc.
- Tightening of loose hoses or fittings (e.g., water, air, die lube, coolant, trapon, grease, etc.) when not under high pressure.
- Tightening of loose components that may adversely affect the proper or efficient operation of the equipment. Examples include: cylinder adapters; couplings; liner loader mandrel plugs; ladler probes; encoder rods; etc.

### **Operation/Servicing/Monitoring**

- Resetting of faults (excluding those requiring exposure to inside of electrical panels)
- Operation of machine to assist machine repairmen on strain checks/adjustment
- Periodic monitoring of fluid levels

- Periodic monitoring of metal temperatures

### **Set-Up/Adjustment**

- Unplug/plug in limit switches
- Adjust limit switches or operators
- Adjust Nicollet settings/process parameters within predefined limits and security protection levels
- Adjust biscuit
- Adjust speed controls (excluding those requiring exposure to inside of elect. panels)
- Drain/fill quench tank
- Re-install missing guards or flash curtains
- Adjust daylight
- Adjust robotic spray patterns
- Verify calibration of piston scales
- Drain and re-charge accumulators (piston-type)

### **Repair/Change-out**

- Change hoses (quick disconnect-type)
- Change lube nozzles
- Change lube/blow-off guns
- Assist in changing shot tips
- Assist in changing shot rods
- Change expense tools [e.g., P-47 burrs, saw blades, cutter heads, leak test seals (that are easily removed), etc.]
- Change argon tubes
- Change pouring troughs
- Change light bulbs
- Change reflectors
- Assist other classifications (not to replace the second tradesman if job task normally requires two tradesmen)

## Attachment B

Tradesmen assigned to perform jobs which historically have involved multiple trades/ classifications will be expected to perform incidental, overlapping, and other minor access type work necessary to complete the primary job assignment. Examples of some of these job tasks and the associated primary trades were reviewed and agreed upon during local negotiations to frame guidelines for how work will be performed moving forward and are in no way to be considered an all inclusive list or simply a repositioning of the traditionally rigid lines of demarcation. These examples are as follows:

Primary Task	Primary Trade(s)
Change/repair extractor gripper head	M/W-Welder
Change/repair pneumatic cylinder	M/W-Welder
Change/repair hydraulic cylinder	Machine Repair
Change/repair speed reducer	M/W-Welder
Change hydraulic heat exchanger	Machine Repair
Change/repair recip luber mechanism	M/W-Welder
Change/repair recip luber spray head	Pipefitter
Change electric motor	M/W-Welder/ Electrician
Change electric motor/hydraulic pump assembly	Machine Repair/ Electrician
Change water/coolant pump	M/W-Welder
Change liner loader ball-nut/ ball-screw, axis bearings	M/W-Welder
Change holding furnace	M/W-Welder/ Electrician
Change/repair CL ladler mechanism	M/W-Welder/ Electrician
Change trim press	M/W-Welder/ Electrician
Change trim press bottom nest	Diemaker
Change P-47 air grinder	M/W-Welder
Change P-47 slide assembly	Machine Repair/ Electrician
Change hydraulic power unit	M/W-Welder/ Electrician
Change/ minor repair of die water manifolds/ hoses (in Shop)	Diemaker
Change/repair block saw spindle	M/W-Welder
Install/replace concrete	M/W-Welder/Bricklayer
Rebuild furnace	M/W-Welder/Bricklayer
Repair mobile equipment	Truck Mechanic
Change/repair induction furnace coil or reactor	Electrician
Install/repair refrigeration piping	Pipefitter (Certified Refrigerant Tech'n)

## **Memorandum of Understanding Regarding Die Maintenance Activities**

Memorandum of Understanding entered into this **31<sup>st</sup>** day of **March, 2021** between the General Motors **Propulsion Systems**, General Motors Corporation, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

Consistent with our Living Agreement and the provisions of the GM-UAW National Agreement, the parties intend to continue open, advance discussion of tool room trades work schedules. The parties recognize that the objectives of job security and concentrating on performing work that can be done competitively and profitably are of primary importance.

During these negotiations, the parties have agreed to resolve concerns with tool room trades work utilizing a Work Practices Committee as part of a Concern Resolution Model. The parties are jointly interested in maintaining maximum employment opportunities for tool room trades employees to perform work that makes good business sense. Work issues regarding tool room work, subcontracted work, and tool room trades work schedules will be addressed through this committee.

The parties recognize that Die Maintenance work runs in cycles and is affected by complex business conditions. Accordingly, the parties agree there will be situations such as equipment capacity, project/program timing, tooling shot life status, etc., that will require some of “our” Die Maintenance work to be completed with assistance from tooling shops. In cases where plant tooling work must be subsidized by these outside contractors, it is our intent to fully comply with the National Agreement provisions, Document #160, concerning the “full utilization” of skilled trades employees.

Any concerns regarding this process should be taken up by the Work Practices Committee as part of the Concern Resolution Model.

**Memorandum of Understanding**  
**Regarding Maintenance Skilled Trades Activities**

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors Propulsion Systems, General Motors Corporation, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

Consistent with our Living Agreement and the provisions of the GM-UAW National Agreement, the parties intend to continue open, advance discussion of Maintenance skilled trades work schedules. The parties are jointly interested in maintaining maximum employment opportunities for Maintenance skilled trades employees to perform work that can be performed competitively and makes good business sense to do. During these negotiations, the parties have agreed to resolve concerns with Maintenance skilled trades work utilizing a Work Practices Committee as part of a Concern Resolution Model. Work issues regarding Maintenance skilled trades work and subcontracted work will be addressed through this committee.

The parties recognize that maintenance work runs in cycles and is affected by complex business conditions. Accordingly, the parties agree there will be situations such as equipment capacity and project/program timing that will require some of the plant's maintenance work to be completed with the assistance of outside contractors. In cases where plant maintenance work must be subsidized by these outside contractors, it is our intent to fully comply with the National Agreement provisions, Document #160, concerning the "full utilization" of skilled trades employees.

Any concerns regarding this process should be taken up by the Work Practices Committee as part of the Concern Resolution Model.

## **MEMORANDUM OF UNDERSTANDING TRANSITIONAL WORK AREA**

Consistent with Paragraph 72 and provisions of the National Agreement the parties have agreed to establish a transitional work area (TWA). The purpose of the TWA is to provide full-time employment for temporarily physically restricted, disabled hourly employees who volunteer to return to work, but who are not capable of performing their regular job assignment.

The intent is to provide productive and meaningful work for the employee upon approval of the plant medical Department, without infringing upon his/her or other employees contractual rights. The TWA will operate as per the following mutually-agreed upon guidelines:

1. The plant's ADAPT Coordinators will jointly oversee the TWA to provide both traditional and non-traditional work assignments, for the purpose of transitioning disabled employees to regular work assignments.
2. Employees will be placed in the TWA consistent with their medial restrictions and with the approval of the Plant Medical Director. Regular reports on employees placed or rejected and reasons therefore will be given to the Shop Committee and the Plant Personnel Director.
3. Employees with non-work related injuries or illnesses will be assigned to the TWA for a maximum of sixty (60) days. It is recognized by both parties that some flexibility on time limitations may be required in individual cases as mutually agreed to by Shop Committee, ADAPT Coordinators, and Plant Medical Director.
4. Employees who have been incapacitated by work-related injuries or compensable occupational diseases can be assigned to the TWA with reasonable accommodations indefinitely.
5. Upon placement, employees will maintain their respective classification and rate for the period of time they are in the TWA.
6. The employee will retain seniority in the occupational group the employee is in at the time he/she enters the TWA and will continue to exercise his/her promotion and transfer rights as provided in the National and Local Agreements.
7. If an employee assigned to the TWA is subject to a permanent layoff, the employee will be laid off in accordance with the applicable provisions of the Local Seniority Agreement.
8. Upon the employee's return to his/her regular job assignment from the Transitional Work Area, he/she will be given the average overtime hours of the equalization group.
9. The above guidelines may be altered or supplemented only by mutual written agreement between the parties.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 31<sup>st</sup> day of March, 2021.

Local No 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company, LLC  
Bedford Plant

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**MEMORANDUM OF UNDERSTANDING**  
**LAYOUT INSPECTOR/DIE MAKER TRADE**

This memorandum of Understanding is entered into on **31<sup>st</sup>** day of **March, 2021** between GMPS-Bedford and the UAW Local 440.

- The current layout classification will be red-circled at the Inspection Layout rate and the work will be incorporated into the diemaker classification. Accordingly, any future attrition replacement will be as diemaker journeypersons/apprentices. The red-circled layout employees will equalize overtime separate from diemaker and will not be impacted by diemaker utilization provisions. For the purposes of overtime associated with layout department work, those in the red-circled layout group will be asked for overtime on their shift before any diemakers are asked. If overtime work exceeds what was accepted by layout employees, the work will be offered to diemakers-
- Current die cavity work, such as stuck metal removal, and pilot inserts will continue to be performed by the die maker trade.

In Witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this day of **31<sup>st</sup>** day of **March, 2021**.

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM **Propulsion Systems** Division  
General Motors Company, LLC  
Bedford Plant

By:

**MEMORANDUM OF UNDERSTANDING**  
**WELDER-TOOL & DIE TRADE**

This memorandum of understanding is entered into on 31<sup>st</sup> day of March, 2021 between GMPS-Bedford and the UAW Local 440.

- Employees classified as Die Maker-JIT (tool room welders) on the ratification date will be given the option to select either of the following:
    1. Continue to be re-trained as die maker-JIT, as per the previously approved Doc. 112 re-training plan approved by the National parties.
- OR
2. Return to previous classification of Welder-Tool and Die.
    - These employees will continue performing traditional die maker work that they are capable of performing as operations' requirements dictate.
  - All die maker-journeypersons will continue to receive re-training in welding, as per Doc. 112 of the GM-UAW national agreement in order to complete the consolidation of the Welder-Tool & Die trade into die maker.

In Witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 31<sup>st</sup> day of March, 2021

Local No. 440  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America

GM Propulsion Systems Division  
General Motors Company, LLC  
Bedford Plant

By:

**MEMORANDUM OF UNDERSTANDING  
GMPS BEDFORD**

**GM-GMS STEERING COMMITTEE**

The GM-GMS Steering Committee may be comprised of the Joint Leadership, Principle Champions and the Joint GMS Coordinators. The Parties recognize the value of engaging in discussions of matters that may involve planning, training, employee assignments, specialty work, capability issues, and other concerns regarding the day-to-day operations of the business. Meetings will be conducted on a schedule to be determined, and will take into account the viewpoints of all concerned. The Steering Committee’s purpose will be to support the action item implementation of the GMS Principle “basketweave” teams, and the oversight of the Global Manufacturing System in its entirety, at the Bedford Plant.

In witness whereof, on this 31<sup>st</sup> day of March, 2021, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

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## MEMORANDUM OF UNDERSTANDING

### GMP BEDFORD TEAM LEADER IMPLEMENTATION

- x Team Leader Each Team will have a Team Leader selected in accordance with this agreement. Team Leaders shall be members of the bargaining unit. The Team Leader is directly responsible for contributing to the performance of the Team. The Team Leader L V W Knit DUV HFS Sub Area and therefore, will have thorough knowledge and ability to perform proficiently on a regular basis every operation of the Team. The Team Leader is an integral part of the team building process. The Team Leader will exhibit results and quality orientation. The Team Leader will serve as an effective communicator to ensure all required information is received by Team Members. Both Parties agree that the Roles and Responsibilities of the aforementioned Team Leader shall include the duties below and other duties as identified and agreed to by the Joint Parties
- x Assist in keeping the area running, responding to ANDON calls within the Team
- x Work with other Team Members to practice continuous improvement activities
- x Perform standard daily routine activities, as developed by the Joint GMS Steering Committee, such as perform daily audits pertaining to GMS Safety, WPO, Built-In Quality.

Under the provisions of the Memorandum of Understanding Joint GMS Steering Committee, the local parties agreed to form a committee to oversee the implementation of Teams including the activities of Team Leaders. Accordingly, this Joint GMS Steering Committee will establish specific guidelines regarding the selection, evaluation, and retention of Team Leaders on an ongoing basis, as implementation continues.

#### Selection Process

The steps for the Selection process are as follows:

- x Candidate(s) will complete application and submit to the Joint GMS Team
- x Team Leader position is for a term of 12 months
- x Performance measures will be obtained, which includes attendance, tardiness, and discipline records for the previous 12 months
- x Restriction information will be obtained from Medical
- x The candidate(s) will complete a written assessment of GMS knowledge
- x The candidate(s) will complete an interview conducted by a joint team
- x Candidate(s) that meet all requirements will be placed into a qualified applicant pool which is to be maintained by the Joint GMS Team
- x Candidate(s) that do not meet the requirements of any part of the process will not progress to the next step of the selection process

- x Candidate(s) that have been removed from the Team Leader position, either through de-selection or a request to relinquish their rights as a Team Leader, will not be able to reapply for a period of 12 months
- x Current Team Leaders will have the opportunity to apply for an intradepartmental transfer to fill openings in team leader positions
- x Candidate(s) will be selected by team vote of up to the top 3 qualified candidates
- x Vote will be held during team meetings as follows: SPM-first quarter, DCN -second quarter, DCS-third quarter, all remaining teams-fourth quarter
- x Candidate(s) will remain in the pool of qualified candidates for 12 months from the interview date
- x Once a candidate has been selected for Team Leader position, they will remain in the position for a period no less than 6 months unless de-selection is warranted
- x Once a candidate has been selected for a Team Leader position, all active 63 applications will be voided

If there are not any applicants available for a specific department, candidate(s) will be considered from another department. If no other candidate remains, the lowest seniority UAW member on the team will be selected as Team Leader.

#### De-Selection Process

The parties agree that instances occur where a Team Leader is not fulfilling their associated responsibilities; which could be a result of many different factors such as not meeting performance standards, absenteeism, and/or behavioral issues.

The process for self-relinquishing of team leader rights or a de-selection process is outlined as follows:

- x Team Leader elects to relinquish their rights as a Team Leader
- x Notice, in writing, is to be given to management 2 weeks prior to being removed as Team Leader, unless mutually agreed upon otherwise
- x The employee will not be able to apply for a Team Leader position again for a period of 12 months
- x The employee will return to their department in line with seniority

The process for De-Selection of a Team Leader for other reasons is as follows:

- x A complaint is made in writing through the Group Leader or the UAW GM Coordinator if the team leader fails to perform their roles and responsibilities including adhering to the UAW-GM contract and GM Core Values
- x The Group Leader will notify the UAW GM Coordinator and the district committeeman
- x A Mediation Team, consisting of the Group Leader and the UAW GM Coordinator, will evaluate the complaint for merit. If there is merit to the complaint, a plan will be put in place to notify the Team Leader and work to develop an action plan to address the issue(s).
- x The employee reaches the 8th step in Doc 8 attendance process they will be removed from the Team Leader role at that time
- x Periodic reviews of this issue(s) will be held and documented

- If the Team Leader's issue(s) have improved they will continue as Team Leader.
- If the Team Leader's issue(s) have not been improved, a recommendation will be made to the De-selection Review Board, consisting of the Area Planner and the Salaried GMS Lead, who will determine the need for removal from the Team Leader position. The committeeman will be informed of all decisions.
- If the removal of a Team Leader is determined to be necessary, the employee would be notified and return to their department in line with seniority.
- The employee will not be able to make application for a Team Leader position again for a period of 12 months.
- The Plant Director (or their designate) and the Shop Chairman (or their designate) can review the immediate removal of the Team Leader in extraordinary circumstances.

#### Performance Reviews

The parties agree that feedback is critical for Team Leaders in order to drive continuous improvement and better business results.

Performance Reviews will be conducted as follows:

- Performance reviews of the Team Leaders will be completed by the Group Leader within the first 3 months of the Team Leader being selected – this will be the 0-3 Month Team Leader Proficiency. A 3-6 month Team Leader proficiency will be completed at the end of 6 months. A copy of each will be turned into the GMS Department and the Group Leader will keep a copy.
- An annual performance review will be conducted thereafter.
- If a Team Leader is considered to not be performing to standards, the De-Selection process will be followed.

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors Propulsion Systems, General Motors Company, LLC, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

**MEMORANDUM OF UNDERSTANDING**  
**Skilled Trades Staffing**

Memorandum of Understanding entered into this 31<sup>st</sup> day of March, 2021 between the General Motors Propulsion Systems, General Motors Corporation, Bedford Plant, and the United Automobile Workers of America, U.A.W., Local 440.

There continues to be a commitment to ensure that we populate our skilled trades classifications based on the needs of the business coupled with projected attrition. To that end, the parties agree that the Key 4 will regularly review actual and forecast attrition as well as business projections to determine apprentice needs, assuming the Corporation intends to indenture apprentices.

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