

(101)(d) Cost of Living Allowance.

Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs (101)(g) and (101)(h).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

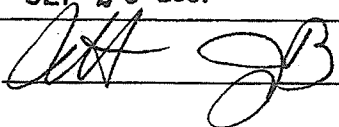
This provision does not apply to employees covered under the "Entry Level Memorandum of Understanding."

[See Par. (101)(e)]
[See Doc. 87]

DATE INITIALED: SEP 25 2007
INITIALED BY PARTIES:  

(101)(f) The Cost of Living Allowance provided for in Paragraph (101)(d) will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), ~~(current series)~~ for all items less medical care not seasonally adjusted, (CPI-W)(for all items, less medical care, not seasonally adjusted) (United States City Average), as published by the Bureau of Labor Statistics (1982 - 1984 = 100).

[See Doc. 87]

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- i. For each increase to the Cost of Living Allowance beginning on December 3, 2007 and continuing into perpetuity, the amount of increase payable to employees shall be reduced by two cents (2¢) per three-month period, or by the amount of the increase whichever is less.
- ii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less. The sum of the diversions during this period will continue into perpetuity.
- iii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less.

The diversions referenced herein will be diverted in the order as referenced above.

Following the adjustment for the three-month period beginning June 6, 2011 3, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 6, 2011 4, 2007.

[See Par. (101)(e)]

[See Doc. 87]

(101)(i) The amount of any Cost of Living Allowance provided for in Paragraph (101)(d) in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay, and short-term military duty pay.

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- B. Upon mutual agreement, the Corporation may hire Long-Term Temporary Employees for a period up to one (1) year.
- C. Long-Term Temporary Employees hired into Traditional jobs will be paid 70% of the Traditional wage. Those hired into non-core operations will receive the non-core starting rate with progression.
- D. A Long-Term Temporary Employee shall accrue no credit towards acquiring seniority. In the event such employees become full-time employees, they shall receive credit for time worked towards acquiring seniority and establish a plant seniority date as of their date of hire as a Long-Term Temporary Employee.
- E. Such employees are not covered by any Benefit Plan or the Pension Plan except as defined in the Memorandum of Understanding covering Long-Term Temporary Employees' Wages and Benefits.
- F. Long-Term Temporary employees will receive pay for all holidays that occur while they are employed provided:
- 1) The employee has worked at least 90 days prior to the holiday(s)
 - 2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
 - 3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each

- E. Such time worked by a laid off seniority employee will not be considered in the calculation for breaking seniority and exhausting rehire rights at a former plant pursuant to Paragraph (64e).
- F. The provisions of the Application of Corporate Seniority (Section ~~IX-VII~~) of this Memorandum are not applicable to employees hired pursuant to this Section ~~X-VIII~~.
- G. An employee with seniority hired at a secondary plant for vacation replacement or other temporary work will remain eligible for permanent job openings in accordance with the provisions of Area Hire Placement (Section I) and Extended Area Hire Placement (Section II) of this Memorandum.
- H. All other provisions of the National Agreement and its Exhibits shall apply to employees hired pursuant to this Memorandum.
- I. This procedure does not apply to permanent job openings.
- J. The National Parties are authorized to make modifications and adjustments as necessary.

IX. LONG-TERM TEMPORARY EMPLOYEES

The parties discussed the need for employees to be hired on a long-term temporary basis (i.e., new product launch, Special Attrition Program transition).

Long-Term Temporary Employees shall be employed in accordance with the following:

- A. The Corporation shall review with the Vice President of the UAW GM Department situations requiring Long-Term Temporary Employees.

XII. TRAINING

In order to ensure consistent administration of Area Hire and/or Extended Area Hire, training materials will be developed and a joint meeting will be held of those people responsible for the administration of these provisions. Costs for the training will be covered by joint funds upon approval of the Executive Board-Joint Activities. Topics to be discussed, but not limited to, are:

- Changes in the Area Hire provisions and related matters as a result of 2003-2007 Negotiations.
- Review of existing procedures and provisions.
- ADAPT (Accommodating Disabled People in Transition).

holiday period and the next scheduled work day after each holiday period.

XII-X. REQUESTS FOR EMPLOYEES

A. Request for Temporary Employees (i.e., Summer Vacation Replacements), and Long-Term Temporary Employees shall be made in writing to the National Parties for mutual approval.

B. Temporary and Long-Term Temporary Employees will be considered for Entry Level job opportunities.

XI. TEMPORARY OPENINGS - PARAGRAPH (64)(e) (Formerly Document No. 16)

- A. Laid off employees working at permanent jobs in other General Motors plants, whose seniority would entitle them to be recalled to former locations to fill openings considered at the time to be temporary, will not be recalled or rehired under such circumstances.
- B. Furthermore, if laid off employees working at permanent jobs with outside employers or participating in the UAW-GM Dislocated Worker Program are recalled to their former locations to fill openings considered at the time to be temporary, those individuals who desire to be bypassed under the provisions of this Section should notify the appropriate General Motors employment office.
- C. In this regard, solely for the purposes of calculating the periods relative to breaking seniority and exhausting rehire rights at the former plant pursuant to Paragraph (64)(e), such employees in Sections (A) and (B) above shall be considered as having accepted recall to their former plant on the date such work became available and returned to layoff status at such time as the period of temporary work is completed.

~~(B) — The initial Secured Employment Levels for each Unit shall be equal to the sum of: (1) the number of active employees with one or more years seniority at work and on roll in the Unit on the Effective Date; (2) the number of active employees occupying SEL slots in the Unit on the Effective Date; and (3) the number of unfilled new hire obligations in the Unit as of the Effective Date due to the application of the outsourcing/new hire provisions of the 1996-99 Agreement, Appendix K (Article II (O)(2)b.3.). Such active employees will be SEL eligible and shall include employees not at work who are:~~

- ~~(1) — on vacation,~~
- ~~(2) — receiving bereavement pay,~~
- ~~(3) — on jury duty,~~
- ~~(4) — on any leave of absence of 90 days duration or less,~~
- ~~(5) — on temporary layoff, and~~
- ~~(6) — any other employee having a direct attachment to the active workforce.~~

~~(C) — A series of SEL Benchmark Minimums will be established for each Unit on the Effective Date, representing projected SEL eligible employment minimums as of the close of each calendar quarter beginning with the quarter ending December 31, 2003 through the quarter ending June 30, 2007. Each quarterly Benchmark shall be determined by subtracting from the immediately preceding SEL Benchmark an amount equal to .333% of the Unit's Initial SEL, so that the June 30, 2007 Benchmark shall equal 90% of the initial SEL. (If this calculation results in something other than a whole number, sequential rounding adjustments may be made to even out the calculations over the term of the Agreement.)~~

APPENDIX K

MEMORANDUM OF UNDERSTANDING JOB SECURITY (JOBS) PROGRAM

The Corporation and the Union are committed to enhancing the job security of General Motors employees. The Parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement and competitiveness.

Accordingly, the parties have agreed to this JOBS Program and have pledged to work together, consistent with this Program and other provisions of the National Agreement to enhance the Corporation's competitive position.

The cornerstone of the JOBS Program is ~~a commitment to pre-determined Secured Employment Levels (SELs), a series of SEL Benchmark Minimums, and to provide~~ protection against indefinite layoff for eligible employees as expressly provided herein.

I. SCOPE OF THE PROGRAM - The Corporation and the Union agree that:

~~(A) The secured employment levels (SELs) (i.e., numbers of eligible employees or positions covered by this Program as defined herein) initially shall be established as of the Effective Date of the Agreement at each bargaining unit for skilled and non-skilled employees will be continued. The transfer of an employee between skilled and non-skilled will cause the SEL for the group receiving the employee to increase and the other group from which the movement occurred to decrease unless the movement occurred to satisfy the SEL, in which case the SEL will remain the same in each group.~~

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~~SEL who would otherwise have been laid off as a result of any event other than those described in Paragraph I(E).~~

II. JOB SECURITY ELIGIBILITY

~~ADJUSTMENTS TO THE SEL AND SEL ELIGIBILITY~~ Following the initial determination of the SEL, it will be adjusted as follows:

- (A) All seniority employees on roll as of the effective date of the 2007 GM-UAW National Agreement are covered by this Memorandum.

A plant by plant listing of the number of employees covered by this Memorandum will be provided to the National and local JOBS Committees. This report will be updated quarterly.

- (B) Discharged employees who are Job Security eligible will maintain their eligibility upon reinstatement.
- (C) When a Traditional employee quits, retires, dies or is placed on Salary, the Traditional employee will be replaced as soon as possible, but in no event no longer than 30 days, as follows:

Production

- (1) Recall a seniority employee from layoff from the facility, or rehiring an employee with a Paragraph (64) (e) rehire right or a laid off employee from the Area Hire;
- (2) Will allow an inplant Entry Level employee from the facility to become a Traditional employee;
- (3) Hire a new Entry Level employee.

~~(D) No employee will be laid off for any reason, other than described in I(E), if such layoff would cause the number of active employees in the unit to fall below the then current SEL or otherwise result in the layoff of one or more SEL-eligible employees.~~

~~(E) Paragraph I(D) notwithstanding, an employee protected from layoff by the SEL may be laid off for any of the following reasons:~~

(A) Employees may be laid off for any of the following reasons:

- (1) ~~Volume~~ volume related declines attributable to market related conditions as described in Document No. 10, JOBS Program - Volume Related Layoffs - SEL, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;
- (2) acts of God or other such reasons beyond the control of the Corporation;
- (3) the sale of a part of the Corporation's operations as an ongoing business;
- (4) the layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary; or
- (5) model change or plant rearrangement until the employee otherwise would have been recalled.

(B) An employee impacted by any of the above reasons is, if otherwise eligible, covered by the appropriate Supplemental Agreements which are attached to the National Agreement as Exhibits.

~~(F) The number of employees protected by this JOBS Program will be the equivalent of the employees within the~~

~~seniority; (2) an employee with one or more years seniority is recalled, except if recalled to satisfy the SEL, and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (3) an employee with less than one years seniority is recalled, except if recalled to satisfy the SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (4) an employee rehired pursuant to Paragraph (64)(e), except if rehired to satisfy a SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (5) an employee newly hired after the effective date of the Agreement who attains three years seniority; (6) an employee deemed to be eligible, recalled or newly hired in order to satisfy a SEL Benchmark Minimum. Notwithstanding the above, the National JOBS Committee is authorized to establish special mechanisms, including SEL eligibility provisions, for the purpose of attracting new work.~~

- ~~(B) The SEL will be reduced for the attrition of eligible employees who quit, retire, or die.~~
- ~~(C) Unit SELs will be adjusted in the event of transfers of operations or consolidations between Units. The Unit SEL will be decreased by one at the transferring location and increased by one at the receiving location by the corresponding number of employees who transfer, unless otherwise agreed to by the National parties. Similarly, corresponding adjustments will also be~~

An Entry Level seniority employee who becomes a Traditional employee will be covered by this Memorandum.

Skilled Trades

- (1) Recall a seniority employee from layoff from the facility, or rehire an employee with a Paragraph (64) (e) rehire right; or a laid off employee from the Area Hire
- (2) Either transfer a skilled trades employee working production into the trade, or place an Apprentice, or place a Document 63 retrained journey person;
- (3) Hire a new skilled trades employee

Issues arising from implementation of this Section II (C) will be referred to the National Parties for resolution.

- (D) The numbers of jobs outsourced minus the number of jobs insourced (as defined in Appendix L) will be treated as attrition applied on a unit basis.
- (E) Attrition replacement will be delayed during a market driven related layoff.
- (F) Attrition replacement when a plant has employees on Protected Status will be handled in accordance with Document 118 of the National Agreement.
- ~~(A) An employee shall become SEL eligible for any of the following reasons at which point the SEL will be increased by one position for each such employee: (1) an employee in the active workforce, as defined by Paragraph I(B) who had less than one year seniority on the Effective Date of the Agreement who subsequently attains one year of~~