

APPENDIX A

MEMORANDUM OF UNDERSTANDING EMPLOYEE PLACEMENT

It is recognized that the hiring of new employees in one location while there is a surplus of seniority employees in other locations is not in the best interest of the parties. Therefore, the parties will provide eligible seniority laid-off, Protected and active seniority employees an opportunity to relocate to UAW-GM facilities outside of their area, with particular emphasis on placing employees from closed or idled facilities. For the purposes of this Memorandum, seniority refers to longest unbroken GM seniority.

When employed, such employees will acquire seniority in the plant where hired in accordance with Paragraphs (56) and (57) of the National Agreement.

In the event of a permanent Traditional opening at a GM facility, the following placement procedure is to be utilized:

1. Plant Recall
2. Plant Rehire
3. Area Hire
 - a. Combined list of seniority employees on indefinite layoff, Protected employees, active employees from plants that have excess with and without excess employees, and seniority return to former community applicants.
 - b. Volunteers will be placed in seniority order.
 - c. In the event of insufficient volunteers, the employee with the least seniority on the Area Hire List (except active) and Protected status employees) will be offered the job.

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INITIALED BY PARTIES:  

Non-volunteers will be placed in inverse seniority order.

4. Extended Area Hire - Closed Plants

- Volunteers will be placed in seniority order.

5. Extended Area Hire - Closed Plant Return to Former Community

- Volunteers will be placed in seniority order.

6. Other Extended Area Hire (~~includes GIS eligible~~)

- a. Includes volunteers from plants with and without excess employees, ~~from plants where replacement is available, or from plants where there is no need to replace.~~
- b. Volunteers will be placed in seniority order.

~~7. Area Hire Protected Status Non-Volunteers~~

- ~~a. Protected status employees will be placed unless either party identifies a compelling reason not to do so.~~
- ~~b. Non-volunteers will be placed in inverse seniority order.~~

~~8. Area Hire Active Employees from Plants without Replacement~~

- ~~- Volunteers will be placed in seniority order.~~

~~9. Extended Area Hire Active Employees from Plants without Replacement~~

- ~~- Volunteers will be placed in seniority order.~~

In the event an opening remains after administering Steps 1-6, further job offers will be made in accordance with any Special Agreements (i.e., Delphi, Guide, ACC etc.).

In administering the Placement Procedure, items (1) through (96) above will be applied sequentially.

Active employees who volunteer and are placed in accordance with this Placement Procedure must terminate seniority at their current location.

It is understood that the National Parties may mutually agree from time to time to other special provisions, including offering jobs to active or Protected employees. (For Delphi flowback see Contract Settlement Agreement—Paragraph 25.)

It is further understood that the National Parties may also mutually agree to deviate from the above order of selection in a particular situation.

In addition, the Union assured the Corporation of its willingness to implement Document No. 118.

Any complaints regarding the application of these provisions in any plant may be taken up with Local Management of that plant by the local Shop Committee and if not resolved may be referred to the GM Labor Relations and the International Union for resolution; however, the above provisions shall not be the basis for any claims for back wages or any form of retroactive adjustments.

It is understood that if an employee whose problem is referred to the GM Labor Relations and the International Union is adjudged by the National Parties to be entitled to an adjustment, the employee will be offered an available opening as soon as possible, but in any event within two weeks of such decision. If no such opening develops, he or she will be offered the opportunity to displace a lesser seniority employee, seniority permitting, at the plant where the problem occurred.

I. AREA HIRE PLACEMENT (Formerly Appendix A and Document No. 21)

- A. An Area Hire Area is comprised of all plants within a 50 mile radius of a given plant or larger as may be agreed upon by the National Parties.

B. Employees on the Area Hire List include: seniority employees on indefinite layoff, Protected status, active employees from plants ~~that have excess with and without excess~~ employees, and seniority return to the former community applicants.

C. Such employees will be given the opportunity to designate from among those plants within their Area Hire Area which plants, if any, they volunteer to accept an offer of employment, should future job openings occur. An employee will be allowed to change the plants so designated any time prior to a bona fide job offer.

D. In the event that higher seniority employees are placed on layoff, employees with the least seniority who would have otherwise been laid off will be placed on the Area Hire List. Such employees placed on the Area Hire List will be advised of this fact and be given the opportunity to designate plants within the Area Hire Area.

E. Volunteers will be offered the available jobs in seniority order.

~~F. Laid off employees who refuse any job offer within the Area Hire Area will be placed on a formal leave of absence without Corporate paid benefits with recall only to a job in the regular active workforce.~~

~~Protected status employees who refuse any job offer within the Area Hire Area will be placed on lay off.~~

G.F. Active employees will be made a maximum of three (3) Area Hire job offers in each year of this Agreement. Such employees may later be eligible to refile an Area Hire application in the

event that their status changes at their current plant.

H.G. When selecting employees the longest unbroken GM seniority date will be used for ~~non-skilled~~ production job offers. For skilled trades job offers, the longest unbroken seniority date in the skilled trades classification will be used. In the event that two or more employees have the same longest unbroken seniority date, the employee's entire social security number in ascending order will be used as the tie breaker.

H.H. Skilled trades journeymen/women laid off from a plant and working in a ~~non-skilled trades~~ production classification will have their name placed on the area hire list and will remain eligible for area hire in the same or a related skilled trades classification.

H.I. It is further understood that each plant would review local procedures for implementing the provisions of Area Hire and Extended Area Hire Placement and that during these reviews particular attention would be directed toward insuring that information regarding applying for Area Hire and Extended Area Hire Placement is made available to all seniority employees. ~~Employees will receive confirmation of their application(s).~~

II. EXTENDED AREA HIRE PLACEMENT (Formerly Document No. 28)

- A.** Seniority laid off, Protected and active employees will be given the opportunity to indicate their interest in working at another GM location outside their Area Hire Area.
- B.** Employees continue to be eligible for Extended Area Hire placement as long as they retain unbroken GM seniority.

- C. The offer of an available job will be made in seniority order from volunteers on the Extended Area Hire List.

If the volunteer being placed is an applicant from a plant without excess, the opening created when the volunteer accepts the job offer will be filled by:

- (1) First, an applicant from a closed plant; or
- (2) Second, in accordance with Appendix K, Section II (C).

- ~~D. If an opening occurs for which an active employee is eligible, the active employee will be given the opportunity to fill the opening only if there is a seniority employee within the Area Hire Area to replace the active employee, if required.~~

- ~~E-D. Employees who have filed an Extended Area Hire Application will receive up to three (3) offers for placement in each year of the Agreement to one of the plants they have selected. If employees do not take advantage of any of these offers, their Extended Area Hire Application will be canceled at the end of each year. Such employees may later be eligible to refile an Extended Area Hire Application only in the event their status changes at their present location.~~

- ~~F-E. Employees will be eligible for relocation as described in the Relocation Section (Section VI-IV) of this Memorandum of Understanding Employee Placement and in Paragraph (96a) of the National Agreement.~~

- ~~G-F. Employees who are placed in accordance with the Extended Area Hire Placement provisions of the National Agreement and who accept the Basic Relocation Option specified in Paragraph (96a) of~~

the National Agreement may not be subject to recall or rehire or Extended Area Hire placement at any General Motors plants, for a period of six (6) months or until permanently laid off under conditions which establish there is no reasonable likelihood of recall, whichever occurs first. It is understood that the six month period may be modified or extended by mutual agreement between the Corporation and the International Union, UAW.

At the end of such period, employees who would otherwise have been recalled or rehired to a former location(s) may either remain at the current plant or return to such previous location. If an employee returns, the local parties may make adjustments necessary to insure that the employee is neither advantaged nor disadvantaged by the above provisions. Local Managements have ninety (90) days following the date an employee elects to return to accomplish such adjustments.

- H-G.** Employees will be given a reasonable amount of time to relocate to another plant.
- H-H.** Employees who are placed in accordance with Appendix A and accept the Enhanced Relocation Allowance will not be eligible to initiate another Extended Area Hire placement or initiate an Area Hire placement as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected. In the event the plant has excess employees on permanent indefinite layoff or placed on Protected status with no likelihood of recall into the active workforce, the 36 month period will be eliminated.
- H-I.** Eligible employees from closed plants who have relocated via Extended Area

Hire will be given preference to return to a plant in their former community. Such employees will receive the applicable relocation allowance.

~~III. AREA HIRE PROTECTED STATUS NON-VOLUNTEERS~~

III. REFUSAL OF JOB OFFERS

Area Hire

Laid off employees who refuse any job offer within the Area Hire will be placed on a formal leave of absence without corporate paid benefits with recall only to a job in the regular active workforce.

Protected status employees, who refuse any job offer in the Area Hire, will be placed on lay off.

~~A. In the event there are insufficient volunteers for an opening, the Protected status employee with the least seniority on the Area Hire list will be offered the job. Protected status employees will be placed unless either party identifies a compelling reason not to do so.~~

~~B. Employees will be made job offers in inverse seniority order.~~

~~C. Protected status Non-volunteers who refuse any job offer within the Area Hire Area will be placed on layoff.~~

~~IV. AREA HIRE PLACEMENT FROM PLANTS WITHOUT REPLACEMENT~~

~~A. Upon receiving new hire approval, active employees at Area Hire plants without replacement will be made a job offer.~~

~~B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Area Hire plant to replace the active employee.~~

- ~~C. Such active employees will be made a maximum of three (3) Area Hire job offers in each year of this Agreement. Such employees may later be eligible to refile an Area Hire Application in the event that their status changes at their current plant.~~

~~V. EXTENDED AREA HIRE PLACEMENT FROM PLANTS WITHOUT REPLACEMENT~~

- ~~A. Upon receiving new hire approval, active employees at Extended Area Hire plants without replacements will be made a job offer.~~
- ~~B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Extended Area Hire plant to replace the active employee.~~
- ~~C. Such employees will be eligible for a basic relocation allowance.~~
- ~~D. All other provisions of Section II of this Memorandum shall apply to employees made job offers under this Section.~~

VI-IV. RELOCATION

- A. Any employees who are employed and relocate in accordance with Appendix A will be eligible to receive a relocation allowance and relocation services as specified in Paragraphs (96a) (1), (2), (3), and (4), of the National Agreement.
- B. Employees who return to their former community pursuant to the Return to Former Community Procedure will be eligible for a basic relocation allowance.

VII-IV. PHYSICALS

- A. When physicals are conducted on Area Hire or Extended Area Hire Applicants, the criteria used is the same as that used

for a Fit for Duty exam when an employee of that plant is undergoing a reinstatement to return to work from a sick leave.

- B. In medical disputes, the National Parties may refer the employee for an impartial medical opinion.

VIII. SENIORITY RETURN TO FORMER COMMUNITY (Formerly Document No. 14)

The following methods and procedures detail the circumstances under which eligible employees who apply will be offered the opportunity to return to their former community.

- A. Eligible employees are those seniority employees on roll at a plant who have been relocated to that plant from a plant outside the Area Hire in accordance with Appendix A and worked there six (6) months and who still retain seniority at a plant in the former community.
- B. Eligible employees will be given the opportunity to file an application to return to their former community. ~~Employees will receive a confirmation of their application.~~

Employees may have only one return to former community application on file at any given time. Once employees return to a former community under the provisions of this document, they are no longer eligible to return to any other community until such time as they are laid off or relocate in accordance with Appendix A.

- C. Eligible employees who have applied to return to their former community shall have their names placed on the Area Hire list for the plants within the community to which they have applied.

- D. At the time of receiving an offer to return to a plant in a former community, employees who have filed a Return to Former Community Application, may elect to receive a payment of \$6,000 to remain at their current plant. As a result of receiving this payment, the employees will terminate seniority and return rights at all other GM facilities and therefore no longer be eligible for Return To Former Community consideration.
- E. Employees returning to a plant in their former community will acquire seniority in accordance with the Application of Corporate Seniority Section (Section IX VII) of this Memorandum.
- F. Should employees return to their former community under the provisions of this Section, their seniority will be terminated pursuant to the provisions of Paragraph (64)(d) at the plant from which they are leaving, effective with the date to report to the new plant.
- G. It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by such employees, the availability of replacement personnel, product or new model launch, the releasing plant's staffing requirements or other business reasons. In all cases, management will endeavor to release employees as quickly as possible.

IXVII. APPLICATION OF CORPORATE SENIORITY (Formerly Appendix D-1)

A. Employees who are moved to a secondary plant in accordance with this Memorandum, while retaining unbroken seniority in their base plant, shall establish seniority in such secondary plant as follows:

- 1. Employees with seniority dates of January 7, 1985 or earlier will establish an adjusted plant seniority date of January 7, 1985.**
- 2. When two (2) or more employees establish the same plant seniority date pursuant to Paragraph (1) above, the date established for each employee for vacation under Paragraph (190) of the National Agreement will be used to determine seniority preference among such employees.**
- 3. Employees with seniority dates subsequent to January 7, 1985 will establish that subsequent date as their plant seniority date.**
- 4. Journeymen/women or E.I.T.S. employees with unbroken Skilled Trades seniority dates or dates of entry of January 7, 1985 or before, who are employed in the same or related Skilled Trades Classification, will establish a date of entry of January 7, 1985 in that classification.**
- 5. When two or more journeymen/women or E.I.T.S. employees establish the same date of entry in the same classification and plant pursuant to Paragraph (4) above, each employee's longest unbroken seniority in that classification in any General Motors plant covered by the Agreement, will be used to determine seniority**

preference among such employees for all purposes applicable to that classification.

6. Journeymen/women or E.I.T.S. employees with unbroken skilled trades seniority dates or dates of entry subsequent to January 7, 1985 who are employed in the same or a related skilled trades classification, will establish that subsequent date as their date of entry in that classification.

7. Journeymen/women or E.I.T.S. employees who are employed in non-skilled production classifications and later reclassified to the same or related Skilled Trades Classification, will establish a date of entry as though originally employed in that classification in accordance with (4) or (6) above, whichever is applicable.

B. Journeymen/women or E.I.T.S. employees reclassified to related Skilled Trades Classifications in their same plant will establish a date of entry in accordance with (7) above, or applicable Local Seniority Agreement provisions, whichever is earlier.

C. The above provisions are not applicable to laid off apprentices who are employed in the apprentice program in another plant. However, a seniority employee who transfers to a secondary location, under the provisions of Paragraph 113(a) of the GM/UAW Agreement and subsequently graduates at the new location will also, at that time, transfer their Corporate Seniority in accordance with Paragraphs (1) and (3) above.

**X-VIII. VACATION REPLACEMENTS AND OTHER
EMPLOYEES HIRED FOR TEMPORARY
WORK (Formerly Appendix D-2)**

Employees who are on layoff from any GM-UAW plant who retain unbroken seniority in any such plant on the date they are hired as a vacation replacement or for other temporary work in any other plant covered by the National Agreement, or a new employee who does not have seniority in any General Motors plant who is hired for such work shall be employed in accordance with the following:

- A. An employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.
- B. Vacation replacements may be employed under the provisions of this Memorandum commencing the second Monday in May each year and ending no later than 120 days thereafter. The utilization of vacation replacements and other employees hired for temporary work shall be discussed in advance with the local JOBS Committee. Requests for vacation replacements and other employees hired for temporary work shall be made in writing to the National Parties for mutual approval.
- C. In the event of permanent job openings which involve the relocation of employees, the National Parties may agree to hire temporary employees under the provisions of this Section to enable plants to operate effectively while permanent seniority employees are being identified or relocated at the new location.
- D. Time worked by a vacation replacement or other temporary employee who is hired pursuant to this Memorandum will not be included in the computation for acquiring seniority pursuant to Paragraph (57) and Appendix D.

- 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.

- 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

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.**

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).