2023 UAW-GM

SALARIED MASTER AGREEMENT
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2023 GM-UAW
SALARIED MASTER AGREEMENT
CONTRACT SETTLEMENT AGREEMENT

Agreement dated this 4630th day of October 2019-2023 between General Motors LLC, hereinafter called the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union.

The parties hereto agree as follows:

1. New Master Agreement

A new Master Agreement to be dated October 4630, 2019-2023 and to become effective as hereinafter provided in Paragraph 4-3 of this Agreement has been negotiated by the parties hereto and consists of the provisions as agreed between the parties shown on the pages and attached hereto which are initialed by the parties.

2. Local Agreements

It is agreed that any written local agreements entered into by the Local Union and Local Management prior to the effective date of this Agreement and not canceled prior to September 14, July 6, 2019-2023 and any local agreements entered into subsequent to September 14, 2019-2023 shall continue in effect between the Local Union and Local Management, subject to the provisions of this Salaried Master Agreement, for the life of this Agreement. Such local agreements may be terminated pursuant to their terms or contemporaneous with the termination of the Salaried Master Agreement.

3. Ratification and Effective Date

A. The new Agreement shall become effective on the first Monday following the date on which the Company receives satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before November 417, 2019-2023.

B. No provision of this Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated herein.

DATE INITIALED: OCT 3 1 2023
INITIALED BY PARTIES: MP Mey
C. In the event this Agreement is not ratified by the Union membership, the 2015-2019 Agreement shall remain in full force and effect until satisfactory notification of such ratification is effectuated.

4. Counterpart Signatures

The parties hereto, each by its duly authorized officials and representatives, hereby accept this Contract Settlement Agreement and each and all terms and conditions thereof.

INTERNATIONAL UNION, UAW

SHAWN FAIN
MICHAEL J. BOOTH
JASON WADE
NICOLE CURRENT
MICHAEL PLATER
DAVE SHOEMAKER
CHRIS GALLAGHER
EARL FULLER
Shoemaker

GENERAL MOTORS LLC

MIKE PEREZ
LAURA M. SCHAEFFER
AMANDA GLADSON
MELODIA GODDARD
SHARON M. STEWART, MD
JANE SCOTT
BARTLETT
ANNE BANKS: Monique
CALLAHAN-JACKSON
JOSHUA BROWN, Randi
Carey
VIRLEY
MENDOZA: Tami
DeWildt
MEGAN MURPHY
Melissa Goddard
KELLEN MYERS
Kimberly
Howe
WILLIAM PASSAGE, Joy
Richards
ROSS PERSON: Sharon
Rizzo
PAUL E. TERZIN, Jason
Williams
MARK WALIGORA
Elizabeth-Wright

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AGREEMENT

This Agreement entered into this 16th-30th day of October 2023 between General Motors Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as representing certain of the Corporation's Salaried employees as certified by the National Labor Relations Board.
The employee will be notified of and will have access to disciplinary letters to file entered into the employee's electronic personnel file, be tendered a copy of any warning, reprimand or disciplinary layoff entered on the employee's personnel record within three (3) days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously.
GENERAL

This Agreement shall become effective on the first Monday following the date on which the Corporation received satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before November 17, 2023.

DATE INITIALED: _____/_____/2023
INITIALED BY PARTIES: ___/___/2023
This Agreement shall continue in full force and effect without change until 11:59 P.M. (Detroit Time) September 14, 2023 April 30, 2028. If either party desires to terminate this Agreement, it shall sixty (60) days prior to September 14, 2023 April 30, 2028, give written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after September 14, 2023 April 30, 2028, subject to termination by either party on sixty (60) days written notice prior to September 14 April 30th of any subsequent year.
If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to September 14, April 30, 2028-2023, or any date subsequent to September 14, April 30, 2028-2023, give written notice to such effect. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided herein.
October 16, 2019

Mr. Michael Booth  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan  48214

Dear Mr. Booth:

Re: Supplemental On-Call Employees

During the current negotiations, the Union expressed concern about the use of supplemental on-call employees at the represented medical facilities. Such employees are used to cover peak workloads, to replace regular salaried employees who are on leaves of absence, on vacation, or to perform less than full-time jobs. To ensure the Union is fully aware of the use of supplemental on-call employees within the noted units, Management will provide the Chairperson with the appropriate notice of additions or deletions to which impact this workforce, as far in advance as possible.

The parties also discussed the rates of pay for the Supplemental On-Call nurse classification and committed to an annual compensation review.

Very truly yours,

Michael O. Perez  
Vice President  
GMNA Labor Relations
Mr. Michael Booth  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Booth:

During these negotiations, the Union requested the Corporation to agree that any sale of an operation as an ongoing business, with UAW-represented salaried employees, would require the buyer to assume the 2023W GM-UAW Salaried Master Agreement. The Corporation agreed to do so in the case of any such sale during the term of the 2023W Agreement.

Very truly yours,

Michael O. Perez  
Vice President  
GMNA Labor Relations
Dear Mr. Booth:

Re: Merit and TeamGM Performance Pay Spending

During these negotiations, the Union expressed concerns regarding the administration of merit and TeamGM Performance Pay funds, which are governed by Company policy, for represented salaried employees. In light of these expressed concerns, Management assured the Union that, like similarly situated non-represented employees, represented employees will have their base salaries managed according to the market rate, the individual performance contribution, critical skills and position relative to the market rate.

1. Compensation communications, will occur in the same timeframe for bargaining units as similarly situated non-represented employees.

2. Management of the affected bargaining units will provide the respective Chairpersons a copy of the same compensation planning guidelines given to pay planners.

3. Management of the affected bargaining units will proactively engage the appropriate Local Unit representatives in the compensation planning process in order to review planned salary adjustments and TeamGM Performance Pay amounts and give weighted consideration to their input and recommendations.
4. Concerns relative to the implementation or interpretation of the compensation plan should be referred to the respective HR Manager at the local level for appropriate handling.

It is agreed that planning guidelines and any other compensation related materials made available to the Union are recognized as confidential information.

In addition, the Company stated that merit and TeamGM Performance Pay funds for represented salaried employees, will be allocated to bargaining units in the same manner as similarly situated non-represented employees.

The merit and TeamGM funds may be utilized across represented salaried bargaining units within each function per the compensation guidelines.

Upon conclusion of the merit or TeamGM Performance Pay planning process, a copy of the final merit or TeamGM Performance Pay plan for represented salaried employees will be distributed to the respective Local Chairpersons and International Servicing Representative with the understanding that compensation information is personal and confidential.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations
The Parties agreed during the course of 2023 National Bargaining that GM-UAW Salaried Represented Full-Time Nurses and Salaried Represented Design Staff Employees will receive one annual merit increase on the dates outlined below:

- Oct. 23, 2023: 11%
- Sept. 16, 2024: 3%
- Sept. 15, 2025: 3%
- Sept. 21, 2026: 3%
- Sept. 20, 2027: 5%

The parties further agreed that these Salaried Represented Employees will be eligible for COLA as outlined in the UAW-GM National Agreement, Paragraph 101 (d) – (l).

The above treatment is in lieu of being included in the annual salaried merit cycle. All other terms and conditions of the classified compensation and benefits policies will be applied to the employees covered by this Agreement as defined under Paragraphs 66-69 of the Salaried Master Agreement.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations
During the course of these negotiations, the parties held lengthy discussions concerning the process by which 2023+9 Salaried Master Agreement books will be made available to all bargaining unit members. As a result of these discussions, Management stated that the normal purchasing process would be utilized in the selection of a printer. It is intended that 22,500 copies will be made available for distribution to all bargaining unit members as soon as practical after submission of a jointly approved proof copy of the 2023+9 Salaried Master Agreement. In addition, as a result of these discussions, Management agreed to provide an electronic copy of the agreement to the Union.
During the course of these negotiations, the Union raised concerns regarding joint representatives not being permitted to attend joint training programs and conferences.

Management and the Union agreed that it was in the best interest for both parties that call letters be sent to joint representatives regarding joint training and conferences based on joint approval from the International Union and Management.

Under general operating conditions, following joint approval, appropriate representatives the Chairperson of the salaried bargaining unit will attend approved joint UAW-GM Health and Safety Training Seminars and UAW-GM Health and Safety and Key 4 Conferences. In the event any conflict arises regarding the aforementioned approval or attendance, the matter will be referred to the National Parties for immediate review.
(Excerpts From The Minutes Regarding Medical Employee Training)

During the course of the current negotiations the parties discussed education and training opportunities for represented salaried medical employees. The parties specifically discussed audiometric and spirometry training and certification. The parties specifically discussed audiometric and spirometry testing and certification.

As a result of those discussions the Union was advised that Management will continue to ensure that one (1) full-time nurse per shift within each bargaining unit will be certified in audiometric and spirometry testing.

Notwithstanding the above, it is understood between the parties that if there are additional full-time nurses within the bargaining unit that request audiometric and spirometry certification/training, it will be included in the nurse's Individual Development Plan and completed according to the target completion date agreed to between the nurse and their respective leader.

CPR, audiometric and spirometry Certification/Education and training opportunities for Supplemental On-Call will be determined by Management, based upon the number of individual hours worked.
The parties agreed during these Negotiations to incorporate Union involvement in local new employee orientation programs for UAW represented salaried employees. To this end, the National parties will convene within one hundred twenty (120) days of the effective date of the 2015 Salaried Master Agreement to discuss new hire orientation for salaried bargaining unit employees. The local parties will be included to determine the appropriate implementation of any new orientation to be delivered. Additionally, the parties agree on the importance of ensuring new hires are equipped with the tools and training required to perform their roles in a timely manner. The parties agree that any problems regarding the above should immediately be brought to the attention of Management and the Union.

It was further agreed that such involvement will not limit any other communications by the Company with its employees or by the Union with its members.
(Excerpts from the Minutes
Regarding Uniform Allowance)

During these negotiations, the parties discussed issues relating to uniform allowances for full-time represented salaried health care employees. Effective January 1, 2020, the annual uniform and shoe allowance for affected bargaining unit employees will be $1,506.00. Receipts will not be required. As such, the allowance will be subject to applicable Federal, State, and Local taxes. The uniform and shoe allowance will be paid in the February 15th paycheck to eligible employees who have signed an acknowledgement that the allowance will be used for the sole purpose of purchasing uniforms and shoes.

Full-time represented salaried health care employees hired after February 1st, will receive a prorated amount of the yearly allowance, within sixty (60) days of hire, based on their month of hire, if they have signed the acknowledgement.
(Excerpts From The Minutes Regarding Uniform Allowance for Supplemental On-Call Nurses)

During these negotiations, the parties discussed uniform allowances for Supplemental On-Call (SOC) nurses. SOC's on roll as of the effective date of the 2019-2023 National Agreement will receive a one-time uniform and shoe allowance during the term of the National Agreement. SOC employees who have been compensated in excess of three hundred (300) hours during 2019-2023 will be paid a $300 uniform and shoe allowance. Those SOC employees compensated three hundred (300) hours or less in 2023 will be paid a $150 uniform and shoe allowance. Receipts will not be required. As such, the allowance will be subject to applicable Federal, State, and Local taxes. All employees must have signed an acknowledgement that the allowance will be used for the purpose of purchasing uniforms and shoes to be eligible for the payment in the second pay period following the effective date of the National Agreement.
During the course of these negotiations, the Union raised concerns regarding education for represented salaried employees relative to retirement, health care, and other benefits. Management reviewed the many options currently available to all salaried employees within Fidelity and the Total Rewards Site for employees to access on-demand workshops, live web workshops, one-on-one consultations, as well as to attend scheduled in-person workshops related to employee benefits and the incorporation of this information into the new hire orientation process.

Any concerns relative to the above should be discussed with local management and escalated to the appropriate HR Manager as needed. Management agrees to conduct one-time training for represented salaried employees to understand how to access the Total Rewards Site and Fidelity resources.
MEMORANDUM OF UNDERSTANDING
RE: Education/Development Bonus

The Parties agreed during the course of 2019-2023 National Bargaining that GM-UAW Represented Salaried employees in regular active status will be paid a bonus of $11,000.00 for continuing education and/or job-related development following ratification of the Master Agreement.

The parties agreed that this fixed payment is not intended as compensation for hours of employment and shall not be included in the regular rate as defined by the Fair Labor Standards Act, in accordance with the exceptions contained in the Act. The parties likewise agree that this payment shall have no roll-up effect on the employee's regular rate of pay or otherwise affect calculations of overtime pay, holiday pay, vacation pay, overtime with premium pay, or pension.

For the International Union, UAW:

Michael J. Booth

For General Motors LLC:

Michael O. Perez