

**GENERAL MOTORS COMPANY
MEMORANDUM OF UNDERSTANDING
TRANSFER OF MAJOR OPERATIONS
GM-UAW NATIONAL AGREEMENT PARAGRAPH (96)**

**MANSFIELD STAMPING
UAW LOCAL # 549
Cisco 18096 -PS Business Unit 01027**

TO

**FAIRFAX ASSEMBLY
UAW LOCAL # 31
Cisco 18044- PS Business Unit 01008**

MEMORANDUM OF UNDERSTANDING entered into this agreement on **September 21, 2009** between General Motors Company, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, hereinafter referred to as the Union.

WHEREAS, the **Mansfield Stamping** plant for a number of years, performed the stamping of vehicle panels and parts,

WHEREAS, for business purposes and efficiency of operations, the **Mansfield Stamping plant** hereinafter referred to as the Sending Location, will cease production operations and is transferring work to the **Fairfax Assembly** facility hereinafter referred to as the Receiving Location,

WHEREAS, the transfer of such operations from the Sending Location could result in the layoff of a number of employees at that location; and

WHEREAS, certain Sending Location bargaining unit employees may desire transfer to the Receiving Location; and

WHEREAS, the Union is the certified collective bargaining representative for certain employees of the Sending Location who may be offered employment at the Receiving Location where the Union is also the certified collective bargaining representative for certain employees; and

WHEREAS, it is the intent of the parties, and the purpose of this MEMORANDUM OF UNDERSTANDING, to the extent practicable is:

- a. To establish a procedure whereby certain employees who are employed in the Sending Location, who desire employment at the Receiving Location may, within the limits hereinafter set forth, be offered such employment; and

- b. To minimize grievances which might otherwise arise as a result of the employment of such employees and the changing of the job assignments during the transition period.

NOW THEREFORE, it is agreed between the parties that:

A. Application Procedure

1. An application procedure will be established by Management for the purpose of allowing certain employees, including those on layoff or approved leaves of absence, of the Sending Location to apply for an estimated minimum of **twenty nine (29)** jobs at the Receiving Location during an application period beginning, **September 28, 2009** and ending, **October 9, 2009**.
2. Eligible employees at the Sending Location who desire to transfer to the Receiving Location may make application for transfer with the Sending Location's Employment Office on forms provided by Management for this purpose, during regular business hours within the application period set forth in Paragraph A. 1. above.
3. Eligible employees on layoff or approved leaves of absence from the Sending Location will be notified of this opportunity by letter mailed Certified Mail - Return Receipt Requested dispatched to their address of record. Such employees who desire employment at the Receiving Location must respond to this notification by filing a valid application with the Sending Location Employment Office by the close of business on **October 9, 2009**.
4. In selecting employees from among the applicants for job openings at the Receiving Location, the following will apply:

B. Selection Procedure

1. **Production:**
 - A. In determining the eligibility of applicants for the job openings at the Receiving Location, it is agreed that only those employees currently with seniority at the Sending Location, including those currently on layoff or leave of absence, as of the time of making application, will be considered for such openings.
 - B. Eligible applicants with seniority in the Sending Location bargaining unit at the time for a job offer is made will be selected in seniority order to transfer to the Receiving Location to fill a minimum of **twenty one (21)** production openings, provided they are capable of doing the work.

2. Skilled Trades:

- A. In determining the eligibility of Skilled Trades employees for job openings in the Skilled Trades at the Receiving Plant, it is agreed that only those seniority employees with a Journeyman or EITS status as of the time of making application, and when a job offer is made, will be considered for such openings.
- B. The number of employees specified, for the following classifications at the Receiving Plant, will be selected from the designated classification(s) in line with their skilled trades seniority provided they are capable of doing the work:

<u>Total Number</u>	<u>Receiving Classification</u>	<u>Sending Classification</u>
2	Die Maker	Die Maker
2	Electrician	Electrician
1	Millwright	Millwright
1	Pipefitter	Pipefitter
2	Electrician	WEMR
8 – Total No. of Skilled Trades		

C. General

- 1. The provisions of this MEMORANDUM OF UNDERSTANDING are applicable only to those employees who meet the conditions set forth in A and B above. An employee's application for employment at the Receiving Location will be considered open and pending for employment only until:
 - (a) The applicant has been offered and accepted employment; or
 - (b) The applicant has withdrawn the application for employment; or
 - (c) The applicant has rejected an offer of employment; or
 - (d) Employment has been offered and accepted by the maximum number of employees required to fill the number of jobs set forth in Paragraph A. 1. above.
- 2. The seniority of an applicant who is transferred pursuant to this MEMORANDUM OF UNDERSTANDING shall be the full seniority the employee has on record together with the employee's complete employment

history and records and the rights to which the employee is or may thereafter become entitled under Supplemental Agreements, Exhibits "A", "B", "C", "D", "E", "F", "G", "H", and "I" to the GM-UAW National Agreement dated October 15, 2007 and Addendum dated May 17, 2009. Thereafter, the employee will have no further seniority rights or other rights at the Sending Location.

3. Employees transferred pursuant to this MEMORANDUM OF UNDERSTANDING shall bring with them their entire personnel record as though their full period of service had been at the Receiving Location.
4. An employee on military leave whose seniority would have entitled the employee to an offer of employment at the Receiving Location pursuant to the provisions of this MEMORANDUM OF UNDERSTANDING had the employee been actively at work shall be given an opportunity to file an application to have his/her name placed on the seniority list at the Receiving Location following discharge from military service, provided the employee would be entitled to reemployment pursuant to Paragraph (112) of the GM-UAW National Agreement. Thereafter, the employee's employment at the Receiving Location shall be governed by the National Agreement and applicable local agreements.
5. The Sending Location will transfer employees to the Receiving Location after the transfer of work and when an opening exists as determined by the Receiving Location (following the recall of laid off Receiving Location employees in production or skilled trades whichever is applicable). The Receiving Location will determine its manpower needs and the timing to fill any openings.
6. However, eligible applicants not placed at the Receiving Location will be offered placement by no later than June 30, 2010 in accordance with Section B, Selection Procedure as outlined above, up to the remaining number of job opportunities. The parties recognize that the transfer of employees from the Sending Location could result in the layoff of a number of employees at the Receiving Location and/or the layoff of those employees from the Sending Location having insufficient seniority to hold active employment at the Receiving Location.
7. Non-bargaining unit employees at the Sending Location who had previously worked in the bargaining unit and acquired seniority and who are transferred to a job opening at the Receiving Location and who are subsequently transferred from a job outside the bargaining unit to a job inside the bargaining unit shall be treated as though their entire employment had been at the Receiving Location.
8. The provisions of this Agreement as they relate to the assignment of manpower may be reviewed by the Company and the International Union at the request of either party
9. The signing of this MEMORANDUM does not prejudice or establish the position of either party in future cases with respect to Paragraph (96) of the GM-UAW National Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized representatives on the date first written above.



INTERNATIONAL UNION, UAW



GENERAL MOTORS COMPANY