

9/15/15

MEMORANDUM OF UNDERSTANDING

BETWEEN:

GENERAL MOTORS OF CANADA LIMITED

(the "Company")

-and-

**UNIFOR
AND ITS LOCALS 199 and 222**

(the "Union")

WHEREAS there are former St Catharines full-time hourly employees, who were laid off from St Catharines, who are currently actively working in Oshawa, who have exhausted all recall rights under the terms of the Master Agreement and who have expressed a strong desire to return to work in St Catharines;

AND WHEREAS it is anticipated that there will be a surplus of full-time hourly employees in Oshawa as a result of previously-announced operational changes which are expected to impact the required level of staffing;

AND WHEREAS the parties want to address the workforce requirements at both Oshawa and St. Catharines, taking into consideration the interests of employees without adding direct/indirect cost to General Motors of Canada Limited such that it negatively impacts its competitive position;

THE PARTIES HEREBY AGREE AS FOLLOWS:


1. The Company will offer former St Catharines full-time hourly employees, who were laid off from St Catherines, who are currently actively working in Oshawa, who have exhausted all recall rights under the terms of the Master Agreement and who have expressed a strong desire to return to work in St Catharines with the opportunity to move to the St Catharines facility for employment as attrition at that facility results in availability of full-time non-skilled job opportunities. This will also include any former St Catharines employees who accepted a preferential hire opportunity at the Woodstock facility from Oshawa since January 2014. The Company will notify eligible employees and provide applications to transfer to St. Catherines. Interested employees must submit an application within one (1) week from the notification date (the application period). A corporate seniority list will be developed from the eligible applications and this list will be used to administer this non-skilled program. No additions will be made to this list following the application period. Applications will be irrevocable.
2. In order to address the staffing requirements at both Oshawa and St Catharines, only former St Catharines full-time hourly employees, who were laid off from St Catherines, who are currently actively working, who have exhausted all recall rights under the terms of the Master Agreement will be eligible for this opportunity. (See attached list) The total number of Document 12 retirement incentive opportunities being offered in

Oshawa, as a result of previously-announced operational changes, will be reduced on a one-for-one basis for each employee who accepts an opportunity and returns to St Catharines.

3. Opportunities will become available subject to the sole discretion of the Company based upon identification of full-time non-skilled job opportunities. Offers will be made subject to and in accordance with corporate seniority order. No SWEs will be displaced as a result of this agreement.
4. Employees accepting a non-skilled opportunity will be given a plant seniority date which will be the date they begin working at the St Catharines location, however they will retain their original Company seniority for the purposes of vacation and benefits eligibility. Employees will not be credited with any previous time worked in St Catharines towards their plant seniority date.
5. Employees accepting an opportunity will not be eligible for relocation allowance
6. This agreement will not negatively impact any terms or conditions of any existing agreements, including the Supplemental Workforce (SWE) Agreement, Competitively Operating Agreement (COA), on-site Logistics Optimization Centre (LOC), Gen V Assembly 3rd Shift Agreement, and any other applicable local agreements in St Catharines.
7. This Memorandum of Understanding is without prejudice or precedent to any future dealings between the parties except with respect to the enforceability of this agreement. Any issues arising from the implementation of this agreement will be handled by the National Union and Divisional Labour Relations.

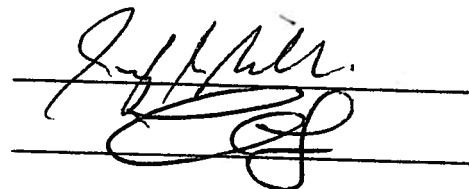
IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives the day and year written below.

For the Union:



Jim McKinnon

For the Company:



Dated: 09/15/15