

Memorandum of Understanding

Re: Preferential Hiring at CAMI

Entered into this 19th day of February, 2010

Between: General Motors of Canada Limited
Hereinafter referred to as the "Company"

And

National Automobile, Aerospace, Transportation and General Workers
Union of Canada (CAW Canada), and its Locals
Hereinafter referred to as the "Union".

Whereas: CAMI will be increasing their production volumes during 2010 which could necessitate hiring additional employees.

And Whereas: General Motors has employees on indefinite layoff from its locations with limited employment opportunities;

Therefore: The parties have agreed to provide preferential hire opportunities to CAMI to those eligible laid off employees of the Company according to the following:

1. GM employees on layoff (1A status) resulting from a permanent reduction in force who maintain recall rights will be eligible to submit a preferential hire application for permanent job openings at CAMI.
2. Employees who make application will be offered employment opportunities in GM of Canada seniority order to permanent openings at CAMI.
3. An employee accepting preferential hire to CAMI will be given a plant seniority date being the day the employee begins working at CAMI.
4. An employee accepting preferential hire to CAMI will not establish seniority at GM for the purpose of establishing a last day worked under the provisions of Para. 54(f) of the Master Agreement.
5. An employee accepting preferential hire to CAMI will be hired at and maintain a base hourly rate of \$31.62 (92.5% of maximum rate) plus .05/hr COLA.
6. An employee accepting preferential hire to CAMI will be eligible for Health Care Benefits pursuant to the Health Care program and will begin the first of the month following the employee's date of hire at CAMI.
7. An employee accepting preferential hire to CAMI will be eligible for vacation pay and PAA credit. For vacation time off the CAMI-CAW Agreement applies.
8. An employee accepting preferential hire to CAMI will be treated as a new hire CAMI employee for the purposes of seniority, however pension eligibility will be subject to the provisions of the GM/CAW collective agreements.

9. An employee accepting preferential hire to CAMI will not regenerate SUB credits during their employment with CAMI.
10. An employee accepting preferential hire to CAMI is not entitled to a relocation allowance by accepting employment at CAMI and GM will not be responsible for any relocation allowances or expenses if such employee accepts a notice of recall to the employee's former plant location.
11. If all production applications for preferential hire at CAMI are exhausted and there are remaining openings, opportunities for employment will then be offered to skilled trades employees on indefinite layoff who submit an application for preferential hire for production during the application period. When all preferential hire applications have been exhausted, CAMI will have the right to hire additional team members pursuant to Para. 14 below.
12. A minimum of 38 GM preferential hires will commence employment with CAMI on or around Monday, April 19, 2010.
13. Former CAMI salaried employees who transition as hourly production employees will have a seniority date of April 19, 2010. The number of salaried employees transitioning to hourly will not exceed 120.
14. The Memorandum of Agreement re: New Hire Team Members currently part of the Sept. 19, 2010 CAMI-CAW Agreement, will be effective for any team members hired on or after April 19, 2010 should there be a need to hire additional team members.
15. Applications for preferential hire to CAMI will be available at the employment office at the location from which the employee is laid off.
16. Preferential hire applications will be available from Feb. 24, 2010 to 3 p.m. EST March 19, 2010. No applications will be accepted after March 19, 2010. This is the only application period for CAMI openings under the provisions of this special Memorandum of Understanding.
17. It is mutually agreed that the issues concerning the application of this preferential hire procedure may be referred to the GM Divisional Labour Relations staff and the National Union CAW for prompt resolution.
18. This memorandum for the purposes of preferential hiring is null and void with the closing date of the sales transaction.



February 19, 2010

Mr. Keith Osborne
National Representative, CAW
205 Placer Court
Toronto, ON M2H 3H9

Dear Keith:

This letter is to confirm discussions between the parties regarding the application of Doc. No. 14 Preferential Hiring and Document 14 – Attachment A attached to the GMCL-CAW Master Agreement.

Effective with the closing date of the sales transaction by General Motors Company for sole control of CAMI Automotive, Document 14 and Attachment A will be applicable to eligible CAMI employees for the purposes of preferential application to other GMCL facilities. Additionally, CAMI will be added to the locations on the preferential hire application available to eligible GMCL employees.

Any CAMI employee preferentially hired to a GMCL facility will be subject to the provisions of the GMCL-CAW Agreements in effect at the time. Conversely, any GMCL employee preferentially hired at CAMI will be subject to the provisions of the CAMI-CAW Agreement in effect at that time.

Sincerely,

A handwritten signature in black ink, appearing to read "David Wenner", with a long horizontal flourish extending to the right.

David Wenner
General Director, Labour Relations



**GENERAL MOTORS OF CANADA LTD.
GENERAL MOTORS DU CANADA LIMITÉE**

**PREFERENTIAL HIRE APPLICATION - PRODUCTION
DEMANDE D'EMPLOI AU TITRE DE
L'EMBAUCHAGE PRÉFÉRENTIEL**

This application is made under the provisions of the Memorandum of Understanding Re : Preferential Hiring at CAMI and is for the use of employees who are permanently laid off.
Cette demande d'emploi est effectuée dans le cadre de dispositions du Protocole d'accord concernant l'embauche préférentielle à CAMI pour les employés à la suite d'une mise à pied permanente.

PLEASE PRINT/ÉCRIRE EN CARACTÈRES E'IMPRIMERIE S.V.P.

NAME / NOM :

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**CURRENT SERIAL NUMBER /
MATRICULE ACTUEL :**

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**CURRENT LOCATION CODE /
CODE DE L'ÉTABLISSEMENT ACTUEL :**

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Location / Établissement:

**Are you currently a Skilled Trades Employee :
Étes vous actuellement un employé de corps de métiers :**

02 CAMI

Yes

No

If you refuse employment at the location checked above, your Preferential Hire Rights to this location will be forfeited. / Le refus d'un emploi à cet établissement ci-dessus mettra fin a vos droits d'embauchage preferential dans cet établissement.

EMPLOYEE SIGNATURE /

SIGNATURE DE L'EMPLOYÉ : _____ **DATE:** _____

EMPLOYMENT OFFICE /

DUREAU D'EMBAUCHAGE : _____ **DATE :** _____