

# SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

## GENERAL INFORMATION

### Overview

In the event of layoff, the SUB Plan provides a substantial level of income security to supplement any state unemployment compensation you receive. Under the SUB Plan you may receive the following benefits:

- **Regular SUBenefit** for a full week of layoff from GM;
- **Transition Support Program (TSP) Benefit** for a full week of layoff from GM during extended periods;
- **Short Week Benefit** when you are laid off from GM for part of a week; and
- **Separation Payment** upon termination of employment because of layoff or total and permanent disability.

## UNDERSTANDING YOUR BENEFITS

### Eligibility

**Traditional employees** are eligible for the Regular SUB Benefit, the Transition Support Program (TSP) Benefit, and the Short Work Week Benefit after 90 calendar days of employment and the Separation Payment Benefit after one year of seniority.

**In-Progression employees** are eligible for the Regular SUB Benefit, the Transition Support Program (TSP) Benefit, and the Short Work Week Benefit after 90 calendar days of employment and the Separation Payment Benefit after one year of seniority.

**Full-Time Temporary employees** are eligible for the Regular SUB Benefit during Temporary Layoffs and the Short Work Week Benefit after 90 calendar days of employment. **Full-Time Temporary employees** are not eligible for Regular SUB and TSP Benefits during Indefinite Layoffs nor the Separation Payment Benefit.

**Part-Time Temporary employees** are not eligible for any SUB Benefits.

## Regular SUBenefit – For a Full Week of Layoff From GM

You may be eligible for a regular SUBenefit for a full week of layoff if you have ninety (90) calendar days of employment under the SUB Plan and are laid off due to

- reduction in force
- discontinuance of a plant or operation
- temporary layoff
- being unable to do work offered by the plant but able to do other available work in the plant if you had more seniority

To be eligible, you must receive a state or federal system benefit such as state Unemployment Compensation (UC) or Unemployment Insurance (UI), federal additional compensation or be denied such a benefit only for an acceptable reason under the SUB Plan.

You will not be eligible for a regular SUBenefit if your layoff was for disciplinary reasons or was a consequence of

- any strike, slowdown, work stoppage, picketing or concerted action, at a Company plant or plants, or any dispute of any kind involving, generally, employees covered by this Plan
- any fault attributable to you, the employee
- sabotage (including arson) or insurrection

Generally, if you refuse a GM employment interview or job offer within your Area Hire area, your SUBenefit eligibility will be terminated until you return to work for GM. However, if such refusal is allowable under the Agreement and does not disqualify the employee and results in denial of state Unemployment Compensation (UC) benefits for one or more weeks of layoff thereafter, you may either (1) be denied SUB for such weeks, or (2) have your payment limited to the maximum amount of \$200 per week.

## Transition Support Program (TSP) Benefit – For a Full Week of Layoff From GM During Indefinite Layoffs

After exhausting your entitlement for Regular SUBenefit, you may become eligible for TSP benefits. In general, eligibility requirements are the same as for Regular SUBenefit.

Prior to becoming eligible for TSP benefits, you may elect to opt out of TSP benefits and receive a lump sum cash payment; in doing so, you shall forfeit eligibility for weekly TSP benefit payments, and also shall forfeit all recall rights and be considered a Voluntary Quit from the Company.

The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TSP benefit for which you would otherwise be eligible (i.e., 50% of your gross weekly wages, based on a 40-hour week, multiplied by 52). If you elect to opt out of the TSP, you will continue to receive health care coverage for the remainder of the months of extended coverage for which you would have been eligible, based on years of seniority at the time of layoff, had you not elected to opt out of the TSP.



## Short Week Benefit – When Laid Off from GM for Part of a Week

You may be eligible for an Automatic Short Week Benefit for a week if

- you had less than 40 hours of Compensated or Available hours available to you by GM
- you were laid off at any time during the week for a qualifying reason, as described in the information provided under Regular SUBenefit or you were ineligible for GM pay for (1) jury duty, (2) bereavement, or (3) short-term National Guard duty, because you would have been on a qualifying layoff
- you have ninety (90) calendar days of employment as of the last day of the week (or have broken your seniority during the week only by reason of death or retirement under the GM Hourly-Rate Employees Pension Plan)
- you worked for GM during the week, or received from GM bereavement, jury duty, military or (under certain circumstances) holiday pay, for part of the week

Additional hours worked, or made available, during the week will be excluded in the short week benefit calculation for such week, unless (1) such additional hours were worked prior to layoff, or (2) notice of intent to work such additional hours had been given prior to the layoff. Also excluded from a short week benefit calculation will be any additional hours available to certain employees medically restricted as to the number of weekly and daily working hours. Applicable provisions of the 2023 National Agreement on overtime or additional hours will be taken into consideration.

## Separation Payment – Upon Termination of Employment Due to Layoff or Total and Permanent Disability

You may be eligible for a Separation Payment if you have one or more years of seniority on the last day you are on the active employment roll and

- are laid off from GM for 12 or more continuous months, provided you have not refused a GM offer of work or broken your seniority within the first 12 months of layoff
- become totally and permanently disabled but are not eligible for a disability pension solely because you do not have sufficient years of credited service

You must not have broken seniority as of the earliest date you may be eligible to apply for a Separation Payment.

## HOW THE PLAN WORKS

### Application Requirements

#### ***Regular SUBenefit and Transition Support Program (TSP) Benefits– For a Full Week of Layoff From GM***

If a written application is required, you may contact a GM Benefits & Services Center benefit analyst and an application form will be provided to you. Applications are also available online via [gmbenefits.com](http://gmbenefits.com).

For each week of layoff for which you apply, you must have reported to the state employment office (as required by the state) and provide to the GM Benefits & Services Center satisfactory evidence that you have received a state UC benefit, or be ineligible for a state UC benefit only for an acceptable reason under the SUB Plan.

If you are laid off from a GM location covered by an “AutoSUB” Program, your application for a state UC benefit will be considered to be your SUBenefit application. The state UC agency will provide UC payment data to GM based upon your application. This information will be used to process your SUBenefit. As a result, no SUB application is required as long as you are receiving UC.

### ***Short Week Benefit – When Laid Off from GM for Part of a Week***

Automatic Short Week Benefits will be paid to you, without application, in your regular paycheck for the week, or shortly thereafter.

If you do not receive an Automatic Short Week Benefit to which you believe you are entitled, you must file an application within 60 days after the date you normally would have received the benefit payment. SUB application forms are available by calling the [GM Benefits & Services Center](#). The address to submit your application is: GM Benefits & Services Center, P.O. Box 5078, Southfield, MI 48086-5078.

### ***Separation Payment – Upon Termination of Employment Due to Layoff or Total and Permanent Disability***

To be eligible, you must apply between 12 and 24 months (36 months if you have 10 or more years of seniority) after the first day of layoff, or at any time up to 24 months (36 months, if applicable) after the date you are determined by GM to be totally and permanently disabled (or, if you then are receiving extended disability benefits under the Life and Disability Benefits Program, within 30 days after the last month for which you are eligible for such benefit).

## **Duration of Benefits**

### ***Regular SUBenefit – For a Full Week of Layoff from GM During Indefinite Layoffs***

If you are laid off with at least ninety (90) calendar days of employment as of your last day worked prior to a qualifying layoff, and are otherwise eligible, you may receive SUB based on 90 days of employment as of your last day worked. Benefit durations are applicable for periods of “indefinite layoff” as follows:

<b>Traditional, In-Progression, and all Skilled Trades Employees:</b>	<b>52 weeks</b>
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### ***Transition Support Program (TSP) Benefit – For a Full Week of Layoff from GM During Indefinite Layoffs***

If you are on a qualifying layoff and exhaust your maximum regular SUB duration (52 weeks), you may receive TSP benefits based on 90 days of employment as of your last day worked. Benefit durations are as follows:

<b>Traditional, In-Progression, and all Skilled Trades Employees:</b>	<b>52 weeks</b>
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# Amount of Benefits

## Regular SUBenefit – For a Full Week of Layoff From GM

The amount of your Regular SUBenefit is an amount which, when added to the following, will equal 74% of your Gross Weekly Wage:

- The amount of any state or federal system benefit (UC, UI, TRA, EUC, etc.) received or receivable, plus
- Any GM pay (excluding call-in pay and Sunday earnings), plus
- Any earnings from another employer, or from the military, up to your UC weekly benefit amount.

A maximum regular SUBenefit of \$200 will apply to any week for which you refused available GM work and for which you either (1) had exhausted your state UC benefits, or (2) were denied UC because of such refusal, provided that you refused a job offer you had an option to refuse under your local seniority agreement.

If you are serving a state UC “Waiting Week” while on a layoff, if otherwise eligible, you will be paid a regular SUBenefit for such “Waiting Week.” The SUBenefit will be unreduced for any estimated state UC benefit amount.

### Example

An employee is laid off, having an hourly pay rate of \$35.88.

40 hours’ gross pay	\$ 1,435.20
Total income level for week (74%)	\$ 1,062.05

The total income level for the week, of \$1,062.05 consists of a \$362 state (MI) UC benefits and a \$700.05 SUBenefit. The SUBenefit amount is subject to any federal additional compensation, federal income tax withholding and, in certain areas, state and local withholding taxes. The SUBenefit amount also is subject to reduction by the amount of any outstanding debts owed to GM or the Trustee of any GM benefit Plan or Program.

## Transition Support Program (TSP) Benefit – For a Full Week of Layoff from GM During Indefinite Layoffs

The amount of your weekly TSP benefit payment is calculated as 50% of your gross weekly wages, based on a 40 hour work week.

In calculating the weekly TSP benefits, the offsets for State UC Benefits received for that week shall apply.

**Short Week Benefit – When Laid Off from GM for Part of a Week**

Automatic Short Week Benefits are payable at 80% of your straight-time pay for each tenth of an hour less than 40 Compensated or Available hours for which you (1) were not offered work, or (2) did not receive pay.

Example

An employee earning \$35.88 per hour worked 23 hours and received holiday pay for 8 additional hours (which were not worked) for a total of 31 hours. The employee is 9 hours short of 40 and was on a qualifying layoff during the week:

Monday	8	hours worked
Tuesday	6	hours worked (laid off for 2 hours, machine breakdown)
Wednesday	9	hours worked (1 hour additional - scheduled Monday)
Thursday	0	hours worked (laid off because of parts shortage)
Friday	0	hours worked (holiday–no work but received 8 hours holiday pay)
<b>TOTAL</b>	<b>31</b>	

Therefore, the employee is entitled to an automatic Short Week Benefit of 80% of 9 hours pay \$258.34 (\$35.88 an hour x 9 hours x 80%).

**Separation Payment – Upon Termination of Employment Due to Layoff or Total and Permanent Disability**

The amount of your Separation Payment is determined by multiplying your base hourly rate by the number of hours of pay, according to your years of seniority, as shown in the table below, less any SUBenefit paid to you for weeks following your last day worked.

SEPARATION PAYMENT TABLE			
Years of Seniority on Last Day on the Active Employment Roll	Number of Hours of Pay	Years of Seniority on Last Day on the Active Employment Roll	Number of Hours of Pay
1 but less than 2	50	16 but less than 17	770
2 but less than 3	70	17 but less than 18	840
3 but less than 4	100	18 but less than 19	920
4 but less than 5	135	19 but less than 20	1000
5 but less than 6	170	20 but less than 21	1085
6 but less than 7	210	21 but less than 22	1170
7 but less than 8	255	22 but less than 23	1260
8 but less than 9	300	23 but less than 24	1355
9 but less than 10	350	24 but less than 25	1455
10 but less than 11	400	25 but less than 26	1560
11 but less than 12	455	26 but less than 27	1665
12 but less than 13	510	27 but less than 28	1770
13 but less than 14	570	28 but less than 29	1875
14 but less than 15	630	29 but less than 30	1980
15 but less than 16	700	30 and over	2080



The amount of your Separation Payment may be offset by such things as, but not limited to, the amount of any payment received, or receivable, under any other GM "SUB" Plan, or under any GM Plan or Program to which GM has contributed, for layoff or separation from GM subsequent to the last day you worked for GM.

## PLAN LIMITATIONS

### Separation Payment – Upon Termination of Employment Due to Layoff or Total and Permanent Disability

#### *Cancellation of Seniority*

If you receive a Separation Payment, (1) you no longer are a GM employee, and (2) your seniority is canceled at all GM plants.

#### *Allocation Period*

If you are eligible to retire under the provisions of the GM Hourly-Rate Employees Pension Plan at the time you apply for a Separation Payment, you will not be eligible to commence such retirement until the end of an "Allocation Period." The length of the Allocation Period (in weeks) is determined by dividing the amount of your Separation Payment by one-half of your unreduced regular weekly SUBenefit amount applicable to the current period of layoff.

During the Allocation Period you will not be eligible to participate in GM health care coverages. COBRA may be available during the Allocation Period depending on your status prior to separation. If you retire following the Allocation Period, and are eligible for health care coverage in retirement, any coverage will be provided by the UAW Retiree Medical Benefits Trust.

### Disqualification, Ineligibility, Denial, Loss, Forfeiture, Suspension, Offset, Reduction or Recovery of Benefits

The following circumstances may result in disqualification, ineligibility, denial, loss, offset, suspension, reduction or recovery of benefits. The circumstances include, but are not limited to insufficient seniority; ineligibility or failure to apply for state or federal unemployment compensation benefit; layoff resulting from disciplinary reasons, any strike, slowdown, work stoppage, picketing or concerted action, at a Company plant or plants, or any dispute of any kind involving, generally, employees covered by the Plan, fault attributable to the employee, war or hostile act of a foreign power, sabotage (including arson) or insurrection, act of God; refusal to accept Company employment interview or job offer; eligibility for, claim for, or receipt of statutory or Company accident, sickness or any other disability benefit, pension or retirement benefit; offset due to monies received or receivable from unemployment compensation, wages, or other remuneration from the Company or other employer, military pay, or Social Security Benefit; any benefit Plan overpayment due to any reason subject to any applicable limitations; willful misrepresentation of any material fact in connection with the application for benefits; termination of the Plan; quit or discharge.

## Overpayments

Any SUB Plan overpayment must be repaid unless (1) the cumulative overpayment is \$3 or less, or (2) notice of the overpayment was not given to you within 60 days from the date the overpayment was established or created. In cases involving legislative changes, no repayment is required if notice has not been given within 60 days of notification from the applicable government agency. Notification of overpayment time limits do not apply in any case of fraud or willful misrepresentation in applying for benefits under the Plan.

If you fail to promptly return the amount of the overpayment, a maximum of \$100 per week, but not more than ½ of your weekly SUBenefit or paycheck, will be deducted from your future SUBenefit or paychecks until the overpayment is recovered in full. No overpayment recovery limits apply in cases of fraud or willful misrepresentation.

## APPEALS

You may request the presence of one of the local union benefit representatives, to provide information concerning the payment, denial, or appeal of a SUBenefit or Separation Payment.

If you disagree with a GM determination as to eligibility for, or amount of, benefits, you may appeal to your local SUB committee within 30 days of determination.

If your local SUB committee cannot resolve your claim, you may request the committee to refer your claim to the UAW-GM SUB Board of Administration. In the absence of a local SUB committee at your location, you may appeal directly to the Board of Administration. If the Board members cannot agree, the Board may appoint an impartial chairman to resolve the dispute. The Board or the impartial chairman's decision will be final and binding on all parties.