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STANDING UP AGAINST CORPORATE GREED: HOW UNIONS ARE IMPROVING THE LIVES OF WORKING FAMILIES

HEARING

[BEFORE THE]

COMMITTEE ON HEALTH, EDUCATION, LABOR, AND PENSIONS

UNITED STATES SENATE

ONE HUNDRED EIGHTEENTH CONGRESS

FIRST SESSION

NOVEMBER 14, 2023

Part 1 of 2

Printed for the use of the
Committee on Health, Education, Labor, and Pensions

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EXAMINING THE STANDING UP AGAINST CORPORATE GREED, FOCUSING ON HOW UNIONS ARE IMPROVING THE LIVES OF WORKING FAMILIES

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STANDING UP AGAINST CORPORATE GREED: HOW UNIONS ARE IMPROVING THE LIVES OF WORKING FAMILIES

Tuesday, November 14, 2023

U.S. SENATE,
COMMITTEE ON HEALTH, EDUCATION, LABOR, AND PENSIONS,
Washington, DC.

The Committee met, pursuant to notice, at 10:02 a.m., in room 430, Dirksen Senate Office Building, Hon. Bernard Sanders, Chairman of the Committee, presiding.

Present: Senators Sanders [presiding], Murray, Casey, Baldwin, Hassan, Smith, Luján, Hickenlooper, Markey, Cassidy, Braun, Marshall, Tuberville, and Mullin.

OPENING STATEMENT OF SENATOR SANDERS

The CHAIR. The Committee on Health, Education, Labor, and Pensions will come to order. The title of our hearing this morning is, Standing Up Against Corporate Greed, How Unions Are Improving the Lives of Working Families.

We are delighted that Shawn Fain, the President of the United Auto Workers, Sean O'Brien, President of the Teamsters, and Sarah Nelson, the President of the Flight Attendants Union, are here with us today, and I look forward to their testimony.

Ranking Member Cassidy has invited Diana Furchtgott Roth with the Heritage Foundation and Sean Higgins with the Competitive Enterprise Institute, and we welcome them as well.

The issue we are talking about today is really not complicated, and that is tens of millions of Americans are struggling to put food on the table, pay their rent, get by while the wealthiest people in this country are doing better than they have ever done in the history of America.

What I hope every Member is interested in discussing is, how do we change that? How do we create an economy that works for all of us, all of our people, and not just the few? And when we talk about the state of our economy and the working class in America, there is a lot to be concerned about.

One of the issues that we don't talk about enough is that over the last 50 years, 50 years, despite huge increases in technology and worker productivity, the average American worker is making about $50 a week less than he or she did 50 years ago.

How did that happen? And I can remember growing up in a working class family, in a working class neighborhood. Back then, it was a few years ago. Most families had one person working.

Mostly men. How does that happen? One worked, and today, almost without exception you need two breadwinners to support the family. How does that happen despite all of the new technology and increase in worker productivity? And some of the realities of today is that right now we have more income and wealth inequality than any time since the Gilded Age.

Today in America, three people, we got to deal with this from a moral and economic perspective. Three people have more wealth than the bottom half of American society, 165 million Americans today, while the people on top are doing phenomenally well. 60 percent of our people are living paycheck to paycheck.

Today, while millions of ordinary people are struggling to pay the rent, pay for childcare, and put food on the table, the CEOs of major corporations are now making 350 times as much as their average workers.

According to the RAND Corporation, not exactly a socialist enterprise, over the last 50 years, there has been a massive redistribution of wealth. Since 1975, over $50 trillion in wealth has gone from the bottom 90 percent to the top 1 percent. And it is not just income and wealth inequality that we have got to worry about.

We are seeing more and more concentration of ownership in every sector of our economy. Fewer and fewer large corporations control what is being produced and distributed. Meanwhile, while that is going on, and that should be of major concern to every American, certainly every Member of Congress, there is some very good news out there.

That is what we are going to be discussing today. And that is that all over this country, we are seeing workers standing up and fighting back against the unprecedented level of corporate greed taking place. This year alone, over 450,000 workers in America have gone on strike for better wages, better benefits, and better working conditions. That is up 900 percent compared to just 2 years ago.

Last year, union membership in America increased by 273,000 to a total of 14.3 million workers. Last year, employees in nearly 2,600 worksites in America filed petitions with the NLRB to form a union, up more than 50 percent from 2 years ago.

According to the latest Gallup poll, 67 percent of the American people support labor unions. In other words, in America today, more workers want to join unions. More workers are joining unions, and more workers are going out on strike to improve their working conditions than we have seen in a very long time.

Many of those unions, we are going to hear about that today, are winning very strong contracts for their workers. And what we are seeing in these historic union victories are not only improving the lives of union members, but that is beginning to spill over into the lives of nonunion workers in America as well.

We are going to be discussing this today, but just magically don't know how it happened. We are seeing Honda just announced that

it would be increasing the wages of their nonunion workers in America by 11 percent. Toyota 9 to 10 percent. Hyundai also announced a major increase just by accident.

No doubt had nothing to do with what the UAW recently accomplished after the Teamsters won a strong contract to increase wages and benefits for their workers at UPS. Amazon increased wages for its nonunion warehouse and delivery drivers as well. And it is not just blue collar workers.

We are seeing white collar workers organize as well. In my state and all over the country, you are seeing residents in hospitals, doctors, MDs organizing. You are seeing nurses organizing.

You are seeing young people on college campuses, graduate students who really have been exploited for years, organizing in large numbers. Obviously, we are seeing actors organizing as well.

That is the good news. The bad news is that for far too long, many corporations are doing everything that they can to intimidate, coerce, threaten, or prevent workers from exercising their Constitutional right to form a union and negotiate a fair contract.

We all know why that is, because when workers are in a union, they get substantially better wages, working conditions, pensions, and other benefits.

That is why it is absolutely essential that we pass legislation like the PRO Act, to make it easier for workers to organize. So, with that, let me give the mic over to Senator Cassidy.

Senator Cassidy.

OPENING STATEMENT OF SENATOR CASSIDY

Senator CASSIDY. Thank you, Chair Sanders. And Chair Sanders has acknowledged the progress that has been made by organized labor, which creates in my mind, a little bit of a puzzle as to why we are having the hearing.

We are not conducting oversight and there doesn't seem to be a legislative purpose. The title of this hearing suggests that unions are functioning well, and it appears that they are, and that means that partisan legislation like the PRO Act is not necessary.

Unions have a good message, apparently, about their ability to negotiate contracts on behalf of their members. If that is true, then they don't need the PRO Act to eliminate secret ballot union elections, which could expose workers to retaliation and intimidation.

Unions shouldn't need the PRO Act to open workers to forced or coerced unionization by banning right to work laws in States like Louisiana, in my state, that protect workers' freedom to choose whether to join a union or not.

They should not need—the union should not need the PRO Act or the Biden administration to impose radical joint employer rules to make it easier to unionize the 8 million franchise workers while undermining the business model of the establishments that employ them. If unions can convince workers that it is in their best interest to join, then there shouldn't be changes to the independent contractor definition.

This policy, including the PRO Act, would take away the ability of 27 million workers to choose how to earn a living. Why? Well, effectively to make them susceptible to forced or coerced unionization. Now I support a worker's ability to unionize.

The right of workers to organize and be represented by a union is protected under the National Labor Relations Act. But if the benefits of joining a union are so good, and I am sure that is the testimony we will hear today, then there is no reason union should have to coerce or strong arm people to join.

They certainly don't need Government to help them coerce and strong arm. I will remind my colleagues that this Committee already voted on the PRO Act with all Republicans opposing. There is no sign that the Majority Leader will bring it to the Senate floor, and it doesn't even have unanimous support from Democrats.

But regardless, this Committee has already devoted a markup to progressive legislation on unionizing and bargaining. So, what is the purpose of today's hearing other than holding, I hate to say it, a taxpayer funded pep rally for big labor unions.

We have public health programs that expired September 30th, and we haven't had a hearing for the last 2 weeks. There are serious unmet responsibilities of this Committee, but this issue takes precedence and is most deserving of our time.

If we wish to celebrate those achievements that unions have recently achieved, that is the Chair's prerogative. But we should point out that it has been 54 days since this Committee has held a markup or hearing to consider actual legislation.

Hopefully we can get back on track and use the limited time we have this year to get the rest of our reauthorizations over the finish line. With that, I yield.

The CHAIR. Thank you, Senator Cassidy. Now, we will hear from our witnesses. Our first witness is Shawn Fain, the International President of the United Automobile Workers.

Mr. Fain is a 29 year member of the UAW and got his start with union as an electrician at Chrysler Kokomo casting plant. He served this local union at every level and was elected UAW President this year in the first ever direct election for the union's executive board.

Mr. Fain, thanks for being with us.

STATEMENT OF SHAWN FAIN, INTERNATIONAL PRESIDENT, UAW, DETROIT, MI

Mr. FAIN. Thank you, Chairman Sanders. Good morning, and good morning, Dr. Cassidy and Members of the Committee. I am honored to join this hearing as the first directly elected International President of the UAW, representing over 400,000 active members and 600,000 retired members across a wide range of sectors from auto manufacturing to higher education.

My roots in the auto industry run very deep back to the first early days of the UAW, when my grandparents, my—one of my grandfathers was hired in Chrysler in 1937, the year the UAW organized Chrysler. That job was life changing for my grandparents, all four of them. Their generation came out of a Great Depression.

All four of my grandparents migrated from the South in extreme poverty conditions. One of my grandparents was hurt and siblings were left in an orphanage because their parents couldn't afford to raise them.

When they moved North and were able to get good paying union jobs, it changed their lives. It is the reason I am sitting here today. That changed the entire trajectory for my family.

I share that same pride when I was hired in 29 years ago. But throughout my 29 years as a UAW member, I have seen drastic changes. I witnessed our working standards and conditions eroded at the hand of bad trade agreements designed to drive a race to the bottom.

Many of the decisions were being made under the guise of helping the companies be more competitive, which helping competition in my world is code for corporate greed and a race to the bottom because that is what it drives. Find the lowest paying person and compare yourself to that.

That is not something we should aspire to be as a Nation. Workers got caught on the losing end of a one sided class war. This led to the big three closing or spinning off 65 plants in the last 20 years.

In 2009, our members were unfairly villainized for everything that ailed the big three. Our members, both active and retired, made massive sacrifices, such as the suspension of cost of living, jobs—language provisions, just to name a few.

All those sacrifices borne by our members were made to help the big three stay afloat and remain competitive, and all that did was feed corporate greed and continued a race to the bottom.

Despite that, and despite the plant closures that tore apart communities and how our members lives were turned upside down, our members have always delivered. With recent success in the big three, our union just showed the world what is possible when workers unite to fight for more, to fight against corporate greed.

Workers can win. Only a small percentage of working class Americans have the protection afforded by collective bargaining. Rather, the mass majority are treated like second class citizens employed at the will of employers.

We want better for America, and you should want better for Americans. In the past 6 months, we began to turn the tide in this class war for the American worker. On September 14th, the UAW launched our Stand Up strike. It was a new strategy to take on corporate greed at Ford, General Motors, and Stellantis, which is Chrysler's parent company.

It allowed us to integrate our members into a national campaign where workers strikes strategically grew and escalated over time, giving our union bargaining teams maximum power to negotiate a record contract for the first time in our history. We struck at all three companies and in less than 7 weeks.

We want justice for our members and other workers. We won things our industry hasn't seen in over 15 years. Victories that will instantly change people's lives overnight. Getting back to setting a standard, giving people purchasing power to move the economy.

Never in our history we negotiated the reopening of a plant. We won victories that will instantly, overnight change life. Belvidere, Illinois was written off for dead. As many people know, we not only got work back for that plant, but also a new battery plant. Both these plants are going to add thousands of jobs to the Belvidere, Illinois community.

That is what the union can achieve through collective bargaining. There is far too much in our agreement to detail in a short testimony. But for the major areas, we raise wages dramatically for over 100,000 workers.

We took a major step toward ensuring a just transition in electric vehicles. We improved retirement security for hundreds of thousands of retirees. And last, we secured jobs. Job security was a major part of this bargaining for current employees and future members. And we bargained for language that allows us to strike these companies if they don't honor their commitments, which has been a huge issue in the past.

Looking at the success of our contract, we are seeing that spill over into the nonunion industry after we announced our tentative agreements. But the big three, Toyota made an unprecedented move and reduced their progression to full pay to 4 years from 8 years.

They gave their employees a 9 percent pay increase. Honda raised wages 11 percent. And just yesterday, Hyundai announced that they are going to follow our pattern and raise wages by 25 percent for their employees through the year 2028.

We call that the UAW bump, and that stands for you are welcome. And we are very proud of that. And when these members and these workers decide to organize and join the UAW, they are going to realize the full benefit of union membership and get what they fully do. We know the fears being put out there now.

Nonunion companies are doing this because they are scared. They are scared that their workers see a better life and the companies trying to head that off. They have used fear, uncertainty, and division to try to break the unions. And I promise you, here, those days are over.

The American public overwhelmingly supported what we have done. 75 percent of Americans said they supported our initiatives. The American public is fed up with an economy that works for the benefit of the billionaire class at the expense of the working class.

The working class in this country is fed up and will not fall for a union busting playbook for any closed plants, firing union activists, pitting workers against each other. We are going to organize like hell to help thousands of workers in this country, primarily in the South, to win their union and raise the living standards in this free entire working class.

We have no interest in being a private welfare state. The working class needs this Committee and the entire Congress to step up. You all have an essential role to play, not only supporting our fights and other fights like ours, but to finish the job for economic and social justice for the entire working class.

We want to organize. We want the working class to organize, to bring dignity to their work, and enjoy the fruits of unionism and have a voice on the job. So, for that, we need to marshal the Federal Government, not just as allies cheering from the sidelines. We need a pro-worker Congress, guided by a vision of liberty and justice for all.

Elected leaders that understand that economic justice is a national security risk for all of those who don't have it. It is a fight worth fighting for. We must bring that fight into the workplace as well as the streets, but also in the halls of power in the chambers of the U.S. Senate.

The UAW won wage increases from 33 to 250 percent over the life of this four and a half year agreement for our members——

The CHAIR. Mr. Fain, I am going to ask you to—finish up.

Mr. FAIN. Okay. Thank you. We won for the first time in 15 years, meaningful gains. And one thing I will leave you with, there are three crises that we need to deal with, income inequality, a transition to a green economy.

We have to have an economy, an environment we can live in, sustainable, and retirement security. They are all linked, and they are the fight for our future. What kind of economy do we want to live in?

What kind of planet do we want to live on, and what kinds of lives are we going to lead? Walter Reuther, the great leader of the UAW in the 20th century, spoke of our union as the American vanguard.

As he said, we don't mind leading. We don't mind being the first to take action. We don't mind striking for social and economic justice. It is a duty and the privilege of the UAW to lead. But we need reinforcements.

If this Committee wishes to live up to its name, the HELP Committee, it is time to help the cause of economic and social justice in this country by bringing victories to the auto workers. Just realize that the entire working class, especially in public education, is a group we haven't talked much about.

But we need to look out for all of them. Public education has been villainized and it is time to put the working class first. So, thank you for having me today and being able to testify on behalf of the UAW members.

[The prepared statement of Mr. Fain follows:]

PREPARED STATEMENT OF SHAWN FAIN

Good morning, Chairman Sanders, Dr. Cassidy, and Members of the Committee.

I am honored to join this hearing as the International President of the UAW, proudly representing close to 400,000 active members and nearly 600,000 retirees, across a wide range of sectors, from auto manufacturing to higher education.

My roots in the auto industry run back to the early days when my Grandpa was hired in at Chrysler in 1937, the year the UAW first organized Chrysler.

That job was life-changing for my Grandpa. His generation took pride in not only being a UAW member, but in working for a Big Three company to build cars for America. It changed the entire trajectory for my family. I shared that same pride when I was hired in, too.

But throughout my 29 years as a UAW member, I've seen drastic changes. I witnessed our working standards and conditions eroded at the hands of bad trade

agreements designed to drive a race to the bottom. Many of the decisions were being made under the guise of "helping" the companies be more competitive. Code word for corporate greed.

Workers got caught on the losing end of a "one-sided class war."

This led to the Big Three closing or spinning off 65 plants in the past 20 years. In 2009, UAW members were unfairly villainized for all that ailed the Big Three. Our members, both active and retired, made massive sacrifices such as the suspension of COLA and job security language provisions, just to name a few. All these sacrifices bore by our members were made to help the Big Three stay afloat and remain "competitive," all to feed corporate greed.

Despite that, and the plant closures that tore apart communities, and how our members' lives turned upside down, our members always delivered.

With our recent success with the Big Three, our union just showed the world what's possible when workers unite to fight for more, fight against corporate greed. Workers win.

But only a small percentage of working-class Americans have the protections afforded by collective bargaining. Rather the vast majority are treated as second-class citizens, employed at the will of employers. We want better for America—and so should you. You should want better for Americans.

In the past 6 months, we have begun to turn the tide in that class war for the American worker.

On September 14, the UAW launched our Stand Up Strike. This was a new strategy to take on corporate greed at Ford, General Motors, and Stellantis, Chrysler's parent company. It allowed us to integrate our members into a national campaign where worker strikes strategically grew and escalated over time, giving our union's bargaining teams maximum power to negotiate and win a record contract.

For the first time in UAW's history, we struck at all three companies. And in less than 7 weeks on strike, we won.

What started at three auto assembly plants grew to nearly 50,000 autoworkers going on strike at a time of soaring corporate profits and falling real wages. We said record profits mean record contracts. And that's what we achieved.

We won things in this contract that our industry hasn't seen in 15 years or more. We won victories that will instantly—overnight—change the lives of thousands of families across this country. Over time, it will transform communities, adding thousands of jobs and massively boosting the purchasing power of working-class families.

Never in our history have we negotiated the reopening of a plant. That all changed with this contract. Belvidere Assembly in Illinois was written off for dead when they laid off the remaining 1,300 workers. We not only got the company to reopen the assembly plant, but we also negotiated for a new battery plant. Both of these plants will add thousands of jobs to save the Belvidere community. That's what a union can achieve.

There's far too much in our agreement to detail in a short testimony, but I want to highlight four major areas in which we fought and won. In each case, we addressed a core, existential issue for the entire working class.

One, we raised wages dramatically for over a hundred thousand workers.

Two, we took a major step toward ensuring a just transition to electric vehicles.

Three, we improved the retirement security for hundreds of thousands of our members.

Lastly, we secured jobs for our current employees and future members and bargained for language that allows us to strike these companies if they do not honor their commitments to the workers.

In looking at the success of our contract, each gain is monumental, but it was only a first step. We won as big as we could, restored most of what had been taken away, in one contract, for only one workforce.

What we won has already begun spilling over into the non-union auto industry. After we announced our tentative agreements at the Big Three, Toyota made an announcement of their own. As reported by Labor Notes, Toyota suddenly made the decision to shorten the progression to top wage for their workers and to give their employees a 9-percent raise.

Over the weekend, Honda announced they had reduced their progression to top pay to 3 years and gave an 11 percent raise—the exact same first-year amount raise the UAW won at the Big Three.

We call it the UAW bump: that stands for "U. Are. Welcome."

Every one of these workers is welcome in our union, to receive the full benefit of membership and working standards generations of UAW members have fought for and won. Already, thousands of these workers are reaching out and signing union cards.

We know these non-union companies are doing this because they're scared. They're scared that their workers will see that a better life is possible once they organize into a union. And these companies are trying to head that off.

For decades, non-union auto companies have used fear, uncertainty, and division to break union drives in our industry. I'm here to promise you that those days are over.

The American public overwhelmingly supported our fight against corporate greed at the Big Three. That is because the American public is fed up with an economy that works to the benefit of the billionaire class, not the working class. The American public sees their employers making out like bandits while workers are continuing to fall further behind.

The working class in this country is fed up and will not fall for the union-busting playbook of threatening to close plants, firing union activists, and pitting workers against each other.

We are organizing like hell to help thousands of autoworkers in this country, primarily in the South, to win their union and raise the living standards for the working-class.

The UAW just went on strike like we've never gone on strike before. Now we are going to organize like we've never organized before, because our strike has shown the Nissan worker in Alabama, and the Volkswagen worker in Tennessee, and the Toyota worker in Kentucky, and the Tesla worker in California that when union members win, the entire working-class wins.

Still, it is not enough for us to just win stronger contracts across the auto industry.

We have no interest in being a private welfare state.

Now, the working class needs this Committee, and the entire Congress to step up. You all have an essential role to play. Not only in supporting our fights and other fights like ours. But to finish the job for economic and social justice for the entire working class.

We want the entire working class to organize, to bring dignity to their work, enjoy the fruits of unionism, and to have a voice on and off the job.

For that, we need the muscle of the Federal Government. Not just as allies cheering from the sidelines. We need a pro-worker Congress guided by a vision of liberty and justice for all. Elected leaders that understand that economic justice is a national security risk for all of us if people don't have it, feel it. This is a fight worth fighting for. We must bring that fight into the workplace, as well as in the streets. But also, in the halls of power and the chambers of the US Senate.

The UAW won wage increases ranging from 33 to 250 percent over the life of this 4.5 year contract for our members. But the working class as a whole is suffering from horrifying income and wealth inequality. If the Federal Government is interested in addressing the economic crisis of the working class, they have to follow the UAW's lead and help make employers raise wages and benefits for workers everywhere.

We won electric vehicle and battery plants under our national agreements, maintaining our standards in the new auto industry. We were told it was impossible, even illegal. We were told the green economy had to be a race to the bottom, and there was nothing anyone could do about it. But UAW members rejected that false choice, that it can only be *either* green auto jobs or good auto jobs. **The UAW just proved that it can and must be both**. But if the Federal Government is interested in addressing the economic impact of a green transition, they have to follow the UAW's lead and ensure a just transition for workers everywhere.

We also won, for the first time in over 15 years, meaningful gains in retirement security for all our Big Three members and retirees. And yet one of the most harmful and divisive tiers in our union remains: those hired after the Great Recession still do not have a pension or post-retirement healthcare. If the Federal Government is interested in addressing the economic evil of retirement insecurity, they have to follow the UAW's lead and guarantee a secure retirement for workers everywhere.

These three crises—income inequality, the transition to a green economy, and retirement insecurity—are all linked. They are the fight for our future. What kind of

economy will we live in? What kind of planet will we live on? And what kinds of lives will we lead?

Walter Reuther, the great UAW leader of the 20th century, spoke of our union as the American vanguard:

We don't mind leading.

We don't mind being the first to take action.

We don't mind striking for social and economic justice.

It is the duty and the privilege of the UAW to lead.

But we need reinforcements.

If this Committee wishes to live up to its name, the HELP Committee, it is time to help the cause of economic and social justice in this country by bringing the victories union autoworkers just won, and those we have yet to win, to the entire working class.

Thank you for having me today and allowing me to testify on behalf of the great members of the United Auto Workers Union.

The CHAIR. Well, thank you very much, Mr. Fain. Our next witness is Sean O'Brien, the General President of the International Brotherhood of Teamsters.

Mr. O'Brien is a fourth generation Teamster and got his start with Teamsters Local 25 in Charlestown, Massachusetts, as a heavy equipment driver at the age of 18. Mr. O'Brien, thanks very much for being with us.

STATEMENT OF SEAN M. O'BRIEN, GENERAL PRESIDENT, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, WASHINGTON, DC

Mr. O'BRIEN. Thank you very much, Chairman Sanders. Ranking Member, Dr. Cassidy, Committee Members.

Thank you for inviting me to testify today about how unions are improving the lives of American working families. I am Sean O'Brien, General President, International Brotherhood of Teamsters. Let me start with a simple fact, workers who belong to a union earn better wages and benefits than workers who aren't union members.

According to the Bureau of Labor Statistics, the average union worker makes 18 percent more than their nonunion counterparts. Early this year, the Teamsters negotiated the largest private sector collective bargaining agreement in North America at UPS, United Parcel Service.

More than 340,000 UPS teams have shown the world the positive difference belonging to a union makes for working people. The Teamsters' national contract with UPS secured more for our members than any other single agreement in the 20 year history of our great union.

This victory included historic wage increases for all full and part time workers, no forced overtime, air conditioning, and new package cars, heat shields, and ventilation ducts on existing vehicles.

No more two tier wage systems, and equal footing for all workers, raises for part time workers in our new UPS contract to hire than all wage increases given to part timers in the last 40 years combined.

For the first time ever, the Teamsters successfully clawed back concessions at UPS made in previous contracts. This historic new 5 year agreement is by far the best contract ever secured for American workers at UPS.

Throughout our campaign, it was necessary to show the public what it looks like when real people get up in the morning and go to work at UPS. These are hard jobs. They wear people down. They are also essential jobs in every sense of the word. Today's world, all of us rely on parcel delivery more than we ever have before. This country does not move without the hard work of Teamsters at UPS.

This includes the package car drivers in the iconic brown trucks, the feeder drivers making long haul deliveries, the women and men getting up at 3.00 a.m. to work those warehouses. The unsung heroes the public never sees who move those boxes to load and unload those trucks.

None of us are getting our packages without those dedicated part time workers. The more we told the story of UPS Teamsters, the stronger our fight got against this giant corporation. Every poll showed the public was on the side of the workers. The American people will always appreciate and respect hard work.

Our members knew that and felt it every week of our battle for a new agreement. When it was said and done, UPS Teamsters won a $30 billion contract. We did it without being forced to go on strike by running a fierce practice picket campaign nationwide and by fighting harder than ever before at the bargaining table.

This is a contract that sets the tone of what is happening in the labor movement today. Interest in unions is at an all-time high and for good reasons. Just look at a unionized company like UPS and compare it to nonunion Amazon who do the same job every single day. Both companies have tough, stressful working environments, but workers in Amazon are twice as likely to be injured on the job.

Workers in Amazon are under constant surveillance and fear of losing their jobs. A regular package car driver at UPS makes twice as much as an Amazon delivery driver and under the independent contractor model. Under the Teamsters' new agreement, UPS workers are the highest paid delivery drivers in America.

Full time UPS Teamsters receive more than $40 per hour and benefits compared to Amazon drivers who receive a benefit package of less than $10 per hour. Part time UPS receive four times more in hourly benefits than current warehouse workers at Amazon.

Thanks to a Teamster contract, there is no comparing UPS Teamsters and nonunion Amazon employees and how they are compensated or treated. For a company as rich as Amazon to treat their employees so badly is a disgrace.

I want the Members of this Committee to ask themselves this, would you want your child to deliver packages for Amazon knowing the company's long track record of abusive mistreatment of workers? You cannot possibly answer this in the affirmative.

Not one of you. When you go to work at UPS as a Teamster, you get the highest wages in the industry, you get a pension, you get real protections on the job, and you get a fully paid health care

plan that is better than the one I have as a General President of the Teamsters. Where else are you seeing that across this U.S. economy?

Virtually nowhere. This is why there were so many stories online about job searches online for UPS careers after we ratified this contract. This is why Amazon gave warehouse workers a raise while the Teamsters were winning our contract fight at UPS. I am sure my friend Sean Fain can say a word or two about the raises given out at Tesla and Toyota following his union's victories against the big three as well.

There is no coincidence here. Union victories and contract wins don't just affect union members, they positively impact all working people in this country. As we speak, 5,000 Teamsters nationwide are negotiating a new contract with Anheuser-Busch. Right now, we have more than 1,100 Teamsters standing up to DHL to bargain a first contract at the Cincinnati Northern Kentucky Airport.

In a few months, more than 7,000 Teamsters in Hollywood will fight along IATSE to take on the big movie and TV studios. Just as the WGA and the SAG-AFTRA members were forced out on strike this year, we have our own battle brewing with the AMPTP.

The fight to raise wages and improve the standard of living for American workers never ends. It is an uphill battle every day against giant corporations who want to pocket all the money or spend it on gaming our political system.

America labor laws do nothing when employers refuse to negotiate a first contract after workers choose to join a union. This is one of the primary reasons why union membership continues to decline despite workers' interests and unions being higher than ever.

American workers want unions. They have a right to join or form a union, but employers will try everything they can to deny that right to working people. When these same people have friends on Capitol Hill who help them get away with it, the potential for workers to get ahead in this country further disappears.

If we want to make America a better country, we have to stop letting corporations destroy the middle class through their abuse and exploitation of workers. We have to advocate for workers and really fight for them. And it can't just be the Teamsters doing the heavy lifting. We need your help.

We need our elected officials to do more and do what is right. In recent months, the Teamsters have been building greater bipartisan support across our Government to protect workers' interests.

This includes Senators and representatives brave enough to put into writing their support for UPS Teamsters fighting for a just contract. Most recently, Republicans, Democrats in this chamber continue to stand up to back our efforts to rebuild good union frayed jobs in the wake of yellow's collapse. From Senator Josh Hawley, to Senator Roger Marshall, to Senator Elizabeth Warren, and Senator Bernie Sanders, the Teamsters are eager to build bipartisan coalitions where we can help working people. This is what it should be about.

We have to put more money in workers' pockets. That is what the Teamsters just did at UPS. It is what unions are doing all over

the country and American workers are paying attention. Thank you very much.

[The prepared statement of Mr. O'Brien follows:]

PREPARED STATEMENT OF SEAN M. O'BRIEN

Good morning, Chairman Senator Sanders, Ranking Member Dr. Cassidy, distinguished Members of the Committee. My name is Sean O'Brien. I serve as the General President of the International Brotherhood of Teamsters. Thank you for the opportunity to appear before you today.

When I was last here, we discussed corporate America's longstanding, systematic, and often illegal attacks on working people who organize to form unions. Today, with the Teamsters having ratified the largest and most comprehensive private-sector collective bargaining agreement in North America at United Parcel Service (UPS), I am here to talk about how organized worker power and a union contract are the antidote to corporate greed.

In August, rank-and-file members voted by an overwhelming 86.3 percent to ratify the most lucrative contract in the history of the Teamsters at UPS. The agreement passed by the highest vote ever for a Teamsters contract at UPS. There is no larger union contract with a single employer than the UPS Teamsters National Master Agreement. This 5-year contract protects and rewards more than 340,000 UPS Teamsters in the United States and Puerto Rico, raising wages for full-and part-time workers, creating more full-time jobs, and securing important workplace protections, including—for the first time—air conditioning in new package cars and heat shields and ventilation ducts in existing vehicles, which will protect the safety and health of our members.

When I was last here, there was some confusion about pay rates for UPS feeder drivers. To be crystal clear, prior to passage of this new 5-year contract, UPS feeder drivers, who are paid hourly, made $41.59 per hour, with most making time-and-a-half paid at over 8 hours per day. At 2,080 hours (typical 40-hour work week x 52 weeks) that's $86,507 per year. When you add 10 hours of overtime per week (which is on the very low end) that puts the average Feeder Driver at around $119,000 per year. However, most Feeder Drivers work something closer to 18 to 20 hours of overtime per week, putting them at around $145,000 per year. Mileage Drivers and Sleeper Teams make even more. On their own website, UPS asserted, pre-contract ratification that Feeder Drivers made an average of $162,000 per year even more. On their own website, UPS asserted, pre-contract ratification that Feeder Drivers made an average of $162,000 per year.[1] Now, they make more.

Highlights of the 2023–2028 UPS Teamsters National Master Agreement include:

- Historic wage increases. Existing full-and part-time UPS Teamsters received no less than $2.75 more per hour in 2023. Over the length of the contract, wage increases will total at least $7.50 per hour.
- Existing part-timers were raised up to no less than $21 per hour immediately, and part-time seniority workers earning more under a market rate adjustment still received all new general wage increases.
- General wage increases for part-time workers are double the amount obtained in the previous UPS Teamsters contract—and existing part-time workers will receive a 48 percent average total wage increase over the next 5 years.
- Wage increases for full-timers will keep UPS Teamsters the highest paid delivery drivers in the Nation, improving their average top rate to $49 per hour.
- Current UPS Teamsters working part-time will receive longevity wage increases of up to $1.50 per hour on top of new hourly raises, compounding their earnings.
- New part-time hires at UPS start at $21 per hour and will advance to $23 per hour.
- All UPS Teamster drivers classified as 22.4s were reclassified immediately to Regular Package Car Drivers and placed into seniority, ending the unfair two-tier wage system at UPS.

[1] *https://about.ups.com/sg/en/our-company/great-employer.html* See Article 53 and note addition of $1.15/hr COLA increase *https://teamster.org/wp-content/uploads/2018/12/ups18atlanticareasupp.pdf*.

- Safety and health protections, including vehicle air conditioning and cargo ventilation. UPS will equip in-cab A/C in all larger delivery vehicles, sprinter vans, and package cars purchased after Jan. 1, 2024. All cars get two fans and air induction vents in the cargo compartments.
- All UPS Teamsters now receive Martin Luther King Day as a full holiday for the first time.
- No more forced overtime on Teamster drivers' days off. Drivers will keep one of two workweek schedules and cannot be forced into overtime on scheduled off-days.
- UPS Teamster part-timers will have priority to perform all seasonal support work using their own vehicles with a locked-in 8-hour guarantee. For the first time, seasonal work will be contained to 5 weeks only from November-December.
- The creation of 7,500 new full-time Teamster jobs at UPS and the fulfillment of 22,500 open positions, establishing more opportunities through the life of the agreement for part-timers to transition to full-time work.
- More than 60 total changes and improvements to the National Master Agreement—more than any other time in Teamsters history—and zero concessions from the rank-and-file.

Teamsters at UPS fought for these gains. The presence of a union contract levels the playing field and legally requires an employer to bargain, but it does not mean that the employer will be fair. Union or nonunion, there's no such thing as a benevolent employer.

Throughout the bargaining process, corporate interest groups and their representatives used all the expected fear tactics to try to convince the public and government officials at all levels that paying UPS Teamsters their fair share would harm the economy, consumers, and small businesses. As usual, some in Congress took the bait, but none of that fearmongering was accurate.

The truth is that rank-and-file UPS Teamsters sacrificed everything to get this country through a pandemic and enabled UPS to reap record-setting profits.[2] Teamsters at UPS demanded their fair share of those profits, which they earned through their hard work. The more we told the story of UPS Teamsters, the stronger our fight got against this giant corporation. Every poll showed the public was on the side of our members because the American people will always appreciate and respect hard work.[3] The Teamsters achieved this historic contract by engaging our members, running a fierce practice picket campaign nationwide, and by fighting harder than ever before at the bargaining table. Our members posed a credible strike threat and UPS knew we were serious about getting the best contract possible. We got UPS to put $30 billion in new money on the table, winning big wage increases and protections, all without our members having to go on strike.

The Teamsters continue the fight at other employers. Right now, 5,000 Teamsters nationwide are negotiating a contract with Anheuser-Busch. More than 1,100 Teamsters are standing up to DHL to bargain a first contract at the Cincinnati-Northern Kentucky airport. In just a few months, more than 7,000 Teamsters in Hollywood will join IATSE in taking on the big movie and TV studios.

The fight on behalf of American workers never ends. Corporate America and its C-suite leadership will never willingly relinquish their power or wealth. As I outlined in detail before this Committee in March, our broken labor law, tax law, antitrust law, and corporate bankruptcy law work to the favor of corporations and the wealthy. Weak laws with gaping loopholes only favor the consolidation of corporate wealth, not the interests of American workers.

In 2019, families in the top 10 percent held 72 percent of total wealth, and families in the top 1 percent held more than one-third; families in the bottom half held only 2 percent of total wealth.[4] In October 2022, the Economic Policy Institute (EPI) published a report on the productivity pay gap. The report showed that, unlike prior decades, from 1979 to 2020, net productivity rose 61.8 percent, while the hourly pay of typical workers increased only 17.5 percent over four decades. The wealth generated by increased productivity isn't going to workers. Additional research by EPI concludes that compensation of top CEOs increased 1,460.2 percent from 1978 to

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[2] *https://www.ajc.com/news/business/ups-profit-soared-above-10b-in-21-sees-revenue-topping-100b-in-22/2H5Q5CCQ5RBFLKRDLGYLTTZNCM/*.

[3] https://aflcio.org/sites/default/files/2023-08/GBAO%20AFL-CIO%20Labor%20Day%20Poll%20Memo.pdf

[4] https://www.cbo.gov/publication/57598.

2021. Top CEO compensation grew roughly 37 percent faster than stock market growth during this period and far eclipsed growth in a typical worker's annual compensation. Increased wealth also went into higher profits like returns to shareholders. [5]

The extreme consolidation of wealth and power in this country is a crisis that deserves Congress' immediate and full attention, but working Americans are not waiting to be saved by their elected officials. Workers are taking action to improve their standard of living, stay safe, and have a voice at work by organizing and building worker power.

Union support is at an all-time high. A Gallup survey in August 2022 found 71 percent of Americans approve of unions. [6] During the first 9 months of Fiscal Year 2022, union representation petitions filed at the NLRB increased 58 percent. [7]

A recent analysis of the effects of union membership on wealth shows that being part of a union is associated with greater wealth for working-class families and especially working-class families of color. [8] Because of this effect, unions are a crucial means for building wealth among the working class and reducing racial wealth gaps for workers without 4-year college degrees. The key findings of this report include:

- Working-class union households hold nearly four times as much median wealth ($201,240) as the typical working-class nonunion household ($52,221), suggesting that membership vastly increases wealth for working-class families. [9]
- Union membership helps close the wealth gap between working-class and college-educated households. While the median wealth of working-class nonunion households is just 17 percent that of college-educated nonunion households, the median wealth of working-class union households is 67 percent that of college-educated nonunion households. [10]

An August 2023 report from the U.S. Department of the Treasury found that the positive effects of unions are not limited to union workers. The report concluded that nonunionized firms in competition with unionized workplaces may choose to raise wages, change hiring practices, or improve their workplace environment to attract workers. Unions can also affect workplace norms by lobbying for workplace safety improvements or advocating for changes in minimum wage laws. The empirical evidence finds that these positive spillovers exist. Each 1 percentage point increase in private-sector union membership rates translates to about a 0.3 percent increase in nonunion wages. These estimates are larger for workers without a college degree, the majority of America's workforce. [11]

Unions may also produce benefits for communities that extend beyond individual workers and employers by enhancing social capital and civic engagement. Union members vote 12 percentage points more often than nonunion workers, and nonunion workers in union households vote 3 percentage points more often than individuals in nonunion households. In addition, union members are more likely to donate to charity, attend community meetings, participate in a neighborhood project, and volunteer for an organization. [12]

As Chair Sanders wrote in *The Nation*, for much of the 20th century there was a shared understanding of the role unions needed to play, not just in improving the circumstances of workers but in providing a counterbalance to powerful business interests. The corporate world understands that strong unions can put a check on the kinds of greed, exploitation, and unilateral decision-making that exist in nonunion companies. [13]

It's simple. As a country, we can choose to collectively encourage the growth of good union jobs that pay family sustaining wages and allow those good jobs to set

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[5] *https://www.epi.org/productivity-pay-gap/; https://www.epi.org/publication/ceo-pay-in-2021/*.

[6] *https://news.gallup.com/poll/398303/approval-labor-unions-highest-point-1965.aspx*.

[7] *https://www.nlrb.gov/news-outreach/news-story/correction-first-three-quarters-union-election-petitions-up-58-exceeding*.

[8] *https://www.jec.senate.gov/public/index.cfm/democrats/2022/6/jec-ed-and-labor-release-new-report-on-economic-benefits-of-unions*.

[9] *https://www.americanprogress.org/article/unions-build-wealth-for-the-american-working-class/*.

[10] *https://www.americanprogress.org/article/unions-build-wealth-for-the-american-working-class/*.

[11] https://home.treasury.gov/news/featured-stories/labor-unions-and-the-us-economy.

[12] https://home.treasury.gov/news/featured-stories/labor-unions-and-the-us-economy.

[13] *https://www.thenation.com/article/society/bernie-sanders-angry-about-capitalism/*.

the standard for competition within an industry or we can continue to allow companies like Amazon to dominate and drive a race to the bottom for working people.

Teamsters changed the game at UPS, battling it out day and night to make sure our members won an agreement that pays strong wages, rewards their labor, and doesn't require a single concession. This new contract sets a new standard in the labor movement and raises the bar for *all* workers.

Prior to ratification of the Teamsters' new contract, UPS drivers averaged $39 per hour in wages and $36 per hour in benefits compared to Amazon drivers who averaged $21 per hour in wages and $9 per hour in benefits. Part-time workers at UPS averaged $22 per hour in wages and $24 per hour in benefits compared to Amazon part-time warehouse workers who averaged $18 per hour in wages and $7 per hour in benefits.

When you go to work at UPS as a Teamster, you get the highest wages in the industry, you get a pension, you get real protections on the job, and you get a fully paid health care plan that's better than the one I have as General President of the Teamsters. These wages and benefits apply to all full-and part-time workers. Where else are you seeing that across the U.S. economy? Virtually nowhere. This is why there were so many stories about online job searches for UPS careers skyrocketing after news of our contract. It is why Amazon gave warehouse workers a raise while the Teamsters were in the middle of winning our contract fight at UPS and again for delivery drivers shortly after contract ratification. [14]

Amazon knows what the union difference means for workers in the delivery and logistics industries. That's why the company does all that it can to obstruct worker power, beginning with union busting and intimidation tactics. Moreover, if Congress and state legislatures do not act to protect the rights of workers to unionize and to regulate the unchecked march toward automation, companies like Amazon will ultimately automate away human employees, turning these industries into jobless industrial landscapes.

According to filings with the Department of Labor (DOL), in a single year Amazon spent $4.3 million on consultants to prevent its employees from unionizing. [15] Amazon's entire business model depends on worker exploitation and fosters worker turnover. The company uses anticompetitive business practices to increase its dominance and drive down labor standards within its core industries. To do this, the company relies on weak and outdated labor, occupational safety, and antitrust law, underfunded and understaffed enforcement agencies, and holes in regulatory jurisdiction. [16]

Last June, leaked documents showed that Amazon had a 150 percent turnover rate. The documents warned, "If we continue business as usual, Amazon will deplete the available labor supply in the US network by 2024." [17] According to a report by the Strategic Organizing Center (SOC), Amazon's punishing pace-of-work results in worker injury rates that are nearly twice as high as that of all other non-Amazon warehouse facilities. [18]

Amazon's Delivery Service Partner (DSP) program is a textbook example of how Amazon utilizes weaknesses in labor, unfair competition, and antitrust law to maintain its dominance, obstruct worker power, and drive down labor standards. Amazon has set up more than 2,000 nominally independent DSPs in the U.S. to deliver its packages, employing an estimated 115,000 drivers. Amazon dictates the order of deliveries, the route, the progress, and speed of each delivery. DSP employees and their trucks or vans are branded with the Amazon logo. Amazon monitors DSP drivers though an app called Mentor that is installed on navigation devices that DSP drivers must use. Amazon dictates prices for each delivery and limits the size of DSPs by capping the number of routes it assigns to each. Amazon terminates DSPs who attempt to reduce their drivers' grueling workload or increase their pay.

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[14] *https://www.spokesman.com/stories/2023/aug/08/everyone-wants-to-work-at-ups-after-union-scores-1/; https://www.reuters.com/business/amazon-raises-wages-warehouse-workers-insider-2022-09-28/; https://www.aboutamazon.com/news/transportation/amazon-invests-over840-million-in-dsp-rates-and-new-driver-programs.*

[15] *https://www.nytimes.com/2022/04/02/business/amazon-union-christian-smalls.html.*

[16] *https://www.ftc.gov/news-events/news/press-releases/2023/09/ftc-sues-amazon-illegally-maintaining-monopoly-power.*

[17] *https://www.theguardian.com/technology/2022/jun/22/amazon-workers-shortage-leaked-memo-warehouse.*

[18] *https://thesoc.org/news/report-shows-amazon-workers-injured-more-than-twice-industry-average/; https://thesoc.org/what-we-do/the-injury-machine-how-amazons-production-system-hurts-workers/.*

DSPs and their workers cannot fight back. When they do, Amazon can simply terminate their contracts and shift the work to other DSPs. Keeping each DSP thinly capitalized and under tight control allows Amazon to prevent DSPs from challenging Amazon's power over them. For example, Amazon has used several adaptations of its DSP contract to impose an exclusive dealings arrangement on DSPs. One of the most recent versions required DSPs to accept delivery request "Monday through Sunday, 365 days a year, at times and days designated by Amazon." By preventing DSPs from working with competitors and growing their "so-called" independent operations, Amazon ensures it remains the only source of income for DSPs, and that they never build the power necessary to confront Amazon on their own. [19]

Despite this extensive control and branding by Amazon, Amazon asserts that DSPs are independent businesses and disclaims corporate responsibility for the DSPs and employment responsibility for DSP drivers. Yet, in numerous instances, Federal wage and hour lawsuits filed by drivers against DSPs name Amazon as a co-defendant. In fact, Amazon has settled multiple cases in which it was a named defendant, accepting no liability under the terms of the settlement agreements. Thus, the company has avoided lengthy litigation that could ultimately determine Amazon to be a joint employer. By avoiding this classification, it enjoys all the control associated with having its own in-house fleet without concern for unionization efforts.

With its dominance, Amazon uses the DSP arrangement to eradicate labor market competition by dictating standards to its supposed competitors, while also making them rely on Amazon for their business. Amazon is also replicating the DSP model in the tractor-trailer middle-mile segment with its Amazon Freight Partners. Amazon's freight operations serve both inter-facility movement of Amazon products and third-party shippers. These small trucking operations are often poorly vetted, and a recent Wall Street Journal investigation showed that Amazon routinely hired companies with poor safety track records. [20]

Unjust barriers to union representation and collective bargaining rights permeate Federal labor law. For decades, FedEx has exploited what is sometimes referred to as the "express carrier loophole," placing tens of thousands of unequivocally non-airline employees, including truck drivers and package handlers, under the Railway Labor Act (RLA), instead of the NLRA. [21] Because the RLA requires an "all or nothing" approach to craft bargaining, this means that upwards of 100,000 employees would have to be organized simultaneously into a single unit, as opposed to the NLRA, which allows location by location organizing, as would be found at any FedEx competitor. This special carveout status, which FedEx has spent millions of dollars lobbying to preserve, is not rooted in well-reasoned labor law, but in a desire to obstruct worker organizing.

There is a misconception that unions stifle economic growth and entrepreneurship. There is a fear in these halls about speaking ill of anyone deemed a "job creator." When our elected leaders fail to outlaw abusive business models, they're not protecting entrepreneurship—they're enabling corporate greed and encouraging the ultimate creation of a workplace where human beings are no longer relevant. That's why the Teamsters have been publicly critical of California Gov. Gavin Newsom for recently vetoing legislation that would have mandated human operators inside heavy autonomous vehicles. [22]

American workers want unions. They have a right to join or form a union. But as we witness every day, employers will try everything they can to deny that right to working people. When corporate executives have friends on Capitol Hill who help them get away with it, the potential for workers to get ahead in this country further disappears. If we want to make America a better country, we have to stop letting corporations destroy the middle class through their abuse and exploitation of workers. We have to advocate for workers. We have to really fight for them. And it can't just be the Teamsters doing the heavy lifting. We need your help. We need our elected officials to do more, and to do what's right.

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[19] *https://www.cnn.com/2021/09/22/tech/amazon-dsp-portland/index.html; https://www.vice.com/en/article/wxdbnw/i-had-nothing-to-my-name-amazon-delivery-companies-are-being-crushed-by-debt.*

[20] Christopher Weaver, "Amazon Routinely Hired Dangerous Trucking Companies, With Deadly Consequences," Wall Street Journal, Sept. 22, 2022.; *https://thesoc.org/what-we-do/the-worst-mile-production-pressure-and-the-injury-crisis-in-amazons-delivery-system/.*

[21] *https://www.politico.com/story/2010/06/ups-fedex-worlds-apart-on-labor-law-039079.*

[22] *https://teamster.org/2023/09/teamsters-labor-allies-demand-gov-newsom-sign-ab-316/.*

We have got to put more money into workers' pockets. That's what the Teamsters just did at UPS. It's what unions are doing all over the country. And American workers are paying attention.

There is much that Congress can do right now to support worker power and union growth as the antidote to corporate greed. Here are a few of the Teamsters Union's Federal priorities:

Stand with Workers Fighting for Their Fair Share of Corporate Wealth: Yes, quite literally stand with them on the picket line, but also figuratively through your public statements. In July, 173 bipartisan Members in the House and 29 Senators, many on this Committee, signed a letter stating support for UPS Teamsters' statutory and constitutional rights to withhold their labor and initiate and participate in a strike. While we deeply appreciate that support, that letter should not have been as newsworthy and notable as it was. Members of Congress must be actively and publicly engaged in confronting corporate greed in your home states and districts.

End Exploitative Fissured Business Models that Encourage a Competitive Race to the Bottom on Labor Standards: Specifically, enforce joint employment laws and strengthen antitrust laws to end practices like Amazon's DSP program. Amazon is avoiding liability for and responsibility to its employees under its program, while still retaining control over nearly every aspect of their work. Amazon's DSP program is a textbook example of how the corporate giant utilizes weaknesses in both labor and antitrust law to maintain its dominance, obstruct worker power, and drive down labor standards. By preventing DSPs from working with competitors and growing their "so-called" independent operations, Amazon ensures it remains the only source of income for DSPs, and that these workers never build the power necessary to confront Amazon on their own.[23] The Teamsters Union strongly supports the recent NLRA joint employer rule and opposes all efforts to weaken or overturn that rule.

Rein in Excessive Executive Compensation and Tax Corporations Fairly: From 1978 to 2022, top CEO compensation shot up 1,209.2 percent compared with a 15.3 percent increase in a typical worker's compensation. In 2022, CEOs were paid 344 times as much as a typical worker, in contrast to 1965 when they were paid 21 times as much as a typical worker.[24] The Federal tax code is rife with inequity and loopholes that favor corporations and the ultra-wealthy. For example, an existing tax loophole allows corporations to deduct from their taxable income any amount paid to CEOs and their executives, as long as the pay is "performance based." This means that the more they pay their executives, the less they pay in Federal taxes. Closing the CEO pay loophole would save taxpayers $50 billion over 10 years, according to the non-partisan Joint Committee on Taxation. We should pass legislation like S. 3155/H.R. 324 *The Stop Subsidizing Multimillion Dollar Corporate Bonuses Act*.

Address Inequity in Corporate Bankruptcy Statute: Corporations and Wall Street have a long history of using bankruptcy to deprive employees and retirees of their hard-fought earnings and retirement benefits. In corporate bankruptcies, worker claims for compensation and benefits are often denied while executives' claims are given preferential treatment. We need to reform corporate bankruptcy laws that favor the wealthy and well connected over working people. The Teamsters Union urges Congress to pass the *Prioritizing Employees and Retirees in Bankruptcy Act*, or similar legislation that dramatically improves recoveries for active employees and retirees.

Deny Federal Contracts to Union Busting Companies: Full Stop.

Pass the Protecting the Right to Organize (PRO) Act. The PRO Act would address weaknesses and close loopholes in Federal labor law that make it easier for corporations to obstruct worker power. The bill would impose meaningful penalties on employers who violate the NLRA; ban captive audience meetings; expedite first contract negotiations; and protect the right to strike.

Fully Fund the NLRB and OSHA. The recent surge in collective worker action means more work for the NLRB and OSHA. Both agencies have been starved for resources for too long. We can pass model legislation, but it means little without meaningful enforcement. To further combat Amazon's exploitative business model, we should pass legislation at the Federal level like the state level *Warehouse Worker*

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[23] *https://www.cnn.com/2021/09/22/tech/amazon-dsp-portland/index.html*; *https://www.vice.com/en/article/wxdbnw/i-had-nothing-to-my-name-amazon-delivery-companies-are-being-crushed-by-debt*.

[24] *https://www.epi.org/publication/ceo-pay-in-2022/#full-report*.

Protection Act. This bill addresses grueling and arbitrary productivity quotas which directly contribute to worker injury and turnover in Amazon warehouses. [25]

Modernize Antitrust Laws and Address the Impact of Excessive Concentration and Anti-competitive Action on Labor Markets: The Teamsters will continue to support robust antitrust enforcement and reform. Our agenda is defined by three objectives: (1) curtailing concentrations of corporate power that harm workers; (2) attacking unfair and abusive business models and practices that threaten workers; and (3) empowering working people to engage in collective action against corporate criminals who seek to deny their fundamental right to organize. Congress can take a first step in advancing this agenda by passing Senator Klobuchar and Grassley's *American Innovation and Choice Online Act*. This legislation is the tip of the spear of a broader pro-worker antitrust agenda and would stop predatory Big Tech platforms like Amazon from placing their own products and services at an unfair advantage over high-road employers in the warehousing and logistics sector. In addition to supporting greater oversight of the labor market impacts of companies like Amazon, we support enforcement and regulation efforts to treat pernicious practices such as use of vertical restraints and misclassification schemes as unfair methods of competition. The labor dispute exemption to antitrust law must also be respected, and if necessary, Congress should clarify for the courts what our labor and antitrust laws already state clearly: worker organizing efforts to improve labor conditions are exempt from antitrust scrutiny, in acknowledgement of workers' fundamental right to organize.

End Special Tax Treatment for Union Busting Activity: The *No Tax Breaks for Union Busting Act* would end the taxpayer subsidization of anti-union activity by corporations. The bill would classify business' interference in worker organization campaigns as political speech under the tax code and therefore not tax deductible.

Enforce the DOL Rule on ESG Investment: Ensure that union workers can put their own pension money to work in their best interest.

Close the Express Carrier Loophole: Pass the *Package Delivery Parity Act* and ensure that tens of thousands of misclassified non-airline workers are appropriately covered by the NLRA.

[SUMMARY STATEMENT OF SEAN M. O'BRIEN]

In August, rank-and-file members voted by an overwhelming 86.3 percent to ratify the most lucrative contract in the history of the Teamsters at UPS. The agreement passed by the highest vote ever for a Teamsters contract at UPS. There is no larger union contract with a single employer than the UPS Teamsters National Master Agreement. This five-year contract protects and rewards more than 340,000 UPS Teamsters in the United States and Puerto Rico, raising wages for full-and part-time workers, creating more full-time jobs, and securing important workplace protections, including—for the first time—air conditioning in new package cars and heat shields and ventilation ducts in existing vehicles, which will protect the safety and health of our members.

The extreme consolidation of wealth and power in this country is a crisis that deserves Congress' immediate and full attention, but working Americans are not waiting to be saved by their elected officials. Workers are taking action to improve their standard of living, stay safe, and have a voice at work by organizing and building worker power.

A recent analysis of the effects of union membership on wealth shows that being part of a union is associated with greater wealth for working-class families and especially working-class families of color. [1] Because of this effect, unions are a crucial means for building wealth among the working class and reducing racial wealth gaps for workers without 4-year college degrees. An August 2023 report from the U.S. Department of the Treasury found that the positive effects of unions are not limited to union workers. The report concluded that nonunionized firms in competition with unionized workplaces may choose to raise wages, change hiring practices, or improve their workplace environment to attract workers. . . . The empirical evidence finds that these positive spillovers exist. Each 1 percentage point increase in pri-

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[25] *https://www.cnbc.com/2022/06/03/new-york-passes-bill-targeting-amazon-warehouse-productivity-quotas.html*.

[1] *https://www.jec.senate.gov/public/index.cfm/democrats/2022/6/jec-ed-and-labor-release-new-report-on-economic-benefits-of-unions*.

vate-sector union membership rates translates to about a 0.3 percent increase in nonunion wages.

For much of the 20th century there was a shared understanding of the role unions needed to play, not just in improving the circumstances of workers but in providing a counterbalance to powerful business interests. The corporate world understands that strong unions can put a check on the kinds of greed, exploitation, and unilateral decision-making that exist in nonunion companies. [2]

It's simple. As a country, we can choose to collectively encourage the growth of good union jobs that pay family sustaining wages and allow those good jobs to set the standard for competition within an industry or we can continue to allow companies like Amazon to dominate and drive a race to the bottom for working people.

The CHAIR. Thank you very much. Our next witness is Sara Nelson, the International President of the Association of Flight Attendants-Communication Workers of America.

Ms. Nelson started as a Flight Attendant at United Airlines in 1996. She has been serving as the International President of CWA since 2014. Ms. Nelson, thank you very much for being with us.

STATEMENT OF SARA NELSON, INTERNATIONAL PRESIDENT, ASSOCIATION OF FLIGHT ATTENDANTS-COMMUNICATION WORKERS OF AMERICA, WASHINGTON, DC

Ms. NELSON. Thank you, Chairman Sanders, Dr. Cassidy, and Members of the full Committee for the opportunity to testify here today, and especially to get some time with my union brothers, Shawn and Sean.

I am a 27 year union flight attendant and President of the Association of Flight Attendants, CWA, representing flight attendants at 20 airlines alongside our sister union, the Association of Professional Flight Attendants.

We represent 80,000 flight attendants in total. We work closely with our partner union, CWA, and the millions of transportation workers and union members who are the backbone of our economy. Amy King, Michael Tarrou, Amy Jarrett, Robert Fangman, Kathryn LaBorie, Al Marchand, Alicia Titus, Victor Saracini, Michael Horrocks, Hazel Sanchez, Maryanne MacFarlane, this was the crew of United Airlines Flight 175.

This flight is the one you can picture crashing into the south tower of the World Trade Center on September 11, 2001, because all cameras were trained on the site after American Flight 11 hit the North Tower 17 minutes earlier. But this wasn't just any flight attendant crew.

These were my friends, my flying partners, and members of my union. In the 50 years before I was hired, my union fought through massive discrimination to make our jobs one that anyone with the heart of a flight attendant could do, and built up the career with a living wage, comprehensive health care, including specific needs for women, a pension, and safety in the cabin for our passengers too.

But everything changed the moment my friends died. While we grieved and fought like hell to support half of our Boston base who lost their jobs nearly overnight, crisis capitalists were already plot-

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[2] *https://www.thenation.com/article/society/bernie-sanders-angry-about-capitalism/*.

ting to break our union contracts and redefine the value of our jobs. We lost over 100,000 aviation jobs practically overnight.

Bankruptcies cut our pay, our staffing shifted the cost of health care to us. And when $80 million would have saved our flight attendant pension plan, the court approved termination instead, while at the same time awarding $400 million to the top executives.

There was no Government bailout, but aviation workers were forced to give $81 billion in concessions to save the airlines, much like the auto workers were forced to give massive concessions to save Ford, Chrysler, and GM.

The airline industry was heavily union, but after Ronald Reagan fired the air traffic controllers in 1981 and even sent several to jail for the strike, corporate America knew it was open season on unions. I soon learned personally and painfully the reality that an injury to one is an injury to all.

As union density declined to just 6 percent of the private sector workforce, our capitalist economy has unraveled the American dream, and we are fighting to get it back. In 2020, aviation unions were set to negotiate real improvements for the first time since 911, and we needed them to.

The cuts we endured turned a generation of workers away from careers in aviation. But when the pandemic hit, we were not about to go backward again. We fought for and won the historic workers first relief program, the payroll support program.

Even though we put constraints on executives with no stock buybacks and caps on executive compensation, well after the relief period, our plan saved our jobs, or airlines, and with the help of nearly every Senator on this Committee. And aviation was the only industry to not grow in inequality during the pandemic.

We have also successfully stopped the airlines from announcing new stock buyback plans since the prohibition ended last year. They must fix the operation for the American public and the workers and negotiate union contracts before sending cash to Wall Street.

There was one airline with the lowest union density that fought only during that time to keep out of the law the requirement that they could not spend any Federal dollars on union busting.

Delta Airlines spent their time doing that and then took the taxpayers money and cut hours for workers as they were not supposed to do because there were no unions there to hold them accountable like we were at the other airlines.

We have tiers in the airline industry to the regional airlines that do work for the major airlines. United, American, Delta, and Alaska are paid 45 percent less on average, working the same flights, doing 40 percent of the domestic lift in this country.

We have to end those tiers. And we have an organizing campaign at the largest regional carrier right now, SkyWest Airlines. SkyWest has for a very long time tried to keep the wool over workers' eyes by saying that they already have a union, but it is an illegal company union.

When Teresa Grange, nearly 25 year employee, was at SkyWest and honored, and Shane Price, 9 year employee, stood up and showed that this company union was a sham and that their voting system was a sham, they were fired for their union organizing. This Committee needs to have oversight over that and put a check on it.

The laws we have today were eroded since they were first enacted and took shape. The oldest law, labor law, the Railway Labor Act, has been eroded. There has been no reduction in the right to strike and we routinely got contracts when the right to strike was enacted.

There was a clear question before the companies and the union members in order to reach agreements rather than to go on strike. But the Administration has not allowed that release for—in two decades, with the exception of one time.

That is why we are suffering now. Today, in contract bargaining, where American Airlines has not had a raise since 2019, the flight attendants are asking for a 33 percent wage increase because to keep up with inflation, they need at least 22 percent.

If we are going to get ahead from where we were since 9–11, we have to have more than that. We need scheduling rules, and we need our time back. Our time is controlled by these companies, and it is—and the consumers are hurt by that, too.

We are looking for scheduling rules and investments in the airlines so that we are not left out stranded. These are the things that we are negotiating for right now. American flight attendants voted 99.5 percent for a strike, and we will be asking for a release soon.

United Airlines and Alaska Airlines is not far behind them. I have a question for this Committee and a message for the billionaires who want to bleed the working class dry to the billionaires. I say there is plenty for everyone.

You can be fabulously wealthy, but if you continue to try to keep us poor, you will find that the working people are not going to take it anymore. To the Members of this Committee, to the elected leaders across the country and around the world, I ask you the question that working people have asked for generations, which side are you on?

Thank you to Chairman Sanders and Dr. Cassidy for the opportunity to testify. Unions are necessary for a stable economy, our safety, our security, and our democracy. Nothing is more important for our Nation to succeed than unions, collective bargaining dialog between divergent groups, solutions to the existential threats that we face, and the strength and future of our world and nation.

The Association of Flight Attendants, CWA is prepared to do our part, and I look forward to doing that with you and your questions. Thank you.

[The prepared statement of Ms. Nelson follows:]

PREPARED STATEMENT OF SARA NELSON

Introduction

Thank you Chairman Sanders, Dr. Cassidy and Members of the full Committee, for convening this hearing to examine how unions are improving the lives of working families.

My name is Sara Nelson. I am a twenty-seven year union flight attendant and president of the Association of Flight Attendants-CWA, AFL–CIO (AFA), representing flight attendants at 20 airlines across the industry along with our sister union the Association of Professional Flight Attendants, 80,000 flight attendants in total. We also coordinate closely with our partner union the Communications Workers of America, and all of the transportation union affiliates of the Transportation Trades Department, AFL–CIO.

No Matter the Industry, the Worker Plight is the Same

It's an honor to testify beside my friends President O'Brien and President Fain, who both ran member-driven contract campaigns in recent months that are doing more to restore the American Dream than anything we've seen in decades. Flight Attendants and workers in every industry can relate to the demands of UPS and autoworkers, just as workers in every industry.

Workers are forced to fight battles that labor won decades earlier: over workplace safety, an 8-hour day, vacation, sick leave, a living wage, health care and retirement security. For too long, politicians and courts have sided with corporations over labor, fundamentally and perniciously reshaping American law, life and liberty. As union density declined to just 6 percent of the private sector workforce, our capitalist economy has unraveled the American dream. The social contract that has been in place since the 1940's, offering the working class a good life, the means to enjoy life in off hours, and a secure retirement if only one member of the family spent 40 hours on the job.

There are no red, blue, purple, green, or any other color states. Every state is a working class state. If we want a free society where everyone can thrive we need the kind of working class moral clarity with clear demands that came from the picket lines at UPS, the Big Three automakers, the writers, actors, healthcare workers, educators, hotel workers, grad students, grocery workers, mineworkers, farmworkers, confectionery workers, scientists, engineers, machinists, truck drivers, rail workers, tech workers, and aviation workers including Flight Attendants. America needs to support the rights of workers and the people do. More than ever before in our history the public understands this and finds common cause in fighting corporate greed and demanding shared prosperity and shared productivity as technology advances.

More than a century ago, in 1914, the great labor leader Mother Jones traveled to Ludlow, Colorado, where mineworkers had gone on strike when the company refused demands we take for granted today, like an 8-hour work day, enforcement of labor law and fair compensation.

The workers at the Ludlow mine were mostly immigrants, representing more than 30 nationalities, ethnicities and cultures.[1] There were 24 different languages spoken by the miners. In many cases, poverty and the cycle of exploitation in company towns forced young children into the mines. Coal barons ignored the state's safety laws, and the mines in Colorado were the most dangerous in the nation,[2] with more than twice as many deaths per capita as the national average. These workers had their backs against the wall, and when the bosses refused their demands, the workers walked off.

Before Mother Jones arrived, the private militia hired by the Colorado Fuel and Iron Company and the National Guard had opened fire on one of the camps. Reports vary, but at least 26 people were killed in the camps—including four women and 11 children who were suffocated by fires.

After that horrible massacre, Mother Jones gathered the miners together, and she said to them, "Sure you lost, because they had bayonets and all you had was the Constitution. Any battle between the Constitution and bayonets, the bayonets will win every time. But you must fight. You must fight and lose, you must fight and

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[1] *https://history.denverlibrary.org/news/diversity-then-now-ludlow-massacre-and-western-history*.

[2] *https://books.google.com/books'id=vaWiBwAAQBAJ*.

win, but above all, you must fight!"[3] The Ludlow Massacre and the Colorado Coalfield War that followed were a turning point in American history.

In Washington, Congress convened a United States Commission on Industrial Relations (CIR) and conducted hearings. That commission's report helped pave the way for Congress to enshrine the 8-hour workday, a ban on child labor, and eventually the Wagner Act and the National Labor Relations Act.

For decades, working people fought. We didn't win every fight, but we were winning. We won pay and benefits that afforded us time to live our lives and retire with dignity. Starting in the workplace, we built political power and helped open the road for Civil Rights, for LGBTQ+ rights, for environmental protections and so much more. America's greatest days of shared prosperity and social progress were built on the foundations laid by generations of workers who fought for their rights at work, and all of our rights in our Nation. And for decades, workers were winning.

But Mother Jones also warned us "The capitalists say there is no need of labor organizing but the fact that they themselves are continually organizing shows their real beliefs."

The tables fully turned when Ronald Reagan broke the PATCO strike and working people went into defense mode. Over the next 20 years, presidents and Congress gutted regulations that had protected workers and our Country from the rapacious greed of a few. They deregulated the telecom industry, the trucking industry, and yes the airline industry. They opened "free trade" that gave corporations the freedom to ship jobs overseas and abandon American workers.

For nearly all of my adult life, the billionaires were increasing and amassing all the wealth—as a game of who can be the richest not who can contribute the most to society. They slowly chipped away at our union contracts, convincing workers that we had to give back pay, benefits and working conditions just to keep our jobs. They created two-tier wage systems and shell games of sub-contractors. And they assaulted our democracy, flooding elections with corporate money and gutting the institutions and laws that made it possible for everyday Americans to thrive.

All of that happened because we failed to recognize the value of collective bargaining and the necessity of unions in our democracy and capitalist economy. After the violence workers suffered by company thugs while fighting to build up a society of shared prosperity, "labor peace" appeared to be a preferable course. But that led to corruption and compromise that often left workers unable to tell the difference between the corporate c-suite and the union leadership. Capitalism does not consider the people; it only pushes for higher profits at any cost. The only check for the people is unions and today the public understands this better than ever. We are starved for leadership that speaks with clarity for the working person, which today includes every gender, race, culture, and creed.

In Ludlow in 1914, as Rockefeller's militia fired machine guns from fortified positions at the cloth tents where miners and their families were trying to shelter, the conductor of a passing freight train stopped the cars to block the bullets.[4] He gave the miners and their families a chance to flee to safety.

That spirit of solidarity lives on in the union leaders beside me. For decades, Teamsters have negotiated their contracts with "no scab" clauses so their members can refuse to drive delivery trucks across a picket line. Decades after Ludlow, it was the United Mineworkers who provided vital funding to help the UAW win its first campaigns,[5] and the contracts UAW negotiated over the years set the standard for all of labor. Today, everyone is a worker. As the president of the Flight Attendant union I am keenly aware of the gender pay gap associated with jobs designated as "women's work," "migrant work," or jobs often filled by workers of color. Solidarity, safety, and security, demands we value all work and command dignity for the contributions of every worker.

Our Country and our world face enormous dangers. But I have hope. For generations, workplace solidarity united workers across barriers of culture, language, belief and national origin. And in my lifetime, I have never seen the pull to solidarity more strongly than I do today.

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[3] *https://labortribune.com/mine-workers-roberts-brings-mother-jones-back-to-the-fight/*
[4] *https://libcom.org/article/ludlow-massacre–1914-sam-lowry*.
[5] *https://afsc.org/news/legacy-united-mine-workers-america*.

September 11 Taught Me the Dangers of Crisis Capitalism, and the Value of Unions

AMY KING

MICHAEL TARROU

AMY JARRET

ROBERT FANGMAN

KATHRYN LABORIE

AL MARCHAND

ALICIA TITUS

This was the crew of United Airlines flight 175. You know this flight. It's the one you can picture crashing into the South Tower of the World Trade Center on September 11, 2001, because all cameras were trained on the site after American flight 11 hit the North Tower 17 minutes earlier. But this wasn't just any Flight Attendant crew—these were my friends, my flying partners, and members of my union. They were with pilot union members Captain Victor Saracini and First Officer Michael Horrocks. And the whole crew was so happy to have with them two Boston gate agents we adored. Marianne MacFarlane and Jesus Sanchez were using their flight benefits to take a well-deserved vacation, defined for them in their union contract.

I had been a Boston based union Flight Attendant for 5 years. I used to joke affectionately that "all gates lead to Jesus" as he would see us off and welcome us home again. I had worked flight 175 many times before, often with one of the two Amys; jokester and singer Michael; and Kathryn barely able to peek over the coordinator desk while on her tippy toes to reach the lead flight attendant paperwork. We had shared beers and "Fenway franks" at Red Sox games, day cruised on our annual union trip to Provincetown, dressed up and danced at our union holiday party, and celebrated Patriot's Day by gathering at Amy King's on Beacon Street to cheer on the Boston marathon runners. We had fought together through our union to get the airline to move us from a Los Angeles downtown layover hotel where there had been a rape, we protested and took a strike vote against a proposed merger with another airline and picketed as a part of a union campaign to get positions on the Boston-London flight we all wanted to work. We had just won Federal certification for our work as Flight Attendants, a ban on spraying poisonous pesticides in our aircraft cabin, EPA oversight of our onboard water, FDA inspection of our airplane food, as well as fines and Federal prison time for passengers who became violent or interfered with our work to keep everyone safe in the aircraft cabin.

Five years earlier when I became a Flight Attendant I only considered it because my union had won an epic battle against the tobacco industry to ban smoking from our planes. My college friend called me from a sunny layover at Miami beach to describe the real benefits of the job—pay higher than what would have been my first year as a teacher, free and expansive healthcare with coverage that mattered to women, flexibility with my schedule, and a pension that I could take as early as age 50. She didn't say it was the product of decades of fighting discrimination and building up a strong union contract, but that contract and the legal and legislative battles my union had won were what made me drive to Chicago the following day to interview to become a Flight Attendant.

I didn't know anything about unions when I got the job at United Airlines. After 6 weeks of training and 3 weeks working flights I couldn't wait to get that first paycheck. When it didn't come, I tried to get help from someone in the airport office, but the answer was, "we're sure you'll get it next time." Two and a half weeks later, on a diet of top ramen and plane food, rent was due and luckily so was the next payday. When the paycheck didn't hit my bank account again I was desperate for help, but the answers from the office were the same. I felt the tense anger in my chest and the hot tears welling up in my eyes. No one seemed to hear me or care. Then everything changed with a gentle hand on my shoulder. I turned around to see another Flight Attendant I didn't know. She asked me how to spell my name, handed me a personal check, and told me, "first, you take care of yourself, and second, call our union!" I did call our union and I had my paycheck the next day, but

that was also the hook for my involvement. That's how I knew Robert, Al, and Alicia, who had all only been flying for 8 months before getting the last-minute call to work flight 175 on 9/11. I signed up to do the new hire union training to make sure new flight attendants knew their rights on the job and who had their backs if something went wrong.

Robert loved the career my union had built and told me he felt accepted and able to be who he truly was as a gay man for the first in his life, with benefits for his family no matter who he loved. Al took the job after more than two decades on the police force in New Mexico and was last seen by his wife Rebecca skipping down the terminal to work flight 175 after spending a romantic weekend with her on Cape Cod. The joy he felt for his second career was only possible because our union obliterated age and sex discrimination. Alicia was drawn to the job as an ambassador of peace, quickly beloved by the Flight Attendants throughout the base and fulfilled in the work of bringing people together, de-escalating conflict, and promoting what is also the strength of the union—solidarity among every gender, race, culture, generation, and creed.

In the crisis room at the Logan Airport Hilton our union set up tracking of every stranded crew and worked to get them home, while providing grief counseling and wellness checks that saved lives from suicide. We won several extensions of unemployment benefits for the thousands who were furloughed and expanded assistance for mental health challenges. Our union fought for Federal security screening to stop airlines from relegating our security to the lowest bidder and forcing government agencies, airlines, and workers to ensure coordinated, redundant, and risk-based security was put in place. We fought for proper security training and tools on our planes, 100 percent screening of cargo, no knives allowed on our planes, and reinforced flight deck doors with secondary barriers. We planned memorial services and disaster relief for our friends' families. But while our union grieved, comforted, and reinforced our personal and national security, crisis capitalists were planning to redefine the value of our union jobs.

We lost over 100,000 aviation jobs practically overnight. Bankruptcies cut our pay, our staffing, shifted the cost of healthcare to us, and when $80 million would have saved our Flight Attendant pension plan the court approved termination instead while at the same time awarding $400 million to the top executives. There was no government bailout—but aviation workers were forced to give $81 billion in concessions to "save" the airlines, much like auto workers were forced to give massive concessions to save Ford, Chrysler, and GM. The airline industry was heavily union, but after Ronald Reagan fired the air traffic controllers in 1981 and even sent several to jail for the strike Corporate America knew it was open season on unions. The old union adage of "an injury to one is an injury to all" was replaced with a corporate narrative that you should feel lucky to have a job and solidarity was a song for suckers. The strike was made a dirty word and both unions and collective bargaining were under attack. Since union density has fallen to just 6 percent of the private sector, wages for the American worker have remained flat, while productivity has gone through the roof and straight to Wall Street.

Our experience in aviation is no different than for workers across the economy.

Unions are Winning a Better Life for all Workers

Even at the height of the union movement in the late 1960's and early 1970's, only one third of Americans were members of a union. But when enough workers are unionized, or when our wins are big enough, we set the standard for entire industries.

Within days of the UAW's tentative agreements with Ford, General Motors and Stellantis Group (the Big 3), Toyota announced that it will raise wages for workers in its US plants. Just last week, Honda announced raises across the board for US workers as well. Within an industry, if non-union firms want to attract and retain qualified workers, they must compete with the unionized workers' pay, benefits and working conditions. The more of us who are unionized, the more pressure all employers face.

Unions invest in workers' fights, even when we don't directly stand to gain. Just as coal miners invested in auto workers decades ago, in recent years teachers, nurses and public employees represented by the American Federation of Teachers gave hundreds of thousands of dollars to help Amazon workers organize and bargain. It was unions that put boots on the ground and resources into the campaigns that have raised the minimum wage across cities and states for tens of millions of workers.

I always tell people that a woman must join and run unions. That's because in our unions, we are equal. Whatever your gender, race, identity or religion, we all earn the same pay for the same job. We have a contract and representation to protect us from harassment and discrimination. Before any law protecting LGTBQ Americans in the workplace or extended same-sex partner benefits, union contracts did.

Unions keep corporate greed in check, in ways that benefit workers and consumers alike. A new study[6] from the Rady School of Management at the University of California San Diego found that stronger unions create a more stable economy. Companies where workers have a strong union make fewer risky bets and are less likely to take on dangerous debt, making them more resilient in downturns and reducing the risk of layoffs or full-scale collapses.

Workers First—No More Bogus Trickle Down "Relief"

I had seen and felt the harm of crisis and bankruptcy before. When COVID hit our union was not about to sit back and allow it to destroy lives again.

During the pandemic, my union—alongside our Teamster siblings and the other aviation unions—fought for and won the historic workers' first relief program, the Payroll Support Program (PSP) originally part of the CARES Act. I would like to especially acknowledge Chairman Sanders' role in helping pass this legislation, along with many other Members of this Committee, including Dr. Cassidy who worked to extend the program that saved our jobs and our industry.

Our Payroll Protection Program saved American aviation. The Federal Government provided grants to keep aviation workers on payroll during the greatest downturn our industry has ever seen.

PSP was designed with a single purpose: to keep aviation workers—passenger service agents, flight attendants, mechanics, caterers, pilots, dispatchers and all of the 2.1 million workers who make aviation possible—paid, connected to healthcare, out of the unemployment lines, and ready to lift the entire country.

This program used efficient systems already in place through airline payrolls, keeping benefits and payroll taxes in place, and maintaining the basis for retirement security both through government programs and company benefits. We continued paying taxes that supported the jobs we all count on through state and local budgets, like sanitation, firefighters, mass transit, education, and emergency response. At a time of great uncertainty for the industry, aviation workers had the stability to continue spending into the economy and the confidence that they and their family members would have access to healthcare in the middle of the pandemic. Fundamentally, PSP allowed us to take care of ourselves so that our Country could focus on those who were sick or vulnerable, while also continuing to support the safety net programs we need well after this pandemic is over. It is well documented that the public received an outsized return on all its investments to help aviation recover from COVID. And, to keep the crisis capitalists from using bankruptcies and scarcity to further erode our jobs.

The program was also a model for how Congress can condition its spending to ensure accountability. PSP funding is authorized exclusively to maintain the salaries, wages, and benefits of aviation workers. Corporate restrictions during the relief period and for years after included, no dividends, no stock buybacks, and unprecedented caps on executive compensation. It conditioned the carriers' receipt of Federal funds on making no involuntary furloughs or layoffs. Participating carriers also were required to maintain levels of scheduled service, critical to maintaining air travel to smaller communities. In the pandemic this was especially important to ensure well-functioning health care and pharmaceutical supply chains to serve small and remote communities across the country.

PSP was an overwhelming success, responsible for saving hundreds of thousands of jobs across our industry, and maintaining critical spending in our communities, where every aviation job supports 3.55 additional jobs, or 1 in 14 jobs in the country.

Through PSP, our unions saved American aviation, and likely the economy. The airline executives could never have done this alone, and certainly didn't suggest the constraints on executive pay or stock buybacks that resulted in aviation being the only industry not to grow in inequality over the course of the pandemic. In the years leading up to the pandemic, the airlines had sunk their profits into Wall Street

[6] *https://today.ucsd.edu/story/unions-push-companies-to-reduce-risky-debt-help-safeguard-us-workers.*

greed, issuing billions in stock buybacks to juice shareholder value (and enrich executives) rather than saving for a rainy day or investing in the airlines for consumers and workers alike.

Without PSP, we would have seen hundreds of thousands of aviation workers furloughed. Many would have left the industry altogether. Just as we suffered for 20 years after 9/11, mothers and fathers would have told their children to stay away from aviation jobs. Aviation workers are required to undergo strict training, certification and background checks, including regular safety training required to stay current. If our industry had seen mass furloughs and departures, the process of rehiring, recertifying and retraining our entire industry would have put a years-long choke point on our economy. You may remember the chaos of the summer and fall of 2022, when a combination of weather, technology and staffing issues led to mass cancellations and delays. At that point, airlines were at roughly ninety-five percent of their pre-pandemic staffing. Imagine what the industry would have looked like if instead of seven to 10 percent attrition we saw during the pandemic, we had seen layoffs of thirty percent or more.

If you've taken a flight, received a package by airmail or enjoyed fresh foods shipped by air in the last 3 years, you can thank an aviation union for making sure that American aviation didn't collapse—and for holding corporate greed in our industry in check in the process.

The PSP is also an example of something else: when we work together, we can achieve things that were thought impossible. On March 18, 2020, I walked into a room to pitch this plan to the CEOs of America's biggest airlines. Because we have a long history, and because of the unprecedented crisis, they were willing to hear me out. Together, we walked into Congress to pitch our plan. I can't tell you how many people told me it would never get done. Even members of my own team—people who poured their hearts into the effort—did not believe we could get something like this through Congress. But we did. Through tireless advocacy and teamwork, we secured the initial aid, protected it from efforts by then-Treasury Secretary Mnuchin to sabotage it, and even renewed it twice. Along the way, we secured the support of Democrats and Republicans. In fact, alongside champions in the Democratic Senate caucus, one of the critical supporters was Senator Roger Wicker.

It's also instructive to look at the one thing we proposed that was left out of the program. The corporate boards understood that airlines are deeply unpopular, and that any hope of receiving grants that would keep the industry afloat would also require that they accept terms they didn't like. They agreed to stop stock buybacks. They agreed to halt dividend payments to shareholders. They agreed to cap executive compensation and bonuses. But going in, we also said they would have to agree to simply follow the law with neutrality in union organizing while utilizing the government grants. That was Delta Air Lines' red line. They were willing to give up their own bonuses and the gifts to Wall Street. But they would rather take the risk that the entire industry would collapse than agree to allow workers to organize without interference. And I will remind you, this is in an industry that is eighty percent unionized already.

That tells you something important. The deepest fear of the ownership class isn't sharing a bit more of the wealth, although they're not fond of that either. Their true fear is giving up control over the working people whose labor creates all of the value in our economy.

Despite the clear statutory language in the CARES Act requiring carriers who receive payroll grants to maintain pay levels and benefits, Delta Air Lines was the first out of the gate with cuts to hours and worker take home pay. The carrier made the decision to cut ground crew hours by as much as 40 percent without consulting with workers. Delta Air Lines Flight Attendants asked their management to commit to a minimum number of monthly hours equivalent to the amount delineated in the Flight Attendant contract of Delta's closest industry comparator, but Delta management refused to do so, making clear its plans to slash Flight Attendant hours and benefits below established industry minimum standards as well. Delta pushed three to four times as many flight attendants into early retirement and moved flight attendants to the kitchens and other jobs that didn't pay as much as the flight attendant jobs the program was intended to protect. Unions kept airlines honest during the relief period, but where unions didn't exist Delta didn't follow the rules or respect the contributions of taxpayers. Unions are needed to help enforce our Country's laws and investments.

No Stock Buybacks Before Contracts and Reliable Operations

The Payroll Support Program ban on airline company stock buybacks ended on September 30, 2022. Six weeks before that ban lifted the Association of Flight Attendants-CWA (AFA-CWA), the Air Line Pilots Association, Int'l (ALPA), the Association of Professional Flight Attendants (APFA), the Communications Workers of America (CWA), International Association of Machinists and Aerospace Workers (IAMAW), the International Brotherhood of Teamsters (IBT), Transport Workers Union of America (TWU), and Service Employees International Union (SEIU), representing hundreds of thousands of aviation workers, launched a public campaign demanding that airlines pledge to stabilize the industry with reliable operations and good jobs before diverting any airline profits to Wall Street through stock buybacks.

From 2014 through 2019, United, Southwest, American and Delta rewarded Wall Street with more than $39 billion in combined stock buybacks. That money that should have been invested in better passenger experiences, staffing, and good jobs. Early in the pandemic, aviation unions secured a historic relief package, the Payroll Support Program (PSP), to keep workers in their jobs with pay and benefits. It also barred airline executives from utilizing stock manipulation tricks through September 30, 2022.

We explained, "We paused the greed in aviation for a little while with legislative constraints tied to COVID relief. But the greed that ran rampant before COVID created a system that was already stretched thin with minimum staffing and high overtime hours. We can't allow executives to send one dime to Wall Street before they fix operational issues and conclude contract negotiations that will ensure pay and benefits keep and attract people to aviation jobs."

In just the first half of 2022, U.S. airlines canceled more flights than in all of 2021, disrupting travel for millions of passengers and creating high-stress conditions for aviation workers. Unions are calling for airlines to resolve the ongoing operational chaos by better aligning staffing and scheduling to meet demand and concluding delayed labor contract negotiations.

Thus far, our demand for no stock buybacks has worked. It matters for workers and consumers alike. Anyone interested in supporting the campaign can learn more and sign the petition at *nostockbuybacks.org*.

Start in the Workplace

I always tell people, "start in the workplace, and the politics will follow." When Mineworkers and Teamsters first organized, there were no friendly laws to protect them. Today, union busters pull workers into captive-audience meetings to issue thinly veiled threats or buy us off with pizza. As our union organizing campaign grows stronger at Delta Air Lines, the anti-union propaganda and heavy-handed pizza parties have shifted to steak dinners. When the Teamsters were founded in 1903, workers who tried to organize their workplaces were met with batons and bullets.

The laws we have today—while eroded by Congress and the Court since first enacted—took shape because workers fought. We held up the mirror to America and forced Washington to see the untenable treatment of everyday people by the coal barons and the steel barons and the railroad barons. We marched and we fought and eventually Washington responded. The National Labor Relations Act was a compromise—it gave workers a legal framework to organize and bargain, because the alternative was more violent clashes with the bosses' goons, angry protests in the streets and a halt to energy and commerce across the country.

But today, the labor laws of the Great Depression have been weakened almost beyond recognition. The National Labor Relations Board (NLRB) and National Mediation Board (NMB) have been so defunded that they simply cannot enforce the laws that remain effectively, and when they can take up a case the consequences are irrelevant to today's coffee barons and 2-day-shipping barons and starship barons.

That's why Amazon feels no fear when they blatantly interfere with union elections in Bessemer, Alabama, or refuse to bargain in good faith with warehouse workers in Staten Island. It's why Howard Schultz closes down stores where workers have voted for a union, fires union organizers and illegally offers raises and benefits to non-union stores even with the national spotlight on his actions. It's why Elon Musk has repeatedly broken labor laws from the Tesla assembly floor in Fremont, California to the cubicles where workers are programming autopilot in Buffalo, New York.

It's why Delta Air Lines makes no effort to hide its illegal union busting against the Flight Attendants, Ramp agents and mechanics who are fighting to organize

their unions with the Association of Flight Attendants-CWA, the International Brotherhood of Teamsters (IBT) and the International Association of Machinists and Aerospace Workers (IAM).

It's why the Alliance of Motion Picture and Television Producers (AMPTP), United Parcel Service (UPS) and the Big 3 automakers didn't bother negotiating in good faith until strike deadlines had passed, and why corporate offices at Alaska, United and American Airlines aren't worried about dragging out contract negotiations for months or years beyond contract expiration.

Without the support of strong legal consequences, the only way to make corporations accountable is through worker action. And that is what we are seeing today.

The oldest labor law, the Railway Labor Act, was changed in 2012 to require a majority of physical card signers within a year in order to trigger a union election. And, administratively, administrations have eroded the right to strike by refusing to release workers from mediation when at an impasse with the corporations. There has been no change to the law that for more than 70 years provided workers with the ability to threaten or carry out the right to strike in order to come to an agreement with the airlines. But beginning in the late 1990's, negotiations shifted from an average of 18 months to more than 5 years—delaying improvements and causing workers to fall further behind. There's been no change to the law, but a disdain for collective bargaining and worker rights led to a destruction of the right to strike by refusing to release the parties from mediation and set a strike deadline. The last release was given in 2010 for the Spirit Pilots who achieved a contract after only a handful of days on strike. From routine use of the strike deadline to encourage the parties to reach agreement to one release in 20 years, workers have suffered the cost of never-ending negotiations. And companies have suffered the cost of eroded morale and inability to attract candidates to aviation jobs. Everyone has something to lose in a strike—the company and the workers—and it is a critical component to effective collective bargaining that balances interests and maintains a more just economy. Our union will press our rights for collective bargaining with the right to strike that's necessary to achieve the long overdue improvements we need—double digit pay increases, pay for all of our time on the job, scheduling protections that help consumers from operational meltdowns too, and a secure retirement with no additional costs for our healthcare.

American flight attendants voted 99.5 percent in favor of a strike if the company fails to meet the demands of flight attendants that are long overdue. Airlines industry workers were set to negotiate across the industry in 2020, but the pandemic put that on hold. The Payroll Support System thankfully maintained the status quo, but without new contracts workers are falling behind total compensation we had just prior to 9/11 when adjusted for inflation. Alaska and United flight attendants are taking strike votes in the near term too. We need and expect the improvements we have earned, especially in the most tumultuous time on the job in the history of our careers.

Echoes of the Past

Workers today have more in common with the mineworkers in Ludlow than you may think, and our fights carry echoes of those historic fights.

One of the core demands in Ludlow was pay for "dead work." At the time, miners were paid for the tonnage of coal they dug. Members of the Committee may remember the miner's refrain, "You dig 16 tons, and what do you get? Another day older and deeper in debt." Work like digging and fortifying the mines was considered "dead work" and unpaid. Not only did this mean no compensation for backbreaking labor, it pushed workers to take greater risks to dig more coal. Rather than wait to fortify a new shaft, workers might continue digging in areas that were unsafe. When your choice is between feeding your children and waiting for a safety check, it's easy to choose your children. And when they emerged from the mines, many miners went to their company-owned home and used company scrip to buy goods at the company store. They were often paid too little to cover all the costs the company imposed, so they went into debt to the companies they worked for and became trapped by the mine owners.

A year ago, Americans were shocked to learn that Flight Attendants are not paid until the cabin door closes and the plane pushes back from the gate. As our union and our sister unions negotiate new contracts, we're demanding an end to that "dead work" and pay for the full time we're on the job.

Teamsters and Auto Workers one hundred years ago demanded the 8-hour workday, workplace safety rules, equal pay and fair benefits. In their landmark con-

tracts, Teamsters and Auto Workers secured rules against forced overtime, unsafe working conditions and an end to the two-tier wage systems that left some workers forever earning too little to get ahead.

We may not live in company towns or shop at company stores, but more and more jobs don't cover the cost of living. More and more of us struggle to pay rising rents in apartments owned by the same Wall Street investment firms that are pushing our employers to cut our pay and benefits, and pushing grocery stores and for-profit hospitals to raise prices for customers and lower wages for workers. The unbridled greed of the billionaire class undergirds our struggles at every turn, just as it did when J.P. Morgan, Andrew Carnegie and John D. Rockefeller, Sr. controlled our economy more than 100 years ago.

The way the ownership class views working people hasn't changed much in those hundred years. After the Ludlow Massacre and the Coalfield Wars in 1914, John D. Rockefeller, Sr. was called before Congress, where he testified that even knowing his hired goons had committed murder he "would have taken no action"[7] to stop them from attacking more strikers.

A few weeks into the writers' and actors' strikes this year, an anonymous executive told an industry press outlet "The endgame is to allow things to drag on until union members start losing their apartments and losing their houses."[8]

Just as Rockefeller's words galvanized workers AND Congress to act, the studios' disrespect spurred writers and actors to greater solidarity.

The last time actors and writers went on strike together in 1960, they demanded residuals for TV and film, investment in their health and pension funds. In the deals negotiated this year through record-breaking strikes, writers and actors won residuals for their work on streaming productions, improved pay, working conditions and benefits. Perhaps most notably, both groups beat back the idea that they could be replaced by artificial intelligence and the disgusting proposals that their works and their likenesses could become property of the studios to replicate and profit from in perpetuity.

My union is proud to be the next tip in the spear for working people. We are engaged in a years-long fight at America's largest airlines. At Delta, as I mentioned before, Flight Attendants are coming together in an inspiring campaign to unionize the last major American carrier where our flying partners have no protections, no guarantees and no rights on the job. Delta's profits exceed the other airlines by billions. As President Shawn Fain has said, "record profits require record contracts." While we work together to build solidarity, Delta management has repeatedly demonstrated its disdain for workers, for example by proposing that instead of forming a union workers should buy an X-Box.

At legacy carriers like United, Alaska and American, our union and our sister union the Association of Professional Flight Attendants (APFA) are fighting for a fair share of the record profits that we create, protections from violence and harassment on the job, and a greater say in our workplaces.

I must tell you this: I have never seen workers so united. At Delta, as I mentioned before, Flight Attendants, Ramp agents and mechanics are all organizing. In the past, management has told us that if one of us gets more, someone must get less. But today AFA, the Teamsters and the IAM are working together to support these courageous workers, and we are all supported by the Air Line Pilots Association. For generations, AFA and APFA were fed rumors about one another that seeped from management and poisoned our ability to work together. But today, we have overcome those divide-and-conquer strategies and we are united as one workforce to fight for the contracts and respect on the job flight attendants and other aviation workers deserve.

You see it everywhere you look. The baristas who make your coffee. The clerks who bag your groceries. The pharmacists who fill your prescriptions. The teachers who nurture your children. Bus drivers, delivery workers, hotel staff, electricians. Across our economy, workers are coming together to fight for our fair share, for a decent life and a shot to live the American dream. This year, support for unions—and Americans' desire to have a union in their workplace—rose to the highest level in recorded history.

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[7] *https://historymatters.gmu.edu/d/5735/*.

[8] *https://www.vanityfair.com/hollywood/2023/07/studios-allegedly-wont-end-strike-til-writers-start-losing-their-apartments*.

SkyWest Airlines Has Broken Labor Law for Years—We've Had to Take Them to Court

AFA has filed a Federal lawsuit against SkyWest Airlines, the regional airline that operates flights for Delta, Alaska, United, and American, and the SkyWest Inflight Association after the airline fired two longtime Flight Attendants, Tresa Grange with nearly 25 years with the company and Shane Price with 9 years. These Flight Attendants were fired for being lead activists who brought to light significant credible concerns over the voting procedures for the SkyWest Inflight Association.

The SkyWest Inflight Association is an organization illegally propped up by SkyWest management that pretends to independently represent the flight attendants at SkyWest but is instead completely funded by SkyWest management. The way that SIA operates tricks flight attendants that they have a union without providing the same benefits that a union provides under the Railway Labor Act.

This lawsuit is filed to remedy SkyWest Airlines' extraordinary violations of the Railway Labor Act and interference with its Flight Attendants' Federal right to seek collective bargaining representation," the complaint reads,[9] "SkyWest unlawfully uses carrier funds to maintain and operate Defendant SkyWest Inflight Association, which it claims is the representative for its Flight Attendant employees. SIA has acknowledged in one of its Handbooks that 'SkyWest . . . funds the SkyWest Inflight Association.'"

Fight the Right Fight

For decades, the billionaires convinced us to fight one another. And they're trying as hard as they can today. If you watch the news you might believe we're more divided than we've ever been. And it's true that our politics are creating enormous strain on our relationships with one another and with the very idea of America—a country rich with diversity of experience, ideas, and strength from people around the world.

But when you walk into a union meeting, you see that we can find common ground. That's what the billionaires are afraid of. When I say "start in the workplace and the politics will follow," I mean that workplace solidarity overcomes the politics of division and that money doesn't control our politics when workers organize to take our fair share and claim our fair say in our democracy. When we realize that if the boss can fire you because of who you love or where you come from, he can fire me because of what I believe. When we understand that we are only as strong as the worker next to us, we want to make sure the worker next to us has the strength to fight—and sometimes that means lending them our strength, as the mineworkers did for the UAW's earliest fights, and as many of us have done for others over the generations.

A union meeting is always a raucous place. But in our meetings, we learn democracy. We learn how to disagree but come together in the end. We learn how to make decisions for the greater good. We learn to negotiate, to collaborate, to listen and to find mutual respect—even in places where it seems impossible.

When we find solidarity, we find power. We can use that power to hold capital accountable, to ensure that our voices are heard, our contributions respected and our work rewarded. When we build that power in the workplace, we build power in society. It's no mistake that even some of the most anti-union elected officials were out on the UAW's picket lines. They may vote against us when the chips are down, but they understand that there is power in our unions. There's a reason that Joe Biden became the first sitting President of the United States to walk a picket line. Yes, it's because he's a union man. But working people built the political power to make it possible for him to step out and clearly support us.

That is what the exploiters fear; that our solidarity will build enough power to hold capital accountable to working people. For fifty years, more and more of the benefits of capitalism have gone to a tiny few at the top. Today, income is more unequal than even in the Gilded Age. A handful of individuals control more wealth than the bottom half combined. Real wages have stagnated while they built megayachts and flew private jets to their tropical islands—and put politicians and judges on those jets and yachts beside them.

I have a question for this Committee, and a message for those billionaires who want to bleed the working class and the world dry. To the billionaires I say: there is plenty for everyone. You can still be fabulously wealthy, but if you continue to

[9] 2–23-cv–00723.pdf.

try to keep us poor you will find that working people are not going to take it anymore. To the Members of this Committee, to the elected leaders across this country and around the world, I ask you the question that working people have asked for generations: Which side are you on?

Conclusion

Thank you to Chairman Sanders and Dr. Cassidy for the opportunity to testify today. Unions are necessary for a stable economy, our safety, our security, and our democracy. Nothing is more important for our Nation to succeed than unions, collective bargaining, dialog required between divergent groups, solutions to the existential threats we face, and the strength and future of our world and nation. The Association of Flight Attendants-CWA is prepared to do our part. I look forward to your questions.

The CHAIR. Thank you very much. Our next witness is Diana Furchtgott Roth, the Director of the Center for Energy, Climate Environment, and the Herbert and Joyce Morgan Fellow in Energy and Environmental Policy at the Heritage Foundation. Ms. Furchtgott Roth is an Oxford educated economist—pardon me?

Senator CASSIDY. Wasn't I going to introduce her?

The CHAIR. All right.

Senator CASSIDY. I get to introduce you. So——

[Laughter.]

Ms. FURCHTGOTT ROTH. Yes.

Senator CASSIDY. I will also point out that the Chairman's witnesses all got at least a minute and a half or 2 minutes more to speak, so—and I knew you would do that. Very gracious. I am pleased to introduce a witness whose work focuses on policies promoting economic growth and individual freedom.

Diana Furchtgott-Roth is the Director of the Center for Energy, Climate, and Environment at the Heritage Foundation, and an Adjunct Professor of Economics at George Washington University.

She has worked in senior roles in the White House and also served in appointive positions at several agencies. The author and coauthor of six books and hundreds of articles on economic policy, including Regulating to Disaster, How Green Jobs Policies Are Destroying America's Economy.

Ms. Furchtgott Roths testimony will discuss the implications to the U.S. auto industry of the Biden administration's EV mandates and how the recent UAW agreement with automakers accelerates the loss of American auto jobs.

She will also testify on the reasons workers choose not to join a union. Ms. Furchtgott Roth received economics degrees from Swarthmore College and Oxford University. Welcome. We appreciate you being here and look forward to your testimony.

STATEMENT OF DIANA FURCHTGOTT ROTH, DIRECTOR, CENTER FOR ENERGY, CLIMATE, AND ENVIRONMENT AND THE HERBERT, JOYCE MORGAN FELLOW IN ENERGY AND ENVIRONMENTAL POLICY, THE HERITAGE FOUNDATION, WASHINGTON, DC

Ms. FURCHTGOTT ROTH. Thank you very much, Chairman Sanders, Ranking Member, Dr. Cassidy, Members of the Committee. I am honored to be invited to testify before you today.

The UAW had such a single minded focus on getting more money for their members that they forgot even to try to help out farmers, families, and other workers and unions.

The Biden administration's electric vehicle mandate puts the economy at the mercy of Government dictates in a planned economy that will destroy the livelihoods of small business, non-unionized workers, and eventually even unionized auto workers without making car companies more competitive or solving climate change challenges.

This will put our children's future at the mercy of China. If the UAW were truly interested in helping its members and American families, it would have pushed for Detroit and other auto companies to try to make—to continue to make the internal combustion engines and hybrids that Americans want to buy, rather than going all electric in 2035.

What would help all American working families is getting rid of the Biden EV mandate, which you, Senators and the House of Representatives did not pass. Instead, the UAW talks on its website of a "just transition" to electric vehicles.

It is not justice to make cars that are so expensive that most Americans can't afford to buy them. The electric version of the F–150 pickup truck costs $26,000 more than the gasoline version. It loses battery range when it is cold or when it has to tow something, and it takes an hour to recharge, and that is if the charger works, and no one is ahead of you in line.

Plus, going electric offshores American jobs to China, including slave labor in Xinjiang because the Chinese make 80 percent of the world's batteries. Ford Motor Company President Jim Farley estimated that with all EVs, the auto industry will need 400,000 fewer jobs in the long run.

The EV plan is poison for auto workers, small businesses such as plumbers, electricians, and auto repair shops and farmers who rely on gasoline powered engines for pickup trucks and equipment. Ford is losing $60,000 per EV sold and unsold EVs are piling up on dealers' lots.

GM and Ford announced they are cutting back on projections of EV sales and lowering production targets for cars and batteries and postponing over $15 billion in EV investment. There will also be with EVs layoffs in auto parts companies and among your local mechanics who repair your gasoline powered cars.

Unions act in their own interests, as can be seen by the simple focus on UAW member pay at the cost of the interests of members of other unions. When auto workers were on strike pay of $500 a week, union leaders were still collecting their full salaries, in some cases, over a quarter of a million dollars a year.

Only 10 percent of American workers and 6 percent of American private sector workers belong to a union in 2022, down from 33 percent in the 1950's and 20 percent in the 1980's, but some Members of Congress are still trying to push Americans into unions. Why the decline in membership? Union corruption is endemic, and Americans don't like it.

Teamsters drove yellow trucking into bankruptcy with a loss of 30,000 jobs. Stellantis, former Fiat, Chrysler, and the UAW are still under Federal oversight.

Stellantis admitted to making more than $3.5 million in illegal payments to UAW union bosses, including, and I quote, "extravagant meals, rounds of golf, lavish parties for the UAW International Executive Board, an Italian made shotgun, clothing, designer shoes, and other personal items paid for with credit cards issued by the Joint Training Center," which was the UAW, Chrysler's Skill Development and Training Program.

FCA executives also paid off the $262,000 home mortgage of former UAW Vice President General Holiefield. Holiefield and his widow also received hundreds of thousands of dollars directed through Holiefield's purported charitable organization.

I would like to submit the U.S. Office of Eastern District of Michigan March 1, 2021 press release on Fiat Chrysler's guilty plea for the record. Working families also don't want to pay money into failed pensions.

Last year, Congress spent $36 billion in taxpayer funds to shore up failing union pension plans, such as the Central States Pension Fund.

Otherwise, 2.5 million union workers and retirees would not have received their promised pensions because unions didn't take care to fund members' pensions, although their own pensions were fully funded.

Even after the massive taxpayer funded bailout, plans are in trouble. In 2023, the Labor Department listed 45 union plans in critical status, which is defined as less than 65 percent funded, or an endangered status, with less than 80 percent funded.

Unions desperately need new workers to join because they pay contributions to pension plans for many years without withdrawing money. While this year's critical status notices, and it is on the Department of Labor website, include bakery drivers, Local 80–802 Pension Fund, IBT Local 840 Pension Plan, ironworkers, bricklayers, carpenters, the Local 945 IBT Pension Plan, Teamsters Local 469 Pension Plan.

I don't have time to read them all, so I would like to submit the entire 2023 Department of Labor list for the record. Union leaders and their allies on Capitol Hill believe the way to increase membership after decades of decline is to pass the Richard L. Trumka Protecting the Right to Organize, PRO Act, which would force workers into corrupt unions with unfunded pensions.

The PRO Act would harm millions of small businesses and people who work as independent contractors and in the franchise business center. Many would lose businesses and their jobs. It would weaken the right to a secret ballot in elections for union representation, even though Mr. Fain, seated here, insisted on a secret ballot for his election as union President.

This gives union officials the power to intimidate workers because they know how they vote, where they live, and where their children go to school. In a highly competitive economy, with 9.6 million unfilled jobs, workers have many options and shouldn't be

forced by the PRO Act to pay union dues and fund failing union pension plans.

Workers don't trust union leaders, and the new UAW contract provides additional justification. Many thanks.

[The prepared statement of Ms. Furchtgott Roth follows:]

PREPARED STATEMENT OF DIANA FURCHTGOTT-ROTH

Missed Opportunity: How the UAW Has Failed America's Working Families

My name is Diana Furchtgott-Roth. I am the director of the Center for Energy, Climate, and Environment at The Heritage Foundation. The views I express in this testimony are my own and should not be construed as representing any official position of The Heritage Foundation.

Chairman Sanders, Ranking Member Cassidy, Members of the Committee, I am honored to be invited to testify before you today on the subject of "Missed Opportunity: How the UAW Has Failed Working Families." In addition to my role at The Heritage Foundation, I am also an adjunct professor of economics at George Washington University. My professional training is in economics. From 2019 to 2021 I was deputy assistant secretary for research and technology at the U.S. Department of Transportation. Previous positions include acting assistant secretary for economic policy at the U.S. Department of the Treasury; chief economist at the U.S. Department of Labor; and chief of staff of the Council of Economic Advisers under President George W. Bush.

Today I'd like to make the following points:

If the UAW were truly helping its members, it would have negotiated for the auto companies to continue to make the internal combustion engines and hybrids that Americans want to buy, rather than going all electric in 2035. What would help all American working families is getting rid of electric vehicle (EV) mandate—which Congress did not pass. Administration is doing an end run around Congress.

Only 6 percent of private-sector American workers belong to unions, because they do not think that the dues are a worthwhile investment of their hard-earned dollars and they don't want the inflexibility of a union environment. The PRO Act would not help workers, who should have the freedom to join unions using a secret ballot, and also to leave unions when they choose to do so.

New UAW Contract is Missed Opportunity

Not only does the new UAW contract make GM, Ford and Stellantis uncompetitive with non-union automakers, but it preserves the automakers' plans to eliminate production of internal combustion engine cars by 2035.

United Auto Workers president Shawn Fain has repeatedly spoken out against EVs because he knows that electrification of the automobile will mean fewer auto workers. To give one example, he said in a statement on April 26, 2023, "Stellantis' push to cut thousands of jobs while raking in billions in profits is disgusting. This is a slap in the face to our members, their families, their communities, and the American people who saved this company 15 years ago. Even now, politicians and taxpayers are bankrolling the electric vehicle transition, and this is the thanks the working class gets. Shame on Stellantis."[1]1

The renegotiation of the UAW contract was an opportunity for the UAW to make Detroit automakers go back on their promise of electrifying the fleet by 2035. Yet the UAW in its new contracts did not succeed in getting the Detroit automakers to give up making the cars people want to buy.

Ford Motor Company president Jim Farley estimated that the industry will need 40 percent fewer workers to produce EVs rather than gas-powered cars and light trucks. That's 200,000 fewer jobs in 2030 and 400,000 fewer jobs in the long run. The EV plan is poison for auto workers and the UAW should have tried to change it.

This was the ideal time to apply pressure because Detroit automakers are waking up to reality. Ford is losing $60,000 per EV sold and unsold EVs are piling up on dealers' lots. After promising the Biden administration that they would eliminate

[1] United Auto Workers, UAW Statement on Job Cuts at Stellantis, *https://uaw.org/uaw-statement-job-cuts-stellantis* (accessed May 1, 2023).

most of the cars Americans want to buy from dealer lots by 2035, GM and Ford last month announced they are cutting back on projections of EV sales and lowering production targets for the cars and batteries.

Ford Chief Financial Officer John Lawler said *on a media call*, "Given the dynamic EV environment, we are being judicious about our production and adjusting future capacity to better match market demand." He announced that Ford is postponing $12 billion of spending and investment on EVs, including a Kentucky battery plant, after *it halted* its $3.5 billion Michigan-China battery partnership in September.

This follows an announcement by General Motors on Oct. 17 that it is pausing expansion of electric pickups "due to evolving EV demand."

A new UAW contract should have forced the Detroit automakers to shelve plans to go all electric.

It is not only auto company employees are hurt by plans to go all EV. There will also be layoffs in auto parts companies, and mechanics who repair gasoline-powered cars. EVs have fewer parts, and the new batteries come from China. Local mechanics who repair internal combustion engine cars now will not be able to repair EVs. It is a tragedy that Americans' jobs in auto plants, in auto parts manufacturing, and in auto repair and upkeep are being sacrificed to Chinese nationals (sometimes with forced labor) making EVs, batteries and electric vehicle components.

Detroit auto makers are going along with new proposed regulations on automobile emissions from the Environmental Protection Agency that would require new car sales to be 60 percent battery powered electric by 2030 and 67 percent by 2032, compared to fewer than 6 percent in 2022. EPA is also planning new rules for power plants, driving up the costs of the electricity needed to charge these vehicles. These rules would not only eliminate American auto-related jobs but raise driving costs for Americans.

The UAW could have helped all American families by taking a stand against EVs in the negotiation process. But it did not. Most Americans prefer a gasoline-powered vehicle. The best-selling car in America is the Ford F–150 pickup truck. Small businesses, farmers, and Americans who need to get to work, school, or shopping use these vehicles every day.

New electric vehicles cost more than gasoline-powered vehicles. The electric version of the base version of the Ford 150 pickup truck, the best-selling vehicle in America, costs an additional $26,000. Tesla's base prices start at about $40,000 for a Model 3 and go up to almost $100,000 for a Model X. These are staggering costs to impose on American families. Cars are part of the American Dream for many Americans, a dream that for too many American families is put out of reach by these new regulations.

Charging will also cost more. At the same time as EPA has proposed new rules for automobile emissions, it has also proposed new rules for emissions from power plants. EPA plans to regulate carbon dioxide and other so-called greenhouse gas emissions from both new and existing natural gas and coal-fired power plants, and require carbon capture systems or a switch to hydrogen fuels. These systems for capturing carbon are costly and will be passed on to consumers in the form of higher electricity rates. Drivers will find it more expensive to use electricity for all purposes, including charging their electric vehicles, harming poor and middle-class drivers the most.

Recharging an electric vehicle from empty can take over an hour, compared to 5 minutes to fill up with gas. If there is a line to use the charging station the wait can double. Most people do not want to let their EV battery go below 20 percent, and the charging rate goes down when it is charged over 80 percent. Throughout America the poor rarely have access to indoor garages for overnight charging, and in most large cities, such as New York City, the middle-class also have no access to indoor charging. Using charging stations on the street, if available, risks theft of expensive charging cables.

Battery-powered vehicles lack sufficient range to satisfy most American families. Although 60 to 70 miles of range is enough for most trips, people buy cars for all circumstances, including vacations and cold weather. Moreover, batteries lose up to 40 percent of their range in cold climates. A study by *Autocar* shows that electric vehicles lose, on average, a third of their range in the winter, which reduces the typical 240-mile range to 160 miles. If a heat pump is added to the car, the loss is less, but still the 240-mile range would shrink to 180.

The loss of range in cold weather is one reason why, at the end of 2021, the latest full year available, North Dakota had 380 electric vehicle (EV) registrations, the

fewest in the United States. Wyoming has 510 registered EVs, South Dakota had 680 EVs, and Alaska had 1,290. In comparison, there were 563,070 registered EVs in California and 95,640 in Florida.

Minerals such as lithium and cobalt are essential for batteries. Mining for these minerals is energy-intensive, and the Chinese Communist Party (CCP) has facilitated access to domestic and foreign minerals for battery production. Lithium is mined in western China's Qinghai Province, aided by government funding, and China purchases cobalt for electric batteries from Kisanfu, in the Democratic Republic of Congo. The United States makes opening new mines virtually impossible, even though the jobs generated would help all Americans, particularly the poor and middle class. Thus, EVs will result in a massive increase in mining in countries that have no respect for the environment or human welfare. The sorts of mining that will be conducted as a result of the rule will be bad for the environment and are frequently performed by child workers.

Electric vehicles are not emissions free. In addition to batteries made with fossil fuels, increased electricity demand places additional stress on the electrical grid, as California has found out from rolling blackouts. Electricity to charge EVs is made with natural gas and coal, because wind and solar powers a small share of America's electricity. EPA *admits that* "We expect that in some areas, increased electricity generation would increase ambient SO2, PM 2.5, ozone, or some air toxics."

Union Membership and the PRO Act

Unions do not act in the interests of all American families, but in their own interests. Although American families find better uses than union dues for their hard-earned dollars, and union membership has been declining for decades, some in Congress are still trying to push Americans into unions. The latest data from the Bureau of Labor Statistics show that 6 percent of private sector workers belonged to a union in 2022, down from 6.1 percent in 2021. The total union membership rate was 10.1 percent in 2022, down from 10.3 percent in 2021. During the 1950's, one third of American workers belonged to unions, and in 1983, the last year for which comparable data exists, 20.1 percent of workers belonged to unions.

Although this is not a problem for American workers, who get to keep more of paychecks, it is a problem for union leaders, because their salaries depend on union dues and initiation fees. That's why union leaders and their supporters are trying to change the law to force hard-working Americans into unions through the *Richard L. Trumka Protecting the Right to Organize Act of 2023* (PRO Act), a bill that would expand the power of union leaders at the expense of workers.

American workers have been wise to reject union membership. Before Congress passed the *American Rescue Plan* in 2022, which authorized $36 billion in taxpayer funds to shore up failing union pension plans, such as the Central States Pension Fund, 2.5 million union workers and retirees would not have received their promised pensions because unions did not take care to fund members' pensions. Even after the massive taxpayer-funded pension bailout, plans are in trouble. In 2023, the Labor Department *listed 45 union plans* in critical status, defined as less than 65 percent funded, or in endangered status, with less than 80 percent funded. Unions desperately need new workers to join, because they pay contributions for many years without withdrawing money.

Union leaders and their allies on Capitol Hill believe the way to increase membership after decades of decline is to pass the PRO Act, which would make it easier to organize workers against their will. The idea behind the PRO Act, and different proposed regulations now being issued by the Department of Labor and the National Labor Relations Board, is to encourage employment by large businesses rather than by small franchised businesses or free-lance work. Workers in the gig economy are seen as falling through the cracks in a fissured workplace, to use the words of Professor David Weil, former administrator of the Wage and Hour Division at the U.S. Department of Labor.

The PRO Act would restrict the ability to be an independent contractor, and it would attempt to define employees of franchised businesses as employees of the corporations that manage the franchise. This would harm millions of working Americans who work as independent contractors and in the franchise business sector.

The PRO Act would weaken the right to a secret ballot in elections for union representation, providing scope for intimidation and corruption by exposing workers' votes to employers, colleagues, and union officials. It would allow the National Labor Relations Board to overturn secret ballot elections and put in place a union using signed cards, which are not secret.

Equally harmful, the PRO Act would impose mandatory binding arbitration on contracts between workers and employers, if the union and the employer fail to reach an agreement on pay and benefits. These mandatory terms are unprecedented in American labor law and revoke the basic principle of collective bargaining—that employers and unions are free to disagree unless they voluntarily accept arbitration.

Another provision in the PRO Act would abolish right-to-work laws passed in 27 states. These laws protect workers by stating that employers cannot force employees to join a union as a condition of employment. Many right-to-work states have lower unemployment rates and higher rates of economic growth than other states.

Proposed penalties from the PRO Act include fining employers that hold staff meetings at which union organizing is discussed; and creating new fines of $50,000 per firm for unfair labor practices. Such fines could put small firms out of business or discourage them from challenging union organizing.

In our highly competitive economy *with 9.6 million unfilled jobs*, workers have many options and shouldn't be forced by the PRO Act to pay union dues and fund failing union pension plans. Many Americans believe they can get great pay, safe working conditions, and wonderful benefits without help from a union. Workers may not want to have an adversarial relationship with their employer, instead they may want to feel pride in their career and their employer. Big union contracts may be too risky for the business in the long-term and ultimately may have a negative impact on job security. Workers don't trust union leaders, and the new UAW contract provides additional justification.

Thanks for giving me the opportunity to testify today. I would be glad to take questions.

The CHAIR. Thank you. Senator Cassidy are you going to introduce the next——

Senator CASSIDY. Yes. My next witness is Sean Higgins. Mr. Higgins is a Research Fellow at the Competitive Enterprise Institute, specializing in labor and employment issues. As a journalist, he has covered the intersection of politics and economics for two decades.

He was a Senior Writer for the Washington Examiner, Washington correspondent for Investor's Business Daily, and a contributor to publications including Reason Magazine and National Review Online.

His scholarship includes a study on the long forgotten legislative history of the National Labor Relations Board Act and an analysis of the PRO Act. His testimony will discuss how the NLRA was intended to protect the rights of individual workers to join or not join a union, and how the PRO Act does little to expand the rights of individual workers.

Mr. Higgins, welcome. Thanks for being here. We look forward to your testimony.

STATEMENT OF SEAN HIGGINS, RESEARCH FELLOW, COMPETITIVE ENTERPRISE INSTITUTE, ARLINGTON, VA

Mr. HIGGINS. Thank you. I will try and keep this within 5 minutes. Chairman Sanders, Dr. Cassidy, Members of the Committee, thank you for the opportunity to speak today. My name is Sean Higgins, and I am a Research Fellow for the Competitive Enterprise Institute.

CEI first and foremost stands for the individual worker. We support the workers' right to engage in collective bargaining and the right to refrain from engaging in it, support the rights of the individual worker to do as they choose and oppose any encroachment upon those rights.

Preserving the right to dissent, to stand apart from and oppose the crowd, no matter how unpopular that stance might be to others, is important and should be protected just as much in this sphere of labor as is in civil rights. Those rights must be remembered as we consider the impact of labor unions.

I would like to start by discussing a bit about the National Labor Relations Act itself, because my research suggests the principal author of the Act would agree. The introductory section of the law says, "it is declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining."

The sections use of the word encouraging is often cited by individuals as the rationale for legislation or Federal rules designed to prod workers into joining unions. That the Federal Government's role is to encourage unionization. That is not what the law's author and New York Senator Robert Wagner, a Democrat, said at the time of its passage, however.

His view is that the Government should be a neutral arbiter. He would defend the rights of those—it would defend the rights of those who sought to engage in collective bargaining, provided that doing so was their own affirmative choice.

In testimony before this very same Committee in 1935, Senator Wagner said, "that is all this bill does so far as I can see. It leaves the worker a free man to organize or not to organize as he chooses and that is all it does."

Lest you think I am taking a single section out of context, in another exchange with another witness in the hearings, Columbia University Economist, Dr. Paul Brissenden, Senator Wagner denounced the, "propaganda, which has been pretty widespread, that the purpose of this Act is to impose some particular union upon the manufacturers of the United States.

This bill does not do anything of this kind except that it does make the worker a free man, so he may decide whether he wants a union or not. And if he wants one, what particular union he wants to represent him, or whether he wants to remain unorganized."

The NLRA, as it should be understood, was originally fix it legislation. Collective bargaining rights for private sector workers in general was first granted in 1933 as National Industrial Recovery Act.

With Federal law now affirming the right to collective bargaining, unions at the time made a concerted push to organize industries that had previously resisted it. The industrial leaders of the time fought this with strikebreakers and 1934 became one of the bloodiest years ever for labor unrest.

This tied up all manner of commerce. Factories went idle. Goods didn't ship. As the Country was still trying to get out of the Great Depression. A second related problem emerged, corporations responded to the new Federal law with a, if you can't beat them, join

them attitude, and created unions of their own for their employees to join.

If you work for GM, congratulations, you can now join the Chevrolet Employees Association. Quite a few GM employees did. The degree to which they were pressured to do so was unclear. The independent unions at the time called these company union sham organizations for the obvious reason.

A company run union has a clear conflict of interest and therefore—and was therefore unlikely to properly serve the interests of the workers. That said, such organizations did not appear to be illegal under the Industrial Recovery Act.

Wagner's NLRA was meant to rectify this, to assert—to affirm the right to collective bargaining, while also ensuring that workers were not coerced into joining labor unions they did not wish to join or did not reflect their interests.

"That is all—that is what I am interested in. Whatever the men want to do. If they want to bargain individually or through an organization within a plant, that is all right, only if it is the free choice of the men," Wagner told this Committee.

It should be further noted that the NLRA section encouraging collective bargaining follows a preamble about certain substantial obstructions to the free flow of commerce and the need to mitigate and eliminate these obstructions when they have occurred.

In short, encouraging collective bargaining is called for as a solution when labor unrest has created a ripple effect that threatens the broader economy. This is a reference to the violence that occurred in the year before the law's passage.

The purpose of this hearings is to tout and promote unions as a boon to the economy and to workers. CEI does support a worker's right to engage in collective bargaining. It also supports the worker's right not to engage or otherwise opt out. Attempts to expand collective bargaining by workers can easily fall into the trap of coercing workers and making them do things on the basis of, for your own good.

The Protecting the Right to Organize Act would, for example, strip workers in 27 states of the right to decide for themselves if they wish to join or otherwise support a union. Nothing about a right to work law prevents workers from joining or being active in unions, if they wish, however. They simply preserve the right of the individual to dissent. The best force for raising a lot of the individual workers is a strong economy with a tight labor market.

We have seen over the last year and a half what happens when employers are put in the position of having to compete for workers. Wages rise and benefits expand on their own. With that, I thank you and I am happy to take any questions.

[The prepared statement of Mr. Higgins follows:]

PREPARED STATEMENT OF SEAN HIGGINS

Chairman Sanders, Dr. Cassidy, ladies and gentlemen of the Committee, thank you for the opportunity to speak today. My name is Sean Higgins and I am a research fellow for the Competitive Enterprise Institute.

CEI first and foremost stands for the individual worker. We support the worker's right to engage in collective bargaining and their right to refrain from engaging in

it. We support the rights of the individual worker to do as they choose and oppose any encroachments upon those rights. Preserving the right to dissent, to stand apart from and oppose the crowd, no matter unpopular that stance might be to others, is important and should be protected just as much in the sphere of labor rights as it is in civil rights.

Those rights must be remembered as we consider the impact of labor unions. I would like to start by discussing a bit about the National Labor Relations Act itself, because my research suggests the principal author of the act would agree.

The introductory section of the law says: "*It is declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining*."

The section's use of the word "encouraging" is often cited by individuals as the rationale for legislation or Federal rules designed to prod workers into joining unions—That the Federal Government's role is to encourage unionization.

This is not what the law's author, New York Senator Robert Wagner, said at the time of its passage. His view was that the government should be a neutral arbiter. It would defend the rights of those who sought to engage in collective bargaining, provided that doing so was their own affirmative choice. In testimony before this very same Committee in 1935, Senator Wagner said "*That is all that this bill does, so far as I can see. It leaves the worker a free man to organize or not to organize as he chooses, and that is all it does*."

Lest you think I am taking a single section out of context, in another an exchange with another witness in the hearings, Columbia University economist Dr. Paul Brissenden, Senator Wagner denounced, "*[The] propaganda, which has been pretty widespread, that the purpose of this act is to impose some particular union upon the manufacturers of the United States . . . this bill does not do anything of this kind except that it does make a worker a free man so he may decide whether he wants a union or not, and, if he wants one, what particular union he wants to represent him, or whether he wants to remain unorganized*."

Wagner said in an April, 1935 nationwide radio address, "*The malicious falsehood has been widely circulated that the measure was designed to force men into unions, although the text provides in simple English prose that workers shall be absolutely free to belong or to refrain from belonging to any organization*."

The NLRA, it should be understood, was originally fix-it legislation. The first Federal law to include collective bargaining rights was the Railway Labor Act in 1926, but that was limited to the transportation industry. Collective bargaining rights for private sector workers in general was first granted in 1933's National Industrial Recovery Act. The hope at the time—this was the Great Depression—was that collective bargaining would increase worker wages. The law inadvertently sparked a year of unprecedented labor strife. With Federal law now affirming the right to collective bargaining, unions made a concerted push to organize industries that had previously resisted it. The industrial leaders of the time fought this with strike breakers and 1934 became one of the bloodiest, if not the bloodiest, years ever for labor unrest. This tied up all manner of commerce—factories went idle, goods didn't ship—as the country was still trying to get out of the Great Depression.

A second, related problem emerged: Corporations responded to the new Federal law with a "if you can't beat'em, join 'em" attitude and created unions of their own for their employees to join. If you worked for GM, congratulations, you could now join the "Chevrolet Employees Association." Quite a few GM employees did. The degree to which they were pressured to do so was unclear. The independent unions of the time call these company unions sham organizations for the obvious reason: A company-run union has a clear conflict of interest and was therefore unlikely to properly serve the interests of the workers. That said, such organizations did not appear to be illegal under the Industrial Recovery Act.

A final problem was that the Industrial Recovery Act was itself being challenged and would eventually be declared unconstitutional by the courts for reasons not directly related to its labor provisions.

Wagner's NLRA was meant to rectify this: to affirm the right to collective bargaining and protect the exercise of it while also ensuring that workers were not coerced into joining labor unions that they did not wish to join or did not reflect their interests. He attempted to thread this needle by affirming that joining in collective bargaining was an individual right and that refraining to join was just as valid of a choice. The worker's interest came first, regardless of what it was.

"That is what I am interested in. Whatever the men want to do, if they want to bargain individually, or through an organization within a plant, that is all right, only if it is the free choice of the men. Of course, we are all for that. That is all I am seeking to do, to make the worker a free man to make his choice, and I think I have been emphasizing that," Wagner told this Committee.

It should be further noted that the NLRA's section "encouraging" collective bargaining follows a preamble about "certain substantial obstructions to the free flow of commerce" and the need to "mitigate and eliminate these obstructions when they have occurred." In short, encouraging collective bargaining is called for as a solution when labor unrest has created a ripple effect that threatens the broader economy. This is a reference to the violence that occurred in the year before the law's passage.

The Biden administration's decision last year to step in and force a contract on the railroad industry and its unions is the type of scenario that was being envisioned in the NLRA—even if that particular action involved the Railway Labor Act. The administration feared that a strike by the railway workers would create a replay of the supply chain crisis of 2021 and so it stepped in and bound both sides to a contract to prevent that potential economic disruption.

Incidentally, CEI opposed the Biden administration's intervention in that instance. We believed there was still time remaining for railroad industry management and the unions to strike a deal on their own. It's not uncommon for such negotiations to be resolved at the 11th hour, after all. CEI believes the administration acted prematurely and out of fear.

The purpose of this hearing is tout and promote labor unions as a boon to the economy and to workers. The CEI does support a worker's right to engage in collective bargaining. It also supports a worker's right not to engage or to otherwise opt out. Attempts to expand collective bargaining by workers can easily fall into the trap of coercing workers, of making them do things on the basis of "for your own good." The Protecting the Right to Organize Act would, for example, strip workers in 27 states of the right to decide for themselves if they wish to join or support a union. Nothing about right to work laws prevent workers from joining and being active in unions if they wish. They simply preserve the right of the individual to dissent.

The best force for raising the lot of the individual worker is a strong economy and a tight labor market. We've seen over the last year and a half what happens when employers are put in the position of having to compete for workers: wages rise and benefits expand on their own. The so-called gig economy should also be allowed to flourish. The ability of workers to sell their labor to the highest bidder—or, to use the old-fashioned term, "freelance"—should be encouraged, not restricted.

With that, I thank you and am happy to take any questions.

[SUMMARY STATEMENT OF SEAN HIGGINS]

CEI support the individual worker's right to engage—and to refrain from engaging in collective bargaining. The legislative history of the National Labor Relations Act (NLRA) makes clear that the intent of the law, as expressed by its author Senator Robert Wagner, was the government should be a neutral arbiter. It should defend the rights of those who want to join a union—as long as doing so is their choice.

The NLRA was designed to address worker strife resulting from workers asserting their collective bargaining rights under the National Industrial Recovery Act and industrial leaders fighting their attempts to unionize. This unrest tied up commerce as the country was still trying to get out of the Great Depression.

Another problem emerged: corporations created unions of their own for workers to join. These company-run unions had a clear conflict of interest and were therefore unlikely to serve the interests of workers.

Finally, the National Industry Recovery Act would later be declared unconstitutional.

These developments set the stage for passage of the NLRA, which was to protect workers' choice to join or not join a union.

The best force for helping individual workers is a strong economy and a tight labor market, when employers have to compete for workers. Attempts to expand collective bargaining, such as the PRO Act, can fall into the trap of coercing workers to join unions "for their own good."

The CHAIR. Thank you very much. Now we begin the questioning. Let me ask one question to the three union representatives here. And it is a two part question.

My first part is, in your experience, how do workers feel about the reality that there are CEOs in America now make 350 times more than the average worker?

Question No. 1.

Question No. 2, what plans do you have to organize the unorganized in your areas of influence? Mr. Fain.

Mr. FAIN. Thank you, Mr. Chairman. I guess in both those questions, I mean, the CEO pay issue, obviously we highlighted that a lot throughout the process. And it is despicable that someone—it would take one of our workers 350 years to make what a CEO makes in a year.

The CHAIR. The head of C—of GM made how much?

Mr. FAIN. $29 million.

The CHAIR. Okay. And—wages at one of the automobile plants was what?

Mr. FAIN. Prior to this contract, $16 something an hour. But the sad irony in this is just the fact that we workers in this country are fed up, and that is what this is all about.

It doesn't just matter for UAW members. This is working class people in general. We have to ask ourselves what kind of society we want to live in. And co-pays run rampant. We hear the talk about competition all the time, of being competitive and us being competitive with the transplants.

But it is funny, I don't hear that talk when it comes to CEO pay. The average big three CEOs make almost $25 million, $30 million a year. The average CEOs of the transplants make around anywhere from $3 to $5 million. But we never hear that argument.

The CHAIR. All right. Let me ask you the second part of the question, organizing efforts. What plans do you have to organize unorganized workers?

Mr. FAIN. We are going to organize like hell. It is—I have said this throughout the last year that when you bargain good agreements, when you set a standard, people want to be a part of that success.

It is what changed my grandparents life. It is what changed millions of workers' lives in this country back in the 30's, 40's, and 50's, and 60's. And so we have had thousands of workers from nonunion plants reach out throughout this process, want to be a part of this, and we are going to go to work.

The CHAIR. Mr. O'Brien, same question. How do your—how do workers in general, in your experience, feel about huge income and wealth inequality we are seeing? What kind of organizing efforts are you planning?

Mr. O'BRIEN. Well, I think first and foremost——

The CHAIR. Microphone, please.

Mr. O'BRIEN. Sorry. I think first and foremost, Chairman Sanders our members obviously want to be rewarded for the work that they do.

I know there was, prior to us coming to the record settlement with UPS and many other agreements that we have negotiated in the last 20 months is that people that have never performed the job, people that have never touched a package, people that have never went out and delivered through the toughest times, the pandemic, putting themselves and their family at risk are rewarding them—with rewarding themselves with record bonuses and pay and obviously record profits.

All the while, our members were status quo. There is no doubt that CEO pay has increased, I think, since 1979 on the average of 1,400 percent. And I think the average U.S. worker, both nonunion and union combined, has only increased by about 17 percent. So, there is a huge disparity there and our members don't like it.

But the reality is, is that is why we have the ability to collectively bargain and hold these employers accountable, and actually state facts for the record on what our members do as far as organizing goes.

We are utilizing any and all collective bargaining agreements, especially now, as a template to show the nonunion workers the benefits and protections that they will receive when they join a union. And there is no better testimonial than actually holding a contract that has been signed by an employer that guarantees the terms and conditions.

Now, if you would ask a nonunion employer to or if you ask someone that is nonunion to go to their employer and say, could you guarantee me these, would that nonunion employer sign that?

The CHAIR. Okay. Ms. Nelson.

Ms. NELSON. Flight attendants and other workers are enraged that when they can't make ends meet, that they have got every person in the house working two and three jobs or overtime just to try to get by and still scraping from paycheck to paycheck, that other people are living in lavish, lavish conditions.

That airline executives are hiring private jets to fly them out of a city that no one else who has to buy a consumer seat can get anywhere from there. They are absolutely outraged by it, and that is why they are organizing. Delta Airlines has made twice in billions what the other airlines have made.

They have written off of the backs of the employees who have made that airline successful, and they have not paid the same in pay and benefits. And that is why Delta flight attendants, Delta mechanics, the Teamsters, and Delta ramp agents with the International Association of Machinists are organizing right now to try to take back what is theirs.

As I said before that SkyWest flight attendants have woken up to what their airlines have tried to do to pull the wool over their eyes, and they contacted us, and we are eager to organize. So, we are supporting organizing for over 40,000 workers right now with our union of just over 50,000 workers.

These airlines and these other companies are spending billions of dollars on union avoidance rather than investing in the companies to make them better for the consumer and the and the employees—wasting that money.

But there is another way to go. And Microsoft has decided that it is better to sign a union neutrality agreement with the union to give the employees the free right to join the union. And when a worker comes to a manager to ask them what they should know about the union, they are giving the supervisors the instruction to tell them, go to the union website.

That is how it should be done. That is what freedom is and that is what it would look like to have a free society and an equal society, is to give workers the power to actually bargain their fair share.

The CHAIR. Thank you.

Senator Cassidy.

Senator CASSIDY. I am going to defer to Coach Tuberville first, but I am going to ask that the two documents that Ms. Furchtgott Roth mentioned be added to the—unanimous consent that these be added——

The CHAIR. Without objection.

[The following information can be found on page 73 in Additional Material:]

Senator CASSIDY. Senator Tuberville.

Senator TUBERVILLE. Thank you, Mr. Chairman. Thank you for being here today. Mr. Higgins, our economy is in incredibly shaky position. Inflation is off the chart, especially after COVID. With all the strikes over the last few years, has that played an impact on our economy?

Mr. HIGGINS. Have the strikes played an——

Senator TUBERVILLE. Yes.

Mr. HIGGINS. I don't know that they have had much of an impact as of yet, but certainly the increase in pay is going to have—it creates the problem of potential wage price spiral and that could—that will increase inflation itself.

Senator TUBERVILLE. Yes. Mr. O'Brien, we had a hearing not too long ago about, we are going to be probably over a million truck drivers short in the next five, six, 7 years. What are the Teamsters doing in terms of recruiting and planning for this in terms of recruiting and training?

Mr. O'BRIEN. Well, I think first and foremost, what I testified to earlier is very helpful. As a result of us settling our record UPS agreement, I think some—at the previous hearing there was some numbers put out.

There were UPS drivers who only made $59,000 per year. That is not true. On their own website, they make $162,000 per year. So, by us raising industry standards, that will help in the recruitment.

We also have a very robust military training program where people come back from the military and we train them and place them in companies like ABF, United Parcel Service, T-Force, and many other partners that we have as employers.

I just want to be clear, not every relationship that we have with employers is adversarial. We work day and night to make sure that we create opportunities so that these companies can be successful.

There are some companies that obviously can't, and we bear the brunt of that, but we do work with our partners to make sure that we fulfill the needs of this country and keep supply chains moving.

Senator TUBERVILLE. Thank you.

Mr. O'BRIEN. Thank you.

Senator TUBERVILLE. Mr. Fain, the Biden administration's prioritizing climate change, we all know that. We have seen it. We felt the repercussions from it going to electric vehicles in 2027 and beyond. Two-thirds of the new vehicles on the road are supposed to be EV.

Going through all those EPA regulations are out of sight. So, what is your thoughts on the availability of the union jobs and the push to EVs, and the automatic EV industry?

Mr. FAIN. Thank you. I, look, we believe in a green economy. We always have been. The UAW has always led the way when it comes to environmental issues.

Senator TUBERVILLE. Does it cut back on jobs? I keep hearing that.

Mr. FAIN. It doesn't have to. We, through this contract, we didn't just only bargain for battery work. I think what it gets lost is there is battery train workers, electric drive, motor workers, e-motors, and housing, and covers.

We negotiated for all those things. But the other thing we also did was we negotiated to bring the combustion engine work back to some of our plants from Mexico and other areas. And so we have to see the direction it goes.

But we are going to embrace this. We are going to run from it. But our biggest concern to all of this is it needs to be a just transition in this process where workers aren't left behind.

Senator TUBERVILLE. Is it true that we are building most of our combustible engines South of the border now?

Mr. FAIN. Some not most. I mean, we have in the big three, I mean, we have several engine plants or transmission plants. Some of that has ramped down due to this transition. But we secured things in this contract to obviously to, like I said, to bring work back and protect on both sides of this.

Senator TUBERVILLE. Yes. Ms. Nelson, we all fly quite a bit. But what is the biggest complaint from flight attendants? And don't give me money. I am not talking about money. What is the biggest complaint now, where we can get more qualified, consistent flight attendants on flights?

Ms. NELSON. What is very difficult is that today it is extremely combative in the cabin, and we have fewer staff than we ever have. So, there is fewer flight attendants and passengers——

Senator TUBERVILLE. That is not going to get any better. We have got to have people to break up these fights obviously.

Ms. NELSON. Yes, absolutely. And leadership to encourage people to come together and understand that we can actually safely get from one place to another without having a brawl is very helpful.

Appreciate leaders around the country talking about unity and talking about how we are better off when we work together to en-

sure that safety and security come first. And that people can come to work without being fearful of being a punching bag.

Senator TUBERVILLE. Yes. I think we would all agree too. We got to get more people back to work training. I came from the education field, get more kids into technical training other than going to 4 year school that are not getting anything out of, to be able to get a job like most of you supply. So, thank you for being here today. Thank you. Thank you, Mr. Chairman.

Ms. NELSON. Thank you.

The CHAIR. Thank you. And we are going to work on an apprenticeship program. I think that is vitally important.

Senator Casey.

Senator CASEY. Mr. Chairman, thanks for having this hearing, you and the Ranking Member, and bringing in leaders to talk about workers and corporate greed, but also the promise of union organizing.

We are so grateful to be with these leaders. I wanted to start with obviously a related issue, and that's what has been termed greed-flation. And we just did a report about this last week, when major corporations are taking advantage of consumers by jacking up prices and blaming inflation just because they can without any kind of scrutiny.

When they jack up those prices, they hurt a lot of families. And that is what we are seeing all across the country. Here is the reality. Just between 2020 and '21, just between those few years, corporate profits rose 75 percent, five times the rate of inflation. That is, I think, for so many Americans, an abomination when corporate profits are exploding by 75 percent, five times faster than inflation.

When I travel across Pennsylvania, I hear about this every single day, whether it is people trying to pay their grocery bill or other household or family expenses, and greed-flation is impacting our families. This is documented. This isn't some theory.

We can document and we do in the report. And if anything, it has elevated the significance of unions and why union organizing has never been more important to get just to give a worker in his or her family a shot at being able to make ends meet because they have the benefit of a union.

Unions like those that are represented here today are critically important in this fight for workers, strengthening workers' rights and protections, including the fundamental right to organize, which, by the way, is under threat.

Anyone who thinks just because we had a legislation in 1935, the National Labor Relations Act, that everything is Okay, every day of the week, that right is under threat across the country. It is essential, that right to organize is essential to building an economy that works for all Americans.

My first question is, President Fain, not just because you have had a couple of successful months with your organizing, but I will start with you. As you know from the deal, the historic deal that you just negotiated securing wage gains for auto workers, the big three are another example of this.

They have seen record profits and they have given their CEOs millions in salaries and bonuses while fighting to deny their workers' a raise and keep their car prices high. How has corporate greed affected American car prices and worker wages?

Mr. FAIN. [Technical problems]—several things. When you talk about corporate profits exploding, I mean, the thing I don't want to get lost here is that at the same time they were exploding, worker pay was regressing, and conditions were regressing.

I have had— Mr. Higgins was talking about how increases in pay will impact the economy and negatively. This goes back to the fear mongering that takes place any time we bargain a good contract.

The next scenario that gets put out there is that the world is going to end because working class people make a livable wage, and it is going to drive the price of vehicles up. But when you talk about what has happened the last 4 years, there is a sad irony to me. I didn't hear anything about this.

Over the last 4 years, the price of vehicles went up 30 to 35 percent over the last 4 years. It wasn't due to work or pay going up. It wasn't due to our benefits changing. It was due to one thing corporate greed and consumer price gouging. And that is what has got to change in this country.

That is one thing I have learned throughout this process, throughout this bargaining process and throughout my career is— I have listened to analysts and people that write up ads and things.

One thing I have learned is that most of these people have no clue what the hell is even going on in the work we do. And so they might be great professors, great pundits, but at the end of the day, I have been at the bargaining table.

I have lived—I have been on the faculty working on the shop floor, working class people matter. And when working class people withhold their labor, nothing moves. And that is what people need to realize in this country.

Billionaire class can build all the factories they want, if workers refuse to withhold their labor, it will—they won't build a thing. And so, that corporate greed and consumer price gouging is all behind us.

Senator CASEY. Mr. Chairman, can I just add something for the record? If I could ask consent to submit for the record this greedflation report that we released last week.

The CHAIR. Without objection.

[The following information can be found on page 76 in Additional Material:]

The CHAIR. Senator Cassidy.

Senator CASEY. Thank you, Mr. Chairman.

Senator CASSIDY. Thank you, Mr. Chair. I have a few minutes and so I am going to ask you to be brief. Mr. Fain, the headline I just came across, Stellantis Offers Buyouts and Early Retirement to 6,400 U.S. Nonunion Workers as The Auto Industry Hits Turbulence.

Now, you don't know for sure, but after the very good contract you were awarded they are now laying off 6,400 people. It seems a little bit like a tube of toothpaste. If you squeeze here, it is going to do something down there.

I think that would be something that Ms. Furchtgott Roth would point out. Any thoughts on that? And again, be brief, because I have other questions.

Mr. FAIN. [Technical problems]—exactly, good question. I think there is 15 billion reasons why——

The CHAIR. Yes, all right.

Mr. FAIN. I am sorry?

The CHAIR. Talk into the mic, please.

Mr. FAIN. I will give you 12 billion reasons why that doesn't have to happen, Okay. When Stellantis took over, they went on a price cutting on a labor cost cutting.

Senator CASSIDY. No, but that was about a decade ago. So BP——

Mr. FAIN. No, no, no. Stellantis just took over within the last 4 years. But when they took over, they went to—they want to cut their way to profitability, but they do it on the backs of workers, and they don't have to cut those jobs. They chose to cut those jobs. Has nothing to do with our contract.

They made $12 billion in the first 6 months of this year and are continuing to make billions as we went through the bargaining process. So, again, to me, it is just—it is shortsighted goals to recognize profits. And I have heard it said over and over by leaders in the past, you can't cut your way to profitability.

That is what—that is a shortsighted way of doing business, and it is not sustainable for the long term, so.

Senator CASSIDY. Okay. So, Mr. O'Brien, Yellow Trucking is obviously going belly up, it appears. And they had come to the Teamsters in June, I am just reading press reports, and asked for some help.

It specifically mentioned you that we are not going to get tough attitude is how the paper, the article put it, and now they have gone belly up. There are reports that the Teamsters came back in August to try and make things better, but by that time it was too late.

Now, there it seems, again, going back to the witnesses, Mr. Higgins and Ms. FGR, that this kind of approach brought a company under and now we have a lot of Teamsters who are going to be unemployed.

Mr. O'BRIEN. With all due respect, Dr. Cassidy that is inaccurate on the yellow situation.

This yellow situation has been going on since 2009, where our members have given back in concessions with the recommendation of the union to try and save this company since 2009, $5 billion in wages and benefits. And this company was awarded under the Trump administration a $700 million——

Senator CASSIDY. Loan——

Mr. O'BRIEN. Loan, right. And the company has been mismanaged. And they did not come to us in August. They came to us early on. We tried to work with them and find solutions to the problem.

All the while, after their initial meetings, they started—and we found this after the fact. They started draining. They told us they would be out of money by August, and that if we didn't help them, then they would go under. All the while they were taking their executive bonuses, the CEO pays and——

Senator CASSIDY. But in the scheme of things——

Mr. O'BRIEN. They can blame anybody they want. That company was mismanaged since 2009. There is facts and records to show exactly what our members——

Senator CASSIDY. I won't argue about the quality of their management. It does seem, though, that as—when I read the benefit packages that the drivers got, they would argue that they could not afford that.

But that is their perspective. I am sorry, I just have limited time. Ms. Furchtgott-Roth, I remember distinctly that Mr. Fain had made comments that the rapid transition to all EV vehicles was part of what was contributing to the loss of jobs. I saw a cartoon, the green economy will create jobs, unfortunately most of them are in China.

You commented as well on that in your testimony. In response to Coach Tuberville, Mr. Fain kind of soft pedaled that, but any thoughts on that? In effect, President Biden's environmental policies have contributed to some of this loss of jobs in the auto industry.

The CHAIR. Microphone.

Ms. FURCHTGOTT ROTH. Mr. Fain did say very clearly in April of this year, shame on politicians for moving forward to 100 percent EVs because this is bad for our auto workers' jobs.

I was especially puzzled why during the negotiations he didn't try to get these auto workers to drop their own self-imposed goal of going all EV by 2035. And Mr. Fain has just said that he has got some of the internal combustion engines to move back from offshore, but they are not going to be able to use them after 2035—at least they say they are not going to be able to use them.

They say they are not going to use them. So why is that? It is not under the law. So, he should be able to persuade them that his members' jobs are more important, plus what Americans want to buy, small businesses, farmers, they all need cars with internal combustion engines.

Senator CASSIDY. Mr. O'Brien, the—this is also the—this the HELP Committee and the P stands for pensions. And it was mentioned earlier, I think by Mr. Higgins, that the Central States Pension Fund had received money to help bail out their, I think, $36 billion or something like that, to bail out their in arrears situation.

It is my understanding that the roster submitted by the Central States Pension Fund had nearly 3,500 dead individuals submitted to the Pension Benefit Guaranty Corporation. Somebody commented it is a little bit like the voting rolls in Chicago.

But as a result of this, the pension fund was awarded $127 million in additional bailout money. Now, is the pension fund going to refund that to the American people?

Mr. O'BRIEN. I would assume it wouldn't. I assume the Government would go after that if that is clearly what——

Senator CASSIDY. I think this Administration has made the decision that they are not going to. That is this kind of administration, that decision. That is actually not kind of a taxpayer type decision.

Mr. O'BRIEN. Look, I will go on record as saying if someone was given something they weren't entitled to, they should refund it.

Senator CASSIDY. Sounds great. Can I quickly on Mr. Higgins—Mr. Higgins, you mentioned the joint employer rule is a boon to employees.

I think my understanding is if you got—if you have a Subway and you have got seven employees, and four of them vote to unionize, that young entrepreneur or that person of color who has got their first business has to unionize, and of course, with increased cost and hassle.

Any quick comment on that, because the Chair is being indulgent, but still. Quick comments?

Mr. HIGGINS. Well, as far as the joint employer goes, it doesn't directly impact unionization itself. But in terms of it does—it sort of bleed back toward the corporate parent.

That is, I believe, the intent here. If you are organizing, you have to organize, and the franchisees, you have to organize them piecemeal by one by one. But if the franchisor is the—considered the joint employer for all of its franchisees, then you can simply direct your campaign at the franchise or a corporation and it—and do it that way.

I believe that is the sort of underlying impetus.

The CHAIR. Senator Baldwin.

Senator BALDWIN. Thank you, Mr. Chairman. I want to begin by recognizing the incredible leadership of the three union leaders before us today, from winning historic gains at UPS and the big three, to protecting airline workers during the COVID pandemic. You have really served your members quite ably.

Despite these bright spots, it has been a tough year for union workers in Wisconsin. President O'Brien, when you came before this Committee earlier this year, I asked you about the announced closures of two Energizer battery plants in Wisconsin. These facilities in Fennimore and Portage were formerly Rayovac facilities.

Rayovac was an iconic Wisconsin company. These workers represented by the Teamsters, and by the way, I had a chance to visit with some of them just a few weeks ago in Fennimore. When Rayovac was acquired by Energizer in 2018, the Federal Trade Commission shocked investors when it appeared to really rubberstamp that merger with no conditions attached.

By the way, that same merger was treated very differently by regulators in Europe. After the approval, consumers began paying higher prices for batteries, not lower. And nearly 600 Wisconsin union members stand to lose their jobs as the company moves

those jobs to Singapore and North Carolina, both facilities, without represented union labor.

I have urged the Federal Trade Commission to actually retroactively review that merger approval. I have asked them on two occasions, so far without any luck. Then in July in Wisconsin, Master Lock announced that it would close its Wisconsin plant, which has operated in downtown Milwaukee for nearly 100 years.

Shortly after its parent company acquired a lock business from a competitor, the company decided to move 400 jobs, 330 of which are UAW members, to Mexico and to China. We have seen this playbook in Wisconsin before, and so I am currently working on legislation that would require the Federal Trade Commission to consider the impact of mergers on workers, in addition to the other considerations, because the workers are the ones who bear the brunt of the "efficiencies" found after a consolidation.

I am really tired of seeing our high wage union jobs in Wisconsin go to nonunion states or abroad. These companies hire consultants who see cutting union jobs as the way to increase their margins, but I see it as cutting off your nose to spite your face.

The truth is that unions provide the security and wages necessary for workers to develop skills, expertise, and institutional knowledge that are the bedrock of innovation and growth. But too many in corporate America are not interested in innovation or growth anymore.

Many large companies only want to look at the very short term quarterly capitalism, extract value, cut wages, close facilities, and increase buybacks all to enrich themselves and their investors.

It is a big question with very little time left for the three of you, but how can we change the culture of corporate America to get these companies to see their union workforces as an asset to be grown instead of a cost to be cut?

The CHAIR. Senator Baldwin is right. Very little time. Be very brief with your answers, please.

Mr. FAIN. Well first, I mean, when 26 billionaires have as much wealth as half of humanity, we have a crisis in this world. I don't see these things—with the Master Lock situation, I don't see it as any effort of efficiencies.

I am going to call it what it is. It is corporate greed at the expense of working class people. It is driving a race to the bottom. We have to want better for this country. I don't care what party someone is.

If you truly believe that paying someone poverty wages is the pathway to a successful nation and a successful economy, I don't know what you are smoking. So we have to have a just transition initiative.

We have to look at workers' wages and benefits, and we have got to stop the race to the bottom.

Senator BALDWIN. Thank you.

Mr. O'Brien.

Mr. O'BRIEN. —[technical problems]—in that situation you describe with Energizer, those jobs are gone. They are not coming back.

Right now, you have 600 people that have had long term careers there, who have raised families, put kids through college, and were depending upon retiring out of there. They are working under a severance agreement, so those jobs are gone.

I think to sum it up quickly, we need more oversight over these mergers to make sure that, first off, we keep these jobs in America. But more importantly, we have got to mitigate any type of damages or attacks on these workers for their ability to join a union as well.

I mean, they are going to go to North Carolina, which is right to work. And it is proven that the medium average wage in right to work states are far less than the non-right to work states. So, we have got to have more oversight on these mergers and acquisitions.

Ms. NELSON. I agree with you completely on everything that you said, Senator Baldwin. And we do need a better look at the impact of mergers on workers.

In fact, actually, there has not really been a look at the impact on workers in the Jet Blue, Spirit merger, which is actually going to improve jobs and increase competition in the airline industry, giving one more airline at the highest level, competition with the others to drive those jobs to better standards and also to give consumers better choice.

We need to have that. But we also need to have constraints on stock buybacks, and we need to move away from this idea of the quarterly earnings, because even the best CEOs that I have worked with who have wanted to run a very good company have been forced by the people who own the company—they are no longer the decision makers.

They are driven to send more and more money to Wall Street rather than investing in the company, investing in the workers, and investing in what is going to be good for the consumers. So, we have to remember that a rising tide lifts all boats, but the working class is the tide, and that is what we have to focus on.

The CHAIR. Thank you.

Senator Mullin.

Senator MULLIN. Thank you, Mr. Chairman. Just to get a little factual on what Mr. O'Brien just said about right to work states versus forced to work states.

According to the compensation data report of the U.S. Commerce Department, an average salary for private sector employee in 2019 was $4,000 higher than the average employee in forced union states, stating that right to work states pay more.

Now, if we also want to break this down to statistics which were quoted earlier by Mr. O'Brien about wage differences, if you talk to the Bureau of Labor Statistics, in nonunion jobs, their average salaries raised 14.6 percent compared to 11 percent wage increase on unionized workers from 2020 to 2023.

If you go back to the percentage of union workers, because if unions was working so well, then you would see an increase in union jobs, not a decrease. 50 years ago, 33 percent of our labor force was union.

Today, it is 10.1 percent. If you go back and you start looking at wage earned, if you actually compare comparable wages to ages, not a partisan point, but you go to all wages earned, not just comparing 16 and over to 54 to 64 year old ages, you will see that the actual average, according to the Bureau of Labor Statistics, that if you subtract the union dues, it is actually higher nonunion employees are getting paid, by roughly 1 or 2 percent, which is exactly what union dues are, is 1 to 2 percent of their salary.

I just wanted to set the record straight on that. And that is coming from statistics, all right. Now, let's talk about Mr. O'Brien himself, his behavior. As everybody knows in this hearing, the last time him and I kind of had a back and forth.

Appreciate your demeanor today. It is quite different. But after you left here, you got pretty excited about the keyboard. In fact, you tweeted at me, one, two, three, four, five times. And let me read what the last one said, it said, "Greedy CEO who pretends like he is self-made."

Sir, I wish you were in the truck with me when I was building my plumbing company myself and my wife was running the office, because I sure remember working pretty hard and long hours.

"Pretends like he is self-made. What a clown. Fraud. Always has been, always will be. Quit the tough guy act in these Senate hearings. You know where to find me. Any place, any time, cowboy." Sir, this is the time, this is a place. You want to run your mouth. We can be two consenting adults. We can finish it here.

Mr. O'BRIEN. Okay, that is fine. Perfect.

Senator MULLIN. You want to do it now?

Mr. O'BRIEN. I would love to do it right now.

Senator MULLIN. Well, stand your butt up, then.

Mr. O'BRIEN. You stand your butt up.

The CHAIR. Hold on—no, hold—stop it. No, no, sit down. You are a United States Senator. Sit down, please. Hold it. Hold it. If we can't—no, I have the mic. I am sorry.

Senator MULLIN. This is what he said.

The CHAIR. Hold it. You will have your time.

Senator MULLIN. Okay.

Mr. O'BRIEN. Can I respond?

The CHAIR. No, you can't. This is a hearing, and God knows the American people have enough contempt for Congress. Let's stop——

Senator MULLIN. I don't like——

The CHAIR. You are—[Technical problems.]

Mr. O'BRIEN. I don't like you because you described yourself.

The CHAIR. Hold it. Hold it. You have the mic. You have time.

Senator MULLIN. All right——

The CHAIR. Make your statement.

Senator MULLIN. All right. Then let's do this, because I did challenge you, and I accepted your challenge. And you went quiet.

Mr. O'BRIEN. No, I didn't go quiet. I was—you challenged me to a cage match, acting like a 12 year old——

The CHAIR. Excuse me. Hold it. No, excuse me——

Senator MULLIN. I will say exactly——

The CHAIR. Senator Mullin, I have the mic. You have questions on any economic issues, anything to say, go for it. When I hear the talk about physical abuse——

Senator MULLIN. You brought——

The CHAIR. We are not here to talk about physical abuse——

Senator MULLIN. Let me—let me show you this hearing because I want to expose this thug to who he is. And——

Mr. O'BRIEN. Do not point at me. That is disrespectful.

Senator MULLIN. I don't care about respecting you at all——

Mr. O'BRIEN. I don't respect you at all.

Senator MULLIN. Let me——

The CHAIR. Hold it, hold it. No. [Technical problems.] Please, please——

Senator MULLIN. Alright.

The CHAIR. This is a—excuse me——

Senator MULLIN. Mm-hmm.

The CHAIR. This is a hearing to discuss economic issues, alright?

Senator MULLIN. I am quoting exactly what he said.

The CHAIR. You can say what you want.

Senator MULLIN. This is your witness you have brought.

The CHAIR. This is my witness.

Senator MULLIN. Let me—I am exposing him.

The CHAIR. You can expose anything you want—no fight——

Senator MULLIN. In 2013—in 2013, O'Brien was suspended by the Teamsters for intimidating your own members. In 2014, you were part of what would you say, organizing the harassment, intimidation of the Top Shelf crew——

Mr. O'BRIEN. Chef not shelf——

Senator MULLIN. Oh, the Top Chef, Okay. And then and I think in the reports it said, sexual, racist, and homophobic slurs, and death threats, 14 tires were sliced, and 5 Teamsters were arrested. And you said, well, I had nothing to do with it.

But however, in that same statement, you said, but if I get called to testify, I will plead the fifth. This is what—this is the witness you brought in here. In 2017, you were removed as lead negotiator by then President Hoffa for UPS for your actions.

Then at '22, when this guy was elected, what he said after he got elected was he wanted to bring the mob mentality back to the Teamsters. This is your guy.

The CHAIR. You are obviously going to give him a chance to respond to your questions——

Senator MULLIN. Absolutely. Absolutely. Because this is my question, because you called me out, I didn't call you out.

Mr. O'BRIEN. Yes, you did.

Senator MULLIN. You said any time, any place.

Mr. O'BRIEN. That is—let's get the record straight.

Senator MULLIN. Okay, hold it—hold on——

The CHAIR. Hold it. Senator Mullin, do you have a question for the witness.

Senator MULLIN. Yes.

The CHAIR. Okay, let's hear it.

Senator MULLIN. Any time, any place——

The CHAIR. No, that is not——

Senator MULLIN. April is a charity event——

The CHAIR. No, that is not—that is not. No, no——

Senator MULLIN. He, sir, he said it, and this is——

The CHAIR. He is here to—no——

Senator MULLIN. [Technical problems]—on what questions can or cannot be asked? Now, I will ask him——

The CHAIR. No, you are not—we are not going to be talking about physical confrontation.

Senator MULLIN. Oh, this is about charity. For a union charity, because this the firefighters'——

The CHAIR. This is—you have a question on his—?

Senator MULLIN. April——

Mr. O'BRIEN. Grow up——[Technical problems.]

The CHAIR. Do you have a question on his—let's not be——

Senator MULLIN. You said it.

Mr. O'BRIEN. You are an embarrassment. You are an embarrassment.

Senator MULLIN. I am just simply answering it.

[Technical problems.]

The CHAIR. Hold it, hold it.

Mr. O'BRIEN. You reach out to me, buddy.

The CHAIR. Hold it. Senator Mullin, you made some charges.

Senator MULLIN. Charges?

The CHAIR. Mr. O'Brien, do you want to respond to his questions?

Senator MULLIN. Yes, go ahead, please.

Mr. O'BRIEN. Yes, I mean, look, the reality of it is——

Senator MULLIN. Accept my challenge——

Mr. O'BRIEN. Mr. Mulling—tough guy.

The CHAIR. Answer—hold it. Answer the questions. Please.

Mr. O'BRIEN. One—in fact, he made a lot of statements, right. And his statements are fiction, at best.

Senator MULLIN. Fiction? I read them.

Mr. O'BRIEN. [Mocking noises]—what?

The CHAIR. Answer the question, please.

Mr. O'BRIEN. I can't understand him, to be honest with you.

The CHAIR. All right.

Mr. O'BRIEN. He rambles so much. What was your question, actually?

Senator MULLIN. Oh, you said I made a lot of statements.

Mr. O'BRIEN. No, but what is your question? I don't understand the question. Could you repeat it?

Senator MULLIN. You said any time, any place.

Mr. O'BRIEN. What's your question?

Senator MULLIN. Accept the challenge.

Mr. O'BRIEN. What challenge?

Senator MULLIN. You said, any time, any place. I am accepting yours, so why don't you come back——

Mr. O'BRIEN. What challenge? What challenge are you talking about?

Senator MULLIN. April 30th. How about we do it for charity at the Smoking Guns in Tulsa, Oklahoma?

The CHAIR. No, we are not going to be talking about physical confrontations here.

Mr. O'BRIEN. You want to fight me?

Senator MULLIN. What do you say by any time, any place?

Mr. O'BRIEN. Let's have coffee, discuss our differences.

Senator MULLIN. Oh, that is what you said.

Mr. O'BRIEN. That is right. Exactly.

Senator MULLIN. All right, well, let's—have coffee.

Mr. O'BRIEN. Let's do it.

Senator MULLIN. I would love to.

Mr. O'BRIEN. I would love to——

Senator MULLIN. It is funny how you are backing out of——

Mr. O'BRIEN. I don't back on anything.

Senator MULLIN. You did.

Mr. O'BRIEN. You are the one. You are 100—should be the most influential people in this country making changes. You are focused on—you are focused on a debate that is not relevant.

Senator MULLIN. You keep texting me——

Mr. O'BRIEN. You are an embarrassment——

[Technical problems.]

The CHAIR. This hearing is about the condition of the working class in America. That is why we are——

Senator MULLIN [continuing]. A thug——

Mr. O'BRIEN. You are the biggest thug here.

Senator MULLIN. You brought him here.

The CHAIR. All right——

Mr. O'BRIEN. You are the biggest thug. Even your colleagues call you a——

The CHAIR. [Technical problems] I don't know why you do what you are doing.

Senator Hassan.

Senator HASSAN. Thank you very much, Mr. Chair——

The CHAIR. Senator Hassan——

Senator HASSAN. Senator Mullin, please yield. I have been recognized by the Chair.

Mr. O'BRIEN. Back to the corner.

Senator HASSAN. All right, now——

The CHAIR. The floor is yours.

Senator HASSAN. Chairman Sanders, I want to thank you for this hearing. I want to thank Ranking Member Cassidy, too, for participating in it.

I want to thank all of our witnesses for being here today. It is really a great time to be able to be with all of you and to be here with union leaders to discuss the important role that unions play in improving the lives of working families in New Hampshire and all across the country. I have three questions.

I would like to get through all three. I want to start with you, Mr. Fain. You talked in your opening remarks about the historic gains that the United Auto Workers have recently achieved. And I understand, and you mentioned, that soon after the agreements were announced, other automakers have boosted their employees' hourly wages and benefits.

Can you just talk a little bit, and try to keep it to 30 seconds to a minute, about how union successes lead to improved conditions for all workers?

Mr. FAIN. Yes. Thank you for that. I think this goes back to Mr. Mullin's previous comment about talking—I think he was—I respectfully disagree with his comment about that—in right to work states, workers make more money. And I think this is a prime example. We bargain our greatest contract in our history, the richest contract in our history, where it will change lives.

We set that standard. And immediately you saw Toyota, Honda, and now Hyundai changing their conditions, raising pay for their workers ,and shortening the progression to get the full pay from 8 years to 4 years, from 6 years to 3 years. And we did the same thing from 8 years to 3 years.

Obviously that is a direct result of the impact of what we bargained for. And I think it even goes a step further. I think during the COVID pandemic, I think people had to really reflect on what is important in life. And it is not working 7 days a week, 12 and 16 hours a day, working multiple jobs.

People want some semblance of a life, and they shouldn't have to work that much to make a living. That is what we should focus on in this country. And I think people see that and people want to be a part of that.

Senator HASSAN. Right. People should be able to know what their hours are, work hard during those hours, but then go to their kid's little league games and take care of their elderly parents, and shovel their neighbors' walkway.

Mr. FAIN. Life—work, life balance issue. That is—we talk a lot about that, yes.

Senator HASSAN. Yes. Thank you very much. Mr. O'Brien, workers' safety should be a priority for all businesses, yet unions still have to fight for basic worker protections. Our Country saw some of the hottest temperatures ever recorded this summer.

Many cities experienced extended periods well over 100 degrees. This puts employees working outdoors at serious health risk if temperature controlled areas or adequate break times aren't provided.

However, during this same period, the Teamsters had to fight to secure air conditioning in delivery trucks during their negotiations with UPS. Mr. O'Brien, beyond the health and safety implications, how does lack of access to basic protections impact worker morale and worker productivity?

Mr. O'BRIEN. Well, I think it is, the best example is what is happening at Amazon right now. You have a—have a company that has the most OSHA violations, that have to deal with egress issues over heat conditions where people are passing out, some are dying on the jobs.

That is the beauty of having a collective bargaining agreement that we have with UPS. There are mandates and plans in place to put air conditioning in the vehicles, make sure that the buildings that they are working in the warehouses are properly ventilated, make certain that we have safety committees that are part of the collective bargaining agreement—that mandate and monitor, and UPS is a fine example where we have the least amount of OSHA reportable accidents because we do have those checks and balances in place that protect our workers. It is not just a union versus nonunion issue.

We think that everybody—we set the standard in this last agreement where we think every employer should adopt the policies and procedures that we were able to negotiate in this industry.

Senator HASSAN. Right. And it improves worker morale if they know that they will have a—they will be safe in the workplace and that their health will be considered.

Mr. O'BRIEN. Well, I think if you go to a workplace that is going to protect you and be safe, then you can have a long term career there where your employer actually does care about you.

Senator HASSAN. Right. One more question for you, Mr. Fain. Investments in workers and their families pay off for businesses. Businesses that provide paid family and medical leave, for instance, are able to better attract people to the workforce and reduce turnover, which saves them time and money.

Mr. Fain, some paid leave benefits were included in the contracts that your recent—that your union recently negotiated. How will workers access to guaranteed paid leave impact the stability and success of the companies that they work for?

Mr. O'BRIEN. Well, we made—we got a lot of flak a lot of laughed at, mocked for some of the demands we put on the table, the 32 hour workweek being one of them.

All this gets back to us having work, life balance. And paid leave was a big issue. In the birth of a child or adoption or certain situa-

tions like that people need time to adjust to that. And that is something we don't talk about a lot publicly now.

But these are all work, life balance issues. To me, it goes back to mental health issues. Also, when people are working themselves to death 7 days a week, when they are working multiple jobs, scraping to get by paycheck to paycheck, this affects the mental health of our society, and I think that is why we see such an increase.

We have an obligation to give people adequate time to do those things. I mean, when you have a child, it is one of the greatest moments. I have two daughters. I mean, literally when both my daughters were born, I cried for a half hour. I mean, it is the most beautiful thing I have ever seen.

Senator HASSAN. Yes.

Mr. FAIN. I had to take vacation to spend time. But so I think it is a great benefit, and management does that—management already had that benefit. It was just basically giving our workers the right that the managers of the plant enjoy.

Senator HASSAN. Thank you. Thank you, Mr. Chair.

The CHAIR. Senator Braun.

Senator BRAUN. Thank you, Mr. Chairman. We have had these discussions before. I come from the world of full competition, transparency the things that classic markets are made of and engage consumer.

In so many instances, that is not the case anymore. You have got huge mega corporations, many of them multinationals. And we have had this discussion. I know Mr. O'Brien and I have had that, that is where you have got to have some counterweight. You have got to have a voice for employees.

When I hear stories of a CEO in a public company making 100 times the wage of the average employee, yes and thumbs went up to even more, I am going to say a figure much lower than that would not be the case in almost all small businesses, any business that is being held in check by true markets.

I come from a place where you are lucky to grow up in a community where you couldn't tell the difference between blue and white collar. Many of my employees were blue collar folks that ended up working their way up into management.

But I made this statement too. If you pay good wages and good benefits, you guys are probably not even needed because employees would choose probably not to even go there. Where I want to go is when it comes to the small business owner, most of whom make a living out of that small business.

To me, it is harder than just working for someone. It is in that same category, though. Your family is living off of it and you got to have a living wage, or you have to have a return on that business. And when it comes to union efforts that may be focused on the gig economy, small business, franchisees, which is where a lot of people get their start, almost none of them want any help.

Do you feel, and I would like to start with Mr. Fain, Mr. O'Brien, and Ms. Nelson, is your opinion that is not the bailiwick of what

you are interested in? Isn't there plenty to do where you have that disproportionate difference between employ and huge public companies that have a different characteristic from what I am describing?

Does that mean you should lay off of that area and focus on where the need is most? Mr. Fain, would you start?

Mr. FAIN. Thank you, Senator Braun. I think when you talk about competition, I understand. I just, competition to me, is a code for a race to the bottom and always has been because we simply find the lowest bidder.

But in what you are talking about with pay and benefits, I understand how that is being framed. But there is one thing that you didn't talk about, and that to me is why unions are really imperative, and that is a voice.

It gets lost in the shuffle a lot of times. But when you are an employee at will, you can be fired for any reason or no reason at all. That can't happen with a union. And so you can have an opinion. You can have a grievance. And you can raise those grievances.

Senator BRAUN. But do you think that is applicable at the level of small business in places that are there, scrapping at the lower end of the economy where they want that autonomy, and where in my observation, they generally are paying their employees more than they are making anyway.

I am not disputing. I am acknowledging that there is a place against super mega-corporations. But then I look at the PRO Act, which has got features where it looks like it tries to get into an area where I don't think there is a need. Give a brief response to that, and then I want to hear the other two.

Mr. FAIN. Small businesses, I don't like to take—my daughter as a dental hygienist. I mean, and I have seen one cut—one dental firm she worked for that kept cutting her wage, cutting her pay and, they have no repercussions.

They can either quit and go somewhere else or just deal with it. And so I do believe that there are things that apply in small business as much as it does larger corporations. Naturally, larger corporations have very different circumstances.

But I think people still need those protections. People work for dignity, and every job deserves to have dignity——

Senator BRAUN. Before I run out of time, Mr. O'Brien.

Mr. O'BRIEN. Yes. So, I just want to give you a brief history. I come out of rank and file small business, and we negotiate with big corporations nationwide on behalf of 1.3 million members.

We negotiate on small white papers, small businesses. And to your point, there is a difference between both. The one goal that we always look to achieve is to negotiate a contract, especially on the small business side of the smaller employers, that is obviously sustainable for them, but also rewarding for our members.

When you are going into these negotiations—and I come out of a family owned business where I worked for a great family that were just as hungry to be successful as we were, and they work just as hard.

Those are the people we don't want to hurt. Those are the people who we want to try and help. And we have helped, and we continue to help.

Senator BRAUN. Thank you for that distinction.

Ms. Nelson.

Ms. NELSON. Yes. Thank you so much for the question, because, of course, we do need to put the check on this massive chasm between those who are in the corporate class and those who are in the working class.

But in those situations, what the PRO Act is trying to do is to make sure that every single person in this country has the right to join a union. In many of these small businesses, sometimes the reasons that people are choosing to unionize has to do with sexual harassment, safety in the workplace.

Having that voice, like President Fain said, is critically important. And where people are running a good business and they have that dialog with their employees already, that may not be happening.

But the right for anyone to join a union and create that in the workplace, and actually create a better situation for those employers who may not be getting those issues to their desk—they may not be hearing about the issues of sexual harassment and bullying in the workplace, but through the union there is that protection to bring that forward, deal with those issues, and oftentimes resolve that and keep that out of litigation, which is going to be helpful to those businesses, too. So, I just give you one other reason why it can be very advantageous.

Senator BRAUN. Thank you.

The CHAIR. Thank you.

Senator Smith.

Senator SMITH. Thank you very much. Thank you to all of you.

I really appreciate what you just said, Ms. Nelson. I think that really captures a lot of what is happening here. So last month, I went to Hudson, Wisconsin, the home of Senator Baldwin, to walk the picket line with Local 722 of the United Auto Workers while they are on strike.

About half of those workers in Hudson are from Minnesota. And, I won't forget I talked to one of your members, Mr. Fain, who told me as he was there how worried he was that the big three CEOs were just going to wait him out—just hunker down and wait them out. But then he said it is scary, but sometimes you have to stand up for what you believe in, for what you know is right.

It is not right that these companies are making billions of dollars in profit while the people whose labor is producing that profit can't even afford to buy one of the cars that they make.

It seems to me that what hurts our economy is the concentrations of power and wealth. That means that only a handful of people are doing well, while regular middle class people are struggling to pay for childcare and maybe buy a house or take a vacation, which is something that everybody wants to do.

For me, these fights are about taking on this imbalance in power that exists in our economy. And so, my question to all three of you is why do you think that your members and your unions were ready to take on this fight right now? Why is this the moment?

For years, Americans have been dealing with this imbalance of power and struggling, watching the rich get richer while everybody else is just trying to figure out how to hold it together. Why do you think this has been the moment?

Mr. FAIN. Thank you. It is a great question. And as one thing I want to I guess elaborate more deeply on contrary to the thug label that some people like to put on us, I want to be clear about this, we want businesses to succeed.

Senator SMITH. Right.

Mr. FAIN. It does us no good to kill a business that doesn't do our members any good. It doesn't do—it doesn't do it for jobs. We want business to succeed, but it can't—we are not going to let it succeed at the expense of the worker.

That is the problem globally and in this country, is there is such a giant chasm between rich and working class now, and it has got to change. So we, I think our members, everything we have done resonated well with them this time, just from the fact that not just UAW members, not just union members, working class people in this country, in this world are fed up.

They are fed up with falling further and further behind, scraping to get by. And the dollar is not going anywhere as far as it used to go. And conditions just keep getting worse. So, I think we ran a contract campaign to get our members engaged on the issues and to make sure everyone understood what the battle was, and we were very transparent with our communication throughout this process, something I think our leadership hasn't done in the past.

We gave weekly updates to the membership and not just the membership, the whole world.

Senator SMITH. It seems to me you were really building a strong collaboration with your members. This wasn't a—I mean, this was not a top down kind of a thing. It was a grassroots sort of thing.

Mr. FAIN. It is a member driven——

Senator SMITH. Right.

Mr. FAIN. The one thing we wanted to change—when I took over as President was I wanted this to be a member driven union, not a top down oligarchy, where I just bark orders and beg people to follow. The members are who run this union now, and that is how a union should be.

Senator SMITH. Would Mr. O'Brien and Ms. Nelson like to—you are in a different, slightly different place, Ms. Nelson, but why do you think this moment is sort of the moment that is galvanizing this organizing and this change?

Mr. O'BRIEN. Well, I think speaking for the Teamsters Union, we represent 1.3 million members that are airline pilots to zookeepers and everything in between. So, we have a very diverse membership.

The one thing that I think has promoted organizing and promoted a thirst to be represented is during the pandemic, the majority of my members were all deemed essential workers.

They were providing goods and services to this country, whether it was delivering parcels, whether it was making sure that food was distributed out of warehouses and delivered by trucks, making sure rubbish was picked up, making sure that the hospitals or everything else was clean.

Senator SMITH. They were making sure everything held together.

Mr. O'BRIEN. I think in light of all the essential services our members provided, the one thing that was clear with all CEOs and with corporations where they were thriving during the pandemic. Their bottom line on their balance sheet kept expanding, and expanding, expanding.

I think our members obviously not naive to the fact on how much these corporations are making—

Senator SMITH. They can see it.

Mr. O'BRIEN. [continuing].—Wanted to be rewarded for their hard work, rewarded for putting their lives in jeopardy.

Some lost their lives, putting their families in jeopardy, sacrificing time at home to make sure that we provide a supply chain and essential goods and services to this country. So, I think that is one of the reasons why there is such an appetite and thirst to take a piece of that pie, so to speak.

Senator SMITH. Ms. Nelson, really quickly, before Chair Sanders gavels us both. Why do you think this is the moment for flight attendants and the people that you represent?

Ms. NELSON. Yes. Flight attendants often are the tip of the spear of anything happening socially or politically in this country.

What we saw was people coming on to our planes before the pandemic and walking through first class where the bigger seats are, and then walking to the next set of economy seats that maybe have more room.

As they get further and further back, their knees are up at their chin and there is no room for their back. You might be lucky if you get to sit your way around in the plane. So, we saw that the entire American public was really experiencing this very shared experience across industries about the way that the productivity had been moved to Wall Street, that more and more of people's time was being taken from them, that they can't make ends meet, that they can't travel to their place of work.

Then the pandemic came. And what they saw was that workers on the front lines were not only seen as a line item, they were seen as disposable. And this next generation hears that Social Security is going to be taken away from them. Any sort of protections are going to be taken away from them.

We are not making good on our promises. People are understanding that they can't—that the only way that they can fight back. The only way that they can fight for the American dream is to join together in unions and take that power and take it right to where the decision makers are, which is at the corporations who

are controlling our politics because money is controlling our politics. Now, that's why we are where we are.

Senator SMITH. Thank you very much.

The CHAIR. Thank you.

Senator Hickenlooper.

Senator HICKENLOOPER. Thank you, Mr. Chair and Ranking Member. I appreciate the hearing, the opportunity to hear both sides of the argument.

I want to say, Ms. Nelson, in case I don't get back to, when I was Governor, I think one of the reasons we were successful—I hired a woman named Ellen Golombek, who came in as the head—my Secretary of Labor, and she had been a flight attendant and organized flight attendants.

Her impact on the other leadership of our state was profound. In other words, she had a different way of resolving differences. And I have utmost respect for Mr. O'Brien, Mr. Fain, but I do think that sometimes having more women in organized labor is beneficial.

Ms. NELSON. We de-escalate and we lead. We don't challenge to cage matches. That is exactly right.

Senator HICKENLOOPER. Now, now, now.

[Laughter.]

Senator HICKENLOOPER. Let me—Mr. Fain, let me start with you. The Economic Policy Institute found that as union membership has declined, there has been a corresponding rise in income inequality.

Since the announcement of UAW tentative agreement with the big three, Toyota, Honda have all—Toyota, Honda, and others have subsequently announced wage increases for their workers.

Union advocates have always, of course, advocate for their members, but that has been made a couple of times already today, that this is a benefit that non-unionized workforces receive as well.

In addition to the wage increases, what are some of the other benefits that you expect to see for non-unionized workers following the recent tentative agreement? Did I make myself clear?

Mr. FAIN. Well, I mean, wage increases are one thing, but I mean, obviously, there is a lot of things we bargained for. I mean, health and safety standards. You look at with the EV industry alone, there are chemicals that aren't regulated yet that we know we are still working on.

When you have a union involved in that, there is a means for—we have safety committees that actually work on those things. So, safety is always a big issue. Work, life balance issues, just as we talked about, paid leave for employees with a birth or adoption of a child.

I mean there is several things, but we go on and on about—but it really comes down to I think, when you look at the wage bump right away that, what we call the UAW bump, I mean, I think it is just predominantly people go to work to try to sustain a living.

I think we focus a lot on the wages, and I think it gets a lot of focus. I think that is the immediate concern of these three compa-

nies, Toyota, Honda, and Hyundai right away was to raise wages because it is the quickest thing that is visible that will hopefully, in their opinion, discourage members from wanting to become part of a union, but——

Senator HICKENLOOPER. Absolutely, no, I couldn't agree more. And I think that bump is profound for so many people's lives, and we have heard about that from a different—a number of different speakers.

The electrification and that transition to decarbonize the transportation economy, this is a global trend. And we have had witnesses speak on these hearings before. They talk about once people drive an electric vehicle, they don't want to go back, and this is going to be driven by consumers.

Now, issues around cost certainly are relevant. The—in any new transition to a new economy, usually there are price differentials that we try to smooth over. As we transition to electric vehicles, unions are importantly negotiating deals that help balance the emerging technologies with job retention.

Obviously there is going to be some efficiencies here. Your tentative agreement included new commitments to ensure existing manufacturing plant workers can transition into the electric workforce.

Can you talk a little bit about how you approached negotiating that tentative deal of balancing the EV goals—I mean, climate change is real. I am not sure that we have had too many witnesses here that don't believe it is a real issue.

Figuring out how to get to a decarbonized economy is going to be critical. How do you look at protecting the workers' rights as we make that transition?

Mr. FAIN. Yes. I mean, our main concern going into this was the fact that we knew—[technical problems]—yes, our main concern going into this was we knew that this was on the horizon, and it was coming fast. So naturally, we talked about it a lot, a just transition.

We, no matter how this goes, no matter what the timing is on it, we want to make sure—and in just in the UAW alone, in the big three, 20 percent of the workforce is in powertrain work, which is making engines, transmissions that drive the vehicles. If that work does taper off naturally and batteries take that place and drive motors and things like that, we want to get a big piece of that.

That there is a transition where workers aren't left behind. So, we bargained for language to give our members flow rates into those jobs in the event that is happening.

That is how—to me, that is what a just transition is. It is not leaving people behind, but also new people that hire into those plants, that they won't work for poverty wages, which was the case in Baltimore—when I was elected President. We changed that now.

Senator HICKENLOOPER. I couldn't agree more. And I think that is going to be a big challenge for everybody, for both sides of every issue, for Republicans and Democrats, to figure out, as we do go through this great transition, which is real, and most of us think

it has to happen, how do we do that in such a way that the friction and the turbulence of the loss is minimized for the people that do the work.

Mr. FAIN. Yes.

Senator HICKENLOOPER. Anyway, thank you. I got to go preside, so I yield back to floor. Sorry to run off.

The CHAIR. Senator Markey.

Senator MARKEY. Thank you, Senator Sanders. Thank you, President Fain, for your work increasing the benefits for UAW workers at Ford, GM, and Stellantis. And I am sure that there is going to be a bouquet for you from the Honda and Toyota workers as well.

Thank you, Mr. O'Brien, for your work increasing the benefits for UPS workers. Thank you, Ms. Nelson, for your work in making sure that airline workers got the protections they needed in the pandemic.

Thank you for trying to organize the Delta flight attendants right now. Thank you, because the benefits will flow throughout our society. So, these are big fights, big wins. Unions are taking big swings at corporate greed—and disgusting union busting that cripple the working class.

My father, who was a union vice President, always said, you can't beg for your rights, you have got to take them. That is what you are doing. Workers across the country, from warehouses to schoolhouses, and hospital hallways, to the halls of Congress, are organizing, unionizing, and striking.

They are demanding better and taking back their rights. But the fights are far from over. As corporate greed runs rampant, we in Congress can't rest until these wins reach every worker in our Country.

Right now, Mr. O'Brien, Amazon forces workers to use scanners and devices to track their every move. Every box lifted, every delivery completed, every restroom break taken is accounted for by an algorithm and artificial intelligence. If these workers don't meet corporate quotas, they risk losing their jobs.

Faced with the choice of feeding their family or breaking their own back to meet these quotas, some workers end up with life altering injuries. In short, smart tech turns sinister when big corporations use it to turn warehouses into Big Brother. So, what do we need to do, Mr. O'Brien, to break this trend that Amazon is leading?

Mr. O'BRIEN. Right. Well, to break this well, this trend that Amazon is leading, I think we will take a look at what we achieved during the UPS agreement because we do the same exact work. And look, I apologize for not acquiescing to the cage fight in November. I was in—I mean, April. I was in——

The CHAIR. Don't worry about cage fighting——

Mr. O'BRIEN. No, I am just telling you, I was in a cage fight with UPS, one of the largest corporations, so I really couldn't entertain at that point. But what we did was we negotiated strip protections, and we know that the parcel delivery business is—and look, guilty as charged. We hit that send button on our computer.

We want our packages 2 days prior, right. And there are standards that are put in these companies that—productivity standards that are not attainable. And what we are able to do at UPS, protect against such unattainable productivity standards, make sure we protect the members, but more importantly, provide a quality of workforce that is going to be sustainable. And we did that through protections in our collective bargaining agreement.

At Amazon, you are 100 percent correct. Those workers at Amazon are held hostage by technology. They held hostage and held to a higher standard that is not achievable. And when the company decides you are no longer worth it, they just throw you out and recycle someone new in there.

That is why there is 150 percent turnover ratio. That is why they have the most injuries per OSHA. And that is why they need to be organized and protected under a collective bargaining agreement.

Senator MARKEY. Ms. Nelson, the theme of today's hearing is a rising tide lifts all boats, but we can say a rising tide lifts all planes as well. Earlier this year, I reintroduce my Good Jobs for Good Airports bill, which would provide airport service workers, baggage handlers, wheelchair attendants, airport restaurant workers with a living wage.

These workers play an essential role in making our aviation system run smoothly. By paying airport service workers. And the SEIU is trying to organize them fair wages and benefits we reduce turnover, retain experienced staff, and make our entire aviation system safer.

Can you speak to how the flight attendants and the CWA's work unionizing and representing flight attendants benefits all workers that keep our aviation system working?

Ms. NELSON. Senator Markey, you and I go back a long time, and it was just after 9–11 when you came directly to the crisis room and grieved with us and said that you would stick with us to make sure that aviation was secure.

We did several things together, 100 percent screening of cargo. You also were instrumental in making sure that the airport screeners who were going to the lowest bidder at—working for the airlines at that time. I remember these people. We saw them at all hours of the day.

They had to be there all hours of the day to provide for their families. And when we Federalized that workforce and when Congress changed to the pay and benefits of that Federalized workforce this year, to put that on the general schedule so that we can attract security workers to those jobs, then TSA was actually able to attract people. We were able to maintain that security.

That same—that same formula needs to be put in place for all of the workers at the airport. Every single person, from the concession workers to the people who push the wheelchairs.

We cannot take those planes off the ground if people are not getting fed properly. We have more people getting angry on the planes. We have medical emergencies on the plane, if they can't get the food.

We need to be able to take care of our disability community and make sure that aviation is open to everyone. When you have workers who can't make a living wage and are actually sleeping in the gate areas because they are working around the clock, shifts around the clock, and sometimes different jobs at that airport, that makes all of us less safe.

They also cannot live near those airports because they are usually in major metropolitan areas and they are having to take transportation sometimes 3 hours back and forth, so they don't even have time to go home between those shifts.

We have got to raise the standard for all of the workers. It is about safety, it is about security, and it is about basic dignity at work. We support you 100 percent. Thank you for always sticking with us and we are with you.

Senator MARKEY. My time is up, but I was also going to compliment you, Mr. Fain, for working to organize the electric vehicle battery plants in our Country. We have to make the transition to those being union workers all across the country. Thank you for that. Thank you, Mr. Chairman.

The CHAIR. Thank you, Senator Markey. We are going to wrap it up. Senator Mullin wants to say a few words. Then I will say a few words.

Senator MULLIN. Well, I am going to leave the last statement for Mr. O'Brien completely alone and move on. If you do want to really have that cup of coffee, reach out. We will sit down and talk about it.

Now, my differences with Mr. O'Brien has nothing to do with unions—zero. I have no problem with unions. I have problems with unions forcing people to join unions. But there is a place for them. And those that choose to join a union, join it. I have no issues with that. Mr. Fain, I enjoyed your behavior and honestly your comments.

Ms. Nelson, enjoy the fight, really do. And I want to make it very clear for people that want to join the union, that is fine. I believe in right to work states and let the employer and employee make the best decision what is best for their company, and that is it.

At the end of day, no company survives without employees, and no employees are hired without the company. It takes both in the same boat, we are on the same direction, to be successful.

I am only moderately successful because I was fortunate enough to have great employees that worked for me for a long time, and I was able to build a company with them. At the same time, they were actually able to live a very successful life too. So, appreciate the time, Mr. Chairman. Appreciate the witnesses that came in. Thank you.

The CHAIR. Thank you. Senator Luján just walked in.

Senator Luján.

Senator LUJÁN. Thank you so much, Mr. Chairman. And thank you to all of our witnesses for being here today. It is good to see you. I am going to catch my breath real quick. I apologize for just running up this way.

First off, Ms. Nelson, I want to say thank you for raising Al in your testimony, who is a retired police officer from New Mexico who the country lost, who his family lost on September 11th, on flight 175.

I want to thank you for not just keeping his memory alive, but everyone else who we lost that day. Thank you. Now, Mr. Chairman, I am the proud son of an ironworker. My mom retired after 33 years from local public schools. My brother is IBEW. My grandfather, my mom's dad was a union carpenter.

The turmoil that we saw, Mr. Chairman, was usually around holidays, and it was whether ironworkers or carpenters were stronger. My brother was of a younger generation, so he didn't get to insert himself into that specific conversation.

I had a roof over my head because people looked out for each other, because they got to stick by each other. And the family would often remark that they wish unions weren't needed. Think about why they came together decades ago and people not getting treated fairly.

People are getting taken advantage of. And whether it was decades ago or it was this morning, I have learned there is power in numbers. If you lean on each other, if you count on each other, you can usually get through something.

It is the same thing where if a neighbor of mine has a challenge, there is a hole in the roof or something, then every one of us that has a tool or the capability, or a pair of hands or one hand or two, whatever it may be that can get there and repair that, we do it together as a family.

But you lean on each other. You help each other in good times and in bad. And my dad often reminded me when he also picketed outside of Los Alamos National Laboratory with his local because he was concerned of unfair working conditions.

Now, the irony of all of that, Mr. Chairman, is my dad died from lung cancer because of exposure on the job. Because decades ago, they didn't have the technology necessary to give a damn about keeping people alive, or what they were breathing in every day.

Because they made a few extra bucks by not having the respiratory equipment that was needed, so they just let people get sick and die of cancer. Unions came together and said, that is not right.

They started fighting for more safety gear, more safety apparatus so that when someone worked a full shift, whether it was a morning shift, an afternoon shift, swing or graveyard, they could get back to their family home that night, and maybe on Sunday go to services together, or catch a ballgame together, or maybe a barbecue if they were able to.

Thank you for what you do because heaven knows that laws that Congress passed aren't strong enough to keep people alive and keep people safe. Because the laws that Congress passes create loopholes that allow folks, once it gets to a rulemaking, to create all the darned loopholes that exist so that people like my dad can't be here today, and he had a lot of living left in him—a lot of living left in him.

I miss my dad every day. I still argue with him on occasion when I am out in the field and I am working on his old 1972 Ford, because I can't get it to work the way that he did. But by the end of it, once it gets started, I apologize, and I ask for his forgiveness, and he sends it down because the tractor keeps running.

It doesn't shut down on me. That is the relationship I had with my dad. Now, Mr. Chairman, I have many questions here surrounding the concerns that I saw with the inequities with pay and what has happened to working families across the country.

I am going to submit these into the record and ask for these to be addressed. I am sorry that I got emotional today. Dad must be on the brain. Dad is always in my heart.

But just, thank you all for being here and hope that we can find a way forward to make sure that families are able to get to work, but also get to their families at the end of their shift. I yield back.

The CHAIR. Well, thank you very much, Senator Luján, for expressing not only about your family, I think, for millions of families in this country. And I want to thank all of the panelists which we had. Thank all of you.

Look, what we are dealing with today, and Senator Luján made this point and others have made the point, is some people have extraordinary wealth and extraordinary power. And the people on top have never, ever done better in the history of America.

More income and wealth inequality than we have ever had. More concentration of ownership. And what we have heard today is what is happening to ordinary people, how are they doing economically?

Well, in many cases, falling further behind, can't afford rent, can't afford food. Corporate profits are soaring. Can't afford to send their kids to childcare. So how do we deal with that issue when so few have so much power and so many are powerless? And the answer is what I think we have heard today.

The only way anybody has ever made success is when people come together. You can't do it alone. No worker is going to take on General Motors or Stellantis alone—they are not going to take on UPS, they are not going to take on United Airlines.

People have got to stand together. And when people stand together, they succeed. And we are seeing that now. And I think we are going to see more of that in the years to come.

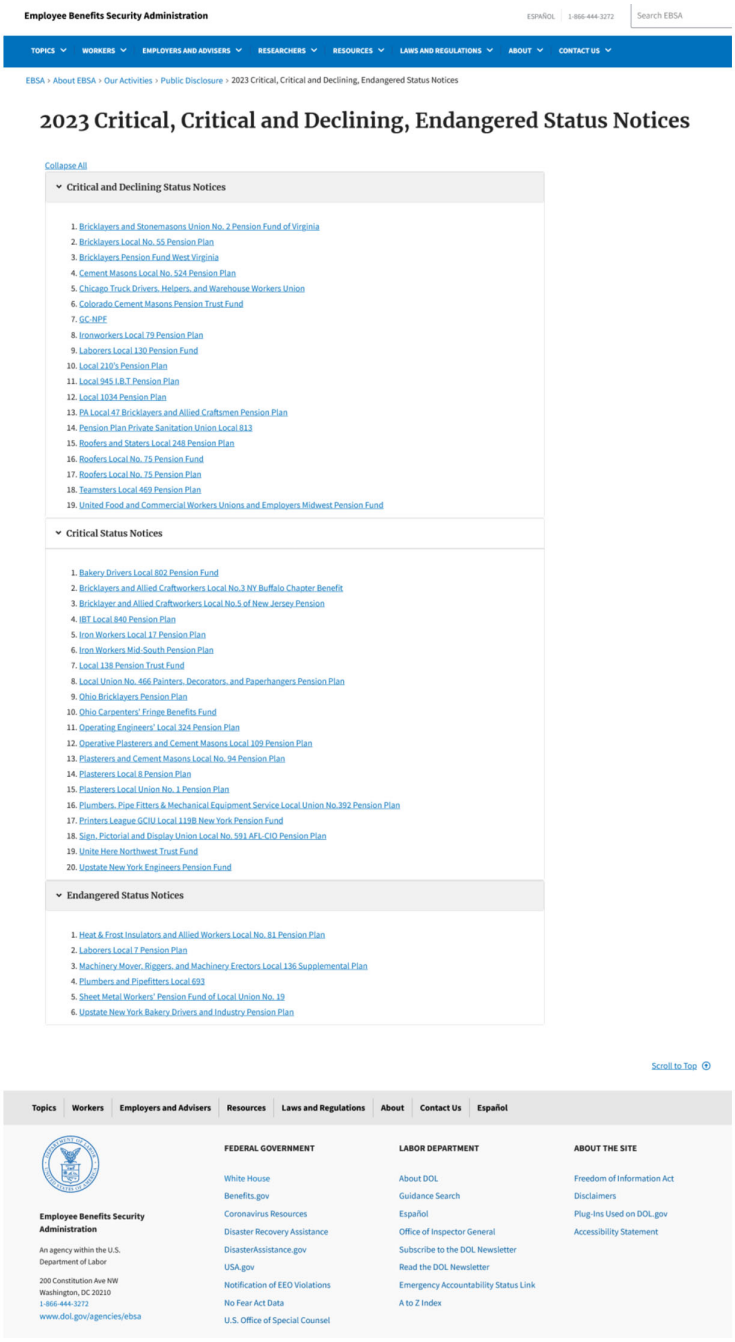
I want to thank all of our panelists, but obviously, for me, I want to thank our union leaders and workers all over this country who are demanding justice not only for themselves and their unions, but for everybody.

With that, this is the end of the hearing. For any Senators who wish to ask additional questions, questions for the record will be due in 10 business days, on November 29th. I ask unanimous consent to enter into the record any statement from stakeholder groups.

[The following information can be found on page 92 in Additional Material:]

The CHAIR. The Committee stands adjourned.

ADDITIONAL MATERIAL



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2023 Critical, Critical and Declining, Endangered Status Notices

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Critical and Declining Status Notices

1. Bricklayers and Stonemasons Union No. 2 Pension Fund of Virginia
2. Bricklayers Local No. 55 Pension Plan
3. Bricklayers Pension Fund West Virginia
4. Cement Masons Local No. 524 Pension Plan
5. Chicago Truck Drivers, Helpers, and Warehouse Workers Union
6. Colorado Cement Masons Pension Trust Fund
7. GC-NPF
8. Ironworkers Local 79 Pension Plan
9. Laborers Local 130 Pension Fund
10. Local 210's Pension Plan
11. Local 945 I.B.T Pension Plan
12. Local 1034 Pension Plan
13. PA Local 47 Bricklayers and Allied Craftsmen Pension Plan
14. Pension Plan Private Sanitation Union Local 813
15. Roofers and Slaters Local 248 Pension Plan
16. Roofers Local No. 75 Pension Fund
17. Roofers Local No. 75 Pension Plan
18. Teamsters Local 469 Pension Plan
19. United Food and Commercial Workers Unions and Employers Midwest Pension Fund

Critical Status Notices

1. Bakery Drivers Local 802 Pension Fund
2. Bricklayers and Allied Craftworkers Local No.3 NY Buffalo Chapter Benefit
3. Bricklayer and Allied Craftworkers Local No.5 of New Jersey Pension
4. IBT Local 840 Pension Plan
5. Iron Workers Local 17 Pension Plan
6. Iron Workers Mid-South Pension Plan
7. Local 138 Pension Trust Fund
8. Local Union No. 466 Painters, Decorators, and Paperhangers Pension Plan
9. Ohio Bricklayers Pension Plan
10. Ohio Carpenters' Fringe Benefits Fund
11. Operating Engineers' Local 324 Pension Plan
12. Operative Plasterers and Cement Masons Local 109 Pension Plan
13. Plasterers and Cement Masons Local No. 94 Pension Plan
14. Plasterers Local 8 Pension Plan
15. Plasterers Local Union No. 1 Pension Plan
16. Plumbers, Pipe Fitters & Mechanical Equipment Service Local Union No.392 Pension Plan
17. Printers League GCIU Local 119B New York Pension Fund
18. Sign, Pictorial and Display Union Local No. 591 AFL-CIO Pension Plan
19. Unite Here Northwest Trust Fund
20. Upstate New York Engineers Pension Fund

Endangered Status Notices

1. Heat & Frost Insulators and Allied Workers Local No. 81 Pension Plan
2. Laborers Local 7 Pension Plan
3. Machinery Mover, Riggers, and Machinery Erectors Local 136 Supplemental Plan
4. Plumbers and Pipefitters Local 693
5. Sheet Metal Workers' Pension Fund of Local Union No. 19
6. Upstate New York Bakery Drivers and Industry Pension Plan

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FCA US LLC PLEADS GUILTY TO MAKING ILLEGAL PAYMENTS TO UAW OFFICIALS

MONDAY, MARCH 1, 2021

The American Subsidiary of Stellantis Agrees to Pay a $30 Million Fine and be Subject to Federal Oversight

DETROIT—FCA US LLC (FCA, a/k/a Fiat Chrysler Automobiles), one of the big three American automobile manufacturers, pleaded guilty to conspiring to violate the Labor Management Relations Act, also known as the Taft-Hartley Act, by making illegal payments to officers of the United Auto Workers union, Acting United States Attorney Saima S. Mohsin announced today.

FCA is the American operating subsidiary of Stellantis, and it is headquartered in Auburn Hills, Michigan.

Today, a representative of FCA appeared in a virtual court hearing before United States District Judge Paul D. Borman and admitted that the company had conspired with other entities and individuals to violate the Taft-Hartley Act by making more than $3.5 million in illegal payments to officers of the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) during the period 2009 through 2016. During the conspiracy, executives of FCA, including Alphons Iacobelli, Jerome Durden, and others, engineered the illegal payments to senior officials of the UAW. During the conspiracy from 2009 through June 2015, Iacobelli was the Senior Vice President of FCA US LLC in charge of labor relations.

The illegal payments to UAW officials took various forms, including extravagant meals, rounds of golf, lavish parties for the UAW International Executive Board, an Italian-made shotgun, clothing, designer shoes, and other personal items paid for with credit cards issued by the joint training center. FCA executives also paid off the $262,000 home mortgage of former UAW Vice President General Holiefield. Holiefield and his widow also received hundreds of thousands of dollars directed through Holiefield's purported charitable organization, as well as companies controlled by him which had contracts with the training center. The illegal payments were passed through the UAW-Chrysler Skill Development & Training Program d/b/a the UAW-Chrysler National Training Center (NTC). Ostensibly, the NTC was supposed to provide training and health and safety protections for FCA workers. The UAW officials who accepted illegal payments included former UAW Vice Presidents Holiefield and Norwood Jewell, Holiefield's widow, Monica Morgan, and senior UAW officials, Virdell King, Keith Mickens, and Nancy Johnson. Morgan and all of the UAW officials, except for Holiefield, have pleaded guilty to conspiring to accept the illegal payments from FCA or tax charges. Holiefield died in 2014.

During the hearing, the United States and FCA presented their Rule 11 Plea Agreement to the Court. Under the terms of the agreement, FCA has agreed to pay a fine of $30 million, which represents a figure triple the base fine amount provided for the offense by the United States Sentencing Guidelines. In addition, FCA has agreed to be subject to probation for 3 years. During that 3 year period, an independent compliance monitor selected by the government will oversee the company's adherence to Federal labor laws.

The Court set a date for a sentencing hearing, where it will impose penalties based on the criminal conviction.

Acting United States Attorney Mohsin said, "Through its participation in this conspiracy, FCA violated Federal labor law and undermined the collective bargaining process and the faith of the UAW's membership in their leaders. By seeking a $30 million fine and 3 years of oversight by a court-appointed monitor, we are holding FCA accountable and sending a message to other companies that these types of crimes will not be tolerated."

"FCA US LLC conspired to make improper labor payments to high-ranking UAW officials, which were used for personal mortgage expenses, lavish parties, and entertainment expenses. Instead of negotiating in good faith, FCA corrupted the collective bargaining process and the UAW members' rights to fair representation. We will continue to work with our law enforcement partners to root out systemic corruption and fraud involving unions," stated Irene Lindow, Special Agent-in-Charge, Chicago Region, U.S. Department of Labor Office of Inspector General.

"Fiat Chrysler Automobiles used a program intended for the betterment of its employees to instead benefit itself. By providing money and valuables to UAW officials, FCA corrupted the labor-management relationship and broke the law," said Timothy

Waters, Special Agent in Charge of the FBI in Michigan. "This case sends a clear message that the FBI and its partners will hold both union leadership and corporations accountable when they violate Federal statutes."

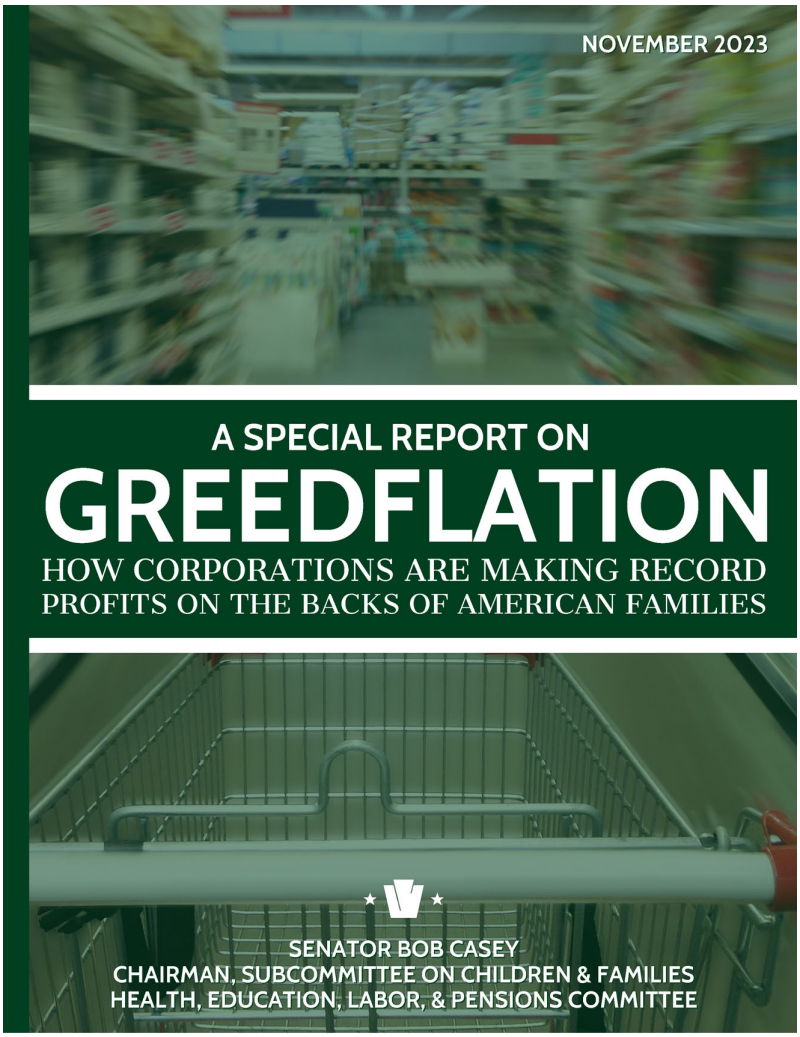
"Today's guilty plea should serve as a reminder that IRS-CI and our law enforcement partners will aggressively investigate any company who violates Federal law in an attempt to gain an unfair advantage in the marketplace," stated Sarah Kull, Special Agent in Charge of the Internal Revenue Service—Criminal Investigation Detroit Field Office.

"While the vast majority of union officials do their work diligently and without incident, unfortunately civil and criminal violations do occur. FCA's guilty plea today confirms that it attempted to corrupt the collective bargaining process in order to gain favorable contracts from the UAW at the expense of UAW members. FCA attempted that corruption by making more than $3.5 million in illegal payments to high ranking UAW officials," said Thomas Murray, District Director, U.S. Department of Labor, Office of Labor-Management Standards. "OLMS will continue to work with its law enforcement partners to hold accountable anyone—employer or union official—that unlawfully exploits their position in the collective bargaining process for personal or corporate financial gain without regard to the best interests of union members."

Thus far, as part of this investigation of illegal payments by FCA to UAW officials, as well as fraud and embezzlement by other UAW officers, 15 individuals have been convicted of convicted of Federal crimes, including three former FCA executives. They include former UAW Vice President Joseph Ashton (30 months in prison) former FCA Vice President for Employee Relations Alphons Iacobelli (66 months in prison), former FCA Financial Analyst Jerome Durden (15 months in prison), former Director of FCA's Employee Relations Department Michael Brown (12 months in prison), former senior UAW officials Virdell King (60 days in prison), Keith Mickens (12 months in prison), Nancy A. Johnson (12 months in prison), Monica Morgan, the widow of UAW Vice President General Holiefield (18 months in prison), former UAW Vice President Norwood Jewell (15 months in prison), former senior UAW official Michael Grimes (28 months in prison), and former UAW Midwest CAP President Edward "Nick" Robinson (12 months in prison). In addition, the following UAW officials have pleaded guilty and are awaiting sentencing: former UAW President Gary Jones, former senior UAW official Jeffrey Pietrzyk, former UAW Region 5 Director and UAW Board member Vance Pearson, and former UAW President Dennis Williams.

Acting U.S. Attorney Mohsin commended the outstanding work of the Internal Revenue Service—Criminal Investigations, the U.S. Department of Labor—Office of Labor-Management Standards and Office of Inspector General, and the Federal Bureau of Investigation in conducting a comprehensive criminal investigation into labor corruption activities involving a vital sector of the local and national economy.

This case is being prosecuted by Assistant U.S. Attorneys David A. Gardey and Erin S. Shaw.


NOVEMBER 2023
A SPECIAL REPORT ON
GREEDFLATION
HOW CORPORATIONS ARE MAKING RECORD PROFITS ON THE BACKS OF AMERICAN FAMILIES
SENATOR BOB CASEY
CHAIRMAN, SUBCOMMITTEE ON CHILDREN & FAMILIES
HEALTH, EDUCATION, LABOR, & PENSIONS COMMITTEE

A DAY IN THE LIFE

MEET ANNE

Anne is a Pennsylvania mom of two kids, ages six and two. She has a middle class job and took home the median household income in Pennsylvania: approximately $68,000.[1] In 2021 she spent nearly $67,000 for herself and her family, the national average.[2] With the right amount of budgeting, Anne's family has been able to live comfortably and pay their bills. But lately, Anne has noticed that her dollar isn't going as far as it used to. Some of this can be attributed to inflation, which has has squeezed the budget of families like Anne's over the last few years. But Anne can't shake the feeling that something else is going on. Even as inflation has moderated in the last year, Anne still struggles to make ends meet and wonders whether she is being taken advantage of.

Anne's intuition is correct: like millions of Americans, Anne is falling victim to greedflation. Corporations are using inflation as a cover to raise prices, while raking in record profits at the expense of Anne and middle class families like hers. This report will follow Anne through her typical day to show how greedflation is hurting her family.

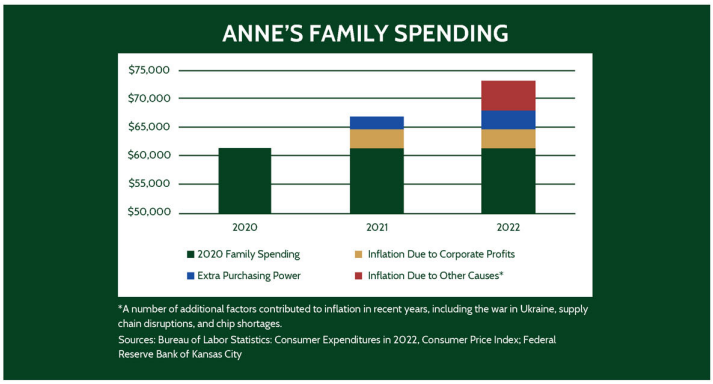
GREEDFLATION

While monthly inflation has slowed with the help of Democrats' passage of the *Inflation Reduction Act*,[3] families like Anne's are still living with artificially high prices. From July 2020 through July 2022, inflation rose by 14 percent,[4] but corporate profits rose by 75 percent over those two years,[5] five times as fast as inflation.

Corporations raised prices on consumers – not to offset inflation – but to increase their own profits. Federal Reserve research found that "corporate profits contributed a large percentage to inflation in the first year and contributed much less in the second" after the pandemic. In particular, they found that corporate profits accounted for all the inflation in the first year of the pandemic recovery (roughly July 2020 to July 2021) and 41 percent of inflation overall in the first two years of the post-pandemic recovery (July 2020 to July 2022).[6]

Putting that in terms of Anne's family budget: Anne's family expenses went up by $3,194 in 2021 and by $3,546 in 2022 just due to corporate profiteering.

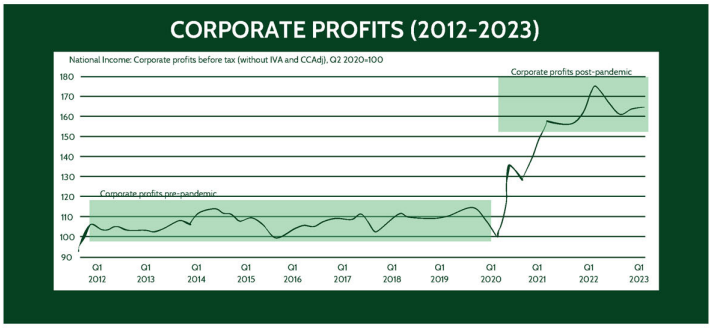
According to the Bureau of Labor Statistics (BLS) the average family spent $61,332 in 2020. Average family spending grew to $66,928 in 2021,[7] or 9.1 percent. It would seem like Anne was able to spend a lot more in 2021, but inflation also rose by 5.2 percent from July 2020 to July 2021. That means of the $5,596 extra she spent in 2021, about $3,194 was due to inflation. According to the Federal Reserve research, all of that $3,194 in inflation was due to corporate profit-taking.



In 2022, Anne's family spending grew with the national average to $72,967. That means that since 2020, her annual spending had grown $11,633, a 19 percent increase. Of her total increase in spending since 2020, $8,587 or 14.1 percent just went to catching up with inflation.

The year 2022 did see some inflationary events like the war in Ukraine and various supply chain disruptions for micro processing chips, lumber and other goods. But still, according to the Federal Reserve research, Anne's family paid $3,546 just toward corporate profiteering in 2022, above what she had paid in 2020.

In total in 2021 and 2022, Anne paid $6,740 more as a result as a result of greedflation. That $6,740 could have gone to new winter coats for her kids, or to enroll her oldest in after-school activities, or even a few family dinners out so that Anne could take a night off from cooking. Instead, it lined the pockets of corporate executives and wealthy shareholders. Corporate profits in 2023 remain well above their pre-pandemic levels. That means Anne will continue paying at least $3,546 for corporate greed this year.



Other analysts have reached similar conclusions as the Federal Reserve research and our report, finding that increased corporate profits comprise a large portion of increased inflation in the post-pandemic period. These analysts include the President of the European Central Bank,[8] the International Monetary Fund (IMF),[9] the Economic Policy Institute (EPI), and Roosevelt Institute, among others.[10]

MORNING ROUTINE: GETTING KIDS DRESSED AND FED

Anne starts each day by waking up her two kids to them get ready for school and day care before she drives to work. Her morning routine is the same as many Pennsylvania families—changing diapers, brushing teeth, pouring cereal, and rushing out the door. These days, for Anne and many others, mornings are no longer just hectic, they're also more expensive.

RECEIPT

HUGGIES DIAPERS

6%

from April to June 2023

In its Q3 2023 quarterly report Kimberly-Clark, the maker of Huggies, reported that the cost to make its products fell by $75 million, including in the segment that makes diapers. Instead of passing those savings along to consumers, Kimberly-Clark banked $168 million in operating profits in Q3 2023.[12]

CREST TOOTHPASTE

7%

from October to December 2022

In a filing with the Securities and Exchange Commission, Proctor and Gamble noted that a net sales increase in fiscal 2023 was driven by "higher pricing."[14] During a recent earnings call with investors, Proctor and Gamble reported that it does not see a need to offer sales or price cuts on their products.[15]

FROSTED FLAKES

14%

from June 2022 to June 2023

In its 2022 fiscal fourth quarter, Kellogg reported better-than-expected profit.[17] During its Q4 2022 earnings call, the company stated that "Our cash flow increased year-on-year" and discussed how it would spend more on buybacks and increased dividends.[18]

GROCERY STORE

On her way home from work, Anne stops by the grocery store to do her weekly shopping. She buys a chicken to roast for dinner that evening, snacks to pack in her kids' lunches, and a few pints of ice cream as a treat. She also stocks up on household products like dish soap, toilet paper, and surface cleaner.

Tyson doubled their profits from Q1 2021 to Q1 2022[21] and had record revenue in 2022, which it attributed to "improved performance in our chicken segment."[22]

Over the past 3 years Tyson Foods has been ordered to pay hundreds of millions in penalties and restitution by federal[23] and state[24] authorities for "illegally conspiring to inflate chicken prices."

In the first half of 2023, Ben & Jerry's parent company, Unilever, saw its sales volume decline, yet its operating profits increased by 20%.[26]

PepsiCo's CFO admitted in April 2023 that even though inflation was going down, their prices would not.[28] Later that month, he bragged in an TV interview that he didn't "think [PepsiCo's profit] margins are going to deteriorate at all" and that "consumers generally look at our products and say 'you know what – they are worth paying a little bit more for.'"[29]

RECEIPT

CHICKEN

20%

in 2021

BEN & JERRY'S ICE CREAM

12%

from April to June 2023

SUN CHIPS

16%

from January to March 2023

Colgate-Palmolive's CEO admitted on a 2022 earnings call that price increases have helped them improve their gross margins. He later bragged that Colgate-Palmolive has "led pricing" compared to other companies, and that "We have seen competitors begin to follow," reducing pressure on his own company to cut prices.[31]

Clorox's CEO has noted that its products are "'household essentials' that can withstand" inflation.[33] On an investor call, she discussed how the company is "coming off four rounds" of "significant price increase." When asked if Clorox might roll back price increases as commodity prices fall, the company admitted it "anticipate[s] the pricing increases will stick."[34]

Kimberly-Clark saw profit increase by more than $100 million when comparing Q3 2023 to Q3 2022. The company attributed the increase in profit to higher prices.[36] According to the Kimberly-Clark CEO, the increased profits despite price increases "reflect the essential nature of our categories."[37]

PALMOLIVE DISH SOAP

12%

from March 2022 to March 2023

CLOROX MULTI-SURFACE CLEANER

16%

from June 2022 to June 2023

SCOTT TOILET PAPER

10%

from October 2022 to March 2023

MOVIE NIGHT

Friday night is movie night in Anne's house. After a spirited debate at the dinner table between Anne and her six-year-old, they decide to watch a classic: Finding Nemo. Anne grabs the popcorn from the pantry, cracks a Diet Coke to keep herself awake, and they settle in for movie night. It's a perfect evening for Anne's family, except that it's costing more than it used to.

RECEIPT

ORVILLE REDENBACHER'S POPCORN

17%

from October to December 2022

Conagra's CFO noted that "Food companies tend to do better" when consumers are watching their household budgets "because people... don't go out to eat as much" which "plays well for us."[39] An analyst at Goldman Sachs noted that Conagra "has been able to price its profits above inflation rates and recovered its profit margins."[40]

DIET COKE

11%

from October 2022 to October 2023

The CEO of Coca-Cola claimed that the company had "earned the right" to push price hikes because its sodas are popular.[42]

DISNEY+

Disney+

27%

in 2022

Price increases would continue to "better reflect the value of our content offerings," said Disney's CEO.[44]

CONCLUSION

Greedflation is costing Anne's family every day. While Anne is budgeting and finding it harder to save for the future, corporations are getting richer – and greedier. Corporate executives have openly bragged that they will keep prioritizing their profits over their customers like Anne. These companies charge artificially high prices for classic brands and staple products simply because they can. And because they believe they have "earned the right" to charge families like Anne's more to line their shareholders' pockets.

Senator Casey believes enough is enough: It's time to put a stop to greedflation. He knows that we can lower costs for working families like Anne's by doing four simple things:

PUT MORE MONEY IN THE POCKETS OF WORKING FAMILIES

Congress should take immediate steps to provide middle-class American with more disposable income and to ensure that they are equal participants in a growing economy.

- The Child Tax Credit monthly payments from the American Rescue Plan, which Senator Casey strongly supported, drastically reduced child poverty, dipping to the lowest level on record.[45] Over 2.2 million Pennsylvania parents used those payments for food, rent, school supplies, and child care.[46] Reinstating the Child Tax Credit monthly payments will help families like Anne's breathe easier.
- Over the past few years, Senator Casey has fought to pass laws like the *American Rescue Plan, CHIPS and Science Act, Infrastructure Investment and Jobs Act,* and *Inflation Reduction Act*, which have grown Pennsylvania jobs numbers to the highest on record and sent the Pennsylvania unemployment rate down to the lowest level on record.[47] Senator Casey will keep fighting to provide good-paying job opportunities for Pennsylvania families.
- Senator Casey supports raising the minimum wage, which has been stuck at $7.25 since 2009, to at least $15 an hour. He is also fighting to eliminate the subminimum wage, which would raise wages for workers with disabilities, some of whom are being paid as little as a few cents an hour.

MAKE BIG CORPORATIONS PAY THEIR FAIR SHARE

The 2017 Republican tax bill, which Senator Casey firmly opposed, lowered the corporate tax rate from 35 percent to 21 percent while adding at least $1.8 trillion to the national debt.[48] Proponents claimed that the corporate tax cuts would trickle down to a $4,000 raise for the average family, but that benefit never materialized for most families.[49] Instead, corporations bought back stocks from shareholders. The S&P 500 companies spent a record $806 billion on stock buybacks in 2018 alone.[50]

- The 2017 tax law clearly failed to bring any significant relief to American consumers. Senator Casey believes that raising the corporate tax rates and making corporations pay their fair share would give families like Anne a fighting chance.[51]
- Senator Casey introduced the *Tax Fairness for Workers Act*, legislation to reverse a provision in the 2017 tax bill that stripped workers of their ability to deduct common expenses incurred because of their work. Furthermore, it would improve upon the previous deduction so all workers can deduct the cost of their union dues "above the line." [52]

FIGHT UNFAIR CORPORATE PRICE GOUGING

There needs to be real, concrete consequences when corporations engage in the price gouging.

- Senator Casey supports legislation like *the Big Oil Windfall Profits Tax Act*[53] and the *Price Gouging Prevention Act*[54] to bring price relief to consumers like Anne. The *Big Oil Windfall Profits Tax Act* would provide quarterly rebates of excess profits to working families.
- Senator Casey also fought to pass historic legislation in 2022 allowing Medicare to negotiate prescription drug prices for the first time. The law also capped the price of insulin for Medicare recipients at $35, all of which will save consumers billions.

TAKE ON CORPORATE MONOPOLIES TO INCREASE COMPETITION AND LOWER COSTS

When corporations grow large enough to control an entire market, they reduce competition and can harm customers and workers alike.

- Senator Casey voted for legislation to empower antitrust enforcement and protect consumers, including substantially increasing outdated merger filing fees for large transactions, requiring disclosure of foreign subsidies in premerger filings, and increasing funding for antitrust enforcement.[55]
- Senator Casey also led several of his colleagues in urging the Biden Administration to utilize all of its oversight tools to ensure that hospital consolidation does not lead to harm for patients, nurses, and doctors.[56] He also supports banning corporate practices that keep workers from leaving to find new jobs at competitors.[57]
- Senator Casey wrote to the Federal Trade Commission urging it to investigate whether pending mergers of huge oil and gas companies would drive up oil and gasoline prices and violate antitrust law and, if so, to oppose the mergers.[58]

ADDENDUM

EXTRA INFORMATION ON PRODUCT PRICE RAISES

- **Huggies Diapers:** The cost of Huggies diapers rose 6% from April to June 2023.[11]
- **Crest Toothpaste:** Proctor and Gamble, maker of Crest toothpaste, increased prices by about 7 percent in Q4 2022, year over year.[13]
- **Frosted Flakes:** Kellogg raised prices on its products over 14 percent between Q2 2022 and Q2 2023.[16]
- **Chicken:** Tyson Foods, the nation's largest chicken producer, raised prices by 20 percent in 2021.[19] Prices for boneless chicken rose to a record high of $4.75 per pound wholesale in 2022 and remain over a dollar per pound higher than they were pre-pandemic.[20]
- **Ben & Jerry's Ice Cream:** Unilever, maker of Ben & Jerry's ice cream, raised prices by 12 percent during a single quarter in 2023.[25]
- **SunChips:** PepsiCo, maker of SunChips, raised the average price of its snacks and beverages by 16 percent in the first three months of 2023.[27]
- **Palmolive Dish Soap:** Prices for Colgate-Palmolive products increased 12 percent between first quarter 2022 and first quarter 2023.[30]
- **Clorox Multi-Surface Cleaner:** Clorox raised prices in their Health and Wellness segment by 16 percent between fiscal Q4 2022 and fiscal Q4 2023. This price raise meant that customers bought 2 percent fewer of their products. But the net result of higher prices and lower sales was good for Clorox's bottom line: their revenue rose 12 percent, beating expectations.[32]
- **Scott Toilet Paper:** Kimberly-Clark Corp, the maker of Scott, Cottonelle, and Viva toilet paper raised prices by 10 percent for two straight quarters.[35]
- **Orville Redenbacher's Popcorn:** Conagra, which owns the Orville Redenbacher brand, increased its prices by 17 percent in the quarter leading to January 2023. In the three previous quarters, it increased prices by 14 percent, 13 percent, and 9 percent.[38]
- **Diet Coke:** Last year, Coca-Cola increased the average selling price of its products by 11 percent.[41]
- **Disney+:** Disney+ increased its ad-free subscription service by $30 a year to a whopping $140. Disney also owns Hulu, which increased its ad-free price by $36 a year.[44]

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4. https://fred.stlouisfed.org/graph/?g=1aF4V
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STATEMENT FOR THE RECORD BY THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW)

Chairman Sanders, Ranking Member Cassidy, and Members of the U.S. Senate Committee on Health, Education, Labor, and Pensions, on behalf of our 850,000 members, we want to thank you for holding this important hearing on the value that strong union contracts provide—both for their members and for workers all across this country.

The Importance of Strong Union Contracts

To highlight the importance of union contracts, below is a collection of several key contract fights that our union has won over the past 18 months, delivering meaningful results to both our members and other workers in these industries:

- **Cleveland Cliffs and U.S. Steel**: In October and December 2022, roughly 23,000 members across 26 facilities owned and operated by Cleveland Cliffs and U.S. Steel ratified a new, 4-year contract. The contract includes a lump sum bonus, 20 percent wage increases over the term of the contract, pension increases, an additional holiday, and improved healthcare for both active members and retirees. This continues a basic steel bargaining wage standard that benefits the entire steel industry.
- **Packaging Corporation of America (PCA) and Domtar**: Importantly, contracts do not only deal with wages or benefits, but also can impact other aspects of workers' lives as well. Back in May 2022, USW contract agreements in the paper sector proved just that. More than 5,000 workers at PCA and Domtar won strong language about domestic violence protections in their collective bargaining agreements. The language allows for training and support, as well as strong leave language for workers affected by domestic violence.
- **Bobcat**: More than 700 workers at a Bobcat facility in Bismarck, North Dakota ratified a 4-year contract back in July 2023. The contract provides annual wage increases, requires the company to give notice to workers if they have to work overtime, and prevents them from being mandated to work on Sundays.
- **Cleveland Cliffs Northshore Mining**: 400 new USW members in Minnesota's Iron Range ratified their first contract in September 2023, which includes a lump sum bonus, annual wage increases, enhanced protections for job security, and improvements in occupational health and safety. The contract also features high-quality health insurance with no monthly premiums, as well as defined benefit pensions, while maintaining an existing 401(k) with company-matching contributions.
- **Kumho Tire**: In August 2023, 325 workers at Kumho Tire won a strong, 4-year contract after nearly 4 years of negotiating. These workers—who are the first tire workers to form a union in more than 40 years—faced an uphill battle with their obstinate employer, but they persevered and were able to achieve significant victories. The contract includes yearly wage improvements and other pay increases. It also includes additional paid time off, a joint health and safety committee, and other workplace protections, all while maintaining quality healthcare and other benefits.

In each of these cases, our union members have taken advantage of their federally protected right to collectively bargain with their employers. It is through these strong agreements that workers obtain a wage premium relative to their non-union peers: according to a recent report from the U.S. Department of the Treasury (Treasury), the current union wage premium is between 10 and 15 percent.[1] Moreover, we also set industry standards, establishing what experts refer to as spillovers. That same Treasury report found that "each 1 percentage point increase in private-sector union membership rates translates to about a 0.3 percent increase in non-union wages".[2]

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[1] *U.S. Department of the Treasury*, "Featured Stories: Labor Unions and the U.S. Economy", August 28, 2023.

[2] Ibid.

The Need for Federal Policy Reform

However, in most cases, our members are fighting for these contract wins *in spite* of existing labor law, not because of it. We need policy interventions to help re-balance the scales in favor of workers. Far too often, employers are able to leverage current labor law, which allows them to wield unfair power in collective bargaining negotiations. For example, as mentioned above, our workers at Kumho Tire went 4 years without a first contract because their employer refused to bargain with them in good faith, and our system of labor law currently lacks any remedy for such intransigence. Another example would be the former Ozburn-Hessey Logistics facility, now owned by GEODIS SA in Memphis, Tennessee. Workers at this location voted to join USW in May 2013. Ten years later, those workers are only now voting on their first collective bargaining agreement.

Congress must pass S. 567, the Richard L. Trumka Protecting the Right to Organize (PRO) Act of 2023. By passing this legislation, Congress would finally address our failing system of labor law: it would streamline the union election process, eliminate harmful right-to-work laws, ban certain anti-union coercion activities, and impose financial penalties on employers when they do break the law. Of particular relevance for union contract negotiations, the PRO Act would hold employers accountable to bargain in good faith once their workers have formed a union. Employers would be required to begin bargaining within 10 days of the union's request, and would then have 90 days to come to an agreement with the union or be forced to enter into mediation, and then perhaps, binding tripartite arbitration. Such a policy would provide a critical incentive—and eventually a requirement—for employers to bargain with their workers.

Conclusion

The right to form a union and collectively bargain is federally guaranteed, and ensuring its protection is of the utmost importance. We strongly support our siblings all across the labor movement in fighting for the best possible contract. While we will continue to bargain for strong agreements, we urge Congress to fix our broken system of labor law and pass S. 567, the Richard L. Trumka Protecting the Right to Organize Act of 2023. Thank you for holding this hearing and shining a spotlight on this critical issue.

The Detroit News
SERVING MICHIGAN SINCE 1873
150 YEARS

Honda joins Toyota in hiking pay after UAW agreements with Detroit Three

Breana Noble
The Detroit News

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Honda Motor Co. Ltd. is matching the immediate wage hike the United Auto Workers has won for its members upon ratification of tentative agreements with Detroit's three automakers, and the union is using it as a call to organize.

Meanwhile, Subaru Corp. is teasing a "response to current industry circumstances" to its employees. That makes for a chorus of automakers including Toyota Motor Corp. taking actions concerning their workers following the union's tentative agreements with General Motors Co., Ford Motor Co. and Stellantis NV. Experts say the moves are in response to labor market conditions, but especially to ward off organizing efforts at their plants.

That's been a stated goal of UAW President Shawn Fain to change the tide of the union's past organizing failures and turn the "Big Three" into the "Big Five or Big Six" by the time the new contracts expire at the end of April 2028. President Joe Biden has given his approval.

"Union autoworkers own this victory," Biden posted on X, the social media platform formerly known as Twitter, about Honda after visting on Thursday Belvidere, Illinois, where Stellantis in February had idled its Jeep Cherokee plant, which would find new life under the new deal. "I meant it when I said deals like UAW's historic agreement will change the game for every worker in America, and that I want this type of contract for all autoworkers."

At Honda's U.S. facilities, production associates starting in January 2024 at Honda's U.S. facilities will receive an 11% wage increase, the same percentage hike that would be granted to production workers at the Detroit Three if a majority of the rank-and-file votes in support of the deals.

Additionally, Honda is decreasing the timeline to the top wage to three years, down from six. That also is in line with the new progression the UAW secured at the Detroit Three of three years, a decrease from eight.

"Honda," according to a statement sent by spokesperson Chris Abbruzzese, "has been committed to maintaining an excellent employment experience for our production associates since we began manufacturing in America in 1979, including competitive wage and benefit packages and a work environment founded on teamwork, mutual respect, and open communication. Honda greatly values all of our associates and the many contributions they make to our customers and our communities."

In a previous statement, Honda said it agreed with its workers who have rejected union outreach efforts in the past, stating "there is no need for outside involvement."

Art Wheaton, an automotive industry specialist at Cornell University's Industrial and Labor Relations School, said Honda's wage increases are a "direct result" of the UAW contract gains.

Honda is "going to try to do what they can to slow down an organizing drive," he said. "So they're going to make sure that they're keeping pace with whatever those wages are. That's why it was such a big success for the UAW contracts. Because it does lift all boats, union or non-union. It does improve workers' lives."

Meanwhile, Subaru suggested it will be making an announcement that concerns its workers soon, as well, according to a statement from spokesperson Craig Koven.

"Subaru of Indiana Automotive consistently reviews and responds to market conditions in a responsible and appropriate manner," the statement said. "As part of this biannual process, we will be providing our associates a pre-holiday announcement that will include a response to current industry circumstances."

The UAW on X said "thousands" of non-union autoworkers have reached out to it over the past 90 days about organizing and called upon workers at Toyota, Honda, Hyundai, Tesla, Nissan, BMW, Mercedes-Benz, Subaru, Volkswagen, Mazda, Rivian and others to join its movement for a "better life."

"They see what workers won at GM, Ford, and Stellantis when they chose to Stand Up and fight for themselves," the post said. "Now it's time for non-union autoworkers to Stand Up and fight for themselves."

The union's agreements that cover 146,000 autoworkers at the Detroit Three includes 27% compounded wage increases, cost-of-living adjustments, increased retirement contributions, billions of dollars in investments and product allocation, and a pathway to full-time for temporary or supplemental workers who will start at $21 per hour.

By the end of the agreement, top-paid workers at Stellantis NV, the smallest of the Detroit Three, would receive $40.46 per hour, up from $31.77 today. The union estimates with COLA, the top wage will rise 33% to more than $42 per hour.

Toyota last week announced wage increases for production and skilled trades workers and decreased its progression to the top wage to four years, down from eight. Top-earning production workers would receive $34.80 per hour starting Jan. 1.

The Wall Street Journal first reported the wage hikes at Honda. Bloomberg first reported on Subaru's expected announcement.

The automaker also highlighted other added benefits since 2021. Ten new programs include childcare reimbursement, student loan repayment, lifestyle accounts and an expanded associate assistance program.

"We will continue to look for opportunities," the Honda statement said, "to ensure that we provide an excellent employment experience for Honda associates."

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AUTOS

Toyota hikes wage of U.S. factory workers after UAW labor deals

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REUTERS

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Toyota Motor said on Wednesday it is raising the wages of nonunion U.S. factory workers just days after the United Auto Workers union won major pay and benefit hikes from the Detroit Three automakers.

Hourly manufacturing workers at top pay will receive a wage hike of about 9% effective on Jan. 1, the company confirmed. Other nonunion logistics and service parts employees are getting wage hikes.

The largest Japanese automaker also said it is cutting the amount of time needed for U.S. production workers to reach top pay to four years from eight years and increasing paid time off.

The media and organizing project Labor Notes earlier reported the wage hikes and other details, citing a company document.

“We value our employees and their contributions, and we show it by offering robust compensation packages that we continually review to ensure that we remain competitive within the automotive industry,” Chris Reynolds, Toyota Motor North America’s executive vice president, said in a statement.

The pay of production Toyota workers in Kentucky at top scale will rise by $2.94 to $34.80 an hour.

Under the new tentative agreements with General Motors, Ford Motor and Stellantis, UAW workers will receive a wage hike of 11% upon ratification and 25% in wage hikes through April 2028. UAW workers will also be given cost-of-living adjustments. The amount of time needed for workers to hit top pay will decrease to three years from eight years.

The top pay of UAW workers at Ford will initially rise to $35.58 and hour from $32.05.

For years, the UAW has unsuccessfully sought to organize U.S. auto plants operated by foreign automakers including Volkswagen (VOWG_p.DE) and Nissan (7201.T). UAW President Shawn Fain said his goal is to organize plants operated by other automakers after the Detroit Three deal.

“One of our biggest goals coming out of this historic contract victory is to organize like we’ve never organized before,” Fain said on Sunday. “When we return to the bargaining table in 2028, it won’t just be with the Big Three, but with the Big Five or Big Six.”

The UAW declined to comment on the Toyota wage hikes.

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Business

UAW's contract with Big Three automakers could impact non-union Texas auto workers

Texas Public Radio | By Josh Peck
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Brian Kirkpatrick/Texas Public Radio

Mayor Ron Nirenberg, Toyota Texas President Kevin Voelkel, and County Judge Nelson Wolff pose in front of new 2023 hybrid Sequoia SUV on Sept. 21, 2023

The United Auto Workers (UAW) reached tentative agreements with Ford, GM, and Stellantis by the end of October after six weeks of strike action. But despite the contracts' limited coverage of workers at the so-called Big Three automakers, labor leaders believe its impact has already extended beyond them, even into South Texas.

The historic agreements, which still must be ratified by UAW's rank-and-file, reportedly include major pay increases, additional jobs, the reopening of a plant, and some concessions over the unionization of battery plants.

None of the Big Three automakers operate plants in South Texas, but just days after the UAW reached its final tentative agreement with GM, Toyota bumped up its pay for non-union factory workers across the country — including for workers at San Antonio's Toyota plant.

"The most important thing about the Toyota changes is just, they could've done that at any time if that's what they really thought needed to happen," said Texas AFL-CIO President Rick Levy. "And the fact that they would only do it after workers organize and win is just such a signal that more and more workers need to organize and we can win a lot more together."

UAW President Shawn Fain has said he plans to organize workers at Honda, Tesla, and Toyota between now and when the UAW's contract is up for renewal in 2028.

"When we return to the bargaining table in 2028, it won't just be with the Big Three, but with the Big Five or Big Six," Fain said during an online announcement.

Dan Katz

Labor Plaza

The UAW has tried and failed to organize workers at non-union automakers in the past, but Levy said he believes the contracts UAW has gotten from the Big Three will supercharge organizing efforts.

“I think what this strike and this victory shows is that we’re back to a situation where union workers, through collective bargaining and collective action, are setting standards that are going to ripple through the entire economy,” Levy said. “And I think that is nothing but good for working people.”

Fain said the UAW intentionally designed the bargaining contracts with the Big Three to end on April 30, 2028, the day before May Day, which commemorates the historic struggles and successes of the labor movement.

He called on other unions to align their contract expiration dates with the UAW’s so that they could collectively wield their labor power to pressure companies to agree to favorable deals, or risk a massive strike across multiple industries and regions.

“I don’t think Shawn Fain and the autoworkers have made any apology that when they’re fighting for their jobs at the Big Three, they’re really fighting for everybody’s job,” Levy said. “And I think the invitation to other folks to say, ‘Hey,

we're stronger when we're together,' is exactly in line with the kind of solidarity we try and build every day."

UAW local unions have begun voting on whether to ratify the contracts with the Big Three, and voting will finish in the coming weeks.

Detroit Free Press

AUTOS

UAW gains could rise tide for nonunion autoworkers; Fain calls Toyota boost union 'bump'

Eric D. Lawrence
Detroit Free Press

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Leading up to this year's so-called Stand Up Strike by the UAW, the Detroit Three and many analysts argued that boosting union autoworker wages and benefits significantly would hinder the companies' ability to compete against nonunion automakers with lower labor costs.

But on Thursday, in an address to union members, UAW President Shawn Fain used Toyota and its just-announced decision to raise wages for many of its U.S. workers to highlight the other side of that argument: that union gains might also push pay and benefits up at the nonunion competitors of Ford Motor Co., General Motors and Stellantis, owner of Jeep, Ram, Chrysler, Dodge and Fiat.

Fain called it the “UAW bump,” and noted that the Japanese automaker wasn't just being generous.

“Toyota isn’t giving out raises out of the goodness of their heart. Toyota is the largest and most profitable auto company in the world. They could have just as easily raised wages a month ago, or a year ago," Fain said. "They did it now because the company knows we’re coming for them. The company knows that Toyota workers are watching and, when the time comes, Toyota workers and all nonunion autoworkers are going to be ready to stand up.”

News media outlets, including the Wall Street Journal, reported that the automaker would be boosting wages by 9% and reducing the time it takes for workers to get to top wage. Toyota spokesman Scott Vazin confirmed a wage increase to the Free Press “for our hourly manufacturing, service parts operations and logistics team members,” effective Jan. 1.

In a statement, Chris Reynolds, executive vice president of corporate resources for Toyota Motor North America, said: “We value our employees and their contributions, and we show it by offering robust compensation packages that we continually review to ensure that we remain competitive within the automotive industry.”

The United Auto Workers union won wage increases of 25% over the life of the contracts in addition to numerous other improvements in its tentative agreements with the Detroit Three in the latest round of bargaining, which included a historic strike against all three companies. Those deals will need to be ratified by members before they can take effect.

The threat effect of unions

It’s too early to say whether Toyota’s move to boost wages so close on the heels of the UAW’s tentative deals is indicative of a trend, but the idea that union gains could benefit nonunion workers isn’t new. The concept is that nonunion companies may want to discourage their workers from unionizing, and one of the ways to do that, is to make things better for their own workers.

Henry Farber, economics professor emeritus at Princeton University, is an expert on the labor movement and unions' so-called threat effect.

“There's a lot of nonunion producers in the U.S. One of the things they can do … if they don't want unions is proactively improve the work wages and working conditions of their nonunion workers. And then the workers look at it and say, ‘Well, I'm already getting this from my employer. I don't really need the union.’ That's the idea, and that would translate into real benefits for the workers. No question,” he told the Free Press last week.

Farber said there’s a sense in which the current settlements, which are happening at a time of other big union wins by the Teamsters with UPS and Hollywood writers, could spill over to the nonunion sector and result in increased wages.

A 2003 paper by Lawrence Mishel and Matthew Walters of the liberal Economic Policy Institute titled “How Unions Help All Workers” found that “strong unions set a pay standard that nonunion employers follow. For example, a high school graduate whose workplace is not unionized but whose industry is 25% unionized is paid 5% more than similar workers in less unionized industries.” It

also noted that “the impact of unions on total nonunion wages is almost as large as the impact on total union wages.”

Nelson Lichtenstein, a research professor in history and labor expert at the University of California, Santa Barbara, predicted that other automakers would raise wages somewhat in response to Detroit Three worker gains to stay competitive with higher wages at the union firms, which he described as a sort of anti-union organization insurance.

He said that when the unionized Detroit Three say they want to stay competitive with their nonunion competition, they’re banking on the UAW’s failure to organize those companies.

“There is much reason for that pessimism because the UAW has in fact failed to organize Toyota or Tesla for many years. However, the UAW has in the past been unable to take to the non-union workers any sort of real high wage, high benefit victory," Lichtenstein wrote in an email to the Free Press. "It looks likely it will now be able to do so, and if the union can unionize and raise labor costs at the competitors of the Big Three, well those executives should be cheering that on. Tesla, for example, would have to raise car prices thus making Ford and GM (electric vehicles) more competitive.”

Fain himself has talked about the union’s failure to provide a compelling reason for nonunion autoworkers to join the UAW in recent years and the need for the union to change that. In an interview before he become union president this year, Fain told the Free Press:

“We used to set the standard. We don’t set the standard anymore. When you go to Nissan or Toyota or Hyundai now, they look at us and they look at themselves. Our members hire in as temps, theirs hire in as temps. … They look at what we offer and what they get, and it’s the same thing, so where’s the incentive? We have to bargain better for our people.”

The new deals with the Detroit Three don’t just boost wages, they also restore items like cost-of-living allowances and eliminate some wage tiers, which the union calls divisive and which many workers have complained about. And they’ll mean big gains for current and future temporary workers, from starting pay to rolling over to permanent status.

Farber called the UAW agreements a win for the labor movement, which will also help in organizing down the road.

"For the first time in a long time, I'm cautiously optimistic about the prospects for increased unionization, which I think would be good for workers. It would be good for the economy, be good for society," Farber said.

A changing tide?

Unionization in the United States has been at a low ebb for years, representing a fraction — 5%-6% — of private sector employers, Farber noted.

Shifting the unionization picture among the many nonunion auto companies in the South or at electric vehicle makers like Tesla won't be easy, however, Farber said.

"I'm not really expecting Tesla to become organized very soon, partly because of the attitude of the owner ... Elon Musk. He's not amenable as far as I can tell to unionization. And how hard he might fight that. But to the extent the workers can see real benefits to unionization, I think we can see some successful battles. It's going to be a slow, long process and it could reverse itself. It depends on how the economy goes. So it's too soon to really see much. But I'm saying the signs this year have been more favorable to unions than anything I've seen really in my career. I started working on this stuff in the early 1970s," Farber said.

Count Steve Delie, the conservative Mackinac Center for Public Policy's director of labor policy, as a skeptic on the spillover effect of wage gains for Detroit Three workers.

Delie, speaking before the Toyota announcement, said that he didn't necessarily expect significant spillover impact from the UAW's gains to nonunion operations, but if it were to happen, he would expect it to be in locations that are closer to states where the UAW has a bigger presence.

"At that point, you are competing between relatively similar workers in relatively similar climates in states that are close to each other. So Indiana and Ohio plants there may see some degree of spillover effect. I see much less of that for plants that are in far-flung portions of the country," he said.

Delie also said he sees the history of big contracts tied to the Detroit Three more closely connected to a time when there was less competition in the industry, a time when U.S.-based automakers were much more dominant, and he sees the potential impact of higher labor costs as doing more to shift market share to potentially lower-priced competition.

Prior to the announcement of the tentative agreements, the Free Press noted the difference in hourly labor costs, including benefits and expenses, at nonunion plants operated by Tesla and foreign transplants, of $45 to $55 per hour, compared with an estimated $66 per hour at the Detroit Three.

The Detroit Three have been profitable in recent years, but Delie said he sees warning signs in their balance sheets. Companies like Ford and GM have been aggressive in announcing EV targets, but there have been losses there, too.

“So I think when you look at labor costs, it's not just a comparison between unionized firms and nonunionized firms. It's looking at, can we transition to a new product that the market is willing to buy and sell them at a price that people can afford? And I think the more you increase labor cost, the less likely that gets,” he said. “When you increase labor cost, either the price of the product goes up or you have to cut costs somewhere else.”

Trimming the balance sheet

The UAW has argued that labor costs have represented only a fraction of new vehicle prices and are not responsible for the dramatic rise in average transaction prices in recent years. The union has been quick to point out during this round of bargaining that the automakers have not hesitated to spend big in other areas, such as executive compensation and stock buybacks.

The focus on CEO pay, in particular, is an area that Dan Cornfield, professor of sociology at Vanderbilt University and a labor expert, said could make a difference for nonunion workers as they weigh their own situations. The public’s exposure to how much more auto company CEOs make than their workers is one reason why nonunion autoworkers might not be dissuaded from unionizing, Cornfield said.

“There's always been talk about it, but the other phenomenon is that, over time, the degree of income inequality in the United States actually has sharpened. And so people are now getting an update as to just how sharp it is,” he said.

Cornfield said that the general pattern in the post-World War II era has been for union gains through collective bargaining to translate to higher wages and benefits at nonunion locations. Cornfield said it’s important to note that this latest strike with the Detroit Three occurred at a time when many labor actions were happening elsewhere, but it’s also been important because of how much of an impact the auto industry has on the rest of the economy.

"What results from these bargaining sessions will presumably set new norms, not only about the wages and benefits generally," but for other parts of the economy, too, he said. "It (will) also be an important signal in labor history about what the public thinks about the legitimacy of collective bargaining altogether, which has fallen on hard times until the last couple of years."

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Transition to EVs: a Win for Climate; Let's Make it a Win for US Workers

October 24, 2023 | 4:35 pm

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Don Anair
Deputy Director & Research Director, Clean

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I ACCEPT

A global transition to electric transportation is underway and momentum is growing. Traditional and new auto manufacturers are bringing more and more models to market. Even in California, where a tradition of stringent regulation has pushed the industry to innovate over the past 50 years, automakers are selling EVs at levels well above sales requirements. This momentum is spreading across the country with US EV sales now over 9% and climbing.

When a change as big as this is underway, it's important to understand what impact it can have on employment and to take steps to ensure that workers benefit from the transition and aren't left behind.

But what is the outlook for jobs in an electric transportation future? Can the EV transition support good, family- and community-supporting jobs and support a strong US economy? The fundamentals show there's reason to be optimistic.

Building EVs requires workers too

This might not be obvious from the headlines or from talking points of some auto CEOs or politicians, but recent research efforts to understand how many workers it takes to build an EV have found that **building an EV today requires similar, if not more, labor hours than building a conventional**

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A recent study by researchers at Carnegie Mellon University (CMU) examined the labor requirements for manufacturing and assembling EV powertrain components, including the battery, compared to conventional gasoline vehicle powertrains. (More detailed coverage of the study can be found here). The researchers examined the actual manufacturing process and labor requirements, rather than generating estimates based off the number of parts in an EV (EVs have fewer parts than a gasoline vehicle).

Their conclusion:

The results "support the proposition that BEVs [battery electric vehicles] contain additional manufacturing content embedded in the batteries and electronic components that requires comparable levels of labor as ICEVs [internal combustion engine vehicles]".

In other words, EVs don't just make themselves, they require just as many workers as gasoline vehicles.

The CMU findings are not an outlier. Their results are supported by a separate study by FEV Consulting, commissioned by the Environmental Protection Agency (EPA), comparing the labor hours required to build the Volkswagen (VW) ID.4 electric vehicle and the VW Tiguan gasoline vehicle. The detailed analysis by FEV estimated that

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Conclusion: building EVs can support a similar number of jobs as conventional gasoline vehicles.

Importance of ensuring quality jobs

Just because building EVs takes similar amounts of labor, doesn't guarantee that those jobs will be good jobs. Nor does it mean existing auto workers will be treated fairly as the industry evolves and factories retool or relocate.

The current negotiation between the UAW (the union that represents autoworkers) and the Big Three (GM, Ford and Stellantis) is about the ongoing erosion of job quality in the auto sector. UAW workers have said they are fighting for better pay, benefits, and job security at a time when automakers have been making record profits and CEO pay has soared. But they have also cited the transition to EVs and the need to protect and support workers as factories adjust and new battery plants come online. There's no reason that EV jobs can't be stable, well-paying union jobs.

That's why the battery plant workers being covered by the UAW contract is one of the issues that is part of the union negotiations. Some auto manufacturers are joining forces with battery technology companies in joint ventures to build new domestic battery manufacturing facilities. UAW wants to ensure these new facilities fall under UAW's contract with

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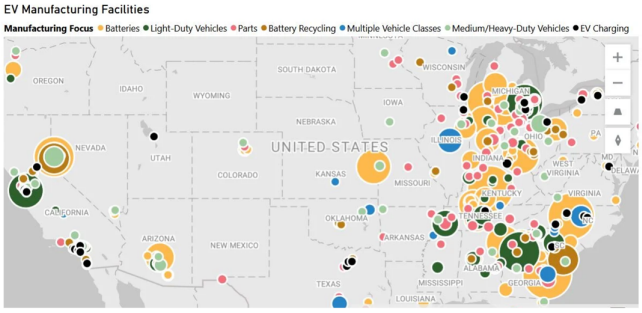
standard for jobs in a modern auto manufacturing sector and in the clean economy more broadly.

On-shoring of the EV supply chain is a job growth opportunity

The good news from the studies noted above is that fundamentally, building EVs can sustain jobs in the automotive sector now and well into the future. We're already seeing evidence of the job creation potential of EV investments with billions of dollars in announcements related to EV manufacturing, battery production, and battery recycling investment. (This handy tool tracks EV-related job announcements). But to take full advantage, we need to continue to bolster US EV battery production, manufacturing, and recycling, much of which currently is occurring outside the US.



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jobs being created. BlueGreen Alliance Foundation

Policies in the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) are providing the shot in the arm the US needs to ramp up a domestic EV supply chain. For example, the BIL is providing billions of dollars to support the buildout of a public charging network to support EV adoption in the US, while the IRA has tax credits aimed at consumers to help support demand as automakers transition toward EVs. The most valuable tax credits are available to companies that manufacture vehicles and batteries in the US. These policies help automakers sell EVs, lower their investment risk, and drive domestic investment as the global transition to EVs is underway. The IRA has already helped catalyze billions of dollars in announced investments, including in U.S. battery production, from joint ventures between automakers and battery manufacturers to on-shoring of vehicle model production.

Not only is this important for creating jobs in the U.S. but making sure the US auto industry is well-positioned to be a leader in the global move to EVs over the next decade. Investments in the BIL and IRA are also an opportunity to support high labor standards and good jobs—which is why we joined with others in calling for EPA to establish a memorandum of understanding with the Department of Labor to support pathways for high-quality

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EVs are good for the economy, let's make sure they are good for workers too

Overall, evidence points to positive economic benefits from a transition to electric transportation. The prices of EVs are dropping and are expected to match or beat up front costs of gasoline vehicles in the coming years. Savings from lower maintenance costs and the lower cost of charging a vehicle compared to a gasoline fill-up mean more money in consumers' pockets. A report released by the Goldman School of Public Policy found on net, national employment could increase by more than 2 million jobs by 2035 with the rapid adoption of EV cars and trucks. Not to mention the benefits of cleaner air and lower climate emissions.

But not all sectors will experience job growth. As more and more EVs get on the road, new employment opportunities will continue to evolve and grow—like those associated with building out charging infrastructure for example. And in other sectors, like those in the petroleum and fossil fuel industry, the number of jobs will decline. Recent closures of refineries demonstrate how things can go wrong (as with one refinery in Philadelphia) and can also help inform how best to support workers going forward (as illustrated by a report from UC Irvine of a refinery closure in CA). Managing this transition is important and must be planned for in order

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The EV transition is happening fast, and autoworkers are some of the first to grapple with the clean energy transition. Given the importance of this work for the future of our planet, it is essential the workers who will build these vehicles and their necessary components are fairly compensated. Thanks to investments in the Bipartisan Infrastructure Law and Inflation Reduction Act, there are more resources available to help The Big Three domestically produce these vehicles, without shortchanging workers. Anyone who is serious about a fair transition to a clean economy knows that it's not just about creating new jobs in EV manufacturing, but about making sure that these jobs are high-quality jobs, with community-sustaining wages and benefits where workers have the free and fair choice to join a union.

That's why **UCS stands in solidarity with UAW.** We believe setting a high standard for jobs in a modern auto manufacturing sector is a critical piece of achieving a just, clean energy economy.

Posted in: Transportation

Tags: Clean Energy Jobs, electric vehicles, green economy, just transition, UAW

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Don Anair is the interim director of the Clean Transportation program at UCS. Mr. Anair is an engineer with expertise on fuels and transportation technology covering both light and heavy-duty vehicles.

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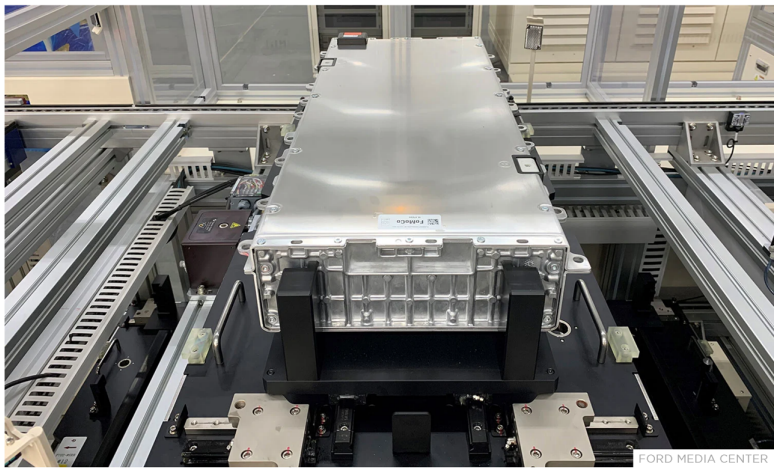

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JESSICA DUNN
SENIOR ANALYST

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SENIOR ENGINEER, CLEAN TRANSPORTATION PROGRAM

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What Happened in the California Legislature in 2023?

DANIEL BARAD
WESTERN STATES POLICY MANAGER

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OCT 2023

UAW FORD AGREEMENT

A Message to UAW Members at Ford

Dear UAW Ford family,

We can all agree that this has been a historic round of negotiations. When we say we have made history, we don't just mean our national negotiators and leadership team. We mean we, the UAW. We mean the Stand Up Strikers of Local 900 Michigan Assembly who took our first step. Our family at Local 551 Chicago Assembly who brought the noise. And our brothers and sisters at Kentucky Truck Plant Local 862, who landed the biggest blow. Everything we did at the bargaining table, every extra hundred million we got the company to give up, was because of you, the members. We send this contract to you because we know it breaks records. We know it will change lives. But what happens next is up to you all.

We set out to do many things that we were told were impossible. We fought like we've never fought before, and we won like we've never won since the days of Walter Reuther. We got back COLA. We brought back a three-year wage progression. We killed the wage tiers at Sterling Axle and Rawsonville.

The gains in this agreement are worth more than four times the gains in the 2019 contract. In fact, the gains in each individual year of this agreement are worth more than the entirety of the gains in the last contract. The 2023 agreement is worth more than the past four contracts combined. It has more in General Wage Increases than Ford workers have received in the past 22 years combined.

And it's not just record-breaking. As we've said, this contract will change lives.

- Our lowest-paid members will see a 150 percent raise through this agreement. That's not a typo. Temps hired this year at $16.67 will earn over $40 per hour in base wages by the end of this agreement, over $42 an hour with estimated COLA.
- Lower-tiered members at Sterling Axle and Rawsonville will see immediate raises ranging from 53 to 88 percent. A member with three years seniority at those facilities will, upon ratification, go from $18.96 to $35.58.
- With COLA, by 2028, we'll have a top rate of over $42 an hour for production, and over $50 for skilled trades, an over 30 percent raise. By the end of this agreement, our starting rate will be pushing $30 an hour with COLA, nearly a 70 percent bump from today.

And just as importantly, we did it together. This wasn't a backroom deal hammered out by the President or Vice President. From the International Executive Board and the President's Office to the UAW Ford Department, to our national negotiators, our National Ford Council, our local leadership, and our rank-and-file members, everyone played a role in securing this victory.

We went into this round of bargaining with the goal of addressing decades of concessions and givebacks. We know that the Stand Up Strike will go down in history. For months we have insisted that "Record Profits Mean Record Contracts," and after standing together, we made good on that demand. While we may not have won everything we wanted, we won more than most people thought was possible. This contract will not only change lives now, but it lays the foundation for even bigger gains in the future. That is why we both whole-heartedly endorse this tentative agreement.

In solidarity,

Shawn Fain, President
International Union, UAW

Chuck Browning, Vice President
UAW Ford Department

1. QR Code for FAQ
2. QR Code for Changed Pages Book

UAW
Highlights
No Concessions.
COLA Reinstated
Historic Wage Increase
Wage Tiers Eliminated
Grow in Reduced to Three Years
All New Temporary Employees Converted to In-Progression After 9 Months
Skilled Trades $1.50 Tool Allowance
Tuition Assistance Increased to $8,000
Family Days Maintained
Health Care Enhancements
$5,000 Ratification Bonus
Deleted Warehouse Competitiveness Letter (PS&L)
No More Tiered Vacation Time
Additional Holiday Added: Juneteenth
Temporary Workers Eligible for Bereavement, Jury Duty and Tuition Assistance
Short Work Week Improved
Paid Parental Leave
Ergonomic Flooring for PS&L
$1,500 Voucher Toward Vehicle Purchase
One Step Added to the Attendance Progression
Attendance Discipline Zeroed Out
Quality No Knock Audits
Recognition Program Added to the Joint Trust LTAF Program
Product Investment
Enhanced Profit Sharing Formula
EV Work Commitment
Maximum of 1 Week Forced Vacation at Shutdown
Journeyperson Can No Longer Be Forced to Production
Special Retirement Incentive (SRI) Packages
Right to Strike Over Plant Closing Moratorium
Outsourcing Moratorium
Increased Moving Allowance
SUB Pay Eligible for All After Three Months Continuous Service, including Temporary Employees
Retirement Improvements for All
Battery/EV Plant Agreements
3

SIGNIFICANT ECONOMIC IMPROVEMENTS

The tentative agreement provides historic economic gains for our UAW members through a combination of annual general wage increases, the reinstatement of Cost of Living Allowance (COLA), and an up-front lump sum ratification bonus of $5,000.

Annual base wage increases in every year of the UAW Ford Collective Bargaining Agreement for the first time in over twenty years. Members will receive an unprecedented 11% wage increase upon ratification of the proposed agreement. The annual general wage increases proposed in this tentative agreement are groundbreaking and unparalleled in the auto industry.

The reinstatement of the Cost of Living Allowance (COLA) will provide greater security for our members and protect our purchasing power when inflation increases per the Consumer Price Index (CPI).

GENERAL WAGE INCREASES (GWI) | 29A

(BEFORE COLA)

DATE	GWI Percentage
Upon Ratification	11%
October - 2024	3%
October - 2025	3%
October - 2026	3%
October - 2027	5%

25%

Top Rate Example General Wage Increases (GWI) (With Projected COLA)		
	Production*	**Skilled Trades***
Current Top Rate	**$32.05**	**$36.96**
11% GWI (Upon Ratification)	$3.53	$4.07
Skilled Trades Tool Allowance	-	$1.50
2023 COLA Estimate	$0.12	$0.12
End of 2023 Top Rate	**$35.70**	**$42.65**
3% GWI (October 2024)	$1.07	$1.28
2024 COLA Estimate	$0.45	$0.45
End of 2024 Top Rate	**$37.22**	**$44.38**
3% GWI (October 2025)	$1.10	$1.31
2025 COLA Estimate	$0.36	$0.36
End of 2025 Top Rate	**$38.68**	**$46.05**
3% GWI (October 2026)	$1.13	$1.35
2026 COLA Estimate	$0.39	$0.39
End of 2026 Top Rate	**$40.20**	**$47.79**
5%GWI (October 2027)	$1.94	$2.32
2027/ 2028 COLA Estimate	$0.46	$0.46
End of Contract Top Rate	**$42.60**	**$50.57**

*Based on most-populated base rate

Wage Increase Retroactive to October 23, 2023 | 2C

Due to the extended bargaining of these negotiations, your negotiators were able to secure that the wage rate increase will be paid retroactively for all hours worked on and after October 23, 2023. These wage rate adjustments will be issued as soon as practicable but no later than pay ending December 17th, 2023.

Top Rate Grows 33%

New Hire Wage Progression | 31A

The negotiated classification rate progression for current members and future new hires to reach top rate was addressed by your bargaining committee. Members will now reach top rate of their classification upon completion of working on active rolls for 156 weeks (3 years). Current members will be placed and paid the appropriate hire-in-rate based upon the number of weeks on active rolls as of the effective date of the 2023 Collective Bargaining Agreement.

HIRING-IN RATE SCHEDULE (3-YEAR GROW-IN)

On Active Rolls	% of Top Classification Rate
First 52 Weeks	70%
Upon Completion of 52 Weeks	75%
Upon Completion of 104 Weeks	85%
Upon Completion of 156 Weeks	Top Rate

HOW WILL MY WAGES CHANGE?

My Current wage	Immediate Adjustments at Ratification 2023	+ 52 week step increase	October 2024 3% increase	+52 week step increase	October 2025 3% increase	+52 week step increase	October 2026 3% increase	October 2027 5% increase
$18.04	$24.91	$26.69	$27.49	$31.15	$32.09	$37.75	$38.88	$40.82
$19.10	$26.69	$30.24	$31.15	$36.65	$37.75			
$20.69	$30.24	$35.58	$36.65					
$24.40	$35.58							
$25.46								
$26.52								
$27.58								
$29.71								
$32.05								

*Rates in table above do not include COLA.

Immediate Wage Increases - Production

Current			Tentative Agreement		
Seniority	Hourly Rate		Seniority	Progression	2023:
Start	$18.04	38% increase →	Start	70%	$24.91
1 Years	$19.10	40% →	1 Years	75%	$26.69
2 Years	$20.69	46% →	2 Years	85%	$30.24
3 Years	$24.40	46% →	3 Years	100%	$35.58
4 Years	$25.46				
5 Years	$26.52				
6 Years	$27.58				
7 Years	$29.71				
8 Years	Top Rate				

11% - 40% Immediate Top Rate

Continue through "How Will My wages change" table above

Immediate Wage Increases - Rawsonville/Sterling

Current			Tentative Agreement		
Seniority	Hourly Rate		Seniority	Progression	2023:
Start	$16.25	53% increase →	Start	70%	$24.91
1 Years	$17.16	56% →	1 Years	75%	$26.69
2 Years	$18.06	67% →	2 Years	85%	$30.24
3 Years	$18.96	88% →	3 Years	100%	$35.58
4 Years	$19.86				
5 Years	$20.59				
6 Years	$21.22				
7 Years	$21.85				
8 Years	$22.50				

58% - 79% Immediate Top Rate

Continue through "How Will My wages change" table above

COLA RESTORED | 33A

The UAW first negotiated COLA back in 1948 with the purpose of protecting the wages of UAW members against rising consumer prices. COLA remained in place for over 60 years until it was suspended in 2009 due to the Global Financial Crisis.

COLA is calculated quarterly based on changes in the Consumer Price Index ("CPI") published by the U.S. government and is included in your paycheck on a cents per hour basis.

The COLA formula is estimated to generate $1.78 per hour over the term of the CBA. This estimate is based on a 2.4% average annual inflation increase derived from the Wall Street Journal Economic Survey. Under this scenario, COLA would provide a total value of around $8,800 through the CBA term.

COLA is presented separate from base wages on your paycheck and will increase or decrease based on increases or decreases in the CPI (increases in CPI = inflation, decreases = deflation) but in no circumstance will COLA drop below zero. COLA is included in computing overtime premium, shift/crew premium, all contractual paid time off, and call-in pay. Consistent with the formula suspended in 2009, a 10 cent quarterly diversion is in place to offset healthcare inflation. At the end of the contract, the total amount of COLA generated minus five cents will be folded into base wages.

TOTAL ECONOMIC GAINS

	Production at Full Rate	Skilled at Full Rate	In-Progression	Lower Tier Sterling/Raw-sonville	Temps Converted
Ratification Bonus	$5,000	$5,000	$5,000	$5,000	$5,000
Tool Allowance		$14,400			
Value of Wage Increase	$54,400	$63,500	$117,800 - $156,700	$146,200 - $182,000	$158,000 - $179,500
COLA Estimate	$8,800	$8,800	$8,800	$8,800	$8,800
Value of Economics Gains	$68,200	$91,700	$131,600- $170,500	$160,000 - $195,800	$171,800 - $193,300

Value of wage increases estimated using 2,080 straight-time hours annually. Any overtime would increase the value. Does not include profit sharing. Eligible profit sharing amounts were worth $26,800 over the last four years.

PROFIT SHARING ENHANCED | 16H

Since 2011, profit sharing has been based on North American profits and has generated significant annual payouts for UAW members. This year, your bargaining team was faced with a challenge since Ford decided to no longer report North American profits in their financial statements. Ford proposed moving to a new profit figure which would have reduced the average payout by $1,300 if it had been in place last year. That was a non-starter for the negotiators who won the use a total company profit figure which includes Ford Credit. Using this new figure, the average payout would have been $1,200 more if in place last year. Mission accomplished.

$5,000 UP-FRONT LUMP SUM BONUS | 253C

Must meet eligibility requirements.

2019 CBA Profit Sharing

North American Profits
- Company no longer reports
- Does not include Ford Credit

2023 TA Profit Sharing

Total Company Profits
- Includes Ford Credit
- $1,200 higher average payout if in place last year
- Effective for 2023 plan year

PRODUCT AND INVESTMENT | 31U-39U

Your UAW bargainers set key goals for these negotiations to retain and grow employment opportunities for our UAW members. During these negotiations, your UAW bargaining team was focused on product and investments for all of our plants to secure UAW jobs. They realized the important issues of the transition to electric vehicles and all of the associated work that goes into building them, as well as getting investments into those plants that will continue to make ICE vehicles.

Through these negotiations your bargainers secured $8.1 billion in product commitments and other investments, surrounding Internal Combustion and Electric Vehicles.

$8.1 billion in investment by end of the agreement

ASSEMBLY OPERATIONS	
Plant	**Product Investment**
Chicago Assembly $400 million investment	• Current Explorer will continue, including HEV and Police • Aviator will continue through its product lifecycle
Dearborn Truck / REVC $900 million investment	• F-150 will continue, including HEV and Raptor • F-150 Lightning will continue through its product lifecycle • All new EV truck will be added
Flat Rock Assembly $50 million investment	• Mustang will continue • Pending program approval new product will be added
Kansas City Assembly $1.0 billion investment	• F-150 will continue, including HEV and Police • Transit will continue • Transit EV will continue through its planned product lifecycle
Kentucky Truck $750 million investment	• Super Duty will continue • Expedition will continue, including HEV • Navigator will continue, including HEV
Louisville Assembly $1.2 billion investment	• Escape will continue through its planned product lifecycle • Corsair will continue through its planned product lifecycle • All new EV product will be added
Michigan Assembly including Integral Stamping and Assembly (ISA) / Body Stamping Unit (BSU) $250 million investment	• Current Ranger will continue, including Raptor • Current Bronco will continue, including Raptor • 3rd production crew will be added • Stamping for Mustang, Bronco including Raptor, Ranger including Raptor, F-150, Expedition, Navigator, and Super Duty will continue • Stamping for Escape, Corsair will continue thru their planned lifecycle
Ohio Assembly $2.1 billion investment	• All new EV van to be added • Medium Truck will continue • Super Duty will continue • E-Series Cutaway and Stripped Chassis will continue

ENGINE OPERATIONS	
Plant	**Product Investment**
Dearborn Engine $20 million investment	• Duratec engine will continue • 5.2L SC engine will continue • All new EV Battery Pack
Cleveland Engine $100 million investment	• Duratec engine will continue • Cyclone engine will continue
Lima Engine $90 million investment	• Cyclone engine will continue • Nano engine will continue
Woodhaven Forging $3 million investment	• Current engine family forgings will continue • Forged Steel Crankshaft for 7.3L Engine Program will be added
TRANSMISSION AND DRIVELINE	
Plant	**Product Investment**
Livonia Transmission $120 million investment	• 10R transmission will continue • 8FM transmission will continue • 6R transmission will continue through its planned product lifecycle • Current gears will continue
Sharonville Transmission $160 million investment	• 10R transmission will continue • Current gear families will continue • 6R transmission will continue through its planned product lifecycle
Van Dyke Electric Powertrain Center $230 million investment	• All new EV Power unit will be added • Current EV Power unit will continue • 8F57 transmission will continue • HF55 transmission will continue • 6F & HF45 will continue through their planned lifecycles
Rawsonville Components $200 million investment	• GEN IV Battery will continue and add additional capacity • BEV H and BEV G batteries will continue through their planned lifecycle • All new Hybrid battery • AIS, Carbon cannisters, sequencing, and 10R oil pump will continue • Coil on plug and 6R oil pump will continue thru their planned lifecycles
Sterling Axle $130 million investment	• Axle production will continue for the following vehicles: F150, Super Duty, Mustang, Expedition, Navigator, Explorer, Transit with Aviator axle production continuing thru its product lifecycle

STAMPING	
Plant	**Product Investment**
Buffalo Stamping $80 million investment	• Stampings for Edge and Nautilus will continue through their planned product lifecycles • Stampings for all new EV will be added • Stampings for Super Duty, Expedition, Navigator, E-Series and Medium Truck will continue
Chicago Stamping $30 million investment	• Stampings for Explorer, Transit, and Super Duty will continue • Stampings for Aviator will continue through their planned lifecycles
Dearborn Stamping $150 million investment (shared w/ DDMP)	• Stamping for F-150, Expedition, Navigator, Bronco, and Super Duty will continue • Stampings for Lightning will continue through their planned lifecycle • Stampings for all new EV at REVC
Dearborn Diversified Manufacturing $150 million investment (shared w/ DSP)	• Hydroforming for F-150, Expedition, Navigator, and Super Duty will continue • Axle, shock, tire and wheel, front wheel end assembly for F-150 • Tire and wheel will continue for Edge through planned lifecycle
Woodhaven Stamping $150 million investment	• Stampings for Explorer, Bronco, Mustang, and service parts will continue • Stampings for new EV will be added • Stampings and hot metal forming for Escape, Corsair, and Aviator will continue through their planned lifecycle • Stampings and hot metal forming for Explorer will continue

NEW Right to Strike Over Plant Closing and Sale Moratorium | 178C

Your UAW bargaining team fought to keep the Plant Closing and Sale Moratorium. For the first time in our history your bargaining team was also able to secure language for the right to strike over any potential plant closings during the life of the agreement. This language provides additional job security for our members and their families.

Moratorium on Outsourcing | 29U

The UAW bargaining team successfully strengthened and maintained the moratorium on outsourcing through the life of the 2023 National Agreement.

Future Stamping Strategy Meeting Developed | 39C

The bargaining team continued to voice concerns over lack of investment and utilization of our U.S. stamping operations. The company recognizes these concerns and has agreed to a new quarterly Joint Leadership meeting that focuses on future investment and product opportunities for our UAW Ford Stamping Facilities.

Sterling Axle Viability Letter | 235C

Your negotiators secured language to jointly continue the long-term viability of the Sterling Axle Plant through leadership meetings that will focus on future product and investment opportunities. The company has also committed to prepping available space in the facility for new potential work.

ELECTRIC VEHICLE & BATTERY PLANTS

BATTERY | 105C | MARSHALL | 35C | TEVC | 243C

Battery & Electric Vehicle Plants – Job Security

The Electric Vehicle transition is a critical moment for autoworkers everywhere. Our job is to make sure that all auto jobs – EV and ICE – are good jobs, and that this transition does not become a race to the bottom. With that in mind, your national negotiators secured key agreements to secure our jobs and make sure new EV jobs maintain our standards and protections.

Marshall Battery Plant Agreement (BOBM Marshall, MI)

Marshall Battery Plant will fall under the provisions of the Master Agreement at the point of lawful recognition. Special provisions regarding operational flexibility will be negotiated based on the unique circumstances of the manufacturing operations. Once recognized, surplus Ford members will have rights to jobs at Marshall in accordance with Appendix N.

Tennessee Electric Vehicle Center (TEVC) Agreement

Dearborn Truck Plant and REVC employees will have rights under a transfer of operations to relocate to the TEVC. Additionally, facilities with surplus employees will also be eligible for voluntary transfers. At the point of lawful recognition, TEVC will fall under the provisions of the Master Agreement in accordance with Article I, Section 4.

Job Security EV Transition

Additional job security will be provided, if needed, in the instance that all contractual provisions of Appendix M are exhausted. Employees will have rights to accept work at newly planned LLC Establishments in Kentucky and Tennessee under the provisions of the Master Agreement.

JOB SECURITY PROGRAM

Your negotiating team went into this bargaining session laser focused to get back many of the things that were lost during the downturn. Their goals were not only met, but exceeded in areas of elimination of wage tiers, and increasing moving allowances. **Certain plants were subject to lower wages, which has now been eliminated, thus eliminating tiers as it pertains to wages.**

All plants will now be handled through the JSP Job Posting Process, which ends tiers within Appendix N, the Preferential Placement Hierarchies. Improvements were made to Return to Basic Unit rights within the Preferential Placement Hierarchies, strengthening our member's seniority rights, and all of Appendix O, Return to Basic Unit, was restored despite a hard push by the Company.

With the **dismantling of all the wage tiers** during this historic bargaining session, your national negotiators were able to have "Appendix V – Memorandum of Understanding UAW Ford Wage & Benefit Agreement for Seniority Non-Skilled Employees Hired On or After November 19, 2007" removed from the agreement, something that was first negotiated 16 years ago heading into the great recession.

All Plants Brought to the Same Wage Scale – Eliminating Tiers | 6C
Your bargainers were able to negotiate that all plants will be at the same wage scale, bringing Rawsonville Components Plant and Sterling Axle Plant up from the Table 2 and Table 3 wage tables. This brings an end to the tiered system pertaining to wages across our facilities. In addition, these plants will be represented in Appendix N, the Preferential Placement Hierarchies, making all facilities equal within the job security posting process.

Skilled Trades Can No Longer be Forced Into Production | 132A
Your bargaining team was able to strike language in Appendix N that gave the Company the option to force skilled trade workers into production openings. Our skilled trade members will now have the option to volunteer to go into production in every scenario in the Preferential Placement Hierarchy.

Skilled Trades Reduced to Production Will Continue to be Paid Their Skilled Trade Rate of Pay | 134A
Skilled Trades working in production (SWIPs) will now be paid their applicable skilled trades rate of pay upon being reduced into production. Your negotiators were able to secure this rate of pay until receiving a job offer in their skilled classification or up to 6 months, whichever happens first.

Return to Basic Unit Rights Combined with Recall in Step 1 | 128A, 134A
Your negotiators were able to combine Return to Basic Unit rights with regular recall. This adjustment, combining Step 1a and Step 1b in both Hierarchies, will allow for seniority to be the sole factor in recalling our members.

No More Tiered Vacation Time In-Progression to Equal Legacy Workers | 229A
In-Progression workers' vacation time was capped at 160 hours. Your bargaining team was successful in ending the inequality concerning vacation time amongst our members. The maximum vacation allotment for In-Progression workers has increased to 200 hours, which now mirrors Legacy workers.

Entire Plant Now Eligible for Postings when Mandatory Offers Occur | 130A, 136A
Your bargaining team won new language allowing volunteer job offers to the whole plant prior to those lower seniority members that are subjected to mandatory job offers.

Improvements Made for Access to MODAPTS Studies for UAW Representatives | 150C
Your bargaining team was successful in winning language to grant additional UAW representatives access to Global Study Process Allocation System (GSPAS), which will help in the issue of time studies done on jobs at their facilities.

Increases to Moving Allowances | 56A-58A

Your bargaining team was able to secure increases to all available moving allowances:

- The Basic Moving Allowance increases from $6,000 to $8,000, a 33% increase.
- The Enhanced Moving Allowance increases from $30,000 to $37,500, a 25% increase.
- The Modified Enhanced Moving Allowance increases from $30,000 to $37,500, a 25% increase. If a member returns to their basic unit under this option they will receive $8,000, a $2,000 increase.

INCREASED MOVING ALLOWANCES			
Moving Allowance Type	Old Contract	New Contract	Increase
Basic Moving Allowance	$6,000	$8,000	$2,000
Enhanced Moving Allowance	$30,000	$37,500	$7,500
Modified Enhanced Moving Allowance	$30,000	$37,500	$7,500

SEPARATION PACKAGES

Enterprise-Wide Buyout Offerings | 73C

Your UAW bargaining committee was successful in negotiating enterprise-wide buyout offerings for our legacy members. The Special Retirement Incentive (SRI) will be for $50,000 (gross pretax) for an unlimited number of eligible production and skilled trade members. The sign-up period for the SRI will be determined by the national parties and all eligible applicants will be required to retire during the 2024 calendar year (by 12/1/2024)

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)

Supplemental Unemployment Benefit (SUB) Improved | 47U
The UAW was successful in strengthening the protections for each member covered by the Supplemental Unemployment Benefit Program (SUB). With funding assured for the life of the agreement, the negotiators were able to secure protection for our members in cases of layoff.

SUB Eligibility | 118A, 9G
All members, including Temporary Full-Time (TFT) members, will be SUB eligible after 3 months of continuous employment.

Global and/or Domestic Acts of Terrorism | 4C
In cases of Global or Domestic acts of terrorism, the Company will pay short work week for the duration of the incident in that current pay period.

Delayed Sub Benefits | 52C
Your negotiators won language allowing for SUB benefits to be paid in cases of a delay in State Unemployment Benefits.

Short Work Week Benefit | 10G
Short Work Week will now be paid for any member with 3 months of continuous employment: This includes both Full-Time and Temporary Full-Time members.

Parity in Income Security/SUB Pay | 15 G
Our negotiators secured language eliminating tiers and obtaining parity in Income Security/ SUB Pay. All full-time members with 3 months of continuous employment will now be eligible for one year of SUB Pay and one year of TAP (Transition Assistance Plan) benefits if placed on an indefinite layoff. This also allows our members to continue healthcare benefits for 24 months while on indefinite layoff.

Supplemental Unemployment Benefits for the Duration of the Agreement | 47U
Your negotiators won language that ensures the Company funds the SUB plan for the length of the agreement.

Short Work Week Overtime Improvements | 18G
Short Work Week benefit will be paid per day with no loss of benefit for overtime worked or refused before or after the occurrence.

TEMPORARY WORKERS

NEW STARTING WAGE: $21.00

Your UAW national negotiators went into this set of negotiations with the mindset to improve all areas for the temporary workforce. The misuse of temporary workers has historically been an issue and was one of the top priorities of your negotiating team therefore upon ratification all active temps with over three months of continuous service will be converted to full-time status after ratification. Major improvements in all aspects of the temporary workforce were achieved, including the time of employment it takes to become full-time. The UAW national negotiators were able to win improvements for temporary workers, many of which help bring equality within our membership.

All Temporary Workers to be Converted to Full-Time Status | 240C
Your national negotiators were able to win language that will allow for the converting of all temporary workers with three months of continuous service. Upon ratification all temporary workers who have three months of continuous service will convert to full-time status. Those who do not have three months of continuous service will convert upon reaching 9 months of continuous employment or if there is a full-time need at the facility (following the Preferential Placement Hierarchy), whichever happens first.

9-Month Maximum Period to Full-Time Status | 50C-51C
Your bargaining team was successful in lowering the maximum length of time it takes to become a full-time worker to 9 months of continuous employment. If a temporary worker is inactive for more than 30 days, only the period over 30 days will need to be made up towards the 9-month period. Temporary workers may still be converted to full-time status prior to the 9-month period.

Upon Conversion to Full-Time Status Workers Keep Original Hire-In Date | 112A
Your bargaining team was able to negotiate language that when temporary employees are converting to full-time status they will retain their original hire-in date as their Ford Service Date, so long as they have not had a 30+ day break in their continuous service. This will separate full-time conversion groups by their original hire-in date for purposes of seniority. This is a major win from the 90-day backdate conversion language used in the 2019 UAW Ford CBA. This new process will take effect on January 1, 2024 and continue thereafter.

Temporary Workers Now Eligible for Profit Sharing Plan | 113A, 17H
Your bargaining team was able to win eligibility for temporary workers into the Profit Sharing Plan, starting in 2024 for plan year 2023. This is a historic win for these members, as it is the first time they will be eligible for the Profit Sharing Plan since its inception over 40 years ago in 1982.

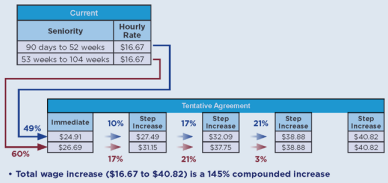
Temporary Workers Eligible for Bereavement and Jury Duty Pay | 113A
Your negotiators were able to win language for temporary workers to be eligible for Bereavement and Jury Duty pay, with the same qualifying paid time off as a seniority member.

Holiday Pay Eligibility Improved | 114A
Your bargaining team was able to improve Holiday Pay eligibility for temporary workers from 90 days worked to three months of continuous service.

Orientation for Our Members Who Convert to Full-Time Status | 111A-112A
Language was won by your bargaining team for newly converted full-time workers to be given a joint orientation. The orientation will give our members an opportunity to learn what it means to be a full-time member as it pertains to benefits, National Attendance Policy, vacation eligibility, etc.

Up Front Lump Sum Payment | 253C
All active Temporary Workers will receive the $5,000 Up Front Lump Sum Payment. Payment will be made within two weeks of ratification of the agreement.

Wage Increases for Current Temps with Three Months of Continuous Service



- **Total wage increase ($16.67 to $40.82) is a 145% compounded increase**

*Credit received for all time worked
*Does not include estimated $1.78 COLA over CBA term

ATTENDANCE

Increased Disciplinary Progression Steps | 154 C
Your negotiators fought to add an additional absenteeism occurrence step into the disciplinary progression table increasing from (7) steps to (8) steps.

Measurement Period for Discipline Reduced | 153C
Discipline administered at the 4th and 5th occurrence steps will be locked in for the calendar year or six (6) months, whichever is greater, reduced from twelve (12) months.

Discipline Suspension Days Reduced | 154C
The maximum discipline suspension is two (2) weeks, reduced from one (1) month.

Increased Flexibility for Paid Time After-the-Fact | 153C
Eligible members may now use up to (60) hours of personal or vacation time after-the-fact on an annual basis. Prior to progressing to termination a member may request and be granted, only once, the ability to use paid time after-the-fact for unforeseen absence(s) leading to the 8th occurrence step provided that the member has properly notified the Company of the absence(s).

Discipline Will Follow Progression | 154C
Discipline progression will be based on the most recent attendance discipline penalty on record, except in cases of consecutive absences which are counted individually.

Discipline Records Revert to Zero | 155C
All members will revert to zero (0) occurrences and (0) discipline for the charge of absenteeism upon implementation. *Will not take place until January 1, 2024*

OCCURENCE AND DISCIPLINARY PROGRESSION		
Occurence Number	Penalty	Measurement Period
1st Occurence	No Penalty	January 1 - December 31
2nd Occurence	No Penalty	January 1 - December 31
3rd Occurence	No Penalty	January 1 - December 31
4th Occurence	R & W	(6) Month Lock-In Discipline Period
5th Occurence	RW + 1 Day	(6) Month Lock-In Discipline Period
6th Occurence	RW + 3 Days	(12) Month Lock-In Discipline Period
7th Occurence	R&W + 2 Weeks	(12) Month Lock-In Discipline Period
8th Occurence	Termination	

Other Attendance Improvements

Family Days Retained | 79C-80C
Your negotiators fought to keep up to two (2) Family Days for the life of the agreement for members who are eligible. Members with active absenteeism discipline are no longer prevented from scheduling their Family Days in advance.

Enhanced Bereavement Provisions | 38A
Members may request and be paid for approved days off in instances that do not involve a formal service in the event of death. However, members must provide rationale for the days requested in addition to the documentation substantiating relationship to the deceased.

Enhanced Bereavement | 38A

- In response to Union concerns, improvements were made in bereavement pay matters. In the new agreement, an eligible member will now receive 5 days in the event of death of a stepparent, improved from 3 days.
- The agreement also adds "brother-in-law" and "sister-in-law" to the list of immediate family members. This will allow an eligible member to receive three days of bereavement pay.

Veteran Medical Appointments | 257C
Your negotiators recognize the sacrifices of our veterans and to help further assist those who have or are in the process of securing benefits/medical service and have prescheduled medical appointment with Veteran Affairs Medical Department shall not be an occurrence under the National Attendance Policy with a 5-day notice and proper documentation.

HEALTH CARE BENEFITS

IMPROVED. EXPANDED. PROTECTED

Health Care During Layoff Improved | 29F-30F
Your bargaining team addressed the inequity of health care coverage during indefinite layoffs. As a result, all full-time members will receive 24 months of health care coverage when placed on indefinite layoff. This will provide security to members and their eligible dependents.

Vision Care Program Improvements
Members and dependents who have vision benefits under the Vision Care Program administered by SVS will have the following vision improvements beginning on the effective day of the agreement;

- Members and dependents will now be eligible for frames, lenses or contacts every 12 months | 37F
- Corrective eye surgery (LASIK) reimbursement amount increased to $350 | 35F
- Waiting period for lenses, frames and contacts, reduced to 12 consecutive months following corrective eye surgery (LASIK) | 36F

Chiropractic Care Now Covered | 49F
Members and dependents enrolled in the BCBS National PPO Plan will now have Chiropractic Care as a covered benefit effective January 1, 2024. This will include spinal manipulation. The plan will allow for 24 visits annually with a copayment equal to the member's office visit copayment.

Medical Travel Benefit | 50F
This new benefit allows members enrolled in the BCBS National PPO Plan a medical travel reimbursement of up $2,000 per member per calendar year for certain medical services. Travel must be greater than 150 miles from their home. This benefit will be effective January 1, 2024 or as soon as administratively feasible.

Preventative Screening Coverage Enhanced | 45F-46F
Members enrolled in the BCBS National PPO Plan will have coverage for the following preventative services without a diagnosis code requirement effective January 1, 2024 Complete Blood Count (CBC), Comprehensive Metabolic Panel (CMP) and Basic Metabolic Panel (BMP)

Fertility Benefits | 50F
Fertility Benefits will be covered for members enrolled in the BCBS National PPO Plan. This benefit will begin on January 1, 2024 or as soon as administratively feasible. The benefit includes medical services and prescription drugs with a maximum annual benefit of $5,000 per member and covered spouse only.

GROUP LIFE INSURANCE

Survivor Income Benefits (SIB) | 5E
Prior to this contract, seniority non-skilled and new skilled trades (hired or attained journeyperson status on or after November 18, 2019) were not eligible for Survivor Income Benefits. Under this contract, all full-time members will be eligible to receive Survivor Income Benefits (SIB). This includes Transition and Bridge Survivor Income Benefits eligibility. This provides families with income security in the event of a member's death.

Optional Life Insurance Enhancements
Members can increase Optional Life coverage up to $700,000 **9F**. Additional incremental option amounts are now available. Dependent Group Life maximum coverage amounts improved to $175,000 for the spouse and $70,000 **4F** for the loss of a dependent child. Yearly open enrollment periods were renewed **167C**. Stability of this member self-paid program was addressed and rates were **adjusted for long term viability. 5F, 10F, 168C**

OTHER BENEFITS

***NEW* TESPHE (401k) Annuity Retirement Option | 12C**
Your negotiators bargained an option that allows the conversion of your TESPHE (401k) account to an annuity upon retirement. Annuities are contracts made with an insurance company that provide a fixed income stream used for retirement. It can also provide tax deferral and protection against market volatility that can be beneficial in retirement. Implementation will happen as soon as administratively feasible.

Life Income Benefit | 65D,67D
The Life Income Benefit rate will be increased $5 upon ratification of the 2023 collective bargaining agreement.

Legal Service Plan Enhancements | 134C-138C
The Union successfully negotiated the continuation of the plan. The Union also won funding for the life of the agreement. Temporary members are now eligible for plan services after 90 days of employment. Any case that is opened will be completed regardless of the status of the member.

HEALTH & SAFETY

Negotiators Win Increased Protections
Your elected negotiators won new training programs, as well as improvements in existing programs, to help keep you safe on the job. Bargainers also maintained many of our programs and initiatives that exceed state and federal guidelines. A variety of complex health and safety issues were addressed by the negotiators, including ergonomics, emergency response, material-handling, chemical safety training updates, trailer inspections, new BEV core team involvement, Artificial Intelligence and others.

Emergency Response Teams Equipment Improvement | 197A
The importance of Emergency Response Teams (ERT) at the facilities cannot be underestimated. Your negotiators recognized this and secured the commitment that our ERT core team will conduct an equipment evaluation for required equipment and missing equipment and develop a plan to replace what is needed.

Local Ergonomics Committees Properly Supported | 171A
In the continuing effort to reduce injuries to our members, the negotiators obtained a recommitment from the Company to provide an Ergonomist on the National Joint Committee Health and Safety (NJCHS) to support our Local Ergonomic Committee.

Enhanced Focus on Changing Technology and ECPL Placarding | 94C
The negotiators are keenly aware of the importance of Energy Control and Power Lockout (ECPL) practices and placarding to the membership. Recognizing the ever-changing technological landscape, the committee insisted that the National Joint Committee Health and Safety explore placarding best practices and incorporate them into the ECPL program.

Enhanced Dock Lighting Inspections | 94C
The Company will ensure that each manufacturing/parts distribution facility will develop and implement inspections for exterior lighting providing proper illumination for our members' safety.

Chemical Safety Improvements | 100C
The negotiating committee expressed concerns regarding the many different chemicals the membership is exposed to especially with the new technological processes in manufacturing. As a result, the Company agreed to update and distribute chemical supplemental sheets and develop/deliver a Chemical Safety Refresher.

Trailer Inspection | 94C
Realizing the importance of trailer inspections for the safety of our members, the negotiating team secured commitments to research and benchmark industry wide trailer inspections securing the best practice for the membership. These best practices shall be presented by the NJCHS to the Manufacturing and Non-Manufacturing Safety Councils for adoption.

Isolated Worker Safety | 194A
The safety of members performing work in isolated conditions was a concern of the negotiating team. It was agreed that the NJCHS will explore and pilot technologies to reduce isolation work exposure and improve the safe execution of isolated work across the facilities.

Safety Messaging | 94C
Safety communication is mutually important for both the Union and the Company. Understanding the importance of standard messaging throughout all the facilities, it was agreed to explore multiple messaging process improvements.

Artificial Intelligence Technology Research | 94C
Protecting the health and safety of the membership is the first priority of the negotiating team. To that end, the negotiating team expressed concerns regarding the influence of AI technology in the workplace. Therefore, it was resolved that research by the NJCHS into AI technology and how it relates to worker safety and its application to facility operations was obtained by the negotiators.

Voluntary Cardiac Pulmonary Resuscitation (CPR) Training | 94C
In an effort to boost the health and safety of the membership, the Company agreed that all facilities will offer, on a voluntary basis, Friends and Family CPR training to the workforce.

Battery Electric Vehicle (BEV) Core Team | 95C
The negotiating team is very aware of the changing manufacturing technology and the challenges these new processes present to the occupational health and safety of the membership. To that end, the negotiators secured NJCHS membership to the BEV Core Team. This team is responsible for battery electric vehicle safety programs including ensuring the safety of our membership.

Research Funding | 44C
The negotiators remain committed to the Health and Safety of the membership and secured a recommitment from the Company to initiate and fund research into Breast Cancer Prevention Studies and Opioid Use Disorder. Additionally, the Company will initiate and fund research into the Health and Safety of workers exposed to Epoxy Resins, Thermal Decomposition Products and Isocyanates. Lastly, to participate in the study of Engineered Nano Materials with The National Institute for Occupational Safety and Health (NIOSH).

RECORD PROFITS
EQUAL
RECORD CONTRACTS
VALUE OF GAINS IN TENTATIVE AGREEMENT
VS.
Value of gains in 2023 TA worth more than 4X value of gains in 2019 CBA
More in raises than past 22 years combined.
2019 CBA
2023 TA

RECORD PROFITS
EQUAL
RECORD CONTRACTS
Wage Increases in 2023 Ford Agreement
25%
All Wage Increases from 2001–2022
23%
Current Ford Temps Get
150%
Raise Through 2023 Agreement
Some Workers at Sterling Axle/Rawsonville Get up to
88%
Raise Immediately
Starting Wage Will Increase About
68%
Top Wage Will Increase About
33%
Through 2023 Ford Agreement
* w/ est. COLA and compounded GWI
WE MADE HISTORY
• Won Back Pre-'09 COLA in Ford Agreement
• Won Back 3-Year Wage Progression
• Killed Divisive Wage Tiers
STRIKES WORK
Since we launched our Stand Up Strike, Ford's offer increased in value by
50%

SAVING THE
AMERICAN DREAM
UAW
STAND UP
RECORD
PROFITS
RECORD
CONTRACTS
CTU
20

RETIREMENTS UNDER THE NEW CONTRACT

Your bargaining committee was able to fight for an agreement that provides significant improvement in retirement security for future retirees by securing an immediate increase in the Life Income Benefit of $5.00 per year of credited service for all future retirees. This increase is the first in the Life Income Benefit since the 2007 agreement. **| 65D, 67D**

LIFE INCOME BENEFIT		
Benefit Class Code	**Current Contract**	**Retirements on or after 10-01-2023**
A	$53.55	$58.55
B	$53.80	$58.80
C	$54.05	$59.05
D	$54.30	$59.30

The 30-and-out benefits will be increased $295 per month under this proposed historic agreement. Members who retire with 30 years of service prior to age 62 and one month. Monthly income will increase from $3,170 to $3,465 for retirements on or after October 1, 2023. **| 73D**

30-and-out Supplement

30-and-out Monthly Income		
	Current Contract	**Retirements on or after 10-01-2023**
Current Contract	$3,170.00	$3,465.00

Temporary Supplemental Benefit

Retirees who qualify for a total and permanent disability retirement, or for a special early retirement (layoff due to plant closings or discontinuance of operations) prior to age 62 and one month, will receive the Temporary Benefit combined with the Life Income Benefit unreduced for early retirement. This benefit was improved in this proposed agreement. **| 62D, 72D**

Temporary Benefit		
Retirement Date	**Current Contract**	**Retirements on or after 10-01-2023**
Current Contract	$51.40	$56.20
Maximum Payment	$1,542	$1,686

Current Retiree Bonuses Return | 149C

Current Retirees will once again receive a lump sum bonus under the proposed agreement. Your bargaining team negotiated bonuses for retirees who retired prior to 10-01-2023. Retirees and surviving spouses will receive a total of five yearly payments of $500 each. The first payment will be scheduled no later than the end of the first quarter of 2024, and the remaining payments will be scheduled in December 2024, 2025, 2026, and 2027.

Interim Supplement | 75D, 76D

The Interim Supplement is paid to retirees who retire prior to age 62 and one month with less than 30 years of service. The amount per month per year of credited service, under the current agreement, payable at retirement ages 60 and 61, is $48.85. The improved amounts negotiated under the proposed agreement is $53.37, effective Oct. 1, 2023, paid until age 62 and one month addition to the basic benefit described above, reduced for early retirement.

TESPHE Improvements | 22I

Your bargaining team fought to improve retirement security for members who are eligible for the company contribution and was successful in gaining a significant improvement in the company contribution to the TESPHE for our members who currently have a 6.4 percent company contribution rate. With the new agreement, In-Progression employees will receive a significant increase in the company contribution rate to 10 percent. This increase will greatly improve the ability to prepare for a secure retirement.

Wage Rate per hour	Annual Contribution @6.4% based on 40 hours	Annual Contribution @10.0% based on 40 hours	Annual Increase in Company 401(k) Contributions	Increase in Company Contribution over life of the agreement (4.63 years)	Total 401(k) Contribution over life of the agreement including $1 in lieu of Health Care Contribution
$23.00	$3,061.76	$4,784.00	$1,722.34	$7,973.97	$31,780.32
$24.00	$3,194.88	$4,992.00	$1,797.12	$8,320.67	$32,743.36
$25.00	$3,328.00	$5,200.00	$1,872.00	$8,667.36	$33,706.40
$26.00	$3,461.12	$5,408.00	$1,946.88	$9,014.05	$34,669.44
$27.00	$3,594.24	$5,616.00	$2,021.76	$9,360.75	$35,632.48
$28.00	$3,727.36	$5,824.00	$2,096.64	$9,707.44	$36,595.52
$29.00	$3,860.48	$6,032.00	$2,171.52	$10,054.14	$37,558.56
$30.00	$3,993.60	$6,240.00	$2,246.40	$10,400.83	$38,521.60
$31.00	$4,126.72	$6,448.00	$2,321.28	$10,747.53	$39,484.64
$32.00	$4,259.84	$6,656.00	$2,396.16	$11,094.22	$40,447.68
$33.00	$4,392.96	$6,864.00	$2,471.04	$11,440.92	$41,410.72

Continued:

Wage Rate per hour	Annual Contribution @6.4% based on 40 hours	Annual Contribution @10.0% based on 40 hours	Annual Increase in Company 401(k) Contributions	Increase in Company Contribution over life of the agreement (4.63 years)	Total 401(k) Contribution over life of the agreement including $1 in lieu of Health Care Contribution
$34.00	$4,526.08	$7,072.00	$2,545.92	$11,787.61	$42,373.76
$35.00	$4,659.20	$7,280.00	$2,620.80	$12,134.30	$43,336.80
$36.00	$4,792.32	$7,488.00	$2,695.68	$12,481.00	$44,299.84
$37.00	$4,925.44	$7,696.00	$2,770.56	$12,827.69	$45,262.88
$38.00	$5,058.56	$7,904.00	$2,845.44	$13,174.39	$46,225.92
$39.00	$5,191.68	$8,112.00	$2,920.32	$13,521.08	$47,188.96
$40.00	$5,324.80	$8,320.00	$2,995.20	$13,867.78	$48,152.00
$41.00	$5,457.92	$8,528.00	$3,070.08	$14,214.47	$49,115.04
$42.00	$5,591.04	$8,736.00	$3,144.96	$14,561.16	$50,078.08
$43.00	$5,724.16	$8,944.00	$3,219.84	$14,907.86	$51,041.12
$44.00	$5,857.28	$9,152.00	$3,294.72	$15,254.55	$52,004.16
$45.00	$5,990.40	$9,360.00	$3,369.60	$15,601.25	$52,967.20
$46.00	$6,123.52	$9,568.00	$3,444.48	$15,947.94	$53,930.24
$47.00	$6,256.64	$9,776.00	$3,519.36	$16,294.64	$54,893.28
$48.00	$6,389.76	$9,984.00	$3,594.24	$16,641.33	$55,856.32
$49.00	$6,522.88	$10,192.00	$3,669.12	$16,988.03	$56,819.36
$50.00	$6,656.00	$10,400.00	$3,744.00	$17,334.72	$57,782.40
$51.00	$6,789.12	$10,608.00	$3,818.88	$17,681.41	$58,745.44
$52.00	$6,922.24	$10,816.00	$3,893.76	$18,028.11	$59,708.48

Note: Assumes 40 hours per week for 52 weeks. No increase in pay and no earnings on Company contributions.

SKILLED TRADES

Your bargaining team was successful in improving language for all of our skilled trade workers. A $1.50 tool allowance will be added to all skilled trade classification wage rates. A $3 million investment will be allocated for tool rooms systemwide. Language was secured for our apprentices including a new robust apprentice forecasting methodology. Skilled trade journeypersons retiring from an apprenticeable trade classification prior to age 61 will now be replaced with an apprentice on a one-for-one ratio, providing job security for our skilled workforce.

Skilled Trades Tool Allowance | 29A
The national negotiating committee was successful in attaining a special one-time increase of $1.50 per hour that will be added to the base rates of skilled tradespersons. The increase will be applied upon ratification of the tentative agreement after the general wage increase of 11% for 2023.

Tool Room Investment | 65B
Our negotiators were successful in bargaining a $3 million investment for plant traditional tool room machinery. Plants will be able to submit requests/business case for new tool room equipment to the National Joint Skilled Trades Governance Committee for consideration.

Dearborn Tool And Die Investment | 47B
Our negotiators were successful in securing $15 million in capital investment for new technology for the Dearborn Tool & Die Plant. This represents a $5 million increase from the 2019 agreement.

Technical Training Center Investment | 67B
Our negotiators won a $5 million capital investment for the Technical Training Center. This funding will be allocated to improve the existing facility in technology and equipment at the TTC, and to develop new curriculum for Apprentices, Journeypersons and Production Workers.

New Apprentice Tracking System | 39B
The parties have agreed to identify and implement a new apprentice tracking system to enable the National Joint Apprenticeship Committee and the Local Joint Apprentice Committee (LJACs) to accurately track apprentices as they progress through their required training.

TTC Instructor Opportunities | 39B
Our negotiators won language allowing active journeypersons becoming trainers/instructors at the Technical Training Center. This will ensure our members receive the most current skill sets in technology moving forward.

Reduction-in-Force Language for Active Apprentices Strengthened | 34B-37B
The Union negotiated language stressing the importance for apprentices to continue a training path that is without interruption during the term of the apprenticeship program.

New Spindle Repair Locations | 61B
Our negotiating team was able to secure two new spindle repair locations (Center of Excellence) in Southeastern Michigan and Ohio. The centralized locations will service all Southeastern Michigan plants and Ohio plants.

Plant Apprentice Program Subcommittees | 13B
Local Subcommittees of the Joint Apprentice Committee will be strengthened by adding a member of the Plant Operating Committee/Area Manager to the team.

Apprentice Forecasting and Development | 40B-46B
Our negotiators succeeded in increasing the percentage and threshold ratio for apprentices. Forecasting methodology defines an annual calculation of skilled trades that will turn age 65 under each year of the agreement. 55% of that number will generate new indentured apprentices (per location) of that defined calendar year. The 2023 CBA methodology snapshot will indenture approximately 700 new apprentices system wide by the end of the agreement. Each location will jointly identify the trade mix of indenturing apprentices. Additionally, we were able to raise the required number of apprentices as a percentage of each location's skilled population from 5% in 2019 to 8% in 2023.

One for One Replacement | 41B
Negotiators were able to secure language which will replace every journeyperson from every apprenticeable trade voluntarily separating prior to age 61 with an apprentice the following year.

New Technology & Advanced Manufacturing | 68B
Reaffirmed commitment to a monthly meeting of the National Joint Apprentice/Governance Committee on technological progress to ensure awareness and involvement of the deployment of emerging technologies. Language was captured to install and train on WorkStation of Tomorrow assembly line at the Technical Training Center.

WORK LIFE BALANCE

Maximum of 1 Week for Vacation Shutdown Period | 255C
Your national negotiators were able to win language that plants can only mandate 1 week for a vacation shutdown period. Many of our members will be able to retain a whole week of vacation to be used at their own discretion. Eligible members at plants that have multiple weeks of a shutdown period will be able to file for Unemployment and Supplemental Unemployment Benefits (SUB).

Paid Parental Leave | 59A
Paid Parental Leave will be provided to seniority full-time members to be able to bond with a child following the birth, adoption, or placement of a foster child under the age of 18. Eligible members will receive pay for up to 80 hours in a 12-month period.

Additional Holiday Added | 43A, 44A
The bargaining team was successful in negotiating Juneteenth as an additional holiday to be recognized each year of the agreement.

Changing Shift on AWS | 9C
The Union won language that allows members moving from C Crew to A Crew to have the following opportunities: The member will have the opportunity to work a different scheduled day in the current week to make up for the transition or to be laid off (full or partial shift) one day in the previous or current week of the move. The layoff day will be at the discretion of the local parties.

ADVANCED MANUFACTURING & SOURCING

Advanced Manufacturing/Product Intelligence
The transition to electric vehicles coupled with the constant evolution of emerging technologies in the automotive industry will have a profound impact on our UAW Ford manufacturing facilities. Now more than ever we need to be knowledgeable and flexible as we pivot toward this monumental change. Transparency and collaboration between the UAW and Ford Motor Company is essential for both parties to meet this challenge. To that effect your UAW negotiations team won several contractual improvements in advanced manufacturing.

Developed Advanced Manufacturing Governance Training Committee | 156A
Your UAW bargaining team won a commitment from the Company to develop an Advanced Manufacturing Governance Training Committee to assess needs for relevant trainings, provide support and ensure implementation of identified trainings.

Access to Additional Advanced Manufacturing and Product Intelligence Meetings and Reviews | 144A
The bargaining team improved the language that provides access and early involvement into meetings and reviews directed towards new technologies and the transition to electric vehicles.

Access to Battery Research Facilities and Emerging Battery Technology | 145A
The bargaining team won access to the company owned battery research facilities and new battery technology reviews.

Workstation of Tomorrow Training Cell to be Added at the UAW Ford Technical Training Center | 68B
The bargaining committee won a $1 million dollar investment towards a Workstation of Tomorrow assembly cell for the purpose of training our skilled and production UAW Ford members as advanced technologies are introduced.

Sourcing
Stamping Hits and Loads | 10C
The Company must provide the Union with stamping hits & loads quarterly, of all UAW Ford Stamping facilities. This allows the UAW-NFD to determine the health of our stamping plants, and if needed to look for and attempt to insource work.

Purchasing Liaison | 109C
The Purchasing Liaison language was updated. The Union has a direct line to Purchasing to ask for and receive Sourcing information.

QUALITY

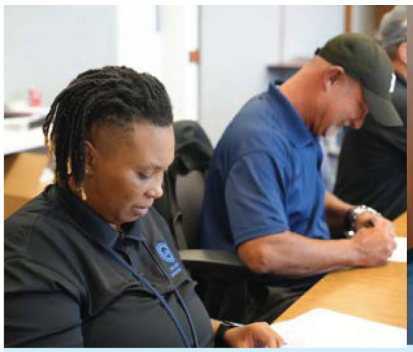
Quality Programs Strengthened
UAW members play a crucial role in the UAW Ford "Best-in-Class" Quality Program. Your negotiators strengthened supplier relations, reinforced the charter process, and protected the number of existing Quality Operating System Coordinator (QOSC's). By doing so, the union will have the ability to hold the Company accountable to the Quality Operating System (QOS) and provide us with greater job security.

Joint Scheduled and Unscheduled Visits | 160A
Your negotiators won language that will provide the National Quality Committee (NQC) with tools used for unscheduled (No-Knocks) and scheduled audits. This will provide improvements to the "UAW Ford Best-in-Class Quality Program."

Supplier Relations Fortified | 165A
The National Quality Committee will have monthly access to the list of UAW suppliers that are "at-risk" or had their Q1 status revoked. Monthly access will allow the NQC to address concerns prior to having Q1 status revoked. This will enhance the quality of products coming into our UAW Ford facilities.

Importance of Quality Training for UAW Members | 26U
Your negotiators discussed the importance of quality training for our new and existing members. As a result of those discussions the National Quality Committee (NQC) is committed to:

• Review and update all quality targeted training modules to train and/or re-train the hourly work force in quality as needed.
• Provide updated quality training sections in the New Member Orientation (NEO) yearly.



EMPLOYEE SUPPORT SERVICES PROGRAM (ESSP)

Medical Testing Clarification | 66C
Under present conditions, Medical will use the Clinical Operations Substance Abuse Manual and will not test members for marijuana when returning from a medical leave unless the member:
• is a DOT operator,
• is returning from a substance use disorder leave; or
• is showing signs of impairment.

Wellbeing Recognition | 66C
A wellbeing recognition program was negotiated for members that make significant improvement to their wellbeing. This program is being developed by the National ESSP Committee and will be communicated to the membership from the local ESSP representatives.

Plant ESSP Representatives Training | 214A
ESSP plant representatives will receive professional development wellbeing training to promote healthy lifestyles in the plants.

Fitness Center Allocations | 219A
Your bargaining team negotiated a total of $2.5 million up from $2.0 million, to maintain and or replace fitness center equipment and fund wellbeing objectives.

Fitness Center Vouchers | 219A
Gym vouchers will be increased from $250 to $350 annually for members at Plants, Parts Supply & Logistics (PS&L) locations without fitness centers.

ESSP/Chairperson Notification | 66C
The bargaining team won language for ESSP Representatives and Chairpersons to be notified in level 1 of the emergency response plan.

Chaplaincy Ordination and Certification | 68C
Certification and Ordination training for Chaplains will be covered by the Personal Development Assistance (PDA) (according to the program guidelines).

Grievance Reinstated into the Substance Abuse Related Leave Process | 194C
The grievance procedure was added back into the third step of the (SARLP) process which was previously eliminated.

Employee Tuition Assistance Plans (ETAP)

A major objective of the Education, Development and Training Program (EDTP) is to prepare UAW workers, and their dependents for the work environment of the 21st century. Your UAW negotiating team won significant improvements in EDTP as listed below:

Education Tuition Assistance Program (ETAP) Increases to $8,000 | 206A
Your negotiators recognized the high cost and importance of education for UAW workers. Your negotiators won an increase in the ETAP benefit to $8,000 annually (up from $6,000) for active workers leading to a GED or degree (Associates, Bachelors, Masters, or Ph.D.) at an approved regionally accredited institution.

Temporary Workers Now Eligible for ETAP and PDA Benefits | 206A
Temporary workers are now eligible to use the full ETAP ($8,000) and PDA ($4,000 of the $8,000) benefit for tuition assistance after 90 days of employment. Previously, temporary workers could only use PDA for Industrial Readiness Certificate Program (IRCP) courses and were not eligible for ETAP.

Personal Development Assistance (PDA) Increases to $4,000 | 207A
Your negotiators recognized the increased cost and importance of non-degree educational courses for UAW members. Negotiators won an increase in the PDA benefit to $4,000 annually (up from $3,000) for job-related courses, workshops, and seminars.

Book Reimbursement Increase | 206A
Textbook reimbursement for ETAP will now increase from $600 to $1,000 per year.

UAW-Ford Scholarship for Dependent Children Increase/Additional Benefits Added (UAW-Ford SDC) | 250C
Your negotiators recognized the importance of additional resources and funding needed for a college education. Negotiators were successful in gaining a Dependent Scholarship increase to $1,600 (up from $1,500) and gained eligibility to add the cost of books when applying for the Dependent Scholarship. Previously, the cost of books could not be included. In addition, graduate courses (previously not eligible), are now eligible for the Dependent Scholarship.

Retiree Education Opportunities Expanded | 206C
Your UAW negotiating team won improvements in retiree education. Retirees may now use their full $2,000 benefit to attend classes at colleges or universities approved at regionally accredited institutions. Previously, retirees could only use half of the benefit for colleges and universities.

Link to ETAP Application Portal Added to Life@ford.com | 62C
Under new language won by your negotiating team, members will now have access to the ETAP application portal on the Life@Ford.com site where members view their paychecks.

CONTINUOUS IMPROVEMENT/ TOTAL COST

Added 18 Continuous Improvement Specialists System Wide | 2U-3U
Your negotiators added 18 additional Continuous Improvement Specialists system wide while grandfathering in the current Ford Production System (FPS) coordinators. In addition, the FPS Coordinator name was changed to Continuous Improvement Specialist, this will place the representatives further under the Continuous Improvement umbrella.

Training and Development Initiatives | 107C
The negotiators were successful in adding language to ensure training and development initiatives for our new and existing hourly team leaders.

Assess Plant Work/Group Team Submissions | 72A
The bargaining team added language to monitor and assess plant work/group team submission request to ensure continual alignment with core work group/team structure.

Research and Reward Program | 2U, 3U
A research, reward and recognition program related to the cost save process was added by your negotiators.

DIVERSITY, EQUITY & INCLUSION

Your UAW negotiators are dedicated to promoting a workplace that prioritizes diversity, equity, and inclusion and treats every individual with the respect and value they deserve. Therefore, language was secured to foster an environment free of harassment, discrimination, and retaliation in the workplace.

Name Change | 248C
In this agreement, the national negotiators agreed to change the program name to UAW Ford Joint Diversity, Equity, and Inclusion Program (local and national) to reflect the current industry standard for Diversity and Inclusion initiatives.

Apprentice Mentoring Pilot | 15U
The UAW negotiators were committed to improving the apprentice experience as they transitioned into a skilled trades career. The national DEI and Joint Apprentice Committee will partner to design, launch, and evaluate a new Apprentice Mentoring Pilot Program.

Additional Holiday Added | 43A,44A
The bargaining team was successful in negotiating Juneteenth as an additional holiday to be recognized each year of the agreement.

Stronger Discrimination Language Added | 61A
Discrimination against a member based on genetic information (Genetic Information Nondiscrimination Act) or for being pregnant is not allowed. Both were added to contractual discrimination language. (Article 10 Sec 9(a))

Joint National Diversity Equity and Inclusion Events | 122C
The national negotiators recognized the value of educating and celebrating our diversity at UAW Ford. They gained language to host new events, e.g., Women's Conference, Men's DEI/Health Conference, and a Rosie the Riveter Campaign.

Diversity Equity and Inclusion Supplemental Traveling Trainer Pool | 56C
The national DEI committee will create a supplemental training pool to cover New Employee Orientation, "Respectful Workplace Training," and other agreed-upon training as needed.

Diversity, Equity, and Inclusion Alignment | 55C
Recognizing the values of collaborating, the national DEI committee will establish a regular meeting cadence with Ford Global DEI and Ford Employee Experience organizations to discuss alignment, training initiatives, and DEI/Culture calendars.

Policies and Reporting | 42C
The national negotiators discussed the importance of the accessibility of policies and reporting harassment. A tab titled (Speak-up/Anti-Harassment Policy) will be added to Life@ford on the UAW-Ford member page. As technologies change, we will explore ways to make it easier for members to access policies and reporting information.

DEI Certification | 141C
All current and new Local Joint DEI Committee members (hourly and salaried) will attend a DEI certification program during the term of this agreement.

SENIORITY AND PROMOTION

Travel Compensation for Temporary Assignment | 236C
Your bargaining team was able to negotiate members to be paid incremental mileage when on temporary assignment beyond the members normal commute to work for the first time.

Deduction of Overpayment | 176C
The Company will now cap an overpayment deduction from a member's check at a maximum of 8 hours per deduction.

Military Reinstatement | 26A
Military reinstatement has improved to 2 consecutive reenlistments after the initial enlistment, while maintaining seniority for a total of 12 years.

FORD PARTS, SUPPLY, AND LOGISTICS (PS&L)

Your UAW Bargaining Committee won the biggest gains within PS&L in over 20 years. The committee won new or improved language in Job Security (Removal of the Warehouse Work Competitive letter), Health & Safety (Enhanced the Anti-Push Through language, secured money to improve/repair/replace outdated PMHV's, expanded Ergonomic Flooring to all HVC's and Livonia PDC), General Maintenance (Improved the MGPS selection process, Improved MGPS Core Task List), Quality (Improved language regarding dealership visits).

Improved MGPS Core Task List
Negotiators were able to add new work in the Maintenance General Plant Skilled (MGPS) core task list. (Volume IV)

Improved the MGPS Selection Process | 23B
The Union secured new language to enhance the MGPS selection process by eliminating the Company only selection interview process and changing to a test process, designed by the National Joint Apprenticeship Committee. (skilled book).

New PMHV Equipment | 94C
Recognizing an ergonomic benefit in the newest PMHV technology, and the lack of that technology in PS&L locations, the negotiators secured a commitment for PS&L to invest a minimum of $2 million per year to purchase new PMHV equipment over the course of the agreement.

Ergonomic Flooring | 74C
Your negotiating team is committed to the injury reducing benefits of ergonomic improvements for the membership. They were able to expand the highly successful 2019 Ergonomic Flooring pilot in HVC binning areas to include all binning areas in all HVC and Livonia PDC locations.

Parts Facilities Now Captured in the Non-Skilled Preferential Placement Hierarchy | 258C
Your negotiators were able to delete the Warehouse Work Competitiveness Letter of Understanding which will now allow members to transfer into and out of parts facilities. Additionally, these plants will now be on an equal playing field pertaining to the Non-Skilled Preferential Placement Hierarchy and will only receive job posting opportunities when in surplus status. This language strike has brought the end of a tier as it pertains to Appendix N, the Preferential Placement Hierarchies.

New Quality Language Secured | 42U
Your bargaining team secured new quality language to ensure that the Company and local quality representatives will perform dealership visits quarterly. (Administrative letters).

PS&L Static Rack Inspection and Improvements | 189C
Implementing anti-push through technology has proven to reduce potential injuries to the membership. Your negotiators recognized the benefit of this technology and expanded the application to extended pallet locations in all PS&L facilities.

MISCELLANEOUS LETTERS

Converted Easter Holidays can Now be Rolled Over for June Eligible Members | 49U
Under the new agreement, if a June eligible member works the Easter Holidays (Good Friday, Easter Monday) and converts them to Excused Absence Allowance (EAA) time, they will now be able to carry that time over into the next vacation eligibility period.

$1,500 Voucher Towards a Vehicle Purchase for All Active Members | 3C
Your negotiating team won a $1,500 Voucher towards a new vehicle purchase for all current full-time active members. The Voucher program will be open for those members for 12 months starting January 1, 2024 and ends December 31, 2024. For members that hire/convert after January 1, 2024 the 12-month period will start on their hire/conversion date. The voucher program is valid during the life of the agreement with these parameters.

Rouge Powerhouse Memorial Cleaning and Upkeep Commitment | 184C
Recognizing the significance of the Rouge Powerhouse Memorial and its importance to the membership, the National Negotiating team bargained a commitment from the Company to clean and maintain the memorial befitting the legacy of those who lost their lives in the tragic event at the Rouge Powerhouse on February 1, 1999.

DISCIPLINE & GRIEVANCE

Gains in the Grievance Procedure | 14A-15A
The parties have agreed to allow verbal closing statements at the fourth stage of the grievance procedure if the number of discipline and discharge grievances reaches twenty (20) at the date of a discipline or discharge arbitration hearing. Currently the parties submit written briefs for their closing arguments which is very time-consuming. Making verbal closing statements will help streamline the process, allowing more grievances to be heard at the arbitration level.

The parties have agreed to utilize a permanent umpire for arbitration hearings. Having a permanent umpire will allow the UAW to schedule hearings timelier and will make the grievance procedure more efficient at the arbitration level.

Ergonomic Representative in the Local Grievance Complaint Procedure | 19A
The parties have agreed to allow the Unit Ergonomic Representative to have access to the Grievance procedure under Article VII, Section 23(b). The Ergonomic Representative will have the ability to process unresolved ergonomic complaints through the grievance procedure.

DURATION & RATIFICATION

The terms of this proposed agreement will not take effect until the tentative agreement is ratified by a majority of UAW members at Ford, and only then on the appropriate dates specified. The new agreement, if ratified, will run for four years and nine months and will expire May 1, 2028.

DUES: A CONSTITUTIONAL MATTER

Dues are determined by UAW Constitutional Convention action and are not a subject of negotiations. Dues are based on the principle that they reflect each member's cash income, normally 2.5 hours of straight-time pay per month. Lump-sum cash payments are subject to dues because they also represent cash income and are assessed at the rate of 1.44%, which is equivalent to 2.5 hours of straight-time pay per month.

UAW FORD HOURLY

This report is based on the tentative agreement negotiated by the UAW 2023 National Negotiating Committee. This is a summary of the tentative agreement. In all cases actual contract language will apply.

UAW FORD JOINT TRUSTS

Plant Manufacturing Training and Learning Center Reviews | 181C
Bargainers secured language to conduct annual local joint review of the learning centers at manufacturing facilities, to determine the sufficiency of local training resources (e.g., computers, audio-visual equipment, etc.) The Company will update or replace computers per the PC renewal process, and other training equipment as agreed to by local parties.

Joint Education Initiative | 123C
The negotiators strengthened language that will provide up to eight (8) hours of training to each eligible hourly UAW member during the life of this agreement, to deliver the agreed upon curriculum. This training is intended to provide an understanding of the competitive challenges faced by the Company and the Union, and the country as a whole. Some of the topics may include financial literacy, understanding TESPHE/Pensions, and saving for the future, to name a few.

New Employee Orientation Program | 157C
Your negotiators bargained to ensure all new hires will receive standardized training in core topics, including financial literacy training. Additionally, the local parties have the option to hold at least one day of training at the Local Union Hall. An escalation process has been established if there is a disagreement between the local parties.

Local Training Activity Funds | 146C
The negotiating team won stronger language that reaffirms that Local Training Activity Funds are primarily established to improve our products, quality, and competitiveness through improved working relationships and employee technical knowledge. This includes job skill development and training, interpersonal skills training, continuous improvement and other educational events. In addition, new language was negotiated which, when requested, LTAF may be used for events, or to purchase items such as recognizing members or teams achieving significant improvements in key metrics or milestones related to joint programs under the Labor Management Committee (LMC).

UAW-Ford Collective Bargaining Agreement Training Program (CBAT) | 244C
The UAW successfully negotiated to update and continue the UAW Ford Collective Bargaining Agreement Training (CBAT) Program, with sufficient time to thoroughly train attendees.

UAW-Ford Digital Media Discussion | 246C
Your UAW national negotiators won new Digital Communications Committee (DCC) language to better inform the membership of JTC activity in a timely manner.

A Joint Trust Web/App will be developed and contain all pertinent information regarding the JTC and its programs/initiatives. The UAW Ford Joint Trust Web/App will be one stop shop for Joint Trust information/action. This Web/App will be available on Google and Apple products for download.

The UAW Ford JTC Web/App will have quick links to hubs such as Life@Ford, where members can access paystubs, update personal information, and review JTC policies, as well as UAW.org for membership action.

A calendar of JTC training will be available for membership transparency.

A hyperlink will be added to Life@Ford homepage.

In addition, the JTC/ DCC will collaborate with Internal/External Ford Communications on product/marketing events, Off-Rodeo, NAIAS, product reveals and plant media initiatives.

83 HOLIDAYS OVER FOUR AND A HALF YEARS

Holiday Added | 43A-44A

Your bargaining team won Juneteenth as an additional paid holiday. A total of eighty-three (83) holidays will be provided to UAW Ford during the proposed agreement. All existing holidays are maintained. When a holiday falls on a Saturday it will be observed on the preceding Friday. When it falls on a Sunday it will be observed the following Monday.

2023-2024

Nov. 10, 2023	Veterans Day Observed
Nov. 23, 2023	Thanksgiving
Nov. 24, 2023	Day after Thanksgiving
Dec. 25, 2023	**Christmas Holiday Period**
Dec. 26, 2023	
Dec. 27, 2023	
Dec. 28, 2023	
Dec. 29, 2023	
Jan. 1, 2024	
Jan. 15, 2024	Martin Luther King Jr. Day
Mar 29, 2024	Good Friday
April 1, 2024	Day after Easter
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth Day
July 4, 2024	Independence Day
Sept. 2, 2024	Labor Day

2024-2025

Nov. 5, 2024	Federal Election Day
Nov. 11, 2024	Veterans Day
Nov. 28, 2024	Thanksgiving
Nov. 29, 2024	Day after Thanksgiving
Dec. 23, 2024	
Dec. 24, 2024	**Christmas Holiday Period**
Dec. 25, 2024	
Dec. 26, 2024	
Dec. 27, 2024	
Dec. 30, 2024	
Dec. 31, 2024	
Jan. 1, 2025	
Jan. 20, 2025	Martin Luther King Jr. Day
April 18, 2025	Good Friday
April 21, 2025	Day after Easter
May 26, 2025	Memorial Day
June 19, 2025	Juneteenth Day
July 4, 2025	Independence Day
Sept. 1, 2025	Labor Day

2025-2026

Nov. 11, 2025	Veterans Day
Nov. 27, 2025	Thanksgiving
Nov. 28, 2025	Day after Thanksgiving
Dec. 24, 2025	**Christmas Holiday Period**
Dec. 25, 2025	
Dec. 26, 2025	
Dec. 29, 2025	
Dec. 30, 2025	
Dec. 31, 2025	
Jan. 1, 2026	
Jan. 2, 2026	
Jan. 19, 2026	Martin Luther King Jr. Day
April 3, 2026	Good Friday
April 6, 2026	Day after Easter
May 25, 2026	Memorial Day
June 19, 2026	Juneteenth Day
July 3, 2026	Independence Day Observed
Sept. 7, 2026	Labor Day

2026-2027

Nov. 3, 2026	Federal Election Day
Nov. 11, 2026	Veterans Day
Nov. 26, 2026	Thanksgiving
Nov. 27, 2026	Day after Thanksgiving
Dec. 24, 2026	**Christmas Holiday Period**
Dec. 25, 2026	
Dec. 28, 2026	
Dec. 29, 2026	
Dec. 30, 2026	
Dec. 31, 2026	
Jan. 1, 2027	
Jan. 18, 2027	Martin Luther King Jr. Day
Mar 26, 2027	Good Friday
Mar 29, 2027	Day after Easter
May 31, 2027	Memorial Day
June 18, 2027	Juneteenth Observed
July 5, 2027	Independence Day Observed
Sept. 6, 2027	Labor Day

2027-2028

Nov. 11, 2027	Veterans Day
Nov. 25, 2027	Thanksgiving
Nov. 26, 2027	Day after Thanksgiving
Dec. 24, 2027	**Christmas Holiday Period**
Dec. 27, 2027	
Dec. 28, 2027	
Dec. 29, 2027	
Dec. 30, 2027	
Dec. 31, 2027	
Jan. 17, 2028	Martin Luther King Jr. Day
April 14, 2028	Good Friday
April 17, 2028	Day after Easter

THE NEGOTIATIONS PROCESS

WHO'S WHO

UAW National Ford Council: Elected local leadership at UAW-represented Ford facilities represent members' interests on the National Council.

UAW National Ford Sub-Councils: National Ford Council broken down into departments or divisions (i.e. Skilled Trades, Assembly, PS&L).

UAW National Negotiators: Local UAW leadership elected within each Sub-Council whose role is to negotiate the national contract.

Negotiations Sub-Committee: Made up of UAW National Negotiators and the UAW National Ford Department. Sub-Committees are broken down by subject matter.

UAW National Resolutions Committee: Local UAW Leadership elected with each Sub-Council whose role is to oversee and organize resolutions received from the membership.

UAW National Ford Department: International UAW Staff assigned to Ford.

TIMELINE

9.21.22
UAW National Resolutions Committee and National Negotiators are elected in Cincinnati.

10.11.22
Letter sent to local UAW leadership from UAW National Ford Department requesting membership resolutions.

3.13.23
UAW National Ford Sub-Councils meet in Detroit to approve membership resolutions from their facilities.

3.27.23
UAW Special Bargaining Convention is held in Detroit.

4.17.23
UAW National Resolutions Committee meets in Detroit and organizes the approved resolutions into the 2023 Collective Bargaining Proposals Book.

4.24.23
UAW National Negotiating Committee meets in Detroit for negotiations preparation and National Ford Department reports.

6.12.23
UAW National Ford Council meets in Las Vegas, NV and votes to approve resolutions. Resolutions then become demands for negotiations.

7.11.23
Membership demands are complied with UAW National Ford program demands and assigned to the appropriate sub-committee.

7.14.23
Opening Ceremony, Ford WHQ – the official kick-off of the 2023 National Negotiations.

7.17.23
Negotiations begin in sub-committees. Each piece of language negotiated is reviewed and approved by all UAW National Negotiators.

8.21.23
Strike authorization voting begins at UAW locals and ended on Thursday 8.24.2023

9.15.23
2019 UAW Ford CBA expires.

FORD DEPARTMENT STAFF

Chuck Browning, Vice President and Director

Scott Eskridge
Administrative Assistant

Brandon Keatts
Top Administrative Assistant

Darryl Goodwin
Administrative Assistant

Monica Bass
Assistant Director

David Berry
Assistant Director

Alfonzo Cash
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Rocky Di Iacovo
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Jeffrey Terry
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Bob Tiseo
Assistant Director

Tony Vultaggio
Assistant Director

Deneen Whitaker
Assistant Director

UAW FORD NEGOTIATING COMMITTEE

Sub-Council		Local	Sub-Council		Local
1	Tony Richard (Co-Chair)	600	3	Mike Beydoun (Co-Chair)	900
1	Mark DePaoli	600	3	Dwayne Glass	600
2	Jon Jaggers	862	4	Darrin Andrews	588
2	Brandon Reisinger	862	4	Paul Donovan	1250
2	Scott Elliott	900	5	Al Strussione	228
2	Steve Gonzales	3000	5	Frank Murray	898
			7	Ja-Vonna Akins	723

COORDINATORS

Carlo Bishop
Reggie Mills
Fred Weems

Jerry Carson
Lorenzo Robinson

Shawn Campbell
Les Shaw

Gregg Dunn
Garry Sommerville

STAFF

Matt Barnett
Kenneth Gafa
Jerry Lawson
Vaughan Tolliver

Pat Bock
Jermaine Harris
John McCollum
Mike Whited

Gerard Coiffard
Michael Kerr
Christopher Pfaff
Mike Woolman

Ronda Danielson
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Eric Reiss

LaNeice Evans
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Pam Licari

Kaitlyn Perry

Sharon Trammell

Joyce Wisniewski

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Top Assistant

Paul Caucci
Top Assistant

Jason Wade
Top Assistant

Benjamin Dictor
Counsel

Carlos Bermudez
Associate General Council

Stuart Shoup
Associate General Council

Jeff Dokho
Research Director

Matt Uptmor
Administrative Assistant

Renee Turner-Bailey
Social Security Director

Jonah Furman
Communications Director

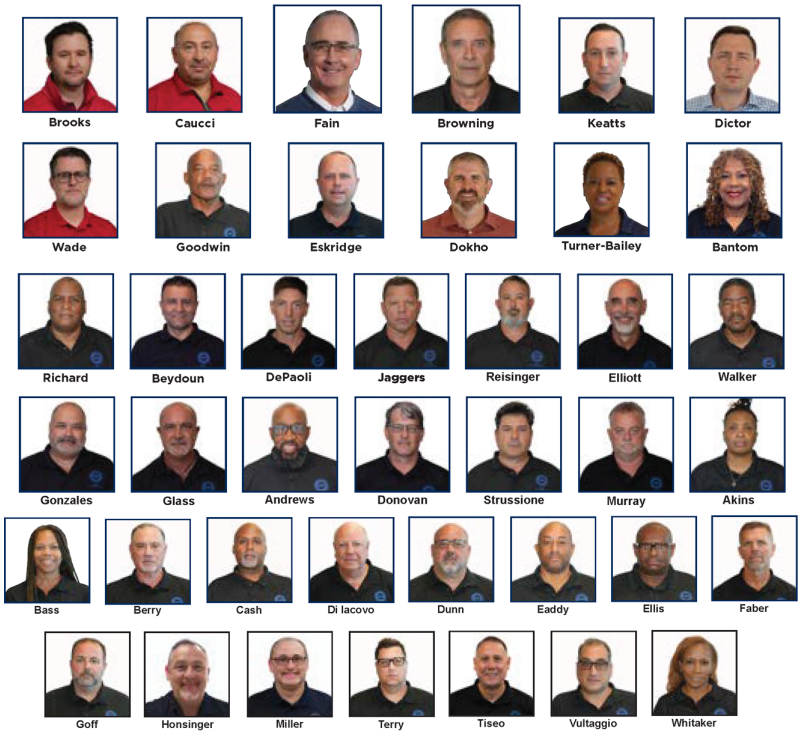
Raenell Glenn
Assistant Director

Max Fazeli
Assistant Director

Bob Mikulan
Assistant Director

Angela Bantom
Benefits Rep

2023 UAW-FORD NATIONAL NEGOTIATING TEAM



This is the UAW Ford National Negotiating Committee whose determined efforts, along with those of the UAW National Ford Department, and other UAW staff, produced this tentative agreement. **Shawn Fain** is the President of International Union, UAW; **Chuck Browning** is Vice President and Director of the UAW National Ford Department; **Brandon Keatts** is the Top Administrative Assistant to Browning; **Chris Brooks, Paul Caucci** and **Jason Wade** are Top Administrative Assistants to Fain; **Benjamin Dictor** is Counsel; **Darryl Goodwin**, **Scott Eskridge** and **Tom Weber** are Administrative Assistants to Browning; **Jeff Dokho** is Director of the UAW Research Department; **Renee Turner-Bailey** is Director of the UAW Social Security Department; **Angela Bantom** is a Benefits Rep. in the Social Security Office; **Monica Bass, Dave Berry, Alfonzo Cash, Rocky Di Iacovo, Jodey Dunn, Bill Eaddy, Bill Ellis, Jeff Faber, Brian Goff, Ed Honsinger, Robb Miller, Jeff Terry, Bob Tiseo, Tony Vultaggio,** and **Deneen Whitaker** are Assistant Directors of the UAW National Ford Department; **Tony Richard**, UAW Local 600, Rouge Center, Subcouncil 1 (Rouge), is Co-Chairperson of the UAW Ford National Negotiating Committee; **Mike Beydoun**, UAW Local 900, Michigan Assembly Plant, Subcouncil 3 (Skilled Trades) is Co-Chairperson of the UAW Ford National Negotiating Committee; **Mark DePaoli**, UAW Local 600, Rouge Center, Subcouncil 1 (Rouge); **Jon Jaggers**, UAW Local 862, Kentucky Truck, Subcouncil 2 (Assembly); **Brandon Reisinger,** UAW Local 862, Louisville Assembly, Subcouncil 2 (Assembly); **Scott Elliott**, UAW Local 900, Michigan Assembly Plant, Subcouncil 2 (Assembly); **Dwayne Walker**, UAW Local 900, Michigan Assembly Plant, is the National Ford Council Secretary, Subcouncil 2 (Assembly); **Steve Gonzales**, UAW Local 3000, Flatrock Assembly, Subcouncil 2 (Assembly); **Dwayne Glass**, UAW Local 600, Maintenance and Construction, Subcouncil 3 (Skilled Trades); **Darrin Andrews**, UAW Local 588, Chicago Stamping, Subcouncil 4 (Stamping and Engine); **Paul Donovan**, UAW Local 1250, Cleveland Engine, Subcouncil 4 (Stamping and Engine); **Al Strussione,** UAW Local 228, Sterling Axle, Subcouncil 5 (General Manufacturing); **Frank Murray**, UAW Local 898, Rawsonville, Subcouncil 5 (General Manufacturing); **Ja-Vonna Akins**, UAW Local 723, River Raison, Subcouncil 7 (Parts).

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OCT 2023

UAW FORD SALARIED AGREEMENT

Highlights

Inside

UAW FORD

SALARIED WORKERS CONTRACT SUMMARY

OCTOBER 2023

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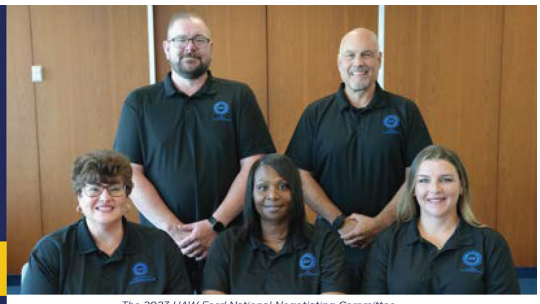

The 2023 UAW Ford National Negotiating Committee

A Message to UAW Members at Ford

Dear UAW Ford family,

We can all agree that this has been a historic round of negotiations. When we say we have made history, we don't just mean our national negotiators and leadership team. We mean we, the UAW. We mean the Stand Up Strikers of Local 900 Michigan Assembly who took our first step. Our family at Local 551 Chicago Assembly who brought the noise. And our brothers and sisters at Kentucky Truck Plant Local 862, who landed the biggest blow. Everything we did at the bargaining table, every extra dollar we got the company to give up, was because of you, the members.

Our salaried members have faced some of the harshest conditions from Ford. For decades, you all have faced outsourcing, job cuts, and wages that don't keep up. There may not be as many of you as the hourly workers, but the UAW fights for every single one of our members, from nurses at Kentucky Truck Plant to drivers at Michigan Proving Grounds.

In this agreement we won back jobs that had been outsourced, and increased the salaried unit by 36%, while winning job security language to build on that success. We got much-needed raises, and won double time for working on holidays and RDO Sundays.

And just as importantly, we did it together. This wasn't a backroom deal hammered out by the president or vice president. From the International Executive Board and the President's Office to the UAW Ford Department, to our national negotiators, our National Ford Council, our local leadership, and our rank-and-file members, everyone played a role in securing this victory.

We went into this round of bargaining with the goal of addressing decades of concessions and givebacks. We know that the Stand Up Strike will go down in history. For months we have insisted that "Record Profits Mean Record Contracts," and after standing together, we made good on that demand. While we may not have won everything we wanted, we won more than most people thought was possible. This contract will not only change lives now, but it lays the foundation for even bigger gains in the future. That is why we both whole-heartedly endorse this tentative agreement.

In solidarity,

Shawn Fain, President
International Union, UAW

Chuck Browning, Vice President
UAW Ford Department

Scan the QR Code for the Contract FAQ

UAW
Highlights
Historic $10,000 ratification bonus
Supplemental ratification bonus based on hours worked.
Increased compensation for MPG and the Nursing Units.
Double Time, holiday pay and RDO Sundays
Job security language for all UAW represented salaried employees.
Improved education and training opportunities
36% overall increase in Full Time salaried bargaining unit membership jobs.
• 65% increase to MPG
• 59% increase to Central Lab
• 30% increase to Engineering Design
• 30% increase to the Nurses Unit
Veterans merit bonus secured during deployment.
Chaplaincy Program
Improved Health and Safety Commitment
83 paid holidays including Juneteenth
3

GAINS FOR ALL SALARIED WORKERS

All
The Company will have a single point of contact on dues related issues for UAW salaried. Unresolved issues go to Labor Affairs.

Signing Bonus
Your UAW salaried bargainers secured a $10,000 signing bonus for all full-time UAW salaried as soon as practical, following the ratification of the Salaried Bargaining Agreement. This is the largest bonus ever obtained by a UAW salaried bargaining team.

Double Time on Holidays and Regular Days Off (RDO) Sundays
The UAW Salaried Bargaining Committee negotiated double time to be paid for work on Company holidays, RDO and Sundays after reaching the weekly 40 hour overtime threshold.

Economic Issues
Back Up Premium: When a member from Michigan Proving Ground (MPG) or a nurse is called back to work at the request of the Company and performs work within the twenty-four (24) hour period, they will receive time and one-half pay and back up premium.

Health and Safety Letter
The salaried UAW team negotiated a new health and safety letter which includes operational learning, which fosters principles that promote building of a learning organization and enforcing and complying with Health and Safety programs, procedures, and safe work best practices.

Cameras
Cameras have been added to the New Technology letter as equipment that will not be used for production standards or for the purpose of monitoring members to initiate disciplinary action.

Lump Sum Payment for Supplemental Members
Supplemental members who work a certain amount of hours in the previous 12 months are eligible for a percentage of the upfront lump sum payment.

- Supplemental members who worked 900 hours or more in the 12 months prior to the Effective Date of the agreement, will receive 50% of the signing bonus.
- Supplemental members who worked 500 hours to 899 hours in the 12 months prior to the Effective Date of the agreement, will receive 25% of the signing bonus.
- Supplemental members who worked 100 hours to 499 hours in the 12 months prior to the Effective Date of the agreement, will receive $500
- Supplemental members who worked 99 hours or less in the 12 months prior to the Effective Date of the agreement will not receive a signing bonus.

Competitive Pay for Salaried UAW Workers
During the course of these negotiations, the salaried bargaining team identified multiple instances of wage inequities, wage compression and leap-frog issues. In an effort to correct these issues, the team vigorously negotiated pay corrections, seniority-based wage increases and established baseline salaries for UAW Ford Medical Services. Employees at MPG will receive an incremental pay increase based on years of service. The Team also negotiated competitive pay for nurses that more closely aligns with AAOHN and industry standards.

Hearing Aid Program
The Union bargained for the inclusion of hearing aids for this contract. The Company will make the recommendation that UAW Salaried members will receive up to $2,200 every three (3) years to be used for hearing aids. If approved, these monies will count towards the medical deductible. Next opportunity for approval is June 2024 for a 1/1/2025 implementation date.

Military Leave
UAW Salaried employees on military leave will accrue the annual Performance Bonus. This is the first time this has been negotiated for UAW Salaried employees and the Company is planning on opening this up to all Salaried employees.

Chaplaincy
The Company recognizes the value and benefits of the chaplaincy program to:

- Inform and explain to local leadership the concept of chaplaincy program.
- Identify the services chaplains provide.
- Raise reasonable support requests on such topics as access and counseling space.
- Utilize chaplains to enhance and support the local ESSP program.

NURSES

Nurse Wage Increase	
0 > 3 years of service	Floor
3 > 5 years of service	5.00%
5 > 10 years of service	6.00%
10+ years of service	10.00%

Medical Facilities
If the Company plans on expanding or adding medical facilities in the future, the Senior Medical Director will discuss the planned layout with the Nurse Chairperson for maximum efficiency and support of our membership.

Plant Shutdown
If the Company is planning a shutdown, they will have advanced discussions with the Nurse Chair to provide work opportunities for Nurses to remain on duty during the shutdown.

Recertification in Spirometry and Audiometry
This allows all Senior Nurses and those nurses with training responsibilities to obtain certifications or recertifications in spirometry and audiometric examinations at Company cost.

Shift Premiums for Represented UAW Nurses for Overtime Opportunities
Nurses working overtime opportunities at the request of management, which are outside of, but contiguous with their regularly scheduled shifts, will continue to retain the shift premium of their regularly scheduled shifts.

ACLS and TNCC Training
Advanced Cardiac Life Support (ACLS) Certifications and Trauma Nursing Core Course (TNCC) Certifications are now covered by the agreement at Company cost.

Romeo Engine Plant
If the Company, at any time during the life of the agreement, reopens Romeo Engine Plant, it will be staffed by UAW Salaried nurses. Nurses displaced by the closure of Romeo Engine Plant will be given the first right of return.

Supplemental Performance Evaluations for Nurses
The bargaining team agreed to supplemental performance evaluations to give supplementals an opportunity to be hired full-time prior to hiring off the street.

Medical Unit Staffing Letter Updated
The Medical Unit Staffing letter has been updated with a "required to operate" (RTO) number based on plant population.

Nurse Staffing Model
Recognizing that there are numerous nurse staffing issues throughout the Ford system, the bargaining team negotiated the Nurse Staffing Model as a means of providing consistent medical support throughout the system to Ford employees.

The main items of the model are:

- 15 full-time nurse hires throughout the system.
- Flexible staffing model amongst plants that are close in proximity to one another.

The Versatility Nurses would flex between plants ensuring optimal coverage.

- Kansas City Assembly Plant (KCAP) and Sharonville Transmission Plant (STP) will be staffed appropriately to account for the absence of mutual support options.
- In plants with more than 7,000 employees, Senior Nurses will not be factored into the allocation. This would include Kentucky Truck Plant (KTP) and Kansas City Assembly Plant (KCAP).
- Michigan Proving Ground (MPG) will have a full-time nurse.
- The model should help reduce or eliminate outsourcing of nursing work to 3rd parties.

MICHIGAN PROVING GROUND

AVO Crew Leader
Your negotiators bargained for AVO Crew Leader to be at a Salary Grade 6 Level which includes four promotions based on current crew pattern.

Job Security for MPG Members
The bargaining team negotiated that if there is a reduction in force at Michigan Proving Ground, UAW Salaried represented members have the opportunity to apply for hourly employment and will be given priority to be hired as full-time hourly members at the applicant's location of interest if there is a hiring need. Those hired will retain their Salaried Ford Service Date or their Salaried Vacation Eligibility Date for the sole purpose of establishing their vacation eligibility under the hourly agreement.

AVO Procedure Trainer Position Created
MPG AVO Procedure Trainer position at salaried grade five has been created to support MPG Autonomous Vehicle Operations. They will be responsible for training new MPG members or retraining current members on new, or revised, Corporate Engineering Test Plans (CETPs). Also, AVO Procedure Trainers will be responsible for frequent auditing to ensure autonomous vehicle CETP compliance.

MPG Shift Start and Quit Times
During these negotiations, the Company agrees that in the event it determines changes to the operating pattern, it shall provide 2 weeks advance notice to the bargaining unit Chairperson prior to shift start and quit time change.

Two Committments for Michigan Proving Ground (MPG)
The first is the UAW Ford Quality team and Company counterparts will come to MPG and work with the UAW Salaried Chairperson and company counterparts to create a process in identifying and tracking quality issues that arise from Michigan Proving Ground.

The second is the UAW Ford Health & Safety team and Company counterparts will come to MPG and review potential safety issues and work on a communication plan so that all those involved with safety at MPG are notified and updated on the progress.

Instrumentation Lab at Michigan Proving Ground
The Union ensured the Company fulfill an obligation that was left open from the 2019 Agreement. A "To Be Determined" (TBD) Grade 6 classification was bargained as the Michigan Proving Ground (MPG) gained the Instrumentation Lab to include three (3) members.

Performance Management at Michigan Proving Ground
As a part of the 2023 agreement, the Union agreed to Performance Management for all Bargaining Unit employees at a Salary Grade 4 to Salary Grade 6 at Michigan Proving Ground (MPG). It was determined that performance management improves the overall economic compensation of the bargaining unit.

MPG Wage Increase	
0 > 3 years of service	5.50%
3 > 5 years of service	6.00%
5 > 10 years of service	7.00%
10 > 20 years of service	8.00%
20 + years of service	9.00%

MPG Work Availability Letter
The Union and Company agreed that to promote the ongoing viability of the Michigan Proving Grounds, Local 400 Bargaining unit, the parties will communicate quarterly as a means of insourcing work.

Performance Test Technicians
Your bargaining team negotiated for Squeak & Rattle and Water Ingestion testing which is currently done by purchased services at the Michigan Proving Ground (MPG). The Company commits to an addition of one (1) full-time employee to the bargaining unit as a Performance Test Technician no later than first quarter of 2024. The Salaried Grade for the Performance Test Technician Classification will increase from Salary Grade 5 to Salary Grade 6 upon ratification of the 2023 agreement.

Michigan Proving Ground Viability
The UAW Salaried bargainers fought to claw back work at Michigan Proving Ground (MPG) that was outsourced to non-union companies over the past 20 years. The negotiators bargained the following work to be brought into MPG:
- Dynamometer Technician – SG5 (8 Incremental Heads)
- Durability Systems Engineering Support – SG6 (2 Incremental Heads)
- Climate Control Technician – SG5 (7 Incremental Heads)
- Vehicle Line Coordinator Support – SG5 (4 Incremental Heads)

**Above jobs will be brought into the bargaining unit no later than end of the 2nd Quarter 2024*

LOCAL 1970: ENGINEERING DESIGN & CENTRAL LAB

Bargaining Unit Members Returning
Your Salaried Bargaining Team secured the opportunity to return up to seven (7) former Local 1970 Unit 1, bargaining unit members who were transferred to the EMM group within the Product Development Design Studio in a November 2021 Reduction in Force. The Union and Company agreed that if any of the former Local 1970 Unit 1 bargaining unit members agreed to return would be returned immediately to the bargaining unit with their Pre-Reduction In Force bargaining unit seniority date restored. This means those who return will receive the signing bonus upon ratification.

Engineering Design Unit
Your bargaining team negotiated a total of 25 new hires or transfers into the engineering design/engineer classification over the life of the agreement. Ten (10) Product Design Engineers will be hired in the first two years of the agreement while the remaining fifteen (15) will be added over the remaining years of the agreement. A new Product Design Engineer classification will be created for these positions. In addition, the bargaining team negotiated a 2:1 attrition agreement in that the Company agrees to backfill one (1) full-time head for every two (2) bargaining unit members who leave through attrition during this agreement.

Central Laboratory Performance Management Opt-Out
During the course of these negotiations, the UAW Salaried bargainers realized there were Central Laboratory employees who wanted to participate in the Performance Management program while other employees preferred not to participate. The bargainers negotiated an opt-out option of the Performance Management program for those who do not want to participate. Employees will have 60 days from the ratification of the agreement to opt-out of the program. If employees want to participate in the Performance Management program, they will automatically be opted in effective January 1, 2024.

Central Lab Viability
During the course of these negotiations the UAW Salaried bargaining team brought attention to the importance of the work Central Lab employees perform and its positive impact on the Company. To that end, your UAW Salaried bargaining team negotiated to have 13 new hires over the life of the agreement. The bargainers also negotiated a 2:1 replacement ratio as a means of job security for the membership over the life of the agreement.

DURATION & RATIFICATION
The terms of this proposed agreement will not take effect until the tentative agreement is ratified by a majority of UAW members at Ford, and only then on the appropriate dates specified. The new agreement, if ratified, will run for four years and nine months and will expire May 1, 2028.

DUES: A CONSTITUTIONAL MATTER
Dues are determined by UAW Constitutional Convention action and are not a subject of negotiations. Dues are based on the principle that they reflect each member's cash income, normally 2.5 hours of straight-time pay per month. Lump-sum cash payments are subject to dues because they also represent cash income and are assessed at the rate of 1.44%, which is equivalent to 2.5 hours of straight-time pay per month.

UAW FORD SALARIED
This report is based on the tentative agreement negotiated by the UAW 2023 National Negotiating Committee. This is a summary of the tentative agreement. In all cases actual contract language will apply.

83 HOLIDAYS OVER FOUR AND A HALF YEARS

Holiday Added
Your bargaining team won Juneteenth as an additional paid holiday. A total of eighty-three (83) holidays will be provided to UAW Ford during the proposed agreement. All existing holidays are maintained. When a holiday falls on a Saturday it will be observed on the preceding Friday. When it falls on a Sunday it will be observed the following Monday.

2023-2024

Nov. 10, 2023	Veterans Day Observed
Nov. 23, 2023	Thanksgiving
Nov. 24, 2023	Day after Thanksgiving
Dec. 25, 2023	**Christmas Holiday Period**
Dec. 26, 2023	
Dec. 27, 2023	
Dec. 28, 2023	
Dec. 29, 2023	
Jan. 1, 2024	
Jan. 15, 2024	Martin Luther King Jr. Day
Mar 29, 2024	Good Friday
April 1, 2024	Day after Easter
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth Day
July 4, 2024	Independence Day
Sept. 2, 2024	Labor Day

2024-2025

Nov. 5, 2024	Federal Election Day
Nov. 11, 2024	Veterans Day
Nov. 28, 2024	Thanksgiving
Nov. 29, 2024	Day after Thanksgiving
Dec. 23, 2024	
Dec. 24, 2024	
Dec. 25, 2024	**Christmas Holiday Period**
Dec. 26, 2024	
Dec. 27, 2024	
Dec. 30, 2024	
Dec. 31, 2024	
Jan. 1, 2025	
Jan. 20, 2025	Martin Luther King Jr. Day
April 18, 2025	Good Friday
April 21, 2025	Day after Easter
May 26, 2025	Memorial Day
June 19, 2025	Juneteenth Day
July 4, 2025	Independence Day
Sept. 1, 2025	Labor Day

2025-2026

Nov. 11, 2025	Veterans Day
Nov. 27, 2025	Thanksgiving
Nov. 28, 2025	Day after Thanksgiving
Dec. 24, 2025	**Christmas Holiday Period**
Dec. 25, 2025	
Dec. 26, 2025	
Dec. 29, 2025	
Dec. 30, 2025	
Dec. 31, 2025	
Jan. 1, 2026	
Jan. 2, 2026	
Jan. 19, 2026	Martin Luther King Jr. Day
April 3, 2026	Good Friday
April 6, 2026	Day after Easter
May 25, 2026	Memorial Day
June 19, 2026	Juneteenth Day
July 3, 2026	Independence Day Observed
Sept. 7, 2026	Labor Day

2026-2027

Nov. 3, 2026	Federal Election Day
Nov. 11, 2026	Veterans Day
Nov. 26, 2026	Thanksgiving
Nov. 27, 2026	Day after Thanksgiving
Dec. 24, 2026	**Christmas Holiday Period**
Dec. 25, 2026	
Dec. 28, 2026	
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Dec. 30, 2026	
Dec. 31, 2026	
Jan. 1, 2027	
Jan. 18, 2027	Martin Luther King Jr. Day
Mar 26, 2027	Good Friday
Mar 29, 2027	Day after Easter
May 31, 2027	Memorial Day
June 18, 2027	Juneteenth Observed
July 5, 2027	Independence Day Observed
Sept. 6, 2027	Labor Day

2027-2028

Nov. 11, 2027	Veterans Day
Nov. 25, 2027	Thanksgiving
Nov. 26, 2027	Day after Thanksgiving
Dec. 24, 2027	**Christmas Holiday Period**
Dec. 27, 2027	
Dec. 28, 2027	
Dec. 29, 2027	
Dec. 30, 2027	
Dec. 31, 2027	
Jan. 17, 2028	Martin Luther King Jr. Day
April 14, 2028	Good Friday
April 17, 2028	Day after Easter

THE NEGOTIATIONS PROCESS

WHO'S WHO

UAW National Ford Council: Elected local leadership at UAW-represented Ford facilities represent members' interests on the National Council.

UAW National Ford Sub-Councils: National Ford Council broken down into departments or divisions (i.e. Skilled Trades, Assembly, PS&L).

UAW National Negotiators: Local UAW leadership elected within each Sub-Council whose role is to negotiate the national contract.

Negotiations Sub-Committee: Made up of UAW National Negotiators and the UAW National Ford Department. Sub-Committees are broken down by subject matter.

UAW National Resolutions Committee: Local UAW Leadership elected with each Sub-Council whose role is to oversee and organize resolutions received from the membership.

UAW National Ford Department: International UAW Staff assigned to Ford.

TIMELINE

9.21.22
UAW National Resolutions Committee and National Negotiators are elected in Cincinnati.

10.11.22
Letter sent to local UAW leadership from UAW National Ford Department requesting membership resolutions.

3.13.23
UAW National Ford Sub-Councils meet in Detroit to approve membership resolutions from their facilities.

3.27.23
UAW Special Bargaining Convention is held in Detroit.

4.17.23
UAW National Resolutions Committee meets in Detroit and organizes the approved resolutions into the 2023 Collective Bargaining Proposals Book.

4.24.23
UAW National Negotiating Committee meets in Detroit for negotiations preparation and National Ford Department reports.

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UAW National Ford Council meets in Las Vegas, NV and votes to approve resolutions. Resolutions then become demands for negotiations.

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Negotiations begin in sub-committees. Each piece of language negotiated is reviewed and approved by all UAW National Negotiators.

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Strike authorization voting begins at UAW locals and ended on Thursday 8.24.2023

9.15.23
2019 UAW Ford CBA expires.

NOTES

FORD DEPARTMENT STAFF

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Robb Miller Assistant Director	Jeffrey Terry Assistant Director	Bob Tiseo Assistant Director	Tony Vultaggio Assistant Director	Deneen Whitaker Assistant Director

UAW FORD NEGOTIATING COMMITTEE

Sub-Council		Local
8	Jason Germonprez	400
8	Angela Sears	600
8	Chrissy Hernandez	863
8	Tim Kinney	1970
8	Carrie Stollings	1970
	Dwayne Walker (Secretary)	900

COORDINATORS

Carlo Bishop Reggie Mills Fred Weems	Jerry Carson Lorenzo Robinson	Shawn Campbell Les Shaw	Gregg Dunn Garry Sommerville

STAFF

Matt Barnett	Pat Bock	Gerard Coiffard	Ronda Danielson	Michael Donovan	LaNeice Evans
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Vaughan Tolliver	Mike Whited	Mike Woolman	Jeff Zannetti		

ADMINISTRATIVE STAFF

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PRESIDENT'S OFFICE STAFF

Carlos Bermudez Associate General Council	Stuart Shoup Associate General Council	Jeff Dokho Administrative Assistant	Matt Uptmor Administrative Assistant
Renee Turner-Bailey Director	Raenell Glenn Assistant Director	Angela Bantom Benefits Rep	Max Fazeli International Rep

UAW 2023 NATIONAL SALARIED NEGOTIATING COMMITTEE AT FORD

Brooks

Fain

Browning

Keatts

Dictor

Wade

Caucci

Goodwin

Eskridge

Weber

Germonprez

Sears

Hernandez

Kinney

Stollings

Dunn

Tiseo

Carson

Dunn

Fazeli

Kottalis

This is the UAW Ford National Salaried Negotiating Committee whose determined efforts, along with those of the UAW National Ford Department, and other UAW professional and technical staff, produced a new tentative agreement for UAW salaried members at Ford. **Shawn Fain** is the President of International Union, UAW; **Chuck Browning** is Vice President and Director of the UAW National Ford Department; **Chris Brooks**, **Paul Caucci** and **Jason Wade** are Top Administrative Assistants to Fain; **Brandon Keatts** is the Top Administrative Assistant to Browning; **Benjamin Dictor** is Counsel to Fain; **Darryl Goodwin**, **Scott Eskridge** and **Tom Weber** are Administrative Assistants to Browning; **Jason Germonprez**, UAW Local 400, Michigan Proving Ground, is Chairperson of the UAW Ford National Salaried Negotiating Committee and represents Subcouncil 8; **Angela Sears**, UAW Local 600, Ford Medical Service, Subcouncil 8, is Co-Chair of the UAW Ford National Salaried Negotiating Committee; **Chrissy Hernandez**, UAW Local 863, Sharonville Transmission Plant, Subcouncil 8; **Tim Kinney**, UAW Local 1970, Engineering Design, Subcouncil 8; **Carrie Stollings**, UAW Local 1970, Central Laboratories, Subcouncil 8. **Jodey Dunn** and **Bob Tiseo** are Assistant Directors in the UAW National Ford Department; **Jerry Carson** and **Gregg Dunn** are Coordinators in the UAW National Ford Department; **Max Fazeli** is Assistant Director in the UAW Research Department and **Tommy Kottalis** is a Staff Rep in the UAW National Ford Department.

2023
UAW-Ford Agreement

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Collective Bargaining Agreement

NOTE:

This booklet (Volume I) is being presented to you so that you may know the terms of the agreements negotiated between the UAW and the Company ~~October 30, 2019~~ **XX XX, XXXX**, and certain other information which may be of interest.

Specifically, the following material is presented in the order given:

1. Collective Bargaining Agreement and Appendices A, B, C*, G, H, J, K, M, N, O, P, Q, S, T, U, V, W and X.
2. Settlement Agreement of May 29, 1949, as amended.
3. Three-Day Transfer Agreement of August 15, 1949.

Portions of the Agreement reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume II, the Retirement Agreement and Plan and the Insurance Program; Volume III, the Supplemental Unemployment Benefit Agreement and Plan, the Profit Sharing Agreement and Plan, the Tax-Efficient Savings Agreement and Plan, and the UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan; and Volume IV, the Letters of Understanding; and the Skilled Trades Agreements and Letters of Understanding.
We hope you will find this booklet helpful.

~~RORY L. CAMBLE~~ — ~~WILLIAM P. DIRKSEN~~
~~Vice President and Director~~ — ~~Vice President,~~
~~UAW, National Ford Department~~ — ~~Labor Affairs~~

CHUCK BROWNING — **KEVIN LEGEL**
Vice President and Director — **Vice President**
UAW, National Ford Department — **Labor Affairs**

* Such an Appendix is a part of each local seniority grouping agreement; there is no Appendix C attached to this Agreement.

COLLECTIVE BARGAINING AGREEMENT

On this ~~30th~~ **XX** day of ~~October, 2019~~ **XX, XXXX**, at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, hereby agree as follows:

JT 9/18/23

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09/11/23

ARTICLE II

UNION SHOP

Section 1. Requirement of Union Membership

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following ~~November 18, 2019~~ **XX XX, XXXX**.

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after ~~November 18, 2019~~ **XX XX, XXXX** and covered by this Agreement shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following the beginning of their employment.

An employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

ARTICLE V STRIKES, STOPPAGES AND LOCKOUTS

Section 6. Picket Lines

1. **It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful, sanctioned, primary picket line established by a union, provided the employee reasonably believes that crossing such a picket line would endanger their health and safety. Neither the Union nor the Company shall command, order, or direct employees with regard to the exercise of these rights. Nothing shall prevent the Company from replacing any employee who fails to cross a lawful, sanctioned, primary picket line.**

2. **Employees will be issued an unpaid Personal Leave for all regular, working hours missed due to not crossing a lawful, sanctioned, primary picket line in accordance with Section 6 (1).**

Section ~~6~~ 7. Limitations on Right to Lock Out

The Company will not lock out any employees except with respect to disputes which are to be referred to the procedure provided for in Article VII, Section 23 of this Agreement, and then only after such procedure has been exhausted.

JT 10/26/23

Section 4. Units of 1,400 or More (Except Rouge and Michigan Assembly Plant)

In Units containing 1,400 or more employees, the Union will be accorded representatives as follows:

(a) **Number of Full-time Representatives**
Each Unit, according to the number of employees therein, may have the number of full-time representatives, ~~including~~ **excluding** the Chairperson of the Unit Committee, indicated in the following table:

No. of Employees	No. of Representatives
1,400 to 1,599	7
1,600 to 1,799	8
1,800 to 1,999	9
2,000 to 2,199	10
2,200 to 2,399	11
2,400 to 2,599	12
2,600 to 2,799	13

And so forth with one additional representative for each additional 200 employees.

(b) **Size of Unit Committee; Handling of First Stage Grievances**
Each Unit shall have a Unit Committee of three or four persons, including the Chairperson, plus District Committeepersons to handle grievances in the First Stage.

A Unit Committeeperson may be designated to handle First Stage Grievances within a specified district where necessary to provide adequate representation.

9/2/23

Section 6. Rouge and Michigan Assembly Plant

Notwithstanding Sections 3 and 4 of this Article, the Union will be accorded representatives in the Rouge Area and Michigan Assembly Plant on a full-time basis, as follows:

(a) **Size of Unit Committee; Handling of First Stage Grievances**
Each Unit shall have a Unit Committee of three or four persons, including the Chairperson, plus District Committeepersons to handle grievances in the First Stage. A Unit Committeeperson may be designated to handle First Stage Grievances within a specified district where necessary to provide adequate representation.

(b) **Number of Representatives**
The Union shall have one representative for every 200 employees and major fraction thereof working in the Rouge Area and Michigan Assembly Plant, respectively. **For the Rouge Area and Michigan Assembly Plant, units of 1400 or more will have one representative for every 200 employees and major fraction thereof excluding the Chairperson.** The apportionment of such representatives among the various Units comprising the Rouge Area shall be in the discretion of the Local Union, subject only to Subsection (a) of this Section.

Section 10. Employee Support Services Program Representative

(a) **Number; Appointment**

Each Unit of 600 or more employees may have one full time Employee Support Services Program Representative who shall be appointed by the National Ford Department Director.

(b) **Notice to Company**

The National Ford Department Director shall advise Labor Affairs in writing of the names of the appointed Employee Support Services Program Representatives and the Unit to which each is assigned. No representative shall function as such until the Company has been so advised.

(c) **Functions**

The functions of the Employee Support Services Program Representative are limited to matters pertaining to the Employee Support Services Program. The Employee Support Services Program Representative will:

(i) assist in the identification, education, CDR referral and follow up of employees with problems which impair job performance relating to alcohol and drug dependency or emotional disorders while assuring requisite confidentiality standards are observed;

(ii) act as liaison with appropriate members of line supervision, human resources, plant medical, other Union representatives, diagnosis and referral agencies, and with providers of treatment and medical care;

(iii) assist in evaluating the effectiveness of various programs, plans and services;

(iv) participate in formal employee assistance training or instruction programs, and review and make recommendations to Company representatives concerning program content;

(v) assist in coordinating and implementing various local program applications and related services available under the Employee Support Services Program, including development of local proposals and requests for funding to the national Employee Support Services Program Committee;

(vi) acquire appropriate certification and satisfy related conditions where required by laws or regulations.

(d) **Representative Training**

The ~~Education, Development and Training~~ **Employee Support Services** Program will provide training or instruction deemed necessary to qualify the Unit Employee Support Services Program Representatives to satisfactorily perform their functions relating to the Employee Support Services Program.

(e) **Duty to Remain in Unit; Reporting to Supervisor**

Unit Employee Support Services Program Representatives shall remain in their respective Unit while on Company time.

Unit Employee Support Services Program Representatives shall report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of their duties.

(f) **Hours on Company Time**

It is understood that Unit Employee Support Services Program Representatives shall be entitled to be on Company time only for the same number of hours as the employees on the shift to which the Representatives assigned are normally scheduled to work.

During periods of temporary layoff as defined by Article VIII, Section 21, Unit Employee Support Services Program Representatives will be considered as Unit Committeepersons, and will be entitled to be on Company time in accordance with the provisions of Section 13 (d).

9-8-23

Section 13. Provisions Applicable to Full-time Representatives

The following provisions are applicable to representatives who are on a full-time basis:

(a) Assignment of Sufficient Areas

Where shifts in employment not affecting the overall employment level of the Unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the Chairperson of the Unit Committee to see that representatives are assigned areas in such manner as to justify their devoting full time to their functions, except that in the Rouge Area this principle shall be applied on an area-wide basis and the responsibility shall be upon the President of the Local Union.

(b) Hours on Company Time

It is understood that all representatives shall be entitled to be on Company time only for the same number of hours as the employees in such Unit are normally scheduled to work.

On continuous seven-day operations, the representatives shall be scheduled to cover the operations on rotating schedules in the same manner as other employees on such operations.

When all of the employees in a Unit work overtime, all of the representatives in that Unit may come in overtime to represent them. When part of the employees in a Unit work overtime, the number of representatives in that Unit who may come in overtime to represent them shall be proportionate to the number of employees in that Unit who are called in to work such overtime, subject to the following provisions:

(1) The Chairperson shall be entitled to function as such on Company time for up to twelve hours daily, Monday through Friday, excluding holidays, and for eight hours on a Saturday, Sunday, or a holiday, so long as employees in the Unit are scheduled to work on the Chairperson's shift for such hours on such days.

Chairpersons representing employees who are regularly scheduled on alternative work schedules (AWS) to work on Saturday and Sunday as regular days of work, shall be entitled to function for up to ten (10) hours on Saturday and Sunday provided at least fifty (50)

employees are working on an AWS pattern on the same day the Chairperson is working.

(2) Monday through Friday, excluding holidays, all other elected representatives shall be scheduled to represent employees on the basis of their representation functions and a proportionate amount of the overtime worked by the employees in the Unit on such days when less than all are scheduled to work. Such overtime shall be determined and authorized weekly by totaling the Monday through Friday overtime worked in the Unit during the preceding week, excluding holidays and periods when all employees were scheduled to work, and multiplying that total by .01. Appointed representatives will receive overtime hours equivalent to the average hours authorized for elected representatives. The Chairperson will be notified of the Unit's Monday through Friday overtime allocation and will establish the daily work schedule for all representatives and provide it to a designated Company representative. In addition the following provisions will apply to this overtime allocation:

(i) Since the weekday allocation converts weekday Unit overtime to an equivalent full-time representation basis, full-time representatives, excluding the Chairperson, will not be scheduled to work overtime as part-time representatives.

(ii) Unused hours from the weekday allocation for the Unit may be carried over for use on weekend shifts and the following week; however, such hours may not be used during holiday weeks (e.g., Christmas holiday period) and the carryover shall not exceed 250 hours for the Unit.

(3) Elected representatives, other than the Chairperson, will be entitled to come in to represent employees on overtime by shift on Saturdays, Sundays and holidays based on one full-time representative at the level of 50 employees scheduled, the second full-time representative at the level of 250 employees scheduled, and thereafter based on a 1 to 150 ratio. Such representatives will be scheduled to work the same number of hours as the employees normally scheduled on that shift. When less than 50 employees are scheduled for overtime on a shift on Saturday, Sunday or holidays, one full-time representative may function part-time. At such times, the provisions

applicable to part-time representatives as set forth in Section 12 of this Article shall apply.

Appointed representatives will be allocated the average amount of overtime as that to which elected representatives, excluding the Chairperson, are entitled for Saturdays, Sundays and holidays.

The hours generated by the overtime formula in this Section for elected and appointed representatives may not be increased to provide overtime as a representative for any reason without prior approval of Labor Affairs.

The Unit Chairperson will be notified of and will establish the Unit's Saturday, Sunday or holiday work schedule for representatives and provide it to a designated Company representative.

Time verification procedures will be continued to document entitlement to payments, including any premiums, for hours worked by Union representatives.

For Units where representatives cover wide geographic areas and represent employees in a number of different locations or there are other unusual considerations, special arrangements may be established by written agreement between Labor Affairs of the Company and the National Ford Department of the Union to facilitate the determination of the weekday Unit overtime allocation or address other unique problems.

(c) **Temporary Layoffs - District Committeeperson**

A District Committeeperson will be entitled to devote his/her full time to his/her duties as such during layoffs as defined in Article VIII, Section 21 of this Agreement, when the number of employees in his/her District is sixty (60) per cent or more of the number of employees normally scheduled to work in his/her District at the time the layoff commenced.

When the number of employees in his/her District remaining at work during such layoff is less than sixty (60) per cent of the number of employees normally scheduled to work, the District Committeeperson shall be permitted to come in so long as one of his/her constituents is at work and there is work available which he/she can perform; but at such times he/she shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in Section 12 of this Article.

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(d) Temporary Layoffs - Unit Committeeperson

During layoffs as defined in Article VIII, Section 21 of this Agreement, the number of Unit Committeepersons entitled to be on Company time as such, in any Unit, will be proportionate to the number of employees working in that Unit during such layoff, subject to the provisions of Subsection (f) this Section. The proportion shall be based on the ratio of employees working in the Unit during the layoff to the total number normally scheduled to work in the Unit at the time the layoff commenced.

A Unit Committeeperson not designated to come in as a full-time representative under the terms of this Subsection shall be permitted to come in to work during such layoff if there is a job available which he/she can perform; but shall have no right to leave his/her work during such time except for the purpose of attending the regularly scheduled Unit Grievance Meetings provided for in Article VII, Section 3(c) of this Agreement.

(e) Overtime and Temporary Layoffs - Chairperson Who Is Sole Full-time Representatives

In a Unit where the Chairperson of the Unit Committee is on a full-time basis, but the remaining Committeepersons are on a part-time basis, the Chairperson shall be entitled to come in during overtime hours or during layoffs as defined in Article VIII, Section 21 of this Agreement, subject to the provisions of Subsections (b) and (f), respectively.

(f) Temporary Layoffs - Less Than 150 Constituents at Work

Whenever, under Subsection (d) or (e) of this Section, one representative only is entitled to come in as such, such representative shall be entitled to devote his/her full time to his/her duties as such if more than 150 of his/her constituents are at work. When 150 or less of his/her constituents are at work, he/she shall be permitted to come in so long as one of his constituents is at work and there is work available which he/she can perform, but at such times he/she shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in Section 12 of this Article.

Section 11. Briefs and Stipulations

(a) **Briefs in Umpire Cases**

In special submissions, either party may file a brief with the Umpire at the time of the hearing or at any time prior thereto. Either party may file a reply brief not later than five days after the hearing.

In all other cases, either party may file a brief with the Umpire ten days prior to the time of the hearing, and may also file a reply brief not later than five days after the hearing, provided that notice of intent to file a reply brief has been given at least ten days prior to the time of hearing.

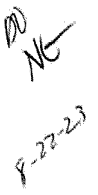
If the number of all open grievances exceeds twenty (20) on the date a discipline or discharge hearing is confirmed, the parties will provide oral closing statements. Additionally, the parties can mutually agree to post-hearing briefs at any time.

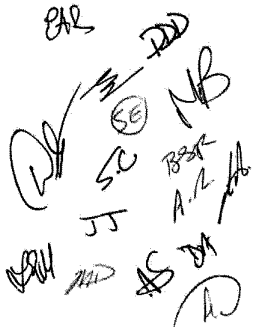
A copy of any brief filed with the Umpire shall be filed concurrently with the opposing party.

The Umpire, for good cause shown, shall have the power to extend the time for filing of briefs.

(b) **Stipulations of Facts and Issues**

Upon issuance of the agenda by the Office of the Umpire, the parties may agree upon written stipulations concerning the facts and issues in the cases scheduled for hearing. Agreed-upon stipulations shall be submitted to the Umpire and shall be final and binding upon the parties and the Umpire in the proceedings in the instant case. The Umpire will not permit the introduction of testimony or evidence on matters which have been stipulated.





ARTICLE VII GRIEVANCE PROCEDURE

Section 21. Selection and Tenure of Umpire

The impartial Umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he/she continues to be acceptable to both parties.

The parties have reaffirmed their commitment to utilize a permanent Umpire, while recognizing the option to select a temporary Umpire with mutual agreement. The parties agree within ninety (90) days of the ratification of the 2023 Agreement a permanent Umpire will be identified.

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Section 22. Termination of Umpire

(a) **Notice**

If at any time either party desires to terminate the service of the Umpire, it shall give notice in writing to that effect, specifying the date of termination, and sending one copy to the Umpire and one copy to the other party.

In the event the Umpire has been terminated the parties agree to identify a replacement within ninety (90) days.

(b) **Disposition of Pending Cases**

The party terminating the Umpire's services shall specify in its notice whether or not it is agreeable to have said Umpire render decisions in all cases pending before him/her up to the date of said termination, and if it determines that the Umpire may decide such pending cases, the Umpire shall render decisions thereon not later than thirty (30) days from the date of said notice.

If the party terminating the services of the Umpire elects not to have the cases pending before him/her decided by that Umpire, he/she shall render no further decisions subsequent to the time fixed in the notice, and all cases then pending before him/her shall be referred to his/her successor or to any other person the parties may agree upon.

8-22-23

(b) Health and Safety

(1) **Local Complaint Procedure**

In those Units where a Health and Safety Representative has been appointed in accordance with Article VI, Section 8, the following shall apply:

(i) An employee believing there is cause for complaint that the Company has not made reasonable provision for the employee's health or safety may either discuss the matter directly with the employee's Supervisor or may take it up with the employee's District Committeeperson, who shall discuss the complaint with the employee's Supervisor. Every reasonable effort shall be made to settle complaints promptly at this point through discussion.

(ii) In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the complaint, the District Committeeperson will complete a "Health and Safety Complaint Form", which will include a statement of all the facts relied on. The District Committeeperson will submit the form in quadruplicate to the employee's Supervisor who will sign and date the form upon receipt and verify the oral discussion has been held. Within one (1) working day after receipt of the form (unless an extension is mutually agreed upon), the Supervisor will provide a disposition.

In the event the complaint has not been satisfactorily resolved under (i) above, and the District Committeeperson wishes to pursue the complaint further, the District Committeeperson will meet with the Superintendent to discuss the complaint within a reasonable time after the initial oral discussion in (i) above. The Superintendent will within one (1) working day after receipt of the form (unless an extension is mutually agreed upon) verify on the "Health and Safety Complaint Form" this second oral discussion has been held and provide a disposition.

(iii) If the complaint continues to be unresolved, the District Committeeperson shall submit the form in triplicate to the Unit Health and Safety Representative who will investigate the complaint. If the complaint is deemed to be

valid, the Unit Health and Safety Representative will meet with the designated Company safety representative to discuss the matter. The Unit Health and Safety Representative will present the "Health and Safety Complaint Form" in duplicate to the Company safety representative who will sign and date the form upon receipt.

(iv) The Company safety representative shall within three working days after receipt of the form (unless an extension is mutually agreed upon) provide a written disposition setting forth all the facts relied upon, and return one copy to the Unit Health and Safety Representative.

(v) If the written disposition is not satisfactory, the Unit Health and Safety Representative may, within three working days from the date of the written disposition, or the expiration of any stated time period required to make necessary adjustments to resolve the complaint, process a written grievance into the First Stage as provided in Subsection (b)(2) of this Section.

(vi) General complaints affecting the employees in the Unit as a whole may be initiated by the Unit Health and Safety Representative directly with the Company safety representative by submitting a completed "Health and Safety Complaint Form."

(vii) At any Company plant where the Local Union shall within 30 days from the date hereof so notify local Management in writing, this Subsection shall not be deemed to be in effect and the contractual situation with respect to resolving health and safety complaints as it existed under the Agreement between the parties dated December 7, 1970, shall be deemed not to have been affected in any way by either the fact that this Subsection has been inserted in this Agreement or that such notice of non-effectiveness has been given.

(2) **First Stage**

When a grievance on health and safety occurs, the Committeeperson, or the Unit Health and Safety Representative in those Units where one is appointed, will take the matter up with the Supervisor. However, if oral discussion occurred in (b), (1) above, the Committeeperson/Health and Safety Representative will

not be required to take the matter up with the Supervisor.

If not settled, the grievance may be referred in writing to the Unit Chairperson who shall notify the Unit Human Resources Office in writing of the existence of the dispute.

(3) **Second Stage**

The parties will review the matter and attempt to resolve the dispute on the plant level. The Regional Director or his designated representative may participate in such meetings.

If a satisfactory disposition of the grievance is not reached at the plant level, the dispute may be appealed by the National Ford Department under the provisions of Subsection (d) of this Section.

(4) **Rouge Area Procedure**

The local procedure now in effect for handling health and safety grievances on the local plant level in the Rouge Area shall be continued.

(5) **Ergonomic Concerns**

Ergonomic concerns that are health and safety related should begin resolution through the Issue Resolution process as found in Appendix S, Section V. In the event a Health and Safety complaint involves an ergonomic concern, the Ergonomics Representative, as referenced in the Letter of Understanding titled "Unit Ergonomic Representative," may initiate the local complaint procedure as outlined in Section (b)(1) above.

Section 5. Loss of Seniority
Seniority shall be broken for the following reasons:*

1. **(Quit)**
   If the employee quits.

2. **(Discharge)**
   If the employee is discharged and the discharge is not reversed through Grievance Procedure.

3. **(Absent from Work)**
   If a seniority employee with less than six months' seniority is absent for three (3) working days without properly notifying the Company and giving a satisfactory reason for ~~his~~**their** absence, unless it is not possible ~~for him~~ to do so.

4. **(Failure to Report)**
   If the employee does not, within five (5) ~~working~~ **business** days (excluding Saturdays, Sundays and Holidays) after notice to report has been sent to him/her, either report for work or give a satisfactory reason for his/her absence, unless it is not possible for him/her to comply with either of these requirements and provided at least ten (10) working days have elapsed since his/her last day worked.

   ~~Such notice will not be sent where a medical leave has been issued to cover an employee's disability for a specific extended period of time based upon a medical examination by the plant physician or when an employee on conditional medical leave provides medical evidence found acceptable by the plant physician.~~

   Medical leaves will not be cancelled except in unusual situations such as suspected abuse of the medical leave provision.

In cases where conditional or approved medical leaves of absence have expired, the Company may send a notice to report. Such notice shall be sent by certified mail with return receipt to the employee's last known address according to the Company's records, and except in cases of recall, the notice shall be substantially in the form set forth in Appendix B, attached. The date on the notice shall be the same date the Post Office receives the notice for mailing.

Disputes as to the Company's failure to observe the procedural requirements of this provision, (e.g., timeliness of notice and transmittal to proper address)and the reasonableness of the employee's failure to respond to

a notice where his period of absence can be justified are subject to the regular Grievance Procedure.

A copy of the notice to report sent an employee will be furnished via e-mail to the Chairperson of the Unit Committee and to the Chairperson's designee by the local parties concurrent with the mailing of the notice. ~~An attending Physician's report (Form 5166) will be included with the Notice sent upon the expiration of an approved medical leave.~~ However, failure to furnish a copy to the Chairperson of the Unit Committee and to the Chairperson's designee ~~or failure to include a Form 5166 with a Notice~~ will not be the basis for any claim.

5. **(Disability Settlement)**
   If a settlement with the employee has been made with the approval of the Union for total disability.

6. **(Continuous Unemployment)**
   For employees hired subsequent to June 20, 1941, who are continuously unemployed by the Company for a period of time equal to their Company seniority but in no case less than ~~eighteen (18)~~ **twenty-four (24)** months.

   For employees who have not broken seniority as of March 1, 1982, the period of time shall be not less than the following: for employees with less than one year seniority, ~~eighteen (18)~~ **twenty-four (24)** months; for employees with one year but less than two years seniority, thirty-six

   (36) months; for employees with two but less than three years seniority, forty-eight (48) months; for employees with three but less than four years seniority, sixty (60) months; for employees with four but less than ten years seniority, for a period of time equal to their Company seniority plus twelve (12) months; and for employees with ten but less than eleven years seniority, not less than one hundred and thirty-two (132) months.

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* For expiration of sick leave, see Article VIII, Section 30 of this Agreement.
* For retirement, see Retirement Agreement, Section 4.
* For acceptance of Separation Payment, see SUB Plan, Article IV, Section 3.

Section 21. Temporary Layoffs

(a) **Definition and Applicability**
A temporary layoff, on model changes only, is defined as a layoff of not more than thirty (30) working days.

A temporary layoff for any other reason, is defined as a layoff of not more than twelve (12) working days.

The provisions covering temporary layoffs shall apply to all employees, both production and non-production employees, and the so-called "skilled plant-wide" classifications in the Rouge Area. The so-called "skilled plant-wide" classifications, are not subject to the model change layoff provisions of this Agreement.

(b) **Right to Deviate from Seniority**
In the event of a temporary layoff, the Company shall have the right to lay off employees as their work is completed, irrespective of their group seniority; provided, however, that no other employee will be used on the jobs of employees who are temporarily laid off. **The Company will make a good faith effort to provide reasonable notice in advance of a layoff.**

Upon resumption of work, employees shall be recalled as their jobs open up. **The Company will make a good faith effort to provide advanced notice when recalling employees from a layoff.**

If necessary to retain some employees as members of a skeleton crew in a department during a temporary layoff, seniority employees will be used when practical.

(c) **Discussions After 5 Days**
After five (5) days have elapsed following a temporary layoff, the Union shall meet with the Company to discuss the practicability of recalling seniority employees to replace junior employees for the remainder of such temporary layoff period; and where the Company agrees that it is practicable to do so, it will make such replacements.

(d) **Local Negotiations**
Deviations from the terms of Subsections (a), (b) and (c) of this Section may be made by agreement between local Management and the Unit affected for a particular temporary layoff. Any other agreement to deviate from Subsections (a), (b) and (c) shall be subject to written approval of the National Ford Department of the Union and Labor Affairs of the Company.

(e) **Inverse Seniority**

Upon request of the Local Union, the local parties shall enter into an agreement applying the concept of inverse seniority where: (1) the layoff is for a definite time and limited duration, and (2) all probationary employees have been laid off from the affected group referred to below. The Union agrees that any such local agreement shall give full consideration to and shall not impair plant operating efficiencies, including, but not limited to, those inefficiencies which might occur as a consequence of undesirable bumping or replacement of employees. Consistent with this requirement, it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by groups (defined by classification and department) to be negotiated by the local parties. It is expressly understood that the local parties shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification from, State Unemployment Compensation Benefits or Company- provided Supplemental Unemployment Benefits. Nothing in the foregoing shall preclude the Company from recalling any employee prior to the expiration of the limited layoff period. Local Unions which believe that a particular layoff which does not meet the above criteria warrants the application of inverse seniority may make a request to that effect to the National Ford Department. The National Ford Department may take up any such requests which it believes to be meritorious with Labor Affairs.

Solely for the purpose of implementing this provision, a Local Union which includes more than one representation Unit, as defined in Article VI, and local Management may agree that the term local parties shall mean such respective representation Units and the local Management corresponding with such Units. Any such local agreement shall be in writing and subject to approval by the National Ford Department of the UAW and Labor Affairs of the Company.

(f) **Limitation on Use**
The temporary layoff provisions shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

Section 31. Certain Other Leaves of Absence

(a) **Union Leaves of Absence**
An employee elected to a Union position or selected by the Union to do work which takes him/her from his/her employment with the Company shall, upon written request from the Union, submitted to the Company at least three days prior to the first day of absence, receive a temporary leave of absence for the period of his service with the Union, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence; his/her seniority shall accumulate throughout the period of his/her leave of absence and, solely for purposes of Art. IX, Sec. 2(c),full weeks of Union leave of absence shall be credited towards the hiring-in rate progression schedule when the employee is reinstated upon his/her return. Leaves of absence for a period of a year or more shall be renewed yearly.

(b) **Public Office Leaves of Absence**
A seniority employee elected or selected for a full-time public office which takes him/her from his/her employment with the Company shall, upon prior written request, receive a temporary leave of absence for the term of such office or one year, whichever is less, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence. His/Her seniority shall accumulate throughout the period of his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company. **Public office leaves of less than one (1) year in duration will be reviewed by U.S. Union Affairs.**

(c) **Peace Corps Leaves of Absence**
A seniority employee entering the Peace Corps shall, upon prior written request and submission of evidence satisfactory to the Company, receive a leave of absence for the period of his service in the Peace Corps, but not to exceed three (3) years. If the employee returns to work within thirty (30) days after completion of his/her service with the Peace Corps he/she shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence. His/Her seniority shall accumulate throughout the period of his/her leave of absence.

(d) **Credit Union Leaves of Absence**
A seniority employee who is elected or appointed to a full-time position with a credit union chartered by the federal or state government and which serves Ford employees

primarily shall, upon prior written request from the credit union, receive a temporary leave of absence for the term of his position with the credit union or one (1) year, whichever is less, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence; his/her seniority shall accumulate throughout the period of his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

(e) **Educational Leaves of Absence**
An employee with one (1) or more years of seniority shall, upon written request at least sixty (60) days prior to the beginning date of the leave and subject to the following conditions, receive a leave of absence for up to one (1) year to further the employee's education. When applying for such leave, the employee must present evidence satisfactory to the Company of acceptance as a full-time student at an accredited college, university, or vocational institution; and upon completion of each semester or other school term encompassed by the leave, the employee must present satisfactory evidence of continuous attendance at the educational institution as a full-time student during such term(s). The course of instruction pursued must relate to the employee's employment opportunities with the Company. Such leave of absence may be renewed with the approval of the Company, subject to the same conditions set forth above concerning evidence of acceptance and of continuous attendance at the educational institution as a full-time student.

The employee's seniority shall accumulate throughout the period of the educational leave of absence. If the employee completes or discontinues such educational program prior to the expiration date of the leave and makes application for reinstatement within five (5) calendar days of the date of completion or discontinuation, the employee shall be reinstated at work in line with the employee's seniority status in the classification in which the employee was engaged last prior to the leave of absence.

Section 33. Military Service; Veterans

(a) **Employees Reinstated Prior to October 4, 1993 - Seniority Credit**
Any employee who, prior to October 4, 1993, has received seniority credit for military training or service subsequent to May 1, 1940, pursuant to provisions of prior agreements between the parties, shall continue to receive such seniority credit.

(b) **Reinstatement Following Military Service**
Effective November 23, 2015, employees now serving in the Armed Forces of the United States or employees who shall hereafter serve in the Armed Forces of the United States shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, provided that any employee whose discharge from service is other than dishonorable, shall be accorded the same reinstatement rights as such laws provide in the case of persons honorably discharged. The leave shall not exceed the term of the initial enlistment and ~~one (1)~~ **two (2)** consecutive reenlistment**s**. In no event will the period of such leave exceed a total of ~~eight (8)~~ **twelve (12)** years except when additional service is involuntary. **Eligibility for profit sharing will be capped at a maximum of eight (8) years.**

If the employee is unable to apply for reinstatement by reason of physical disability during the period within which such application is required by law to be made, application must be made within ninety (90) days from the time such disability is ended.

For the purpose of this Section, it is understood that none of the employees covered by this Agreement has been or is employed in a temporary position within the meaning of that term as used in the applicable laws of the United States, and that probationary employees shall be entitled to credit for the period of such service toward the completion of the probationary period as well as the accumulation of seniority thereafter.

(c) **Reinstatement Following Military Service - Effect of Disability**
Any employee reinstated following a period of training or service, who has incurred during such period a disability which prevents him/her from doing the work of the position to which he/she would otherwise be reinstated shall be treated in the first instance only, the same as an employee who has been incapacitated at his regular work by injury or

compensable occupational disease as set forth in Section 27 of this Article.

To be eligible for these benefits set forth in this Subsection, the employee must have furnished to the Employment Office for his/her plant within thirty (30) days of the time he/she applied for reinstatement a statement from the Veteran's Administration, that he/she sustained an injury while in such service.

(d) **Leave for Government-Provided Training**
Any reinstated veteran who makes application to the Employment Office for his/her plant shall be granted a personal leave of absence in accordance with applicable provisions of this Agreement in order to take full-time institutional training provided by the Government.

The employee granted such leave shall be reinstated with full seniority for the period of the leave if application for reinstatement is made to the Employment Office within thirty (30) days from the time of completion or discontinuance of such training and not later than five (5) days following expiration of such leave of absence.

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

Section 1. Wage Rates - General

The hourly rates for each classification covered by this Agreement will remain the same as at the expiration of the Agreement between the Company and the Union dated ~~November 5, 2015~~ **October 30, 2019**, except as otherwise provided in this Agreement, in the Settlement Agreement between the parties dated ~~October 30, 2019~~ **XX XX, XXXX**, or in any local agreement referred to in Article X, Section 8 which provides for wage rate adjustments.

Section 2. Wage Rate Increases

(a) **General Wage Increase**

(i.) **The** ~~Employees whose straight time~~ base hourly wage rate **of full-time classifications** ~~was $29.52 or more~~ as of the e**E**ffective d**D**ate of this agreement shall **be increased by** ~~receive a three percent (3%) increase added to their base~~ **eleven percent (11%) and employees will begin receiving the new** wage rate ~~on September 14, 2020~~ **of the classification to which they are assigned beginning with the first pay period following the Effective Date of the Agreement.**

(ii.) Effective ~~September 19, 2022~~ **October 21, 2024,** ~~employees who were eligible for a base wage increase according to Section 2 (a) (i) shall receive a second~~ **the** base **hourly** wage **rate of full-time classifications will be** increase**d** ~~of~~ **by** three percent (3%) ~~increase added to their base wage rate~~.

(iii.) **Effective October 20, 2025, the base hourly wage rate of full-time classifications will be increased by three percent (3%).**

(iv.) **Effective October 19, 2026, the base hourly wage rate of full-time classifications will be increased by three percent (3%).**

(v.) **Effective October 18, 2027, the base hourly wage rate of full-time classifications will be increased by five percent (5%).**

The General Wage Increase will not be applied to the "increment above" portion of classification pay rates.

On the Effective Date of the Agreement employees on Appendix F (Skilled Trades) classifications will receive an additional $1.50 as an "increment above" to their classification base hourly wage rate.

~~(b) **Performance Bonus Payments**~~

~~1. The Performance Bonus provided for in this Subsection recognizes the principle that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective.~~

~~Accordingly, it is agreed that the following Performance Bonus payment shall be made to each eligible employee who was also eligible to receive a general wage increase in accordance with Section 2(a) above in accordance with the following table:~~

~~Eligibility Date~~	~~Amount~~	~~Payable During Week Ending~~
~~September 16, 2019~~	~~Four Percent (4.0%) of Qualified Earnings~~	~~December 8, 2019~~
~~September 20, 2021~~	~~Four Percent (4.0%) of Qualified Earnings~~	~~October 17, 2021~~

~~An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided he/she has seniority as of the designated eligibility date set forth above.~~

~~An employee's Performance Bonus will be based on the Qualified Earnings during the 52 consecutive pay periods immediately preceding the pay period in which the designated eligibility date falls.~~

~~Qualified Earnings, as used herein, are defined as income received by an eligible employee from the Company during the designated Performance Bonus eligibility year resulting from the following:~~

- ~~Hourly Base Wage*~~
- ~~Shift Premium*~~
- ~~Crew Premium~~
- ~~Vacation and Excused Absence Allowance~~
- ~~Holiday Pay~~
- ~~Seven-day Operations Bonus~~
- ~~Bereavement Pay~~
- ~~Jury Duty Pay~~
- ~~Apprentice Training Incentive Payment~~
- ~~Call-In Pay~~

~~Short Term Military Duty Pay~~

(~~c~~ b) **Apprentice Rates**
Provisions for wage adjustments for apprentices is made in Article 9 of the Apprenticeship Standards Agreement, Exhibit 1 of the Skilled Trades Supplemental Agreement.

(c) Hiring-In Rate Schedule

Full-Time employees, or Temporary employees converted to Full-Time status as of the Effective Date of the 2023 Agreement, who have not yet progressed to the negotiated classification rate of the job to which they are assigned, will initially be placed in the Hiring-In Rate Schedule based upon their number of weeks worked as of the Effective Date of the 2023 Collective Bargaining Agreement.

Thereafter, all full-time Non-Appendix F (Skilled Trades) employees will progress through the Hiring-In Rate Schedule based upon weeks on the active employment rolls as follows:

(i) **For the first 52 weeks on the active employment rolls, such employees will receive 70% of the negotiated classification rate, inclusive of any general wage increases, of the job to which they are assigned.**

(ii) **Upon completion of 52 weeks on the active employment rolls, such employees will receive an increase to 75% of the negotiated classification rate, inclusive of any general wage increases, of the job to which they are assigned.**

(iii) **Upon completion of 104 weeks on the active employment rolls, such employees will receive an increase to 85% of the negotiated classification rate, inclusive of any general wage increases, of the job to which they are assigned.**

(iv) **Upon completion of 156 weeks on the active employment rolls, such employees will receive the top negotiated classification rate, inclusive of any general wage increases, of the job to which they are assigned.**

Employees who convert directly from Temporary employment status to seniority Full-Time employment status after the Effective Date of the 2023 Collective Bargaining Agreement will be placed in the above Hiring-In Rate Schedule based upon the number of weeks on the active employment rolls as of the date of their conversion to Full-Time employment.

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Employees will receive one week's credit toward acquiring the negotiated classification rate of the job to which the employee is assigned if the employee was on active employment rolls in that given week.

After the Effective Date of the 2023 Collective Bargaining Agreement, credit will not be given to seniority Full-time employees for weeks in which the employee is not on the active employment rolls except:

- Full weeks of Union Leaves of Absence
- Full weeks of Long-term Military Leaves of Absence
- Full weeks of Occupational Medical Leaves of Absence greater than 90 days
- Full weeks of approved FMLA Leaves of Absence

Each increase associated with the above Hiring-In Rate Schedule will be employee-specific and effective at the beginning of the first pay period following the completion of the required number of weeks on the active employment rolls.

These provisions are not applicable to employees governed by Volume I, Appendix K.

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~~**Section 4. Inflation Bonus Lump Sum Payment**~~

~~During the current negotiations, the parties agreed to provide a lump sum payment to each eligible employee represented by the Union in accordance with the following table:~~

~~Eligibility Date~~	~~Amount~~	~~Payable during week ending~~
~~May 15, 2020~~	~~$1500~~	~~June 14, 2020~~
~~May 15, 2021~~	~~$1500~~	~~June 13, 2021~~
~~May 15, 2022~~	~~$1500~~	~~June 12, 2022~~
~~May 15, 2023~~	~~$1500~~	~~June 11, 2023~~

~~Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:~~

- ~~Active with Seniority~~
- ~~On temporary layoff status~~
- ~~On leave pursuant to Family and Medical Leave Act~~
- ~~On leave of absence beginning not earlier than ninety (90) days prior to the eligibility date.~~

~~In addition, should the International Union, UAW Ford Department raise any question of equity in application regarding specific employees, the Company agrees to meet on such cases in order to review the facts.~~

Section 4. Cost-of-Living Allowance (COLA)

(a) Payment of Allowance; Effect on Other Payments

All seniority employees shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement. The cost-of-living allowance shall not be added to the base rate for any classification or any general wage increases, but only to each employee's straight-time hourly earnings.

The cost-of-living allowance shall be taken into account in computing overtime and shift/crew premiums, and in determining all contractual paid time off, and call-in pay.

(b) Basis for Allowance

The amount of the COLA shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W, Current Series, United States City Average, All Items Less Medical Care, not seasonally adjusted), All Items (1982-84 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made as soon as practicable after the receipt of the Index, retroactive to the original effective date of the adjustment.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the joint parties to know what the Index would have been had it not been revised or discontinued, then the joint parties will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an Umpire for determination. The Umpire's decision shall be final and binding.

(c) Amount of Allowance

For cost-of-living allowance adjustments effective during this Agreement there will be a one cent ($0.01) adjustment in the cost-of-living allowance for each nine hundredths (0.090) change over and above the base prior quarter's Index. The quarterly adjustment will be calculated by subtracting the prior quarter's three (3) month average Index from the current quarter's three (3) month average Index dividing the result by 0.090, then dividing that result by 100. The result will be rounded to the nearest penny.

In determining the Three-Month Average Index for a specified period, the computed average shall be rounded to the nearest 0.001 Index point.

In no event will a decline in the Three-Month Average Index below 289.217 provide the basis for a reduction in the wage scale by job classification.

When a quarterly adjustment results in an increase, the adjustment will be added to the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

When a quarterly adjustment results in a decrease, the adjustment will be subtracted from the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

If the Union claims that the Company's calculations in any particular instance were not made in accordance with this Agreement it may refer the matter to the Umpire under the Fourth Stage of the Grievance Procedure as set forth in Article VII.

An employee's COLA payment will be provided based on the following table:

Adjustment	Index Calculation Period	Weekly Payment will begin on First Full Pay Ending:
1	August, September, and October 2023*	December 2023
2	November and December 2023, and January 2024	March 2024
3	February, March, and April 2024	June 2024
4	May, June, and July 2024	September 2024
5	August, September, and October 2024	December 2024
6	November and December 2024, and January 2025	March 2025
7	February, March, and April 2025	June 2025
8	May, June, and July 2025	September 2025
9	August, September, and October 2025	December 2025
10	November and December 2025, and Janaury 2026	March 2026
11	February, March, and April 2026	June 2026
12	May, June, and July 2026	September 2026
13	August, September, and October 2026	December 2026
14	November and December 2026, and January 2027	March 2027
15	February, March, and April 2027	June 2027
16	May, June, and July 2027	September 2027
17	August, September, and October 2027	December 2027
18	November and December 2027, and January 2028	March 2028

* The first adjustment's three-month Index calculation will be based off of the prior quarter's average Index. The average Index from May, June, and July 2023 is 289.128.

For each quarterly adjustment to the cost-of-living allowance during the term of the Agreement the amount of increase payable to employees shall be reduced by ten cents ($0.10) or by the amount of the increase, whichever is less. The rationale for the aforementioned reduction in cost-of-living allowance is provided for Company-incurred inflationary costs associated with healthcare. The sum of the diversions during this period will continue into perpetuity.

(d) End-of-Contract Fold-In of Cost-of-Living Allowance Into Base Hourly Rate

Effective pay ending April 30, 2028, five cents ($0.05) will be subtracted from the March 2028 cost-of-living allowance and the remainder shall be added to the base hourly rate for each classification, including minimum and maximum rate for spread rate classifications. The five cents ($0.05) shall remain as the beginning cost-of-living allowance float for the next Collective Bargaining Agreement.

Section 18. Jury Duty Pay

Any seniority employee who is called to and reports for jury duty (including coroner's juries) will be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between (i) the employee's regular straight-time hourly rate, including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums, and ~~(or in the case of incentive employees, their average straight-time hourly earnings, including incentive earnings, but excluding all other premiums, for the last four pay periods worked immediately preceding the week prior to the week in which the employee reports for jury duty, for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and~~ (ii) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses). To receive payment under this Section, employees must give the Company prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to employees who, without being summoned, volunteer for jury duty.

Employees who are called to and report for an interview or an examination to qualify for selection to a jury will be considered to have performed jury duty and will qualify for jury duty pay if otherwise eligible as provided in the preceding paragraph of this Subsection.

It will not be necessary for an employee to complete jury duty service before applying for jury duty pay from the Company. Where necessary arrangements can be made with the appropriate jury commission, an eligible employee may request to be paid on a weekly basis, provided the employee submits weekly to the Company evidence from the respective court of the days served for which a specified daily jury duty fee will subsequently be received.[1] 1

A No. 1 (midnight) or a No. 3 (afternoon) shift employee will be excused from work on either the shift immediately preceding the jury service, or the shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from

[1] Moved from Volume IVA Jury Duty Pay dated October 7, 1990

work. It is understood that any one day of jury service may not be used to excuse the employee for more than one shift.

Employees who are called to and report for jury duty during a work day that is within the employee's scheduled vacation shutdown may request equivalent Excused Absence Allowance (EAA) hours for each day served (8 hours) provided the employee furnishes satisfactory evidence that jury duty was performed. At Alternative Work Schedule locations, the Excused Absence Allowance time may be requested in increments of one regular shift for each regular work day served. It is understood that the vacation shutdown pay received will still be retained by the employee, but the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) will be deducted.

Section 19. Bereavement Pay

When death occurs in an employee's immediate family ~~(i.e., current spouse; parent or stepparent; grandparent or great-grandparent; parent, stepparent or grandparent or great-grandparent of current spouse; child or stepchild; brother, half brother or stepbrother; sister, half sister or stepsister; grandchild)~~ a seniority employee, on request, will be excused for any ~~three (3) regularly scheduled days of work or any~~ five (5) regularly scheduled days of work (or for fewer days the employee may be absent) limited to the following members:

- Current Spouse-The legal husband or wife of an employee. An employee's divorced spouse is excluded.
- Parent-The mother or father of an employee, either by birth and/or by legal adoption.
- Stepfather-The husband of one's mother by a subsequent marriage.
- Stepmother-The wife of one's father by a subsequent marriage.
- Child-The legal son or daughter of an employee, either by birth or by adoption.
- Stepchild-The child of one's wife or husband by a former marriage.[1]

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When death occurs outside of an employee's immediate family, a seniority employee, on request, will be excused for any three (3) regularly scheduled days of work (or for fewer days the employee may be absent) limited to the following members:[2]

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- Grandparent-The legal mother or father of an employee's parent.
- Great-Grandparent-The legal mother or father of an employee's grandparent.
- Parent of Current Spouse-The mother-in-law or father-in-law of an employee. The parent(s) of a divorced spouse is excluded from consideration.

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[1] Moved from Volume IV-A Bereavement Pay for UAW Represented Hourly Employees

[2] Moved from prior paragraph with edits

- Stepfather-in-law-The husband, by a subsequent marriage, of the mother of one's wife or husband.
- Stepmother-in-law-The wife, by a subsequent marriage of the father of one's wife or husband.
- Grandparent of Current Spouse-The legal mother or father of an employee's current spouse's parent.
- Great Grandparent of Current Spouse—The legal mother or father of an employee's current spouse's grandparent.
- Grandchild-The legal child, either by birth or by adoption, of an employee's legal son or daughter, either by birth or by adoption.
- Brother or Sister-The relationship that is established by having the same parents or one parent in common by birth or by legal adoption.
- Stepbrother or Stepsister-A son or daughter of one's stepparent by a former marriage.[3]
- Sibling of Current Spouse-the brother-in-law or sister-in-law of an employee.

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~~in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family (or for such fewer days as the employee may be absent) during three (3) days or five (5) days in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family (excluding Saturdays and Sundays, or, in the case of seven-day operations, excluding regular days off) beginning no later than the date of funeral or service provided the employee attends the funeral or service.~~ After making written application ~~therefore~~, the employee shall receive pay for any regularly scheduled ~~hours~~ days of work up to ~~eight (8) per day~~ the employee's daily base schedule for which the employee is excused ~~(excluding Saturdays and Sundays, or, in the case of seven-day operations excluding regular days off~~) provided the employee submits a request and presents substantiating evidence of their relationship to the deceased and rationale for the requested paid days off ~~attends the funeral or service. In the event the body of a member of the employee's immediate family is not~~

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[3] Moved from Volume IV-A Bereavement Pay for UAW Represented Hourly Employees

~~buried in Continental North America solely because the death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral or service will be waived.~~ Payment shall be made at the employee's regular straight-time hourly rate on the last day worked ~~(or, in the case of incentive employees, the employee's average straight time hourly earnings, including incentive earnings, for the last four (4) pay periods worked immediately preceding the week prior to the week in which the absence commences)~~ including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums.

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Section 20. Short-Term Military Duty ~~Pay~~

(a) Payment Eligibility

An employee with one or more years of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (i) the employee's regular straight-time hourly rate on the last day worked (~~or, in the case of an incentive employee, the employee's average straight-time hourly earnings, including incentive earnings, for the last four (4) pay periods worked immediately preceding the week prior to the week in which the employee reports for military duty~~), including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums, for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and (ii) the employee's daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this Section is limited to a maximum of thirty (30) scheduled working days in any calendar year; except where the days of such active duty are the result of local states of emergency or riot, in which case they shall not be chargeable against the thirty (30) scheduled working day maximum.

In order to receive payment under this Section an employee must give the Company prior notice of such military duty and upon return to work must furnish the Company with a statement of the employee's military pay while on such duty.

(b) Additional Time Off Considerations

In situations where an employee is required to perform annual military training duty during all or part of a plant vacation shutdown, the employee receives vacation pay for which he is eligible, unreduced by military earnings. Upon request, the Company will make available to employees who would otherwise have been eligible to receive short-term military duty pay (except that for such vacation shutdown period they were not scheduled to work), a personal leave of absence of such duration not to exceed the employee's vacation entitlement, or the period of annual military training duty, whichever is lesser. Such personal leave of absence must be taken within the employee's current vacation eligibility period and will be issued upon presentation of evidence of having performed military

training duty, pursuant to the provisions of Article VIII, Section 29 of the Collective Bargaining Agreement.[1] 1

The Company will give full consideration to requests from Reservists for time off needed to take care of personal affairs when they are called to active duty, particularly from third shift employees requesting time off on the Friday shift immediately preceding weekend military duty with a Saturday morning report date provided the employee provides advance notice.[2] 2

[1] Moved from Volume IV-A Short-term Military Duty Pay-Personal Leave During Vacation Shutdown Period dated October 4, 1979 with minor edits

[2] Moved from Volume IV-A Employees Called to Duty With Reserve Forces dated November 3, 2007 with minor edits

Section 22. Paid Holiday Plan

(a) **General Eligibility Rules**

Unless otherwise provided herein, employees who meet all of the eligibility rules below will be paid eight (8) hours' pay at their regular straight-time hourly rate including shift premium and seven-day operations bonus but excluding overtime premium for:

November ~~11~~ 10, ~~2019~~ 2023 Veterans Day (Observed),
November ~~28~~, 23 ~~2019~~ 2023 Thanksgiving Day,
November ~~29~~, 24 ~~2019~~ 2023 Day After Thanksgiving,
~~December 23, 2019 Christmas Holiday Period,~~
~~December 24, 2019 Christmas Holiday Period,~~
December 25, ~~2019~~ 2023 Christmas Holiday Period,
December 26, ~~2019~~ 2023 Christmas Holiday Period,
December 27, ~~2019~~ 2023 Christmas Holiday Period,
December 28, 2023 Christmas Holiday Period,
December 29, 2023 Christmas Holiday Period,
~~December 30, 2019 Christmas Holiday Period,~~
~~December 31, 2019 Christmas Holiday Period,~~
January 1, ~~2020~~ 2024 Christmas Holiday Period,
January ~~20~~ 15, ~~2020~~ 2024 Martin Luther King, Jr. Day,
~~April~~ March ~~10~~ 29, ~~2020~~ 2024 Good Friday,
April ~~13~~ 1, ~~2020~~ 2024 Day After Easter,
May ~~25~~ 27, ~~2020~~ 2024 Memorial Day,
June 19, 2024 Juneteenth,
July ~~3~~ 4, ~~2020~~ 2024 ~~Day Before~~ Independence Day,
September ~~7~~ 2, ~~2020~~ 2024 Labor Day,
November ~~3~~ 5, ~~2020~~ 2024 Federal Election Day,
November 11, ~~2020~~ 2024 Veterans Day,
November ~~26~~ 28, ~~2020~~ 2024 Thanksgiving Day,
November ~~27~~ 29, ~~2020~~ 2024 Day After Thanksgiving,
December 23, 2024 Christmas Holiday Period,
December 24, ~~2020~~ 2024 Christmas Holiday Period,
December 25, ~~2020~~ 2024 Christmas Holiday Period,
December 26, 2024 Christmas Holiday Period,
December 27, 2024 Christmas Holiday Period,
~~December 28, 2020 Christmas Holiday Period,~~
~~December 29, 2020 Christmas Holiday Period,~~
December 30, ~~2020~~ 2024 Christmas Holiday Period,
December 31, ~~2020~~ 2024 Christmas Holiday Period,
January 1, ~~2021~~ 2025 Christmas Holiday Period,
January ~~18~~ 20, ~~2021~~ 2025 Martin Luther King, Jr. Day,
April ~~2~~ 18, ~~2021~~ 2025 Good Friday,
April ~~5~~ 21, ~~2021~~ 2025 Day After Easter,
May ~~31~~ 26, ~~2021~~ 2025 Memorial Day,
June 19, 2025 Juneteenth,
July ~~5~~ 4, ~~2021~~ 2025 ~~Day After~~ Independence Day,
September ~~6~~ 1, ~~2021~~ 2025 Labor Day,
November 11, ~~2021~~ 2025 Veterans Day,

November ~~25~~ 27, ~~2021~~ 2025 Thanksgiving Day,
November ~~26~~ 28, ~~2021~~ 2025 Day After Thanksgiving,
December 24, ~~2021~~ 2025 Christmas Holiday Period,
December 25, 2025 Christmas Holiday Period,
December 26, 2025 Christmas Holiday Period,
~~December 27, 2021 Christmas Holiday Period,~~
~~December 28, 2021 Christmas Holiday Period,~~
December 29, ~~2021~~ 2025 Christmas Holiday Period,
December 30, ~~2021~~ 2025 Christmas Holiday Period,
December 31, ~~2021~~ 2025 Christmas Holiday Period,
January 1, 2026 Christmas Holiday Period,
January 2, 2026 Christmas Holiday Period,
January ~~17~~ 19, ~~2022~~ 2026 Martin Luther King, Jr Day,
April ~~15~~ 3, ~~2022~~ 2026 Good Friday,
April ~~18~~ 6, ~~2022~~ 2026 Day After Easter,
May ~~30~~ 25, ~~2022~~ 2026 Memorial Day,
June 19, 2026 Juneteenth,
July ~~4~~ 3, ~~2022~~ 2026 **Friday Before** Independence Day,
September ~~5~~ 7, ~~2022~~ 2026 Labor Day,
November ~~8~~ 3, ~~2022~~ 2026 Federal Election Day,
November 11, ~~2022~~ 2026 Veterans Day,
November ~~24~~ 26, ~~2022~~ 2026 Thanksgiving Day,
November ~~25~~ 27, ~~2022~~ 2026 Day After Thanksgiving,
December 24, 2026 Christmas Holiday Period,
December 25, 2026 Christmas Holiday Period,
~~December 26, 2022 Christmas Holiday Period,~~
~~December 27, 2022 Christmas Holiday Period,~~
December 28, ~~2022~~ 2026 Christmas Holiday Period,
December 29, ~~2022~~ 2026 Christmas Holiday Period,
December 30, ~~2022~~ 2026 Christmas Holiday Period,
December 31, 2026 Christmas Holiday Period,
January ~~2~~ 1, ~~2023~~ 2027 Christmas Holiday Period,
January ~~16~~ 18, ~~2023~~ 2027 Martin Luther King, Jr. Day,
~~April 7~~ **March 26**, ~~2023~~ 2027 Good Friday,
~~April 10~~ **March 29** , ~~2023~~ 2027 Day After Easter,
May ~~29~~ 31, ~~2023~~ 2027 Memorial Day,
June 18, 2027 Juneteenth (Observed),
July ~~3~~ 5, ~~2023~~ 2027, Day ~~Before~~ **After** Independence Day,
~~July 4, 2023 Independence Day,~~
September ~~4~~ 6, ~~2023~~ 2027 Labor Day,
November 11, 2027 Veterans Day,
November 25, 2027 Thanksgiving Day,
November 26, 2027 Day After Thanksgiving,
December 24, 2027 Christmas Holiday Period,
December 27, 2027 Christmas Holiday Period,
December 28, 2027 Christmas Holiday Period,
December 29, 2027 Christmas Holiday Period,
December 30, 2027 Christmas Holiday Period,
December 31, 2027 Christmas Holiday Period,
January 17, 2028 Martin Luther King, Jr. Day,

April 14, 2028 Good Friday,
April 17, 2028 Day After Easter

The parties also agreed that eligible employees shall receive up to two (2) Family Days. Eligibility, scheduling, and payment for Family Days shall be as described in a Letter of Understanding on that subject dated **XX XX, XXXX,** and signed by the parties.

Employees must meet the following eligibility rules to receive holiday pay:

(1) The employee has seniority as of the date of the holiday;

(2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

(3) The employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday within the employee's scheduled workweek, except in the case of holidays which fall in the Christmas holiday period.

(i) In the case of the Christmas holiday period, in ~~2019~~ **2023**, starting December ~~23~~ **25** through the following January 1, in ~~2020~~ **2024**, **in 2024** starting December ~~24~~ **23** through the following January 1 in ~~2021~~ **2025**, **in 2025** starting December 24 through the following ~~December 31~~ **January 2**, in ~~2021~~ **2026, in 2026** starting December ~~26~~ **24** through the following January ~~2~~ **1**, ~~2023~~ **2027, in 2027, starting December 24 through the following December 31, 2027,** a seniority employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be ineligible for one (1) of the holidays for which they would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

(ii) Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December ~~21~~ **23**, ~~2019~~ **2023**
Sunday, December ~~22~~ **24**, ~~2019~~ **2023**
Saturday, December ~~28~~ **30**, ~~2019~~ **2023**
Sunday, December ~~29~~ **31**, ~~2019~~ **2023**
Saturday, December 21, 2024
Sunday, December 22, 2024
Saturday, December ~~26~~ **28**, ~~2020~~ **2024**
Sunday, December ~~27~~ **29**, ~~2020~~ **2024**
~~Saturday, January 2, 2021~~
~~Sunday, January 3, 2021~~
Saturday, December ~~25~~ **27**, ~~2021~~ **2025**
Sunday, December ~~26~~ **28**, ~~2021~~ **2025**
Saturday, January ~~1~~ **3**, ~~2022~~ **2026**
Sunday, January ~~2~~ **4**, ~~2022~~ **2026**
Saturday, December ~~24~~ **26**, ~~2022~~ **2026**
Sunday, December ~~25~~ **27**, ~~2022~~ **2026**
Saturday, ~~December~~ **January** ~~31~~ **2**, ~~2022~~ **2027**

Sunday, January ~~1~~ **3**, ~~2023~~ **2027**
Saturday, December 25, 2027
Sunday, December 26, 2027
Saturday, January 1, 2028
Sunday, January 2, 2028

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one (1) or more of the above days.

The foregoing provisions shall not apply to (1) employees assigned to seven-day operations; and (2) employees who perform work on Sunday which is a part of the No. 1 shift, Monday.

(b) **Sunday Holiday**
When any of the above enumerated holidays falls on Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

(c) **Saturday Holiday**
When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

(d) **Employee on Layoff or Sick Leave**
Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to, or during the workweek in which the holiday falls shall receive pay for such holiday. A seniority employee who is laid off during the second workweek prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked their last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling within the Christmas holiday period. Seniority employees on layoff or sick leave of absence when the holiday(s) occurs who return to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s).

A seniority employee who is laid off in a reduction in force and who qualifies for Christmas holiday pay as provided in this provision, and who also qualifies for Christmas holiday pay as provided in Appendix K Memorandum of Understanding Temporary Employees, will be provided the greater of the two Christmas holiday pay entitlements, but not both.

(e) **Employee on Other Leave**

If an otherwise eligible seniority employee is on an approved leave of absence (other than sick leave) of not more than 15 days (total duration, including any extensions) during which a holiday occurs, they shall receive holiday pay for such holiday. A seniority employee on a personal leave of absence which expires during a Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays in the Christmas holiday period which fall (1) after the final day of such leave, or (2) on and after the date they notify their plant of their availability for work, whichever is later.

(f) **Employee on Vacation**
When one of the above holidays falls within an eligible employee's approved vacation period, and they are absent from work during their regularly scheduled workweek because of such vacation, they shall be paid for such holiday. A seniority employee who requests and is granted a vacation which includes the last scheduled working day prior to a Christmas holiday period and who also requests and is granted a vacation which includes the first scheduled working day after such Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas holiday period, provided the employee works the scheduled working days immediately preceding and following their vacation when such scheduled working days are within the workweeks which include what would have been the employee's last scheduled working day before and first scheduled working day after the Christmas holiday period if they had not been on vacation.

(g) **Seven-Day Operations - Eligibility; Effect of Holiday Work**
Employees working on necessary continuous seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off or regularly scheduled days of work and they meet the other eligibility requirements of this procedure for paid holiday time.

(h) **Other Operations - Effect of Holiday Work**
Employees not working on seven-day operations who work any of the above holidays shall receive full holiday pay (if otherwise eligible) in addition to the premium payable in accordance with Section 11 of this Article.

(i) **Failure to Perform Holiday Work Assignment**
Employees who have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause acceptable to Management, shall not receive pay for the holiday.

(j) **Incentive Employees**

The hourly rate for an employee who is under an incentive plan during the week in which the holiday(s) falls shall be his average straight-time hourly earnings, including incentive earnings and shift premium, but excluding all other premiums for the last four pay periods worked immediately preceding the week prior to the week in which the holiday(s) occurs.

(k) **Effect of Unemployment Compensation**
If, for a week which includes one or more holidays which fall after December 23 but before the following January 3, an employee supplements their holiday pay for such holidays by claiming and receiving an unemployment compensation benefit or by claiming and receiving waiting period credit, to which they otherwise would not have been entitled if such holiday pay had been treated as remuneration and considered disqualifying income for unemployment compensation, a deduction of the lesser of the following amounts will be made from the employee's earnings from the Company:

(1) An amount equal to the employee's holiday pay for each week in question, or,

(2) An amount equal to either the unemployment compensation paid to the employee for each week in question or the unemployment compensation which would have been paid to the employee for each week in question if it had not been considered a waiting period.

Section 25. Vacations - Scheduling

(a) **Vacation Period**

(1) The vacation period for an employee with a December 1 eligibility date shall begin on December 1 and end on November 30 of the next year.

(2) The vacation period for an employee with a June 1 eligibility date shall begin on June 1 and end on May 31 of the next year.

(b) **Vacation Time Off Procedure**

Management recognizes the importance of providing vacation time off, in a manner that maintains efficiency of operations while giving due consideration to the desires of employees.

Management will discuss with the Local Union representatives no later than February 1 Management's decision that: (i) employees will be given vacation time off from the job through a normal vacation scheduling program consistent with the need for maintaining efficient operations or (ii) a plant vacation shutdown will be scheduled during prime vacation time. If subsequent to February 1, Management decides that a plant vacation shutdown should be scheduled, such shutdown can be scheduled only by mutual agreement between the local Management and the Local Union.

In the event Management selects the option of a plant vacation shutdown, the Union will be advised no later than April 1 as to the specific shutdown period and also which employees have been selected to work during the shutdown period consistent with good employee relations and efficiency of operations. Employees selected to work during such shutdown will be given vacation time off from the job through a normal vacation scheduling program during periods other than the shutdown period.

Separate and apart from the vacation shutdown, the practice for granting vacation requests~~, using Form 2611~~ (Vacation/Excused Absence Pay Requests)~~,~~ will remain unchanged. Approved vacation time off will not be canceled or changed without the consent of the employee.

(c) **Excused Absence Allowance**

An employee may use up to one (1) week (40 hours) of ~~his~~ **their** vacation provided under Subsection (b) of Section 24, as limited below, in units of no less than one-half day periods (4 hours), with pay at ~~his~~ **their** ~~basic~~ **straight-**

time base hourly rate, **inclusive of shift premium but exclusive of overtime and any other premiums** [1]as specified in Article IX, Section 24(i), on the date each such period of vacation shall begin, for any of the following purposes: 1

(1) Excused absences because of his illness for which he does not receive accident and sickness insurance benefits,

(2) Absences excused by the Company because of any personal reason, or

(3) Additional scheduled vacation time immediately prior to or following his other vacation time.

(4) Absences pre-excused by the Company from working a scheduled overtime shift[2] 2

Absences under (~~1~~)**and (4)** above will be excused provided that: (a) the employee ~~makes written~~ **submits a** request ~~on a form provided by the Company at least one week~~ in advance of the requested day; (b)there will be no adverse impact on the operations involved and if more than one employee is requesting the same day this will be taken into consideration in determining the operational impact; and (c) if more employees working for the same supervisor request the same day off than can be accommodated, the employee(s) who requested first will be granted the day off.

Hours for which excused absence allowance payments are made shall not be considered as time worked for purposes of determining overtime premiums. [3]**Additionally, a day for which an excused absence allowance payment has been made will be excluded from the 35-day absence count in computing vacation entitlement pursuant to Article IX, Section 24(h).** [4] 3 4

~~The part of his vacation that an employee may use for excused absences under purposes (1) and (2) above shall not exceed one week (40 hours).~~ In the event ~~his~~ **the** absences **of an employee** exceed 35 days or ~~his~~ **their** weeks of enrollment are less than 32 as used for determining

[1] Moved from Volume IV-A Saturday Excused Absence Allowance Requests
[2] Moved from Volume IV-A Saturday Excused Absence Allowance
[3] Moved from Volume IV-A Excused Absence Allowance – UAW Hourly Employees
[4] Moved from Volume IV-A Excused Absence Allowance – UAW Hourly Employees

vacation eligibility, ~~the part of his vacation that he may so use~~ **an employee's Excused Absence Allowance** shall not exceed one-half week (20 hours).

(d) **Right to Deny Vacation**
Management shall have the right to deny vacation, upon payment of vacation pay as provided in Section 26 of this Article, if in its judgment the exigencies of production so require.

Section 27. Insurance

(a) **The Insurance Program**
For the duration of this Agreement, the Insurance Program shall be that which is set forth in Volume II of the Collective Bargaining Agreement, hereinafter referred to as the "Program." It consists of two parts, each negotiated by the Company and the Union and made a part of this Agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages" or "H-S-M-D-D-V Program."

(b) **Financing**
The Company will make the payments or contributions (collectively "contributions") due from it for the Program in respect to insurance premiums, subscription rates, administrative services only arrangements or other arrangements, in accordance with the terms of the Program. The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program, except as otherwise may be required by the Employee Retirement Income Security Act of 1974 (ERISA). The Company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

(c) **Administration**
The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverages and to fulfill any other obligations specifically required in this Section 27 or in the Program.

(d) **Named Fiduciary and Allocation of Responsibilities**
Pursuant to ERISA, the Company (except where an insurer or third party contractor must be treated as a fiduciary to process claims or hear appeals from benefit denials) shall be the sole named fiduciary with respect to the Program and, except as otherwise specifically provided in this Program, shall have authority to control and manage the operation and administration of the Program.

The Board of Directors of the Company shall have the authority on behalf of the Company to approve Program amendments except that the ~~Chief Administrative Officer and~~ General Counsel, Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** are designated to approve Program additions, deletions and

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modifications on behalf of the Company to the extent deemed necessary or appropriate under ERISA, HIPAA, the Affordable Care Act and such other laws as may contain requirements for the Insurance Program in effect from time to time.

Except as otherwise provided in this Section or in the Program, the Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** are designated to carry out the Company's responsibilities with respect to the Program. The Chief Human Resources Officer **and** Chief Financial Officer **(or their functional equivalents)** may allocate responsibilities between themselves and may designate other persons to carry out specific responsibilities on behalf of the Company.

~~In the event of a change in a designed officer's title, the officer or officers with functional responsibility for the Program shall have the authority to the extent described in this subsection.~~

Any Company director, officer or employee who shall have been expressly designated pursuant to the Program to carry out specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Program and may employ one or more persons to render advice with regard to any responsibility such director, officer or employee has under the Program.

(e) **Exclusion from Umpire's Powers**
The Umpire shall have no jurisdiction over any matter arising under this Section 27 or under the Program.

(f) **Effective Dates**

(1) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective ~~November 18, 2019~~**XX/XX/XXXX**.

(2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective ~~November 18, 2019~~ **XX/XX/XXXX**, with respect to employees then at work, and on the first day worked there-after with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the date each such employee was last actively at work.

(3) For those to whom they become applicable, the provisions of the Program shall be used in lieu of the

provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

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Section 28. Moving Allowances

(a) Eligibility

An employee who is on the active employment roll on or after September 1, 1961, shall be eligible for a Moving Allowance if the employee is thereafter offered and accepts a transfer from one Plant of the Company (hereinafter called the original Plant) to another Plant of the Company (hereinafter called the new Plant) if:

(i) the new Plant is at least fifty (50) miles distant from the original Plant and

(ii) an employee files an application for a Moving Allowance not later than six months after the first day an employee worked at the new Plant and has not applied for a Separation Payment under the Supplemental Unemployment Benefit Plan.

(b) When employees are relocated, they will be given a choice from the following Relocation Packages:

(1) Option 1-Enhanced Relocation:

Employees will receive a Relocation Allowance up to a maximum of $37~~0~~,0~~5~~00, $~~6~~8,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of $19~~6~~,5~~00~~0 will be paid to the employee at the new location.

In addition, spousal relocation assistance will be provided.

After one (1) year of employment, employees may receive $10~~0~~,000 if they continue to be employees of the new location. If an employee is not employed by the new location after one (1) year of employment solely due to a subsequent mandatory in-zone placement under Appendix N, the employee shall receive $10~~0~~,000 as if the employee were employed by the new location after one (1) year.

Employees who are placed in accordance with Appendix N and accept the Enhanced Relocation Allowance will not be eligible to initiate another in zone or out of zone transfer as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected. In the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce, the 36 month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other Ford locations and, therefore, not be eligible for recall/rehire Return to Basic Unit or Article VIII Section 1(b) rights to their previous location.

Detailed information regarding payments and other Relocation Help Services regarding the Enhanced Relocation Allowance will be made available to employees.

(2) Option 2-Modified Enhanced Relocation:

The Modified Enhanced Relocation Option is available only to an Employee transferred involuntarily under the provisions of Appendix N.

An Employee will receive a Relocation Allowance up to a maximum of $370,500, $86,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of $94,500 will be paid to the employee at the new location.

In addition, spousal relocation assistance will be provided.

If an Employee continues to be an active Employee at the new location, the following schedule of additional payments shall be made on the anniversary of the Employee's start date at the new location:

After one (1) year: $10,000
After two (2) years: $10,000

An Employee choosing the Modified Enhanced Relocation is eligible to exercise their recall and Return to Basic Unit rights after six (6) months of employment at the new location should an opening at their Basic Unit become available.

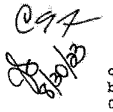
An Employee who chooses to return to their Basic Unit will be entitled to receive a maximum amount of $86,000 which will be provided as an up-front lump sum to cover miscellaneous expenses. An Employee choosing to return home, will terminate their seniority at all other Ford locations.

(3) Option 3-Basic Relocation:

An Employee will receive Relocation Allowance in the amount of $68,000.

The employee who accepts the Basic Relocation Option will be eligible to apply for return to Basic Unit as provided in Article VIII, Section 1(b)(ii), after working at the plant of relocation for a period of six (6) months or upon indefinite layoff from the plant of relocation.

(c) **Transfer timing**
Employee's that do not receive their first payment as a result of a processing error may elect not to transfer until the payment is processed.



Section 29. Paid Parental Leave

Beginning with the effective date of the 2023 UAW-Ford Collective Bargaining Agreement, Paid Parental Leave will be provided to full-time, seniority employees to bond with a child following the birth of an employee's child, the legal adoption of a child under the age of eighteen (18), or upon placement of a child under the age of eighteen (18) for foster care in the employee's home. Paid Parental Leave will be administered and run concurrent with an employee's Family and Medical Leave Act (FMLA) entitlement.

Eligible employees will receive pay for any regularly scheduled days of work up to the employee's daily base schedule for a maximum of eighty (80) hours total of Paid Parental Leave. If the balance of hours of the remaining paid parental leave is less than what is required to cover a full shift, the balance will be applied and any remaining unpaid hours on the last day of the parental leave period will be excused. Payment shall be made at the employee's regular straight-time hourly rate on the last day worked including shift premium where applicable but excluding overtime and any other AWS premiums.

When a holiday(s) as defined in Article IX, Section 22(a), excluding those holidays comprising the Christmas holiday period, occurs during a full week of approved Paid Parental Leave, an employee may elect to convert the holiday(s) hours for which they are eligible to equivalent hours of excused absence allowance to be scheduled under the terms of Article IX, Section 25(c).

Paid Parental Leave is to be initiated and concluded within twelve (12) months of the birth, adoption, or placement of a child for foster care as described above. Employees are eligible for one (1) Paid Parental Leave per twelve (12) month period. The leave must be used in full day increments and for a consecutive period. The period of leave is to be a singular event and may not be used intermittently.

Employees are required to complete and submit a request for Paid Parental Leave to the Company along with substantiating evidence of the birth, adoption, or placement of a child for foster care. Employees are required to submit their request within thirty (30) days of the applicable event. Employees are required to schedule their Paid Parental Leave in advance at a time that is mutually agreeable between the employee and their immediate supervisor, unless the leave is used during the eighty (80) hour period immediately following the birth, adoption, or placement of a child for foster care.

The day(s) an employee receives pay for Paid Parental Leave will not be counted as day(s) of absence in computing hours of vacation entitlement. To the extent paid parental leave is

required by law, employees are entitled to either the pay provided by law pursuant to any applicable paid parental leave law or the pay as set out in this letter, whichever is greater. Where state or local government agencies provide for wage replacement during a parental leave (for example, from the Employment Development Department in California), the employee shall be responsible for applying for and obtaining such funds, and such wage replacement may be used to offset the amount paid by the Company.

ARTICLE X MISCELLANEOUS

Section 9. Equal Application of Agreement

(a) In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, national origin, age, sex, sexual orientation, gender identity/expression, union activity, religion, **genetic information, pregnancy,** or against any employee with disabilities.

(b) In an effort to make the Grievance Procedure a more effective instrument for the handling of any claims of discrimination, special effort shall be made by the representatives of each party to raise such claims where they exist, and at as early a stage in the Grievance Procedure as possible. If not earlier, a claim of discrimination shall be stated at least in the Third Stage Grievance, as provided in Article VII, Section 4 of this Agreement. The Bargaining Chairperson or his designated representative, before deciding whether to take the grievance to the Plant Review Board, may refer the grievance to the Chairperson of the Civil Rights Committee of the Local Union for a factual investigation and report. The member of the Civil Rights Committee designated by the Chairperson to investigate the grievance shall not receive pay from the Company for time spent on such activity. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

8-28-23
8-28-23

ARTICLE XI

DURATION OF AGREEMENT

Section 1. Ratification of Agreement

This Agreement shall become effective on the first Monday after receipt by the Company from the Union of written notice that this Agreement and the other agreements executed by the parties as of the date thereof have been ratified by the Union. Said other agreements executed by the parties as of the date thereof, which must be ratified and become effective as a condition of this Agreement becoming effective, are the following:

Skilled Trades Supplemental Agreement, Agreement Concerning Retirement Plan, Agreement Concerning Supplemental Unemployment Benefit Plan, Agreement Concerning Profit Sharing Plan, Agreement Concerning Tax-Efficient Savings Plan for Hourly Employees, and the UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan for UAW-Represented Hourly Employees.

ARTICLE XI DURATION OF AGREEMENT

Section 2. Expiration Date
This Agreement and related supplemental agreements shall continue in full force and effect until 11:59 p.m. ~~September 14, 2023~~ **April 30, 2028**.

ARTICLE XI DURATION OF AGREEMENT

Section 3. Notice to Modify or Terminate; Automatic Renewal This Agreement shall continue in effect for successive yearly periods after ~~September 14~~ **April 30**, ~~2023~~ **2028**, unless notice is given in writing by either party at least sixty (60) days prior to ~~September 14~~ **April 30**, ~~2023~~ **2028**,or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is given, this Agreement shall be open to modification, amendment or termination, as such notice may indicate, on ~~September 14~~ **April 30**, ~~2023~~ **2028**, or the subsequent anniversary date, as the case may be.

ARTICLE XI DURATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FORD MOTOR COMPANY

William C. Ford, Jr.
~~James P. Hackett~~
Jim Farley
~~Joe Hinrichs~~
Kumar Galhotra
~~Gary Johnson~~
~~William P. Dirksen~~
~~John Savona~~
Bryce Currie
Kevin Legel
~~Bernie Swartout~~
Chuck Monastra
~~Bill Rooney~~
Jenny Torony
~~Frederick Toney~~
~~Helmut E. Nittmann~~
Michelle DeTombeur

Scott Britton
~~Terri Faison~~
Melanie Stinson
~~Tom Paradise~~
Jason Short
~~Sandy Krus~~
Mario Spadafora
Stephen M. Kulp
Johanna Shea
Deb Ockerman
~~Jiem Cranney~~
Kathy Lander
~~Kristen de Bear~~

UAW

International Union

~~Gary Jones~~
Shawn Fain
~~Rory L. Gamble~~
Chuck Browning
Brandon Keatts
~~Steve Zimmerla~~
~~Mike Stone~~
~~Jimmie D. Williams~~
Benjamin Dictor
Scott Eskridge
Darryl Goodwin
~~Brett Fox~~

National Ford Council

~~Bernie Ricke, Subcouncil #1~~
Tony Richard, Subcouncil #1
~~Anthony Richard, Subcouncil #1~~
Mark DePaoli, Subcouncil #1
~~Larry Stewart, Subcouncil #2~~
Jon Jaggers, Subcouncil #2
~~Tommy Kottalis, Subcouncil #2~~
Brandon Reisinger, Subcouncil #2
~~Jon Jaggers, Subcouncil #2~~
Scott Elliott, Subcouncil #2
~~Michael Donovan, Subcouncil #2~~
Steve Gonzales, Subcouncil #2
~~Greg Tyler, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
Dwayne Glass, Subcouncil #3
~~Dale E. Rogers, Subcouncil #4~~
Darrin Andrews, Subcouncil #4
~~Roger Maag, Subcouncil #4~~
Paul Donovan, Subcouncil #4
~~Frank Murray, Subcouncil #5~~

JT 9/20/23

ARTICLE XI DURATION OF AGREEMENT

Al Strussione, Subcouncil #5
~~Paul LaFave, Subcouncil #5~~
Frank Murray, Subcouncil #5
~~Andy Weakland, Subcouncil #7~~
Ja-Vonna Akins, Subcouncil #7
Dwayne Walker, Recording Secretary

APPENDIX B

1. FIVE-DAY NOTICE

Date

Employee Name:

Address:

Dear Employee:

Our records show that it has been five or more working days since you last worked. If you do not, within 5 ~~working~~ business days (excluding Saturdays, Sundays and Holidays) from the above date, either report to the ~~Employment~~ Human Resources Office for work or give a satisfactory reason for your absence to the Human Resources Office ~~to the Employment Office in writing or by telephone*~~, your employment will be terminated and you will lose your seniority (unless it is impossible for you to comply with the above).

If you are unable to work because of illness or injury, and so report to the ~~Employment Office~~ disability provider within the time stated above, you ~~will~~ may be granted a ~~sick~~ medical leave of absence to cover the period of your disability based upon the disability provider's review of the documentation. ~~presenting satisfactory evidence thereof~~.

Contact your local Human Resources Office at the(PLANT NAME HERE) at (PLANT PHONE NUMBER).

~~To telephone, call _____ Ext. _____~~

2. MEDICAL LEAVE EXPIRED NOTICE

Date

Employee Name:

Address:

Dear Employee:

The Company has determined that either the statement from your doctor has not been received or does not contain sufficient information to justify your continued absence. Consequently, we are unable to approve your need for continued absence.

If you do not, within ten (10) business days (excluding Saturdays, Sundays and Holidays) from the date above, either contact the disability provider to substantiate your continued

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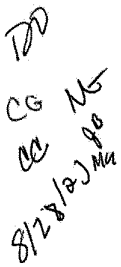
absence or report to the Human Resources Office, your employment will be terminated with a loss of seniority (unless it is determined to be impossible for you to comply with the above).

Contact your local Human Resources Office at the(PLANT NAME HERE) at (PLANT PHONE NUMBER).

~~* Request call-in code number.~~



APPENDIX J

MEMORANDUM OF UNDERSTANDING
CONTINUOUS IMPROVEMENT FORUM

The Company and the Union recognize the interdependent relationship of quality, operating efficiency, employee empowerment, and job security. Furthermore, the concepts of employee empowerment, work groups and teams and "continuous improvement" are supported fully by the leadership of the UAW National Ford Department and the Company. For Ford to remain a viable competitor and provide the opportunity for employee job security, every location must improve continuously to enable the Company to achieve its objective of being the "One Manufacturing - Best in World". Each location must strive to meet and beat the competition. The support of and dedication to the work force are essential. Accordingly, the parties pledge to work together on continuous improvement initiatives at every organizational level to improve quality, operating efficiency including plant cost performance, work relationships, work group/team effectiveness, job security, and quality of work life.

During these negotiations, the parties agreed this Memorandum is an on-going agreement, "living document", permitting the parties to positively evolve and work towards continuous improvement outside the normal collective bargaining process. As such, the national parties are empowered to review this Memorandum of Understanding to identify improvement opportunities and make adjustments to the provisions during the term of this agreement. The National Continuous Improvement Forum will communicate any such changes to the Local Continuous Improvement Forum.

To implement these goals and objectives, Ford and the UAW agree that the following committee structures will be the focus of cooperative efforts toward our common goal to improve the effectiveness of our operations, drive standardization and remove barriers to improvement and teamwork, increase job opportunities and fully utilize the work force.

A. **Senior Advisory Continuous Improvement Forum**
To provide an operational focus on continuous improvement, a Senior Advisory Forum is established comprised of senior Company Manufacturing Operating Management, senior members of the Labor Affairs Office and senior leadership of the UAW National Ford Department.

The Senior Advisory Forum's role is to provide leadership by:

- giving direction to the National and Operations Continuous Improvement Forums;

- inspiring a strong bond among all levels of the organization to empower employees to meet the Company's competitive challenges;

- energizing the entire organization to move toward achieving stated objectives and driving standardization with steadfast determination;

- providing direction for work group/team implementation and the Continuous Improvement Charter. The Continuous Improvement Charter, as mutually agreed upon, will contain operational standards and processes required for work group/team implementation; such as but not limited to:
  - Work group/team structure,
  - Team implementation flow chart,
  - Team leader roles and responsibilities,
  - Team leader (de-)/selection process,
  - Team related training,
  - Use of Visual Job Plan (VJP),
  - Team related wage material,
  - Charter change management process;

  The Continuous Improvement Charter will be maintained by the National Continuous Improvement Forum (NCIF) and will be provided to the Local Continuous Improvement Forum (LCIF), including the Employee Resource Coordinator (ERC);

- helping open communication channels to share information;

- discussing the Company's general operations, business developments and savings opportunities at each location;

- strongly encouraging the local parties to work together to implement continuous improvement initiatives, including the delivery of plant total cost objectives;

- jointly providing recognition of local continuous improvement successes (e.g., joint recognition letters, joint plant visits, and related activities); discussing the importance of job preservation and job creation;

- jointly studying hourly human resources needs, trends, developments, concepts, etc., in industry and elsewhere; and

- meeting semi-annually (in the first and third quarters) to review continuous improvement progress including local improvement plans, and to discuss new continuous improvement initiatives that may have an impact on a significant number of hourly employees.

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APPENDIX J MEMORANDUM OF UNDERSTANDING
CONTINUOUS IMPROVEMENT FORUM

B. **National Continuous Improvement Forum**
To provide a working level focus on continuous improvement, a National Continuous Improvement Forum is established to focus on continuous improvement efforts under the provisions of this Appendix, including Exhibit 1 and Exhibit 2, and Appendix M. This forum will consist of members from the Company designated by the Company's Vice President - Labor Affairs, and from the Union designated by the Vice President and Director of the UAW- Ford Department.

The role of the National Continuous Improvement Forum is to:

- report progress to the Senior Advisory Continuous Improvement Forum, share successes and discuss areas requiring reinforcement;
- **provide** support, **direction** and encouragement **for** the local parties to make improvements on a continuous basis;
- **strongly encourage the local parties to work together to implement continuous improvement initiatives including the delivery of plant total cost objectives**[1]; [1]
- encourage and support the concept of team work**, including work group/team standardization**[2], as a fundamental principle of doing business; [2]
- oversee **and drive** the implementation of work groups/teams and govern the Joint Continuous Improvement Charter;
- serve as a depository for collecting "success stories" and information and disseminating them to locations that need examples of how problems have been resolved successfully;
- visit locations upon request and offer on-site assistance by meeting jointly with local committees, in conjunction with the UAW National Ford Department Servicing Representatives and Plant Operations Managers or equivalent, to discuss the importance of job preservation and job creation and the reasons for the commitment to increase operational efficiency, suggest possible topics for consideration, and encourage good-faith efforts to develop and implement meaningful local change;

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[1] Moved from Operations Continuous Improvements Forum
[2] Moved from Operations Continuous Improvements Forum
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- **maintain liaison[3] and** provide coaching, mentoring and support to local forums as appropriate; 3

- encourage local efforts to benchmark operations and practices of key "best-in-class" competitors and pursue mutually acceptable methods of closing the competitive gap;

- **discuss and review progress on implementing competitive local operating agreements from the local level[4];** 4

- **review continuous improvement progress, including local improvement plans, and discuss new continuous improvement initiatives that may have an impact on hourly employees[5].** 5

- schedule periodic meetings between members of the UAW-Ford Department and the senior operating management of Ford Motor Company to provide greater information sharing and discussion with members of Management involved in important Company decisions;

- **monitor and assess plant work/group team submission requests to ensure continual alignment with core work group / team structures.**

- monitor and provide support as required for implementation of competitive local operating agreements; and

- train the local parties on the aspects of this agreement provision.

C. ~~**Operations Continuous Improvement Forum**~~

~~To further continuous improvement efforts at all levels of both the Union and Company organizations, the parties have agreed to implement Operations Continuous Improvement Forums. The Operations Continuous Improvement Forums will include key representatives of Manufacturing Operating Management and Human Resources, designated by the Company's Vice President of Manufacturing, and Union representatives designated by the Vice President and Director of the UAW-Ford Department. These forums will meet semi-annually (second and fourth quarters) at a minimum to discuss and review operation wide matters and should function in alignment with the local, senior and national forums.~~

~~The role of the Operations Continuous Improvement Forum is to:~~

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[3] Moved from Operations Continuous Improvement Forum
[4] Moved from Operations Continuous Improvement Forum
[5] Moved from Operations Continuous Improvement Forum

- ~~report progress to the National Continuous Improvement Forum, share successes and discuss areas requiring reinforcement;~~
- ~~strongly encourage the local parties to work together to implement continuous improvement initiatives including the delivery of plant total cost objectives;~~
- ~~provide support, direction and encouragement for the local parties to make improvements on a continuous basis;~~
- ~~encourage and support the concept of team work, including work group/team standardization, as a fundamental principle of doing business;~~
- ~~drive implementation of work groups/teams and the Continuous Improvement Charter;~~
- ~~maintain liaison with local forums and assist and encourage them as appropriate;~~
- ~~encourage local efforts to benchmark operations and practices of key "best in class" competitors and pursue mutually acceptable methods of closing the competitive gap;~~
- ~~discuss and review progress on implementing competitive local operating agreements from the local level; and~~
- ~~review continuous improvement progress, including local improvement plans, and discuss new continuous improvement initiatives that may have an impact on hourly employees.~~

D. **Local Continuous Improvement Forum**

At the local level, the joint forum will meet at least monthly and as often as necessary throughout implementation of the work groups/teams. Forum members will consist of equal Company and Union members, including the Plant Manager and other members of the Management operating committee selected by the Company, the Unit Chairperson, the Local Union President, if he/she so elects, and the Unit Bargaining Committee.

The Local Continuous Improvement Forums will review operational efficiency, consistent with this Appendix, including Exhibit 1 and Exhibit 2, and jointly develop and introduce continuous improvement initiatives. ~~Elements in local continuous improvement initiatives can include:~~ **The role of Local Continuous Improvement Forum is to include:**

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- **Report progress to the National Continuous Improvement Forum, share successes and discus areas requiring reinforcement[6].** 6

- identification of investments in plant improvements or equipment needed to improve product quality or operational effectiveness;

- implementation of work groups/teams throughout the facility following the standards contained within the Continuous Improvement Charter that support teamwork and result in operational efficiencies;

- discuss the quality of the plant's products and other general indicators of performance as well as UAW Quality Representative issues of concern;

- review opportunities for Local Continuous Improvement Forum team building, which would energize, sustain and support ongoing Continuous Improvement efforts, provide for further skill development and enhance the working relationship;

- identification of total cost saving initiatives and efficiencies;

- discuss and review progress on implementing competitive local operating agreements;

- exploration of new forms of work organization that support and can be integrated into manufacturing systems;

- monitor and communicate ongoing work group/team staffing, and associated managerial support requirements; concerns may be elevated to the National Continuous Improvement Forum for review and resolution;

- local initiatives to promote employee attendance;

- procedures for improved access by the Local Continuous Improvement Forum to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information;

- procedures and plans to review past outsourcing and outside contracting decisions, and identify opportunities for insourcing and new business;

- exploration of initiatives to pursue job preservation and job creation;

[6] Moved from the Operations Continuous Improvements Forum

- implementation of work team concepts that fully utilize all employees;
- the examination of alternative work schedules which provide greater employment opportunities;
- discussion of the use of non-Company employees who would be contracted to provide development, training, and/or implementation toward continuous improvement which will be subject to prior approval of the National Continuous Improvement Forum;
- understand the competitive gap to "best-in-class" competitors and pursue mutually acceptable methods of closing the gap;
- provide a forum for discussion on the viability of the operations and means to implement necessary changes to allow Ford North America to create a competitive platform to be considered for future business versus the global alternatives;
- address other matters that enhance continuous improvement initiatives that the local parties agree are appropriate for discussion.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such changes or waivers would not be effective unless agreed to by the local parties involved and approved in writing by the Labor Affairs Office of the Company and the National Ford Department of the Union. Such changes would be effective only at the location(s) specifically designated.

E. **Principles/Process for Effecting Change**
The parties agree that there are principles for effecting change to provide standardization across operations, without restricting local Management and the Union from designing alternative solutions for the location's competitive challenges, with endorsement from the National Continuous Improvement Forum.

Conditioning the Environment

- The support, empowerment and dedication of the hourly work force are critical factors to achieving continuous improvement. The Company's most important resource and the source of its strength are its employees, who must be trained, trusted, relied upon, and given an ever-increasing role in making decisions to meet the Company's and Union's goals and objectives as part of a standardized work group/team structure.

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- The work force's sentiments and beliefs are vitally important and should be secured and understood. Employees' trust and support can be gained by involving them in defining, participating in, and influencing decisions for the implementation of the assignment for which they are responsible. The way employees feel about management and each other, the things they focus attention on, their decision-making methods, and the expectations they establish for themselves directly influence the work they perform.

Effective Communications

- Employee awareness of the Company and Union goals and their strategic plans for achieving those goals is important. Therefore, it is strongly recommended that Management at each facility share data relative to how the facility contributes to the Company's overall success. These data should identify positive and negative aspects of each location's performance, and should be shared on a regular basis.

- Sharing data between the parties, open communications, and sensitivity to the concerns of each other are critical to building and maintaining trust. The local parties should collectively work to gain the work force's commitment to higher involvement and excellence.

- The Plant Manager and Plant Controller will share with the Union Chairperson the total budget task that the plant is being assigned.

- As each plant determines how to manage its task, plans will be shared with the Plant Chairperson. The Union's input will be invited, especially as to additional or alternative ways the task can be met.

- Workgroups will be encouraged to identify total cost savings and waste elimination ideas that may contribute to the plant's task achievement.

Identification of Issues

When requesting changes in existing agreements and practices, the problem, process, or system needing improvement should be clearly identified and its adverse impact on quality, customer satisfaction, job security, total cost or future business decisions should be understood. Data specific to the issue(s) being addressed should be shared and, if possible, the potential improvement quantified.

Guidelines

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- Having the work force participate in continuous improvement using teamwork is a fundamental principle for improving the entire operation and achieving the objectives of the business. Management and local Union leadership should actively support the principles of employees working together, as well as being involved in identifying concerns and their resolutions. To this end, the local parties will commit to afford the opportunity for employees to participate and share their ideas in the plant's continuous improvement process.

- The structure and support of continuous improvement initiatives (e.g., forums) may vary by location and will be discussed on a regular basis by the local parties in the Local Continuous Improvement Forum or in other meetings as appropriate.

- The parties may, in certain cases, jointly set goals and objectives, strategically plan, measure the progress regularly, and communicate the results to the work force.

- There should not be any intra- nor inter-plant competition for progress, but all locations should strive to improve their operation using appropriate benchmarking in order to determine opportunities for ongoing improvements. Resolutions of concerns addressed should be subject to change as business conditions change.

- Local management and Union leadership must be involved personally and committed to bringing any agreed upon change to fruition.

Training

- Before training is conducted, the training need and resources required to conduct the training should be clearly identified. The resources should not be reallocated without prior discussions between the local parties. The Company will ensure that necessary training, such as group problem solving, facilitation and instructional skills, effective listening and feedback, assertive communication, interpersonal skills, managing conflict, and diversity is provided on a timely basis to hourly employees, including team leaders, group members, Union and management leadership and others involved in the participative process. The local parties should jointly select trainers or consultants based upon their proven track record. These trainers or consultants could prove to be a valuable asset in starting the improvement process. Any non-Company employees who will be contracted to provide training will be subject to prior approval of the National Continuous Improvement Forum. The approval will be based on the contractor's credentials and proven track record.

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- Because of the changing work force, the traditional role of the supervisor may change in the future to that of coach, innovator, educator and resource person; this transition will take time. Therefore, training members of supervision for this new role is important. All levels (supervisors, superintendents, area managers, union leadership and employees) need to participate in training and retraining to implement the "new ways" of operating.

- If required, training should be provided for newly appointed supervisors, union leadership and managers to ensure that progress is not affected by leadership changes.

- Utilize the skills, talents, and abilities of the skilled work force as an integral part of the production process. As such, they are a valuable resource to the continuous improvement work groups. Further training to enhance the abilities of the skilled work force will enable those employees to make an even greater contribution to these efforts.

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APPENDIX J

EXHIBIT 1

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW-Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

~~Dear Mr. Settles:~~

Subject: Skilled Trades Operational Effectiveness

During these negotiations, the parties discussed the nature of the automotive industry and the need to continuously evaluate competitive gaps and make appropriate adjustments to achieve sustainable competitive advantages. The parties agree that a process must be established to facilitate a more efficient use of skilled trades if the Company is to provide the long-term job and income security that all our employees value.

This letter serves to acknowledge that the parties are aligned and committed to fully utilize the skills, talents, and abilities of the skilled work force. The parties recognize that effective teams must be empowered, supported and coached toward delivering the business metrics for which they are accountable, with particular focus on improving safety, quality, productivity and cost reduction.

It is envisioned that the role of the skilled trades employees will grow as new technologies evolve and the Maintenance Operating System matures within our manufacturing and assembly processes.

It is also recognized that a fully participative skilled trades workforce within the manufacturing process is a critical component of operational effectiveness. As such, we need to improve the manner in which we use the varied skills and talents of our skilled trades workforce. Skilled trades expertise and versatility should be leveraged to improve competitiveness by focusing on the elimination of waste, which includes, but is not limited to:

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- Reducing equipment downtime
- Improving production yields
- Eliminating process defects
- Reducing set-up and adjustment time
- Eliminating unnecessary costs
- Driving standardization

Further, the parties agree that all skilled trades associated within Maintenance Work Teams (MWT)/Manufacturing Work Groups (MWG) will work to their full capabilities to increase equipment uptime. Maintenance Work Teams will operate consistently with the principles outlined in the letter titled "Maintenance Work Teams". Team Leaders will work with management to coordinate/allocate work assignments. Consistent with the principles of continuous improvement, the parties also reinforced that the purpose of implementing Maintenance Work Teams is to optimize manufacturing efficiency and not to result in immediate, non- attrition related, reductions in the skilled trades work force. If either party believes the implementation of these actions are inconsistent with the intent of this provision the matter may be taken to the National Joint Skilled Trades Governance Team for resolution.

In areas where MWT's/MWG's have not been implemented, the parties remain committed to fully utilizing the skills, talents, and abilities of the skilled trades workforce through continued use of work practices identified in Exhibit 2 of the Skilled Trades Supplemental Agreement.

Additionally, the National Parties agree to encourage the local parties, including the plant chairperson and skilled trades representative, where appropriate, to explore other areas that will improve operating efficiencies and continuous improvement initiatives. Elements to consider locally would include:

- Implementation of Maintenance Work Teams with the objective of accomplishing assignments made by the Team Leader up to the teams' level of capability.
- Identification of additional training, including on-the-job training, as required for the introduction of new technologies or the need for upgraded skills. Further training to enhance the abilities of the skilled trades work force will enable those employees to make an even greater contribution to these efforts.
- When considering training that is intended to upgrade the skills of the basic trades, local parties may submit funding proposals to the National Joint Skilled Trades Governance Team to underwrite a variety of costs associated with implementing these

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team concepts, including course materials, instructor fees, train-the-trainer sessions~~., and in some instances, payment of wages for trainees or their replacements~~. Such funding proposals are subject to the approval of the ~~UAW-Ford Education, Development and Training Program~~ **UAW-Ford Labor Management Committee Joint Trust** Joint Governing Body.

Minor maintenance actions will be performed by production employees to improve overall equipment effectiveness. Production employees currently performing minor maintenance tasks will continue to perform those tasks. Production employees will be assigned minor or preventive maintenance tasks as identified on the visual job plan. Visual job plans will be jointly approved by the local parties. If required, the national parties will review any discrepancies and provide guidance to the local parties on resolution. These actions include, but are not limited to:

- Maintain proper fluid and lubrication levels in the operator's immediate work station machinery.
- Clearing of loose debris within fixtures and equipment (e.g., weld slag, machine chips).
- Inspection and tightening of loose, non-critical components not directly related to locating pins, blocks, and shims.
- Inspection and tightening of loose, leaking coolant, air, and dispensed product fittings.

The parties acknowledge that adoption of these concepts would result in greater job security for the basic skilled trades workforce and increase the potential for growth as the Company becomes better positioned to meet future competitive challenges.

These efforts may require change or waiver of certain agreements or practices. The local parties will meet regularly to review, discuss and proactively address concerns. In such cases, proposed changes to agreements or practices must be communicated to and approved by the National Joint Skilled Trades Governance Team.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

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APPENDIX J EXHIBIT 1

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur:~~
~~Jimmy Settles~~

Concur:
Chuck Browning

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APPENDIX J

EXHIBIT 2

ATTACHMENT A

UAW-Ford National Continuous Improvement Charter

Work Groups/Teams

This is a living document that may only be changed under the guidance and direction of the National Continuous Improvement Forum. The national parties are empowered to identify improvement opportunities and make adjustments to these provisions outside the normal collective bargaining process.

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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER
WORK GROUPS/TEAMS

MISSION:

The joint parties are committed to implementing work groups/teams to a consistent standard supporting the global manufacturing strategy as defined in Appendix J. Our beliefs and behaviors must honor standardization and continuous improvement to enable our work groups/teams to deliver "One Manufacturing - Best in the World".

GUIDING PRINCIPLE:

The parties pledge to work together on continuous improvement initiatives at every organizational level to improve quality, operating efficiency including plant cost performance, work relationships, work group/team effectiveness, job security, and quality of work life.

CONTENTS:

- *Aligned & Capable Organization - Work Group/Team Structure*
- *Work Group/Team Implementation Flow Chart*
- *Standard Team Leader Roles & Responsibilities*
- *A standardized Team Leader selection / de-selection process*
- *Team Related Training*
- *Visual Job Plan (VJP)*
- *Team Related Wage Material*
- *Charter Change Management Process*

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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
WORK GROUP/TEAM STRUCTURE

PURPOSE:

Aligned & capable work group/team structure enabling self-managed work groups/teams, to improve the business against key objectives within their span of control.

The Global Ford Production System
Aligned and Capable Organization

In the Desired State, our Manufacturing facilities will have any combination of the following Work Groups / Teams:

Examples of Application:
- *Cyclical Assembly work*
- *MP&L*

Examples of Application:
- *Central Maintenance*
- *Specialist Shops*

Examples of Application:
- *Highly Automated Areas:*
- *Machining*
- *Body / Paint*
- *Press Areas*

Each team has skill and capability to run and maintain their area

Work is completed by team members to improve the business against key objectives within their span of control. They are self managed. They apply specific processes and methods, make structured improvements, monitor and manage work processes.

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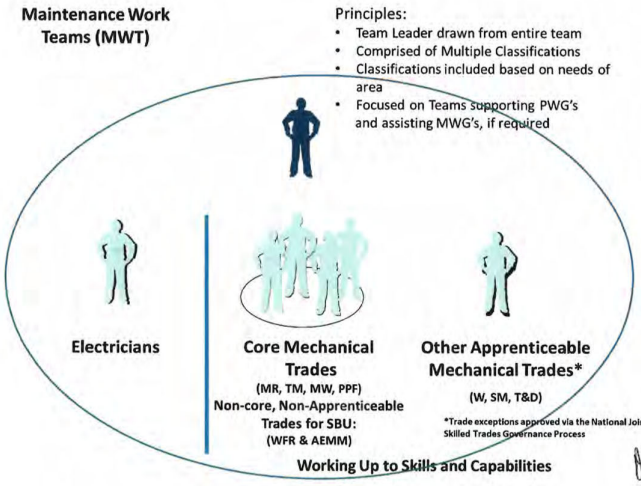
APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
MAINTENANCE WORK TEAMS

The Mechanical Work Team (MWT) was revised to Maintenance Work Team (MWT) with the addition of Electricians as part of the team structure.

In addition, other apprenticeable Mechanical Trade classifications (W, SM, T&D) may be included based on area needs and with National Joint Skilled Trades Governance approval.



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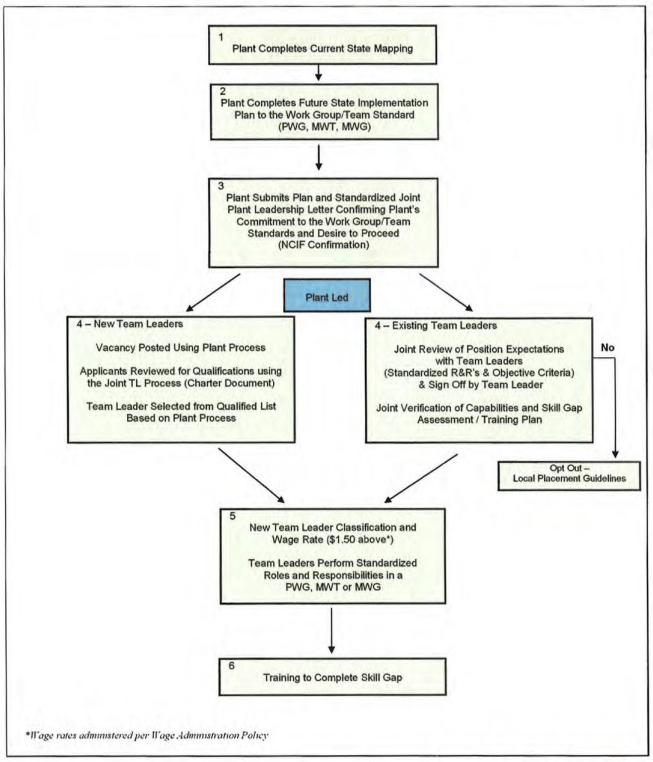
APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
TEAM LEADER IMPLEMENTATION FLOW CHART



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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-Ford National Continuous Improvement Charter:
Team Leader Roles & Responsibilities

ALIGNED ROLES AND RESPONSIBILITIES AND PRIMARY TASKS OF A TEAM LEADER

Hourly Team Leader		
Key Role(s)		
Prioritize & Support		
Responsibilities	Elements of Work Primary Tasks	
Monitor Safety, Quality, Delivery ~~objectives are met through following standardized work and keep the line running safely, smoothly, and producing quality part~~ **and Cost through standardized work. Maintain safe line flow as prescribed with the goal to achieve 0/0/100 results.** **Immediately escalate unresolved issues in accordance with the 2019 LOU entitled Team Leader Role in Issue Escalation (Vol. IV-A). Additionally, in order to encourage best practices, non-escalated issue resolutions are to be communicated to those who are likely to encounter similar situations, including but not limited to Supervisors and other department Team Leaders.**	1	Perform Startup & Close-out verification / confirmation tasks
	2	Conduct daily SQDCPME verifications / confirmations
	3	Complete Daily Standardized Work Observations. Monitor compliance with OIS/JSA and correct any non- conformances
	~~4~~	~~Review quality and operations for defects or operators for issues~~
	~~5~~ **4**	Understand and adhere to the Quality Operating System **and** utilize provided tools **to validate process adherence and assist in identification of defects or operator issues. Use problem solving methodology to reach root cause and drive permanent corrective actions.**[1]
	~~6~~ **5**	~~Monitor work areas~~ Adherence to 5S standards of workplace organization. ~~and workstations are free of debris and contamination~~ **Complete 5s check sheets, identify opportunities and fix abnormalities.**
	~~7~~ **6**	~~Monitor work areas~~ Adherence to EOS requirements including complying with environmental regulations and conserving natural resources (energy, water, materials). **Utilize 3R approach to mitigate waste (reduce, reuse, recycle).**

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[1] Combined primary tasks 4 and 5, now creating primary task 4

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Respond to ANDONS **and resolve at the team level**	~~8~~ **7**	React, Resolve, Track abnormalities (ANDON), and confirm closure of concerns
	~~9~~ **8**	Assist production operators as required to maintain production flow consistent with cycle time requirements
	~~10~~ **9**	Verify / Confirm maintenance tasks (Crisis, Predictive and Preventive) are completed by the appropriate people
	~~11~~ **10**	Obtain materials and supplies for the team. Coordinate appropriate corrective actions to ensure line is properly stocked.
Continuous Improvement	~~12~~ **11**	Adhere to Time & Data Management to promote and support continuous improvement activities in the team. **Utilize Zone Boards to drive 0/0/100 results and communicate performance to plan.**
	~~13~~ **12**	Lead FTPM actions to improve job / station performance **by coordinating activities with Team Members to constructively utilize down time to continuously improve.** [2]
	~~14~~	~~Coordinate activities with Team Members to constructively utilize down time to continuously improve~~
Communication & Recognition	~~15~~ **13**	Communicate as required to perform job functions **and recognize team accomplishments** ~~(such as safety, quality and productivity concerns that the Team cannot address),~~ **including but not limited to zone boards, end of shift sheets and issues matrix.**
	~~16~~ **14**	~~Respect and encourage respect of all team members by my actions.~~ **Foster, encourage, and exhibit respect amongst all team members by my actions.**
Training	~~17~~ **15**	Responsible for ensuring required training is met within the team, including classroom and on the job. **Maintain all versatility training records within the team and verify each job has appropriate number of trained operators.**
	~~18~~ **16**	Learn ~~all operations within area of responsibility and maintain all versatility training records within the team to verify each job has appropriate number of trained operators~~ **and be able to perform all operations within area of responsibility and communicate any staffing gaps.**

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Primary tasks may be broken down into secondary tasks for further definition of roles and responsibilities. Examples may be provided upon request of the Joint Parties.

[2] Combined primary tasks 13 and 14, now creating primary 12

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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-Ford National Continuous Improvement Charter: Team Leader (De-)/Selection Process

PURPOSE:

The purpose of the Team Leader selection/de-selection process is to reliably select qualified Team Leaders willing and able to fulfill the specific Team Leader roles and responsibilities by utilizing a standardized process.

The joint parties agree that this standardized Team Leader selection / de-selection process can:

- Increase productivity of team leaders by selecting those most committed to the work group/team model
- Support work group/team effectiveness
- Foster better teamwork between production and skilled trades
- Increase morale of all employees through better involvement in the business
- Ensure Ford Motor Company's ongoing competitiveness versus the competition

ACTIVE MEMBERS:

The active members in the selection and de-selection of Team Leaders are the Team Manager and the designated UAW Representative. The Local Continuous Improvement Forum (LCIF) will have responsibility for process oversight.

Team Leader Selection Process:
The selection process was developed to ensure:

- A common process is used to interview and evaluate all candidates
- Evaluation criteria are consistent and based on skills and competencies that would be required on the position
- Team Leaders selected for the position will have the opportunity to grow their skills and contribute positively to the business

Upon local agreement, the joint parties may submit a request to deviate from the selection process to the NCIF for review and approval.

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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER: TEAM LEADER SELECTION PROCESS

4 – New Team Leaders

Vacancy Posted Using Plant Process

Applicants Reviewed for Qualifications using the Joint TL Process (Charter Document)

Team Leader Selected from Qualified List Based on Plant Process

New Team Leader process:

- Plants will use their local posting procedure and include the standard Team Leader roles and responsibilities document, plus a listing of specific job requirements
- Candidates will be selected from within the workgroup where the opening exists (if an acceptable candidate is not found within the work group, the scope can be expanded to include additional areas)
- Equipment complexity will determine the level of technical skills required, and whether a Production or Tradesperson will fill the position.
- Initial screening will be based on the following criteria*:
  - Disciplinary record – No active discipline on record
  - Attendance record – No active attendance discipline on record
  - Willingness to remain in the Team Leader position and workgroup for a minimum of 12 months
- All qualified candidates who have met the objective criteria above, will be granted an interview
- A formal interview conducted by a joint Union / Management team
- Candidates will be scored using a standard set of questions (a total of 100 points possible):
  1) Experience and versatility (~~25~~ **15** points)
  2) SQDCPME knowledge and work habits (40 points)
  3) People and leadership skills (~~35~~ **45** points)
  4) Bonus Attendance Points (2 points maximum)

Based on the scoring of the questions above, candidates receiving a threshold score of ~~70~~**80**% will be considered qualified and capable of fulfilling the standardized Team Leader roles and responsibilities. Team Leaders will be selected from the qualified candidate list.

Once selected, the Team Leader will sign off on the Joint Team Leader Verification acknowledging they understand the standardized roles and responsibilities and attend the required training program for the New Team Leaders.

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APPENDIX J

EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

**The Joint Leadership team of the Local Continuous Improvement Forum (LCIF) will be responsible for monitoring objective criteria contained within the initial screening.*

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
EXISTING TEAM LEADER VERIFICATION PROCESS

4 – Existing Team Leaders

Joint Review of Position Expectations with Team Leaders (Standardized R&R's & Objective Criteria) & Sign Off by Team Leader

Joint Verification of Capabilities and Skill Gap Assessment / Training Plan

Existing Team Leaders:
During the transition from current state to future Work Group/Team state, there will be a joint review of position expectations with Existing Team Leaders. The review will consist of the position expectations and standardized roles and responsibilities in the new Workgroups/Teams. It is important to ensure Team Leaders understand the requirements of the position and complete the tasks as required to the standard. Additionally, a joint verification of capabilities and the training necessary to carry out his or her job effectively will be identified.

If an existing team leader decides they do not want to remain a Team Leader, they can choose to "Opt out" and be placed in a different position following the Local Placement Guidelines. If they want to continue as a Team Leader, then a "Joint Team Leader Verification" is completed, a skill gap assessed and the Team Leader signs-off on the standardized roles and responsibilities.

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

	Primary Tasks	Able to Perform Y/N	Training Solution	Comments
1	Perform Startup & Close-out verification / confirmation tasks			
2	Conduct daily SQDCPME verifications / confirmations			
3	Complete Daily Standardized Work Observations. Monitor compliance with OIS/JSA and correct any non-conformances			
~~4~~	~~Review quality and operations for defects or operators for issues~~			3
~~5~~ 4	Understand and adhere to the Quality Operating System **and** utilize provided tools **to validate process adherence and assist in identification of defects or operator issues. Use problem solving methodology to reach root cause and drive permanent corrective actions.**[3]			
~~6~~ 5	~~Monitor work areas~~ Adherence to 5S standards of workplace organization. ~~and workstations are free of debris and contamination~~ **Complete 5s check sheets, identify opportunities and fix abnormalities.**			
~~7~~ 6	~~Monitor work areas~~ Adherence to EOS requirements including complying with environmental regulations and conserving natural resources (energy, water, materials). **Utilize 3R approach to mitigate waste (reduce, reuse, recycle).**			
~~8~~ 7	React, Resolve, Track abnormalities (ANDON), and confirm closure of concerns			
	Understand plant policy and reaction to stopping the line. Train Work Group Members on the correct use of the ANDON system, especially when the ANDON is to be activated.			
	Input daily ANDON issues, **i.e., downtime**, quality, safety, etc.…into FIS and tools			
~~9~~ 8	Assist production operators as required to maintain production flow consistent with cycle time requirements			

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[3] Combined primary tasks 4 and 5, now creating primary task 4

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	Reset faults to equipment as required and as capable to perform			
	Report down time as quickly as possible and coordinate the Team Members to focus efforts on eliminating waste and promoting continuous flow.			
	Perform operational and administrative tasks of Work Groups including progress toward Quality and Productivity goals.			
	Perform other tasks as required per the Supervisor including tasks not specifically identified to maintain production of team as well as assisting other Work Group Leaders.			
	Stop work immediately if unsafe or unplanned situations occur & revise work method (including Planned/Unplanned Non-Production Work/Event)			
	Verify / Confirm maintenance tasks (Crisis, Predictive and Preventive) are completed by the appropriate people			
~~10~~ 9	Help Supervisor establish maintenance priorities based on data, PM effectiveness and potential impact to the manufacturing production process. Assist to coordinate daily and weekend support plans with the maintenance organization resulting in daily interface with outpost personnel			
	Input Maintenance tickets into system as required.			
	Perform minor maintenance (defined locally) as required to keep the line running.			
	Obtain materials and supplies for the team. Coordinate appropriate corrective actions to ensure line is properly stocked.			
~~11~~ 10	Input Shop Floor Requisitions (SFR) items and follow SMART System and Material flow guidelines to maintain established material minimum and maximum inventory levels.			

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

~~12~~ 11	Adhere to Time & Data Management to promote and support continuous improvement activities in the team. **Utilize Zone Boards to drive 0/0/100 results and communicate performance to plan.**			
~~13~~ 12	Lead FTPM actions to improve job / station performance **by coordinating activities with Team Members to constructively utilize down time to continuously improve.** [4]			
~~14~~	~~Coordinate activities with Team Members to constructively utilize down time to continuously improve~~			
~~15~~ 13	Communicate as required to perform job functions **& recognize team accomplishments** ~~(such as safety, quality and productivity concerns that the Team cannot address),~~ **including but not limited to zone boards, end of shift sheets and issues matrix.**			
~~16~~ 14	**Foster, encourage, and exhibit respect amongst all team members by my actions.**			
~~17~~ 15	Responsible for ensuring required training is met within the team, including classroom and on the job. **Maintain all versatility training records within the team and verify each job has appropriate number of trained operators.**			
~~18~~ 16	Learn ~~all operations within area of responsibility and maintain all versatility training records within the team to verify each job has appropriate number of trained operators~~ **and be able to perform all operations within area of responsibility and communicate any staffing gaps.**			

I understand and acknowledge that I will adhere to the standard ~~18~~ 16 Roles & Responsibilities and adhere to my individual training plan.

Signature / Date

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[4] Combined primary tasks 13 and 14, now creating primary 12

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER: TEAM LEADER DE-SELECTION PROCESS

Team Leader De-selection Process:
The objective of the Team Leader de-selection process is to provide a consistent and uniform process for the local UAW / Management team to identify and correct valid concerns. The process is designed to provide opportunities for coaching and performance improvement, and to provide Team Leader process stability.

There are four possible ways in which a Team Leader can be de-selected. Concerns regarding Team Leaders will be jointly investigated by the Team Manager and district or other union representative with the Team Leader prior to removing the Leader from their position.

1) The Leader asks to be removed. (It is understood that the Leader concerns should be discussed and resolved during the ongoing development process and that this formal request represents a last opportunity to keep a valued Leader on the job)
   a) Determine reasons for the Leader's request for removal, and as appropriate, plan and adjust the development process and/or the system to provide needed and expected support for the leader
      - If the Leader is satisfied with the adjustment plan, review progress during the next scheduled development meeting
      - If not, (and Leader has fulfilled their 12-month commitment) the Leader will be removed/disqualified per Local process*

      **In the event all parties agree that the Leader position is not working for the employee, the Leader can be disqualified during the 12-month window*

2) The Leader has exceeded the minimum attendance or disciplinary criteria. In this situation, the leader will be disqualified. Disagreements regarding disqualification can be escalated to the Joint National Parties for review and/or resolution.

3) The Leader is not fulfilling the Leader roles and responsibilities, and not making reasonable progress with their development plans.
   a) Provide the Leader an opportunity to discuss reasons for failing to fulfill the specific roles and responsibilities
   b) As needed, investigate potential shortfalls in the organization's support of the Leader

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c) If the system support is adequate, the employee is directed to present a corrective action plan (within three days), and is provided 30 days to implement their plan
d) Notify the employee that failure to implement the corrective actions, within the 30 day timeframe, will result in disqualification

4) The Work Group members have submitted a "petition for leader development" (Cannot be initiated within the first six months).
   a) Review the work group members' petition process and the work group's specific concerns with the Leader
   b) Follow steps (a through c) outlined in item #3 above
   c) After the 30 day implementation period, resurvey work group members to verify corrective actions have been implemented
   d) If the work group is still dissatisfied, the Leader will be removed*
   e) Repeated petitions for the same concerns may be cause for immediate removal

**The Joint Leadership team of the Local Continuous Improvement Forum (LCIF) will be responsible for the oversight of this process.*

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER: TEAM RELATED TRAINING

PURPOSE:

Proactive Training which provides knowledge on manufacturing and skills development, enabling teams to deliver safety, quality and delivery metrics at world-class levels.

MWG Training

To ensure the success of manufacturing work groups, a strong commitment to training is required by the employee, the Union, and the Company. Training will be delivered in an efficient and cost effective manner utilizing on-the-job, web-based, and/or classroom training. Local training options include working with a participating college that may result in accreditation, utilizing UAW-Ford resources to train internally, or other options approved by the National Continuous Improvement Forum.

The Manufacturing Work Group training program may include elements such as work group effectiveness, improving business results, technical skills including equipment operation and other subjects deemed necessary. This classroom training will provide production team members with upgraded skills to identify issues and abnormalities. The MWG training is not an attempt to train production employees to replace skilled trades employees. Training required to support manufacturing work groups will be monitored by the NCIF.

- Module 1 - Introduction to MWG Training
- Module 2 - Safety Fundamentals
- Module 3 - Measurement
- Module 4 - Fasteners
- Module 5 - Balancer/Hoist Safety
- Module 6 - Visual Job Plans
- Module 7 - Mechanical Safety
- Module 8 - Lubrication Systems
- Module 9 - Mechanical Principles
- Module 10 - Electrical Safety
- Module 11 - Electrical Principles
- Module 12 - Electrical Systems and Components
- Module 13 - Hydraulic and Pneumatic Principles
- Module 14 - Fluids
- Module 15 - Accessories

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UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
MWG TRAINING

Fundamentals:
Introduction to MWG Training #1 Estimated Contact Hours: 1

Module 1 of Fundamentals, Introduction to MWG Training, starts the sequence of MWG Training. Included in this module are a:

- Brief description of class logistics
- Participant Introduction
- Brief discussion on perspectives
- Management and UAW Support
- An overview of the program
- Purpose of the program including:
  - Improvement of base line knowledge
  - Improve communications
  - Additional skills and capability
- Goals
  - Production engaged in minor maintenance activities
  - Communication with skilled trades
  - Continue to develop skills and capability
- A discussion of the Module structure

Fundamentals:
Safety Fundamentals #2 Estimated Contact Hours: 7

Module 2 of Fundamentals, Safety Fundamentals, is a reinforcement of various areas of safety. The intent is to remind the participants that while they are preforming the new autonomous and minor maintenance tasks, they are to exercise the expected safety precautions, wear the proper protection, and identify safety issues for corrective maintenance if they are unable or do not possess the skills and capability to correct the issue.

At the conclusion of this overview, participants are reminded of various safety precautions and actions and understand that they must follow government, corporate and facility safety rules while performing autonomous and minor maintenance activities

Fundamentals:
Measurement #3 Estimated Contact Hours: 5

Module 3 of Fundamentals, Measurement, is a review, and in other cases a deep dive into measurement.

Participants come to the program with varying degrees of insight into measurement and how to read the related measuring devices found in the manufacturing environment. During this module, they learn to

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recognize measurement systems (English and Metric) and how to identify and properly write values as it relates to production and maintenance activities. Participants are taught how to accurately communicate values to interested parties including Skilled Employees, Process Coaches, and Engineers.

At the conclusion of this module, participants understand how to read and communicate the readings from a scale, production gauges, calipers and micrometers, in English and Metric. They demonstrate how to correctly convert measurements from one system to another, and interpret measurement to confirm or correct quality concerns or communicate to others in Metric and English.

Fundamentals:

Fasteners #4 Estimated Contact Hours: 4

Module 4 of Fundamentals, Fasteners, is a module that describes the different types of fasteners, their characteristics, how to define their size, recognize, inspect, and safely tighten fasteners.

The intent of this module is to define fasteners use/application across production and maintenance. At the conclusion of this module, participants understand:

- Basics about bolt measurement, strength, torque, finish, tensile strength, thread pitch, classification.
- Metric, English, and Acme Threads
- Types of bolts, screws, nuts, washers, set screws, and keys.
- How to use a thread gauge
- The function and how to use a Torque Wrench
- Adhesives and Sealants

Fundamentals:

Balancer/Hoist Safety #5 Estimated Contact Hours: 4

Module 5 of Fundamentals, Balancer/Hoist Safety, is a module that was totally re-written and concentrates on identification of safety related opportunities for balancers and lift equipment.

The intent of this module is to increase awareness of balancer and lift equipment, the essentials of safety, and what to look for while inspecting and operating these pieces of equipment for production/engineered lifts. It also addresses that "free-lifts" should be handled by a skilled employee.

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The module starts with Balancers and what types of failures are associated with this equipment. Participants are instructed what to look for in Lift Equipment including the lift fixtures. The participant is provided multiple failure modes for slings, hooks, shackles, and eye bolts.

Fundamentals:

Visual Job Plans #6 Estimated Contact Hours: 1

Module 6 of Fundamentals, Visual Job Plans, introduces the Visual Job Plan format. The intent is to walk participants through the content of a Visual Job Plan.

Mechanical:

Mechanical Safety #7 Estimated Contact Hours: 4

Module 7 of Mechanical, Mechanical Safety, addresses safety when working with Mechanical Systems. The intent is to remind the participants that while they are preforming the new autonomous and minor maintenance tasks, they are to exercise the expected safety precautions, wear the proper protection, and identify safety issues for corrective maintenance.

Participants are introduced to safety as it relates to power transmission, mechanical devices and mechanical systems. Items such as gravity, stored energy, and mechanical advantage are addressed.

Time is spent on Energy Control for Setup and Permitted Minor Tasks (ECSPMT) and describes the minor maintenance actions that are permitted with the "lock-key" system.

Mechanical:

Lubrication Systems #8 Estimated Contact Hours: 4

Module 8 of Mechanical, Lubrication Systems, is intended as a deep dive into centralized lubrication systems used on manufacturing equipment. These oil systems include drip, wiper, and mist systems. The module then goes on to discuss the application of solid film lubricants and grease. Completing this module, participants should be able to replace lubricants, fill reservoirs, and complete greasing activities. As a result of this module and related modules the participant will:

- Identify and describe fault conditions to Team Members, Skilled Employees, or the Process Coach.
- Demonstrate an understanding of the various types of lubrication systems used on the production equipment.
- Apply knowledge of various valves, fittings, and components used on lubrication systems.

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- Identify and in some cases correct issues with lubrication systems

Mechanical:

Mechanical Principles #9 Estimated Contact Hours: 4

Module 9 of Mechanical, Mechanical Principles, utilizes the same steps as previously reviewed by participants in Introduction to Principles in the Fundamentals Section. This module provides participants with an efficient and logical sequence of activities to make decisions based on the input they absorb through the four senses. Senses include seeing, hearing, smelling and touching.

- Investigate
- Analyze
- Act
- Verify Results
- Standardize

This module concentrates on principles of mechanical elements of production equipment and asks specific questions related to the 4 senses to assist the production participant in completing standardized steps in troubleshooting.

At the conclusion of the module it identifies expectations based on the 4 senses. (sight, hearing, smelling and touching)

Electrical:

Electrical Safety #10 Estimated Contact Hours: 8

Module 10 of Electrical, Electrical Safety, addresses safety when working with Electrical Systems. The intent is to remind the participants that while they are performing the new autonomous and minor maintenance tasks, they are to exercise the expected safety precautions, wear the proper protection, and identify safety issues for corrective maintenance. Other objectives for this module include the participant:

- Interpreting the information on the Arc Flash labels and following all safety precautions as prescribed.
- Understanding the use of a GFCI and demonstrating the proper application of the GFCI.
- Following 5 S's for work place organization and keeping areas in front of electrical panels clear.

Participants are introduced to safety as it relates to electrical systems, electrical devices and electrical components. Items included in this safety section are.

- ECPL Review
- ECSPMT Review

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- Proper method to operate an electrical disconnect
- Arc Flash - Arc Blast - Boundary
- How Electricity is conducted
- Grounding
- GFCI
- Overview of NFPA 7E of the National Electric Code
- Precautions to prevent injury

Electrical:

Electrical Principles	#11	Estimated Contact Hours: 5

Module 11 of Electrical, Electrical Principles, is intended to provide basic information to the participant starting at AC and DC current, basic electrical principles, understanding the types of circuits through conditional inputs and outputs. It addresses how a participant's actions, can create conditions/movement in equipment. The participant will:

- Understand conditional inputs and outputs and how they apply to the function of your production equipment.
- Perform minor maintenance inspections.
- Safely verify conditional inputs and outputs as required in order to verify machine operations.
- Understanding when a conditional input(s) is satisfied, an output(s) will result as the consequence of that input(s).

Electrical:

Electrical Systems and Components	#12	Estimated Contact Hours: 5

Module 12 of Electrical, Electrical Systems and Components, is intended to provide participants with the basic theory of process control and the skills to identify the various plugs, receptacles, sensors, switches and other components used on production equipment.

At the conclusion of this module, participants again work through the steps as they relate to electrical components.

This module is unique because it continues the discussion of process control and addresses complementary components concurrent to the operation.

Fluid Power

Hydraulic and Pneumatic Principles	#13	Estimated Contact Hours: 5

Module 13 of Fluid Power, Hydraulic and Pneumatic Principles, is intended to provide participants with the basic theory of hydraulics and pneumatics. It provides participants with an understanding of

the components of the system, how they work together and how pressure is created. Pascal's law is addressed as well as safety as it relates to Hydraulic and Pneumatic systems.

Fluid Power
Fluids #14 Estimated Contact Hours: 5

Module 14 of Fluid Power, Fluids, is intended to provide participants with information to assist them in Identifying and correcting issues with hydraulic fluids. Participants are aware of the characteristics of fluids based on machine requirements so when faced with filling the tank they are able to read the Ford identification tags for fluid replenishment. After this module, participants are aware of contamination and breakdown of hydraulic fluids and are able, with some OJT to replace filters that do not require special tools or procedures.

Fluid Power
Accessories #15 Estimated Contact Hours: 2

Module 15 of Fluid Power, Accessories, is intended to provide participants with information so that they can recognize different accessories associated with hydraulic and pneumatic systems. Accessories covered in this module include:

- Heat Exchangers
- Accumulators
- Intensifiers
- Pressure Gauges
- Flow Meters
- Sound Dampening materials

Participants are introduced to each of these accessories and are instructed on how they work in the system, safety precautions when working around these accessories, and associated issues that may cause a reduction in efficiency for these components.

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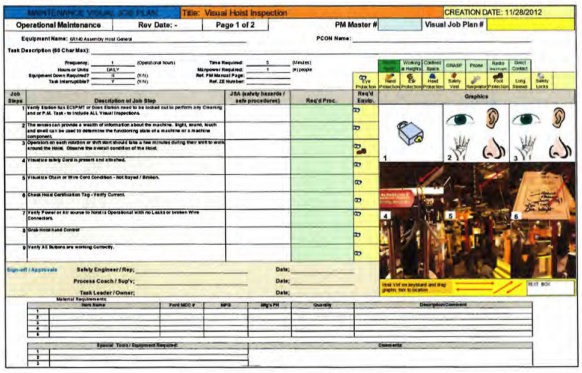
EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL `CONTINUOUS IMPROVEMENT CHARTER:
VISUAL JOB PLANS AND MINOR MAINTENANCE

Supporting MOS, the Visual Job Plan (VJP) is a standard method for formalizing job steps for tasks performed by production employees within a Production Work Group (PWG) and Manufacturing Work Group (MWG). Visual Job Plans also ensure appropriate methods are utilized within the team to maintain safety and quality. Training for a specific plan will be provided through on-the-job training (OJT).

Example of a generic VJP


Title: Visual Hoist Inspection

CREATION DATE: 11/28/2012

Operational Maintenance | Rev Date: - | Page 1 of 2 | PM Master # | Visual Job Plan #

Equipment Name: | PCON Name:

Task Description (50 Char Max):

Job Steps | Description of Job Step | JSA (safety hazards / safe procedures) | Req'd Proc. | Req'd Equip. | Graphics

1 Verify Station has ECPMT or Does Station need to be locked out to perform any Cleaning and or P.M. Task - to include ALL Visual Inspections.

2 The wooden bat provides a source of mechanical sound the machine. Sight, sound, touch and smell can be used to determine the functioning state of a machine or a machine component.

3 Operators on each rotation or shift start should take a few minutes during their shift to walk around the Hoist. Observe the overall condition of the Hoist.

4 Firestone safety Cord is present and attached.

5 Firestone Chain or Wire Cord Condition - Not frayed / Broken.

6 Check Hoist Earthbraker Trip - Verify Current.

7 Verify Power or Air source to hoist is Operational with no Leaks or broken Wire Connectors.

8 Grab Hoist Load Control

9 Verify All Buttons are working Correctly.

Sign-off / Approvals | Safety Engineer / Rep: | Date: | Process Coach / Sup't: | Date: | Task Leader / Owner: | Date:

Material Requirements: | Item Name | Ford MDS # | MFG | Mfg's Pt# | Quantity | Description/Comment

Special Tools / Equipment Required: | Comments:

- Production employees will be assigned minor or preventative maintenance tasks as identified on the visual job plan (VJP)
- Production employees currently performing minor maintenance tasks will continue to perform those tasks
- Visual job plans will be jointly approved by the local parties
- If required, the national parties will review any discrepancies and provide guidance to the local parties on resolution

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
APPENDIX J AND MAINTENANCE WORK TEAM WAGE RELATED MATERIAL*

Name	Group	Description	Rate Impact	Classification / Base Principles
Production Work Group (Includes MPBU and Pre-Delivery teams)	PWG	Production Operator	Rate remains the same	Paid the production rate of assigned classification
		Production Team Leader	Increase in rate	Employee receives up to $1.50 over the highest rated classification on team (or above present level in ARP if coming from an ARP) to perform standardized Team Leader Roles & Responsibilities Example: Existing Team Leaders who have received $0.645 will receive an additional $0.855 to reach $1.50
		In Progression Team Leader	Increase in rate	Classified as In Progression (Adjusted Rate) employee. Will be paid $1.50 per hour above the In Progression (Adjusted Rate) of the highest rated classification on team or above present level in ARP if coming from an ARP.
Maintenance Work Team	MWT	Skilled Trade Team Leader	Increase in rate	Employee receives $1.50 above established MWT rate ($33.825)
		Trades Assigned to Team - (EL, MR, TM, PF, MW) SBU only - (WFR & AEMM) Additional trades approved per the NJSTGT	Rate remains the same for trades making the MWT rate of $33.825 Increase in rate for approved mechanical trades to the MWT rate of $33.825	Employees assigned to the team making less than the MWT rate of $33.825 receive an increase in pay to $33.825 to work up to their skill and capability Example: MW, PF and other apprenticeable mechanical classifications approved by NJSTGT
Manufacturing Work Group	MWG	Upskilled Production Operator	Increase in rate - $0.50/hr.	Upon certification of successful completion of 50% of training, employee receives $0.25/hr. increase above highest hourly production rate on the team (ARP will receive the increase above their present ARP level). Upon certification of successful completion of 100% of training, employee receives additional $0.25/hr. increase above highest hourly production rate on the team (ARP will receive the increase above their present ARP level). In Progression or In Progression (Adjusted Rate) employees are eligible to be an upskilled production operator. However, they are classified in Progression (Adjusted Rate) and paid accordingly. Upon certification of successful completion of 100% of training, employee will receive a one-time lump sum payment of $600.
		Production / Skilled Trade Team Leader	Increase in rate	Team Leader receives up to $1.50 above highest rated production rate if Team Leader is production employee or $1.50 above base skilled classification wage on team if Team Leader is skilled trade to perform standardized Team Leader Roles & Responsibilities. Production Team Leader also eligible to receive $0.50 upskilled increment only upon completion of training. Existing Team Leader = up to $1.50 increase. (ex., existing Team Leaders who have received $0.645 receives an additional $0.855 to reach $1.50)
		In Progression Team Leader	Increase in rate	Classified as In Progression (Adjusted Rate) employee. Will be paid $1.50 per hour above the In Progression (Adjusted Rate) of the highest rated classification on team or above present level in ARP if coming from an ARP.
		Skilled Trade Assigned to Team	Rate remains the same if making $33.825 Increase in rate for trades making less than hourly rate of $33.825	Employees assigned to the team making less than the MWT rate of $33.825 receive an increase in pay to work up to their skill and capability

** Wage rates are as of the 2018 General Wage Increase and do not reflect the 2017 General Wage Increase*

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EXHIBIT 2 ATTACHMENT A NATIONAL CONTINUOUS IMPROVEMENT CHARTER

UAW-FORD NATIONAL CONTINUOUS IMPROVEMENT CHARTER:
CHARTER CHANGE MANAGEMENT PROCESS

A formal process for Plants to request review of the Continuous Improvement documents by the NCIF.

CHARTER DOCUMENT CHANGE REQUEST FORM

Date of Request: _____ Change Requested by: _____

Description of Change Request:

_____

_____

_____

_____

_____

Purpose of Change Request:

_____

_____

_____

Date Submitted to NCIF: _____

Date Reviewed by NCIF: _____

Change Approval (A) / Denial (D) by NCIF: _____

Change Approval Signature:

_____

Reason for Approval/Denial:

_____

_____

_____

_____

Date Approval / Denial Reviewed with Change Requestor: _____

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APPENDIX K

MEMORANDUM OF UNDERSTANDING - TEMPORARY EMPLOYEES

~~During these negotiations,~~ Tthe parties held lengthy discussions regarding the use of Ttemporary employees. The parties agree~~d that~~ in certain circumstances, it may be necessary to utilize Ttemporary employees to supplement the full-time work force. ~~To that end,~~ tThe parties recognize the following two categories of Ttemporary employees:

- Temporary Part-Time Employees (TPT)
- Temporary Full-Time Employees (TFT)

~~The Company and the UAW National Ford Department shall meet annually to determine the maximum allowable number of temporary employees to be used at each facility in each of the four subsequent quarters. The first such meeting will take place within 30 days of ratification of the agreement. The parties will meet in advance of each quarter to mutually agree that the number is still applicable.~~

The number of Ttemporary employees allowed will be 8% of the total active UAW hourly population Company-wide. The National parties can adjust this total between the facilities based on that facility's previous absence data, in a manner that does not alter the overall total of Ttemporary employees allowed Company-wide. Any facility exceeding a total of 10% of their population as Ttemporary employees will require mutual agreement between the parties.

The following paragraphs set forth the terms and conditions for use of the aforementioned Ttemporary employees, as well as the wages, benefits and other provisions.

I. Temporary Part-Time Employees (TPT) shall be employed in accordance with the following provisions:

   a. TPTs are employees hired by the company who shall be normally scheduled to work a maximum of 32 hours per week. Requests for TPT employees shall be approved by the National Parties.

   b. For purposes of determining Union representation, TPT employees will be counted only on days for which they are scheduled to work. Representation will be determined by accumulating the number of TPT employees utilized each day until the number reaches 200 at which time the Union will be authorized an additional representative for one day.

II. Temporary Full-Time Employees (TFT) shall be employed in accordance with the following provisions:

a. TFTs are employees hired by the Company who shall be normally scheduled to work the full regular work schedule of the plant/department they are assigned.

b. In all instances where TFT employees are to be utilized, the Company shall canvass existing TFT employees at the requesting facility for their interest to become a TFT employee.

c. The Company shall review with the National Ford Department other situations requiring Ttemporary employees above the allowable number such as, but not limited to: product launches, attrition program transition, periods of high vacation from April thru November, placeholders awaiting transfer of laid off employees from other locations, or other similar supplemental manpower needs. Requests for Ttemporary employees in such cases shall be made in writing to the National parties for mutual agreement.

d. TFT employees will not be hired or rehired at a plant when there are laid off seniority employees from that plant or laid off seniority employees within the same zone, until the laid off seniority employees have been canvassed to work as a TFT employee and the need ~~still~~ remains.

e. For purposes of determining Union representation, TFT employees on roll will be counted as part of the Unit.

f. The National parties will continue to review the use of TFT employees on an on-going basis. TFT employees are not to be employed to avoid hiring to fill permanent positions.

III. The following provisions will apply to both Temporary Part-Time and Temporary Full-Time employees:

a. ~~Effective January 1, 2021, and thereafter~~ tThe parties mutually agree to convert a ~~TFT~~ **Temporary employee** to a full-time regular employee **status** ~~under the provisions of Appendix V (regular status)~~ upon the completion of ~~two~~ **nine**(~~2~~9) ~~years~~ **months of** continuous service. ~~Former TPT employees will convert to a full-time regular employee under the provisions of Appendix V (regular status) upon the completion of two (2) years of continuous service, provided the last twelve (12) months were as a TFT.~~ The conversione will occur on the Monday following the tTemporary employee's **completion of nine (9) months** ~~anniversary date~~ provided the continuous service requirements have been met. These tTemporary employees will convert to the relative step of the ~~wage~~ **Hiring-In Rates** progression.

b. The National Parties will continue to monitor the use of Ttemporary employees in the weekly NFD/Labor Affairs Manpower

meeting. Issues regarding the use of ~~these~~ **Temporary** employees will be brought to the attention of the **Executive** Director of U.S. Labor Affairs and the Vice President of ~~North~~ Americas Manufacturing **and Labor Affairs**. These issues will be resolved within 2 weeks or the use of ~~these temps~~ **Temporary employees** will be subject to cancellation by the National Ford Department.

c. On days they are scheduled to work, T~~t~~emporary employees will be scheduled for all hours posted for the department to which they are assigned.

d. Temporary employees may be scheduled to work daily overtime or on days for which full-time employees receive premium pay as such if they do not displace eligible full-time employees.

e. All other provisions of the National Agreement shall apply to employees hired pursuant to this Memorandum of Understanding.

f. Temporary employees will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will his/her performance be considered either in establishing a production standard or in a dispute over the production standard.

g. The utilization of T~~t~~emporary employees shall not be considered as an infringement of the rights of full-time seniority employees.

i. Seniority employees who are laid off or who are to be laid off may request to displace ~~t~~Temporary employees **in their JSP Preferential Placement Zone**.

ii. Seniority employees who are utilized as T~~t~~emporary employees will be required to comply with the work schedule for T~~t~~emporary employees.

iii. Seniority employees who are utilized as T~~t~~emporary employees shall continue to accumulate seniority and shall be entitled to all the benefits of seniority employees except as provided in paragraph iv.

iv. Seniority employees who are utilized as TPT employees shall not be entitled to Supplemental Unemployment Benefits (SUB) except for in the case of a full week of temporary layoff (TLO). Seniority employees who are utilized as TPT employees shall be entitled to SUB.

v. A seniority employee who is affected by a reduction in force and becomes a ~~t~~Temporary employee will be eligible for a scheduled vacation and paid excused absence with

respect to any unused vacation/excused absence hours at the time of the reduction in force. Further, in computing the number of weeks of enrollment and absences for purposes of determining vacation eligibility for the succeeding year, the period of employment as a ~~t~~Temporary employee will be counted.

vi. A seniority employee who becomes a ~~t~~Temporary employee will be entitled, if otherwise eligible, to receive payment for the wage benefit payments in the following provisions of the UAW-Ford Collective Bargaining Agreement for the days the employee would have been scheduled to work:
Article IX, Section 18 - Jury Duty Pay
Article IX, Section 19 - Bereavement Pay
Article IX, Section 20 - Short-term Military Duty Pay

vii. A seniority employee who becomes a Temporary employee will be recalled back to seniority status in accordance with Appendix N, Step 1 of the Non-Skilled Preferential Placement Hierarchy

h. Temporary employees will be considered for full-time job openings in a fair and equitable manner giving due consideration to the length of employment with the Company. Full-time opportunities will be offered in order of employee's most recent date of hire or rehire (Ford Service Date) with the Company, oldest to newest. Where two or more employees have the same date of hire, the last four digits of the employee's Social Security Number will be used as a tiebreaker, with the higher last four SSN digits deemed as indicative of greater length of employment (e.g. 9999 shall have greater length of employment than 0000). Additionally, the Company will consider ~~t~~Temporary employees for full-time job opportunities prior to hiring from the street and in the following order:

i. Temporary employees currently working and/or laid off from the requesting facility.

ii. Temporary employees currently working and/or laid off within the same zone of the requesting facility, except when the requesting facility is within the Rouge Site. After the requesting facility within the Rouge Site has exhausted its list of ~~t~~Temporary employees at that facility, working and/or laid off ~~t~~Temporary employees from the Rouge Site shall be given consideration prior to hiring from the zone.

iii. **When Temporary employees convert to full-time status, the local Union and Labor Relations Office will provide an orientation to these employees explaining how their**

conversion to full-time status impacts their benefits, wage and progression, vacation, and provide instructions regarding the National Attendance Program call-in procedure, local shift bumps, and job bids. This will be completed in a reasonable time frame following conversion.

i. Temporary employees will be laid off and recalled in a fair and equitable manner giving due consideration to the length of employment with the Company.

i. Temporary employees will be laid off upon the completion of their assignment. For purposes of determining layoff order, the first paragraph of section "h" above will be followed in reverse.

ii. Temporary employees will be recalled for temporary job openings in the order described above in the first paragraph of section "h".

iii. **Temporary employees may be indefinitely laid off for up to thirty (30) days and maintain continuous service including if they return to work at another location.**

iv. **When a Temporary employee experiences a break in continuous service beyond thirty (30) days due to an indefinite layoff, their Ford Service Date (FSD) will be adjusted upon reinstatement by the number of days greater than thirty (30) the employee was inactive, as long as the employee has not been off active employment rolls longer than they worked.**

v. **Temporary employees placed on temporary layoff continue to accrue continuous service regardless of the duration of the temporary layoff.**

j. Temporary employees shall accrue no credit towards acquiring seniority. Temporary employees shall, however, receive credit for time worked as a ~~t~~Temporary employee for all eligibility of health care benefits. ~~outlined in Appendix V.~~ ~~Those~~ ~~t~~Temporary employees converted to regular status who have otherwise met the requirements for acquiring seniority, will be considered to have acquired seniority as of the date of such conversion. **Effective January 1, 2024, Temporary employees who convert to full-time, regular status and who do not have a break in continuous service will receive an adjusted Ford Service Date (FSD) equivalent to their most recent hire or rehire date as a Temporary employee, but in no event shall their FSD be adjusted to a date prior to January 1, 2024.** ~~Their seniority will date back ninety (90) days from the date of conversion.~~

APPENDIX K MEMORANDUM OF UNDERSTANDING
TEMPORARY EMPLOYEES

k. The Company may discharge or terminate ~~t~~Temporary employees, in which case the employees shall have access to the Grievance Procedure in cases of claimed discrimination on account of any race, religion, color, age, sex, sexual orientation, gender identity, union activity, national origin, disability and veteran status. **Temporary employee evaluations will be made available to the Union upon their request.**

l. Temporary employees shall be entitled to Union representation, including access to the regular Grievance Procedure, in cases of alleged violation of rights arising out of this Agreement.

m. A ~~t~~Temporary employee who is found to be in violation of a minor shop rule will be issued a written reprimand/warning for a first and second-time violation, provided the employee was hired at least 90 days prior to the violation. The employee may request the presence of a Union Representative when such reprimand/warning is issued.

n. Temporary employees will be subject to the provisions of Article II and III of the UAW-Ford Collective Bargaining Agreement. Monthly dues for ~~t~~Temporary employees will be as determined by the National Ford Department, UAW.

o. Temporary Employees hired after the e~~E~~ffective ~~d~~Date of the ~~2019~~ 2023 ~~a~~Agreement will be paid a rate of **$21.00 per hour** ~~$16.67~~ while employed as a ~~t~~Temporary employee. Existing ~~t~~Temporary employees being paid below this rate will have their wage increased to **$21.00** ~~$16.67~~ **per hour beginning with the first pay period following** the ~~effective~~ date of the agreement.

p. Such employees shall have only such rights, privileges, compensation, or benefits as are expressly provided by the following provisions of the **2023** UAW-Ford Collective Bargaining Agreements:
Article IX, Section 5 - Call-In Pay
Article IX, Section 6 - Shift Premiums
Article IX, Section 11 - Holiday Premium
Article IX, Section 15 - Medical Treatment During Working Hours - Time Allowance
Article IX, Section 18 - Jury Duty Pay
Article IX, Section 19 - Bereavement Pay
Article X, Section 6 - Lunch Periods
Attachment A, Section E - Supplemental Unemployment Benefit
Appendix T - Employee Tuition Plans
Volume III - Profit Sharing Plan

q. Holiday Pay:

APPENDIX K MEMORANDUM OF UNDERSTANDING
TEMPORARY EMPLOYEES

i. A ~~t~~Temporary employee will be eligible for holiday pay as set forth in Article IX, Section 22(a) of the 2023 UAW-Ford Collective Bargaining Agreement provided:

1. The employee has **three (3) months of continuous employment since their most recent hire or rehire date** ~~actually worked at least 90 days~~ prior to the holiday(s); **and**

2. The employee worked the same day(s) as the holiday in the week prior to the week in which the holiday(s) falls, with the exception of being on a one-week TLO for that prior week only, and the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

3. The employee has worked the last scheduled working day prior to and the next scheduled working day after such holiday(s) within the employee's scheduled workweek. In the case of the Christmas holiday period, as defined in Article IX, Section 22(a)(3)(i) of the UAW-Ford Collective Bargaining Agreement, a ~~t~~Temporary employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after such Christmas holiday period shall be ineligible for pay for all of the holidays within the Christmas holiday period. An otherwise eligible ~~t~~Temporary employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be eligible to receive holiday pay for all but one of the holidays for which ~~he~~ **they** would otherwise be eligible in the Christmas holiday period.

ii. A seniority employee who is laid off in a reduction in force and becomes a ~~t~~Temporary employee will be entitled to holiday pay provided the employee meets the eligibility requirements outlined in A (2) and (3) of this paragraph; except that, if the employee is eligible for holiday pay under Article IX, Section 22(d) of the UAW-Ford Collective Bargaining Agreement the eligibility rules in Subparagraph A of this paragraph shall not apply. However, should the employee qualify for Christmas holiday pay as provided in this Memorandum and Article IX, Section 22(d), the employee will be provided the greater of the two Christmas holiday pay entitlements but not both.

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iii. A probationary employee who is laid off in a reduction in force and is utilized as a ~~t~~Temporary employee will be considered for holiday pay purposes as though hired originally as a ~~t~~Temporary employee with the ~~number of days actually worked~~ **number of months of continuous employment since their most recent hire or rehire date** as a full-time employee counted toward the ~~90 days~~ **continuous service** required for holiday pay eligibility in Subparagraph A of this paragraph.

r. Paid **and Unpaid** Time Off

i. Temporary employees who work at least 120 continuous days~~, but do not exceed twelve (12) continuous months,~~ will be eligible for **a single allotment** of sixteen (16) hours of paid time off and twenty-four (24) hours of unpaid time off ~~of~~ **from** work ~~per calendar year~~ **as of their initial 120-day anniversary date**. ~~Temporary employees who work greater than twelve (12) continuous months, but less than thirty six (36) continuous months, will be eligible for forty (40) hours of paid time off and twenty four (24) hours of unpaid time off each calendar year.~~ ~~This~~ **All eligible paid and unpaid hours** must be scheduled in advance and approved by management. ~~Any remaining balance of unused time will not carry over into the following year.~~ **Unused paid time off, and unpaid time off hours will carry over for the employee's use upon conversion to full-time regular employee status and will expire on the employee's first vacation eligibility date.**

s. Benefits for ~~t~~Temporary employees are provided as indicated in Attachment A of this Appendix.

APPENDIX K

MEMORANDUM OF UNDERSTANDING
TEMPORARY PART-TIME EMPLOYEES

ATTACHMENT A

TEMPORARY EMPLOYEES

A. Temporary Part-Time employees and Temporary Full-Time employees shall be provided hospital-surgical-medical-drug (H-S-M-D) coverages commencing ~~as of the 90th day following~~ **on the date of** hire or rehire. The Company shall pay the full amount of the monthly premium for the following month's coverages for each month an eligible employee receives pay from the Company for any time during such month. These coverages shall cease, if otherwise in effect, as of the last day of the month in which employment is terminated. It is understood there shall be no duplication of benefits because of coverages provided under Company H-S-M-D programs.

Temporary Part-Time and Temporary Full-Time employees will not be able to enroll sponsored dependents.

H-S-M-D enrollment is limited to the National Preferred Provider Organization (NPPO) option, modified to include the cost-sharing requirements shown below:

Annual Deductible	
In-Network	
Single	$300
Family	$600
Out-of-Network	
Single	$1,200
Family	$2,100
Co-Insurance	
In-Network	10%
Out-of-Network	35%
Out-of-Pocket Maximum	
In-Network	
Single	$1,000
Family	$2,000
Out-of-Network	
Single	No Limit
Family	No Limit

In addition, Temporary Part-Time and Temporary Full-Time employees hired or rehired on or after November 18, 2019 will have a $25 office visit co-pay effective January 1, 2020. Such employees who convert

to In-Progression employee status or Skilled Trades classification will continue to have a $25 office visit co-pay.

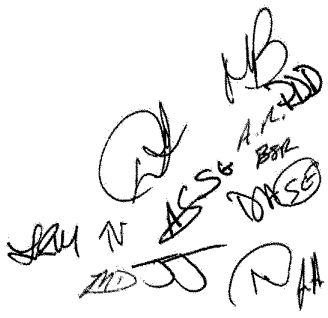
Prescription Drugs - Retail

Generic	$ 7.50 co-pay
Brand	$15.00 co-pay

Prescription Drugs - Mail Order

Generic	$15.00 co-pay
Brand	$30.00 co-pay

The opportunity for survivors of Temporary Part-Time and Temporary Full-Time employees to continue coverage, or for the subject employees to continue coverage post-employment or for periods not in active service will be limited to self-pay continuation that may be available under federal law.



APPENDIX K

MEMORANDUM OF UNDERSTANDING
TEMPORARY PART-TIME EMPLOYEES

ATTACHMENT A

Savings

B. Temporary employees are eligible to participate in the Tax-Efficient Savings Plan for Hourly Employees (TESPHE); however, they are not eligible for the Supplemental Contribution of an amount equal to $1.00 for every compensated hour into the TESPHE in lieu of Company contributions for health care coverage in retirement or Retirement Contributions.

Retirement Plan

C. Temporary employees shall not accrue pension benefits under any Company-sponsored qualified defined benefit pension plan. However, service earned from date of hire by such employee as a temporary employee shall be recognized under such plan solely for eligibility, vesting and participation with respect to any benefit they accrued while a seniority employee.

Life Insurance

D. Temporary employees shall be provided life insurance coverage in the amount of $3,000 and accidental death and dismemberment insurance coverage in the amount of $1,500. An employee shall become eligible for such coverages commencing as of the first of the month following the month of hire or rehire. The Company shall pay the full premium for these coverages for any month in which an eligible employee receives pay from the Company for any time during such month. These coverages shall cease, if otherwise in effect, as of the day employment is terminated.

Supplemental Unemployment Benefits

E. Temporary Full-Time employees will be eligible for Supplemental Unemployment Benefits (SUB) and Short Work Week (SWW) benefits if:

- They are assigned to work 40-hours per week or the full regular work schedule of the plant/department they are assigned,
- Currently on the active employment roll,
- On the active employment roll for at least three consecutive months as a Temporary Full-Time employee since their last hire or rehire date, and
- Are placed on qualifying Temporary Layoff

Temporary Part-Time employees are not eligible for SUB.

All other provisions of the SUB plan as defined in Volume III, 2023, shall apply.

APPENDIX M

MEMORANDUM OF UNDERSTANDING
JOB SECURITY PROGRAM (JSP)

The Company and the Union are committed to enhancing the job security of Ford Motor Company employees. The parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement, and competitiveness.

Accordingly, the parties have agreed to this Job Security Program (JSP), and have pledged to work together, consistent with this Program and other provisions of the Collective Bargaining Agreement, to enhance the Company's competitive position.

The cornerstone of the Program is a set of provisions - including job placement and temporary income security - to assist employees who are impacted by Indefinite Layoff or who are otherwise defined as surplus.

Nothing in this Agreement is meant to alter the placement practices at Multi-Plant Employment Locations, as defined in Appendix N, Attachment B.

I. JOB SECURITY ELIGIBILITY

A. All seniority employees as of the Effective Date of the ~~2019~~2023 UAW-Ford National Agreement are covered by this Memorandum. Such employees are considered "JSP-eligible" in that they are covered by the job security provisions of this Memorandum.

A plant by plant listing of the number of skilled and non-skilled employees covered by this Memorandum will be provided to the National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC) and Local Job Security, Operational Effectiveness, and Sourcing Committees (LJSOESCs). This report will be updated monthly.

B. Discharged employees who are JSP-eligible will maintain their eligibility upon reinstatement.

II. JOB SECURITY PROVISIONS FOR JSP-ELIGIBLE EMPLOYEES

A. The parties recognize that actions may occur during the course of this Agreement that will cause the number of JSP-eligible employees to exceed the Company's production requirements. The following provisions shall apply to JSP-eligible employees who are placed on Indefinite Layoff or who are otherwise defined as surplus.

B. In-Zone/Out-of-Zone Placements

1. Placement of JSP-eligible employees will be in accordance with the provisions of Appendix N and associated Letters of Understanding.

2. Notwithstanding the above, available JSP-eligible employees will be placed on a combined list of JSP-eligible employees in the same Preferential Placement Zone who are on Indefinite Layoff or who are otherwise defined as surplus (the in-zone list). JSP-eligible employees will be made available for in-zone placement in inverse seniority order.

3. For placement purposes, employees on the combined in-zone list will be offered the opportunity to volunteer for openings; volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined in-zone Preferential Placement list must transfer to the new location.

   An available JSP-eligible employee mandatorily transferred to another location may remain at the secondary location until afforded an opportunity to "return home" in accordance with Appendix O or until the employee is laid off from that location, at which time the employee may elect options available under Article VIII, Section 1(b) of the Collective Bargaining Agreement.

4. Available JSP-eligible employees on Indefinite Layoff or who are otherwise defined as surplus will be offered the opportunity to volunteer for out-of-zone opportunities.

C. A JSP-eligible employee who is permanently transferred to another location in accordance with this Program, or if so transferred and upon later layoff elects to return to a former location under Article VIII, Section 1(b) of the Collective Bargaining Agreement, will be eligible to receive a moving allowance as provided in Article IX, Section 28 of the Collective Bargaining Agreement. Applicants may receive a maximum of two (2) such relocation allowance payments during the term of the then applicable UAW-Ford Collective Bargaining Agreement. Any problems connected with the above may be raised with the National Committee.

D. A JSP-eligible employee on a Qualifying Layoff will be eligible for benefits under the Supplemental Unemployment Benefit (SUB) Plan. A Qualifying Layoff is either of the following:

- Indefinite Layoff;
- temporary layoff in an instance, as jointly identified by the parties, in which the Company modifies shifts or work schedules to enhance operating performance and continues to actively employ employees who otherwise would be placed on Indefinite Layoff.

E. A JSP-eligible employee on a Qualifying Layoff who exhausts his or her maximum eligibility for SUB Regular Benefit payments shall be eligible for subsequent benefits under the Transition Assistance Plan (TAP).

F. JSP-eligible employees placed on Indefinite Layoff shall maintain their recall rights in accordance with applicable provisions of the Collective Bargaining Agreement, with the exception of employees who elect to opt out of TAP benefit eligibility.

G. JSP-eligible employees on Indefinite Layoff or who are otherwise defined as surplus will be placed into available jobs in accordance with the provisions of Appendix N and related Letters of Understanding.

H. In the event the Local and National Committees determine that the number of JSP-eligible employees exceeds the number of expected openings at the facility and within its area within the next succeeding twelve (12) months, Special Programs as set forth in the Attachment to this Memorandum may be considered. Local management must obtain Finance approval before submitting a request to the National Committee. Thereafter, to the extent JSP-eligible employees still exceed expected openings, such employees, under the direction of the National Committee, may be transferred out of the zone area pursuant to Section II, B., above.

III. ADMINISTRATION OF THE JOB SECURITY PROGRAM

The Company and the Union agree that:

A. At each bargaining Unit covered by the 20~~19~~2023 Collective Bargaining Agreement, a Local Job Security, Operational Effectiveness, and Sourcing Committee (Local Committee) will be established to administer the Program.

B. The parties have agreed that a Local Job Security, Operational Effectiveness, and Sourcing Committee (Local Committee) will consist of equal members of Company and Union representatives including, for the

Company, the Plant Manager or Parts Distribution Center Manager, Controller or Office Operations Manager, Human Resources Manager or Labor Relations Supervisor, and other management representatives as designated by the Plant Manager or Parts Distribution Center Manager; and, for the Union, the Plant Chairperson, the Local Union President, (if he/she so elects), Bargaining Committeepersons, the local UAW Job Security Representative, and other local Union representatives as designated by the Plant Chairperson.

C. The duties of the Local Committee will be to:

1. Review the number and status of employees on a monthly basis.

2. Coordinate with the National Committee (Section III.,D., below) the placement of an employee outside the zone area. As used in this Memorandum, zone area means an area as specified under Appendix N of the Collective Bargaining Agreement pertaining to Preferential Placement for Laid-Off Employees.

3. Monitor indefinite layoffs of JSP-eligible employees.

4. Participate in discussions regarding sourcing decisions as outlined in Appendix P of the ~~2019~~2023 Collective Bargaining Agreement on the subject of sourcing.

5. Participate in discussions regarding the introduction of new or advanced technology as provided in the Letter of Understanding regarding New Technology dated October 30, 2019.

6. Review manpower changes in the workplace. As required, assist in developing plans to replace attrition, including the use of hires or rehires, to meet operational needs when other appropriate placement sources have been exhausted.

7. Review the manpower requirements of forward product, facility, and business plans, maintaining the confidentiality of the material being evaluated.

8. Assist in planning and coordinating the relocation of Indefinitely Laid-Off and/or otherwise surplus JSP-eligible employees to other Units in or outside the zone area, and the

application of special programs to such employees and active workforce employees as described in this Memorandum of Understanding.

9. Review any complaint regarding the administration of the Program. Refer unresolved complaints to the National Committee (Section III.,D., below). The national parties will limit the review of complaints to those raised, in writing, within 60 days of the monthly LJSOESC meeting giving rise to the complaint unless the time limit is waived by the National Committee. If disputes cannot be resolved by the National Committee, only those matters governing the treatment of JSP-eligible employees will be subject to the Grievance Procedure. Such grievances will be filed at the Second Stage of the Grievance Procedure. All other unresolved complaints will be settled expeditiously between the parties at the national level. Disputes arising from layoffs may be submitted within thirty (30) days of the monthly LJSOESC meeting, in writing, to the Vice President and Director of the UAW, National Ford Department and the Director, Labor Affairs, Ford Motor Company. If unresolved, the dispute must be appealed to the umpire in accordance with Article VII, Section 9 of the Agreement within thirty (30) days of receipt of the appeal. The umpire's decision shall be final and binding on the parties and the umpire shall have the authority to enforce such decision.

10. Jointly coordinate appropriate local training activities, working closely with the joint local Education, Development and Training Program Committee and the UAW-Ford **Labor Management Committee (LMC) Joint Trust** ~~National Education, Development and Training Center~~ to ensure that quality, cost-efficient training is provided and appropriate funds are secured from both within Ford and from external sources.

11. Jointly develop and initiate proposals to improve operational effectiveness to secure existing jobs and to attract customers and additional business, thus providing additional job opportunities. When required, secure necessary approvals from the bargaining Unit membership and the national parties.

12. Make recommendations to the National Committee, as appropriate, regarding any aspect of the

Program. This may include any aspect of the contractual relationship between the Company and the Union that is relevant to the duties of the Local Committee.

13. Efforts of the local parties to improve operational effectiveness will be encouraged and supported by the national parties including, as may be appropriate, approval of requests to waive, modify, or change the Collective Bargaining Agreement.

D. A National Job Security, Operational Effectiveness, and Sourcing Committee will be established at the Company-International Union level consisting of representatives selected by the Vice President, Labor Affairs, Ford Motor Company and representatives selected by the Vice President and Director of the UAW, National Ford Department. Funding for the activities of the National JSOES Committee will be provided **by the UAW-Ford LMC Joint Trust** ~~from the Education, Development and Training Program~~ fund upon approval by the Joint Governing Body ~~— UAW-Ford National Education, Development and Training Center~~.

E. The National Committee will be responsible to the Vice President, Labor Affairs, Ford Motor Company and the Vice President and Director of the UAW, National Ford Department, and will meet periodically as required to:

1. Monitor the efforts of the Local Committees.

2. Maintain liaison with the Joint Governing Body - UAW-Ford **Voluntary Employee Beneficiary Association (VEBA) Joint Trust and the UAW-Ford Labor Management Committee (LMC) Joint Trust** ~~National Education, Development and Training Center~~ to coordinate ~~(a)~~ assessment and training programs, and ~~(b)~~ funding ~~through Local Training Funds and, (c) if appropriate, the Education, Development and Training Program~~.

3. Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.

4. Coordinate, where applicable, the execution of Special Programs described above and in the Attachment, as well as the movement of JSP-eligible employees within or between zone areas. For example, where a permanent loss of jobs has occurred or is scheduled for a location, the parties may discuss transfer of employees to

other locations; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality or operating efficiency.

5. Act on requests from Local Committees to waive, modify, or change the Collective Bargaining Agreement provisions when such action would result in the preservation of or increase in job opportunities. Approval of such requests will be countersigned by the Vice President and Director of the UAW, National Ford Department, and the Vice President, Labor Affairs, Ford Motor Company, regarding the operation of the Program.

6. Make periodic reports to the Vice President and Director of the UAW, National Ford Department, and the Vice President, Labor Affairs, Ford Motor Company, regarding the operation of the Program.

F. The National Committee is specifically empowered to review periodically and evaluate the operation of this Memorandum of Understanding and mutually make satisfactory adjustments to its provisions during the term of this Memorandum.

IV. EFFECTIVE DATE - TERMINATION DATE

The Company and International Union agree that:

A. Unless indicated otherwise, the Effective Date of this Memorandum means the Effective Date of the ~~2019~~**2023** Collective Bargaining Agreement.

B. This Memorandum of Understanding shall expire with the expiration of the ~~2019~~**2023** Collective Bargaining Agreement.

APPENDIX M
ATTACHMENT A

The National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC) may recommend the following Special Programs for designated eligible JSP-eligible employees or may approve requests from Local Job Security, Operational Effectiveness, and Sourcing Committees for implementation of such programs. Details of any Special Programs offerings will be jointly agreed upon and presented to all eligible JSP-eligible employees.

The Special Programs offerings may include the following options:

- Special Retirement Incentive (SRI)
- Special Termination of Employment Program (STEP)
- **Pre-Retirement Leave Program (PRLP)**
- Mandatory Decision Making

In addition to the Special Programs options above, eligible JSP-eligible employees may be offered job placement opportunities, if available (with relocation benefits as applicable).

The National Parties may expand or limit these Special Programs options and job opportunity offerings, based on mutual agreement.

The NJSOESC is empowered to offer STEP, ~~and~~ SRI, **and PRLP** at Ford Motor Company locations where UAW represented JSP-eligible Ford surplus employees exist. The decision of the NJSOESC to offer STEP, ~~and~~ SRI, **and PRLP** may be based upon either (a) a written joint request from the Company and UAW leadership at the location, submitted to the NJSOESC, or (b) a determination by the NJSOESC that the STEP and SRI offerings are warranted at the location.

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APPENDIX M

ATTACHMENT B

In addition to the provisions outlined in Article VIII of Volume I, this Attachment B identifies Job Security provisions created or clarified during the course of the 2023 UAW-Ford National Negotiations. These provisions are the result of discussions concerning the unpredictable impact of the EV transition on the automotive industry, unforeseen economic events/crisis and the mutual goal of protecting working families in times of uncertainty.

- JSP-eligible employees laid off due to re-tooling, model changeover, and other events of temporary nature will be considered on Temporary Layoff and will be eligible for SUB Regular Benefit payments. Duration of SUB Regular Benefits will be determined by Article III of the Supplemental Unemployment Benefit Agreement and Plan.

- JSP-eligible employees laid off due to reductions in force and/or events not of a temporary nature will be placed on Indefinite Layoff and will be eligible for SUB Regular Benefit payments listed in Article III of the Supplemental Unemployment Benefit Agreement and Plan at the time of layoff. Hospital-Surgical-Medical Drug-Dental-Vision coverage during layoff will be determined by Section 4c of the H-S-M-D-D-V Program.

APPENDIX N

MEMORANDUM OF UNDERSTANDING
PREFERENTIAL PLACEMENT ARRANGEMENTS

This memorandum explains arrangements under which employees laid off on or after October 22, 1979 as a result of a permanent discontinuance of operations or other reduction in force where the Company and the Union agree there is no reasonable likelihood of recall will be eligible for preferential placement opportunities. Otherwise eligible skilled tradespersons laid off from their trade, but employed by the Company on production work, may apply for preferential placement opportunities in their trade.

NON-SKILLED PREFERENTIAL
PLACEMENT HIERARCHY

Step 1 After being placed on the preferential placement list(s) in accordance with procedures established by the Company, those employees retaining seniority recall rights shall be given preference for placement on available work, or if none is available, the opportunity to displace probationary employees, on jobs for which they are qualified or could qualify within a reasonable period of time in other plants covered by the Agreement in the same zone, as defined by the parties, or in plants covered by the Agreement in different zones as might be specified by mutual agreement between the Company's Labor Affairs Office and the UAW's National Ford Department. An in-zone area is comprised of all plants listed under a specified zone number as described in Appendix N, Attachment A. Attachment A includes zone definitions for all Company locations. It is understood that these zone definitions may be modified by mutual agreement between the Company's Labor Affairs Office and the UAW's National Ford Department.

~~a)~~ When a non-skilled manpower need is identified at a facility, a combined list of employees with rights to that facility will be developed and include:

- **Employees with Return to Basic Unit (RTBU) rights to the hiring facility**
- Employees on Indefinite Layoff
- Employees on no-pay/no-benefits status
- Legacy employees (hired or rehired prior to November 19, 2007) who bumped In-Progression employees in-zone as a result of a workforce reduction during the life of the 2011 and 2015 Collective Bargaining Agreements

- A seniority employee who is affected by a reduction in force and requests to displace a temporary employee within the same zone

Employees on the list will be canvassed for placement in seniority order. Less any volunteers, the low seniority employee remaining on the list will be recalled.

Those Legacy employees who bumped the lowest seniority In-Progression employee(s) in-zone as a result of a workforce reduction during the 2011 and 2015 Collective Bargaining Agreements, may decline to return to their previous location, terminate their seniority recall rights to all other Ford locations for the purposes of RTBU and Article VIII Section 1(b) rights. In this case, the employee's current location will now become their new basic unit.

~~b) If openings still exist, employees who have Return to Basic Unit (RTBU) rights to the hiring facility will be advised of available opportunities via RTBU canvass for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the impacted locations will begin the canvass opportunities for the eligible employees.~~

Step 2 If openings still exist, in-zone employees who are on Indefinite Layoff and/or defined as surplus will be advised of available in-zone posting opportunities for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the in-zone location(s) will post a notice:

- Employees on Indefinite Layoff
- Employees defined as surplus
- Employees on active rolls and are currently working at a facility with employees on Indefinite Layoff or defined as surplus
- Closed Plant Return to Area

All active volunteer transfers will be limited to the number of non-skilled employees on Indefinite Layoff or defined as surplus at that location.

If the in-zone opportunities have not been filled, the openings will be filled through the mandatory transfer of in-zone employees on Indefinite Layoff or those defined as surplus.

Mandatory placement of these employees will be from lowest-to-highest seniority order:

- Non-Skilled employees on Indefinite Layoff
- Non-Skilled employees on temporary loans
- Those defined as surplus

Step 3 If openings still exist, out-of-zone employees who are on Indefinite Layoff and/or defined as surplus, and "active" employees at out-of-zone facilities with employees on indefinite layoff will be advised of available out-of-zone posting opportunities for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the out-of-zone location(s) will post a notice for volunteers. Eligible volunteers are employees on Indefinite Layoff, those defined as surplus, and employees who are on active rolls and are currently working at the eligible facility. Volunteers will be limited to the number of non-skilled employees on Indefinite Layoff or defined as surplus at that location.

Step 4 If openings still exist, active and surplus skilled trade persons with or without production service may volunteer for the available opportunities. Volunteers will be limited to the number of surplus in the identified trade(s) at that location.

Step 5 If openings still exist, employees will be extended a job offer according to the provisions outlined below:

The intent of this provision is to ensure ~~that~~ the mandatory decision regarding out-of-zone transfers is presented to the lowest-seniority JSP-eligible employee - active or on Indefinite Layoff - in a zone with surplus.

a) In a zone with multiple locations in which one or more of the locations has employees defined as surplus or on Indefinite Layoff and the lowest seniority employees in the zone are not assigned to those affected location(s), active employees at the location(s) with the lowest seniority employees in-zone will be advised of available out-of-zone posting opportunities for voluntary transfer. Voluntary transfers will be limited to the number of hiring needs at the out-of-zone location(s), not to exceed the number of surplus employees in the zone.

b) Absent sufficient volunteers from step 5(a) above, out-of-zone offers are to be extended by lowest to highest seniority in zones with surplus until the openings are filled or the surplus is exhausted.

APPENDIX N MEMORANDUM OF UNDERSTANDING
PREFERENTIAL PLACEMENT ARRANGEMENTS

~~To simplify administration of this provision, out of zone offers are to be extended by lowest to highest seniority in zones with surplus until the openings are filled or the surplus is exhausted.~~ In-zone backfills resulting from this process are to be filled by:

1) **Canvassing surplus in-zone employees from high to low seniority.**

2) **If openings remain, the openings will be filled by** placing the lowest seniority surplus in-zone employees in openings. If there are multiple openings in zone, the surplus employees will be canvassed for their preference in placement opportunities.

If an employee is extended any job offer at an out-of-zone facility, the employee must elect one of the following options:

1) Accept the job offer and report to work at the out-of-zone facility

2) Decline the job offer and be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities for a period of time not to extend beyond the employee's seniority or ~~18~~ **24** months, whichever is greater)

3) Decline the job offer and bump the lowest service temporary employee in the zone as long as there are still temporary employees working in the zone, if all temporary assignments in zone are exhausted employee will be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities for a period of time not to extend beyond the employee's seniority or ~~18~~ **24** months, whichever is greater)

- If an employee fails to respond to notification of a job offer at an out-of-zone facility or fails to elect one of the three options above, the employee will be terminated, the employee's seniority will be broken, and the employee's recall rights shall cease.

- To the extent practicable, employees on Indefinite Layoff shall be provided early indications of potential job openings, in order to provide reasonable

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time for their consideration of such potential job opportunities.

~~Step 6 If openings still exist, the Company may place, at its option, surplus skilled trade persons into production jobs at facilities where production openings exist. Placement of surplus skilled trade persons into production jobs under these circumstances shall be accomplished in lowest to highest Company seniority order. Skilled trade persons may be placed into production jobs regardless of whether or not they have previously held production jobs within the Company. A skilled trade person placed into a production job shall be paid at the applicable wage rate for the production classification. Skilled trade persons thus placed in production jobs shall retain their applicable rights to return to skilled trade jobs for which they are qualified (by previously held skilled classifications and/or UAW-Ford sponsored reskilling efforts).~~

Step ~~7~~6 An applicant availability list shall continue to be maintained monthly for each plant. A plant after exhausting its recall list (or in the case of a multi-plant location, a common recall list if one exists) shall fill its hiring requirements as determined by the National Job Security, Operational Effectiveness and Sourcing Committee.

NON-SKILLED PREFERENTIAL PLACEMENT HIERARCHY ADMINISTRATION:

1. It is recognized that the Company has to maintain ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the Company shall endeavor to place applicants in seniority order, consistent with their prior job experience. It is understood that placement on the basis of seniority will not be feasible in every instance. However, where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the Local Union and disputes shall be subject to immediate appeal to the Company's Labor Affairs Office and the UAW's National Ford Department for resolution. In those instances where preferential placement applicants are not offered employment opportunities, in line with their seniority, based on an evaluation of their employment records, the parties have agreed to a process which provides for a joint review of such cases, by representatives of the Company's Labor Affairs Office and the UAW's National Ford Department, to determine

the appropriate remedial action. This process is intended to provide a fair evaluation to employees, while concurrently recognizing the parties' joint commitment to quality and efficiency of operations. It is further understood that when preferential placement applicants are available for placement, the Company will not hire new employees for either temporary or permanent positions, without the approval of the UAW's National Ford Department.

2. If a job posting becomes necessary to fill openings in accordance with the Preferential Placement Hierarchy, the available openings will be posted within the appropriate facilities for a minimum of three (3) working days, depending on the shift/crew patterns of those classifications eligible for the postings. A longer posting window may be warranted due to such variables as schedules/patterns. The open window for these postings will be determined by the NJSOESC and will be communicated to the Local Hourly Personnel Offices by the Company's Labor Affairs Department.

3. If employees, who are selected for preferential placement opportunities outside of their zone, are given a re-employment physical examination, such examination shall be given at the plant in which they have basic Unit seniority or if such plant is closed, at another designated plant within the same zone. In cases where this procedure is impractical because of unusual circumstances, alternative procedures may be established to cover such cases by mutual agreement between the Company's Labor Affairs Office and the UAW's National Ford Department.

4. Employees placed in a new plant shall have seniority in that plant in accordance with Article VIII, Section 1(c) of the Agreement. In the event of a subsequent layoff, such employees shall be covered by the terms of Article VIII, Section 1(b) of the Agreement.

5. Employees that voluntarily apply for available in-zone or out-of-zone opportunities will be considered in seniority order.

6. Ford Service Date will be used to determine placement for employees in production classifications. In the case of a tie, the employee whose last four digits of their social security number is the greatest will be determined to have the greater seniority.

7. Transfer timing for employees who are selected for preferential placement opportunies will be determined mutually by the sending and receiving locations. In the event there are concerns related to transfer timing or delays in releasing employess to PS&L and other locations which cannot be resolved between the sending and receiving locations, either party may

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refer the concerns to the UAW National Ford Department and U.S. Union Affairs for resolution.

8. Seniority employees who are laid off or who are to be laid off may request to displace temporary employees within the same zone.

9. A skilled trade person placed into a production job shall continue to be paid their respective skilled trade wage rate for six months after placement. However, if the skilled trade person refuses a job offer in their trade while either in surplus status prior to being placed in production or after working in production, they will immediately assume the rate of the production job on which they have been placed. Skilled trade persons thus placed in production jobs shall retain their applicable rights to return to skilled trade jobs for which they are qualified (by previously held skilled classifications and/or UAW-Ford sponsored reskilling efforts).

SKILLED PREFERENTIAL PLACEMENT HIERARCHY

Step 1 When a skilled manpower need is identified at a facility;

~~a)~~ A combined list of employees with rights to that facility will be developed and include:

- Employees with Return to Basic Unit (RTBU) rights to the hiring facility
- Employees in the requested trade on Indefinite Layoff
- Employees in the requested trade on temporary assignment
- Employees in the requested trade working in production
- Employees in the requested trade on no-pay/no-benefits status

Employees on this list will be considered in seniority order (Date of Entry), and then will be canvassed for placement in seniority order (Date of Entry).

~~b) If openings still exist, employees who have Return to Basic Unit (RTBU) rights to the hiring facility in the requested trade will be advised of available opportunities via RTBU canvass for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the impacted~~

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~~locations will begin the canvass opportunities for the eligible employees.~~

Step 2 If openings still exist, skilled trade persons with recall rights to the requested trade working in production at the hiring facility with recall rights to another facility, will be recalled in Date of Entry order until the need is filled.

Step 3 If openings still exist, in-zone employees who are on Indefinite Layoff and/or defined as surplus will be advised of available in-zone posting opportunities for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the in-zone location(s) will post a notice for volunteers. Eligible volunteers are:

- Employees in the requested trade on Indefinite Layoff
- Employees in the requested trade defined as surplus
- Employees on active rolls in the requested trade and are currently working at a facility with employees on Indefinite Layoff or defined as surplus
- Closed Plant Return to Area

All active volunteer transfers will be limited to the number of skilled employees in the requested trade on Indefinite Layoff or defined as surplus at that location.

If the in-zone opportunities have not been filled, the openings will be filled through the mandatory transfer of in-zone employees on Indefinite Layoff or those defined as surplus.

Mandatory placement of these employees will be accomplished according to lowest-to-highest seniority order (Date of Entry):

- Skilled Trade employees on Indefinite Layoff
- Skilled Trade employees on temporary loans
- Skilled Trade employees working in production

Step 4 If openings still exist, out-of-zone employees in the requested trade who are on Indefinite Layoff and/or defined as surplus, and "active" employees in the requested trade at out-of-zone facilities with employees on indefinite layoff will be advised of available out-of-zone posting opportunities for voluntary transfer. Once authorized by the Company's Labor Affairs Office, Local Hourly Personnel Offices at the out-of-zone location(s) will post a notice for volunteers. Eligible volunteers are employees on Indefinite Layoff, those defined as

surplus, and employees who are on active rolls and are currently working in the requested trade at the eligible facility. Volunteers will be limited to the number of skilled employees in the requested trade on Indefinite Layoff or defined as surplus at that location.

Step 5 If openings still exist, employees in the requested trade will be extended a job offer according to the provisions outlined below:

The intent of this provision is to ensure that the mandatory decision regarding out-of-zone transfers is presented to the lowest-seniority JSP-eligible employee in the requested trade -- active or on Indefinite Layoff - in a zone with surplus.

a) **In a zone with multiple locations in which one or more of the locations has employees in the requested skilled trade defined as surplus or on Indefinite Layoff and the lowest seniority employees in the zone are not assigned to those affected location(s), active employees in the requested skilled trade at the location(s) with the lowest seniority employees in-zone will be advised of available out-of-zone posting opportunities for voluntary transfer. Voluntary transfers will be limited to the number of hiring needs at the out-of-zone location(s), not to exceed the number of surplus employees in the zone.**

b) **Absent sufficient volunteers from step 5(a) above, out-of-zone offers are to be extended by lowest to highest seniority in zones with surplus until the openings are filled or the surplus is exhausted.**

~~To simplify administration of this provision, out-of-zone offers are to be extended by lowest to highest seniority in zones with surplus until the openings are filled or the surplus is exhausted.~~ In-zone backfills resulting from this process are to be filled by:

1) **Canvassing surplus in-zone employees in the requested skilled trade from high to low seniority.**

2) **If openings remain, the openings will be filled by** placing the lowest seniority surplus in-zone employees in openings. If there are multiple openings in zone, the surplus employees will be canvassed for their preference in placement opportunities.

- If an employee in the requested trade, with the exception of skilled trades working in production, is

extended any job offer at an out-of-zone facility, the employee must elect one of the following options:

1) Accept the job offer and report to work at the out-of-zone facility
2) Decline the job offer; active Skilled Trade employees who decline the job offer may elect to transfer to a production (non-skilled) classification and maintain their Date of Entry with recall rights to their skilled classification; active, declared surplus, or laid off Skilled Trade employees who decline the job offer will be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities for a period of time not to extend beyond the employee's seniority or ~~10~~ 24 months, whichever is greater)

- If an employee fails to respond to notification of a job offer at an out-of-zone facility or fails to elect one of the two options above, the employee will be terminated, the employee's seniority will be broken, and the employee's recall rights shall cease.
- To the extent practicable, employees on Indefinite Layoff shall be provided early indications of potential job openings, in order to provide reasonable time for their consideration of such potential job opportunities.

Step 6 If openings still exist, the Company will discuss with the UAW the feasibility of reskilling surplus trades or utilizing apprentices. If it is not feasible, the Company will proceed with direct hiring.

Step 7 An applicant availability list shall continue to be maintained monthly for each plant. A plant after exhausting its recall list (or in the case of a multi-plant location, a common recall list if one exists) shall fill its hiring requirements as determined by the National Job Security, Operational Effectiveness and Sourcing Committee.

SKILLED PREFERENTIAL PLACEMENT HIERARCHY ADMINISTRATION:

1. It is recognized that the Company has to maintain ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the Company shall endeavor to place applicants in seniority order, consistent with their prior job experience. It is understood

that placement on the basis of seniority will not be feasible in every instance. However, where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the Local Union and disputes shall be subject to immediate appeal to the Company's Labor Affairs Office and the UAW's National Ford Department for resolution. In those instances where preferential placement applicants are not offered employment opportunities, in line with their seniority, based on an evaluation of their employment records, the parties have agreed to a process which provides for a joint review of such cases, by representatives of the Company's Labor Affairs Office and the UAW's National Ford Department, to determine the appropriate remedial action. This process is intended to provide a fair evaluation to employees, while concurrently recognizing the parties' joint commitment to quality and efficiency of operations. It is further understood that when preferential placement applicants are available for placement, the Company will not hire new employees for either temporary or permanent positions, without the approval of the UAW's National Ford Department.

2. If a job posting becomes necessary to fill openings in accordance with the Preferential Placement Hierarchy, the available openings will be posted within the appropriate facilities for a minimum of three (3) working days, depending on the shift/crew patterns of those classifications eligible for the postings. A longer posting window may be warranted due to such variables as schedules/patterns. The open window for these postings will be determined by the NJSOESC and will be communicated to the Local Hourly Personnel Offices by the Company's Labor Affairs Department.

3. If employees, who are selected for preferential placement opportunities outside of their zone, are given a re-employment physical examination, such examination shall be given at the plant in which they have basic Unit seniority or if such plant is closed, at another designated plant within the same zone. In cases where this procedure is impractical because of unusual circumstances, alternative procedures may be established to cover such cases by mutual agreement between the Company's Labor Affairs Office and the UAW's National Ford Department.

4. Employees placed in a new plant shall have seniority in that plant in accordance with Article VIII, Section 1(c) of the Agreement. In the event of a subsequent layoff, such employees shall be covered by the terms of Article VIII, Section 1(b) of the Agreement.

5. Transfer timing for employees who are selected for preferential placement opportunies will be determined mutually

by the sending and receiving locations. In the event there are concerns related to transfer timing or delays in releasing employess to PS&L and other locations which cannot be resolved between the sending and receiving locations, either party may refer the concerns to the UAW National Ford Department and U.S. Union Affairs for resolution.

6. In instances where it is determined that these arrangements are subject to being utilized for purposes beyond the intent of the parties, modifications may be made by mutual agreement between the Company's Labor Affairs Office and the UAW's National Ford Department.

The preferential placement arrangements covered by this appendix have potentially complex administrative implications. The Company at times may not be able to fully conform with these provisions, and accordingly, shall not be liable for back pay on any claims arising from their administration with the remedy for any violation limited to future placement opportunities for aggrieved employees. It is understood that if the aggrieved employee is adjudged by the Committee to have a valid claim for in-zone consideration, he/she will be offered an available opening within two weeks of such decision; if no such opening develops, he/she will be offered the opportunity to bump a junior employee in-zone, as determined by the Committee.

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APPENDIX N ATTACHMENT C

ATTACHMENT C

PLACEMENT HIERARCHY

Non-Skilled Preferential Placement Hierarchy

ADMINISTERED BY THE HIRING LOCATION:

STEP 1 ~~a)~~ IN-PLANT RECALL LIST

- **Employees with Return to Basic Unit (RTBU) rights to the hiring facility**
- ~~A combined seniority list to include employees who are on indefinite layoff (ILO), and are on no pay/no benefits status and have rights to the hiring facility shall be canvassed for placement~~
- **Employees on Indefinite Layoff**
- **Employees on no-pay/no-benefits status**
- Legacy employees (hired or rehired prior to November 19, 2007) who bumped In-Progression employees in-zone as a result of a workforce reduction during the life of the 2011 and 2015 Collective Bargaining Agreements
- A seniority employee who is affected by a reduction in force and who request to displace a temporary employee within the same zone

~~b) RETURN TO BASIC UNIT RIGHTS ELIGIBLE EMPLOYEES~~

- ~~Eligible employees with Return to Basic Unit Rights~~

ADMINISTERED BY EMPLOYMENT SECURITY PROGRAMS, LABOR AFFAIRS OFFICE:

STEP 2 COMBINED IN-ZONE PREFERENTIAL PLACEMENT LIST
– In-Zone Posting Process offered voluntarily;

- Employees on Indefinite Layoff
- Active Employees at locations with employees on Indefinite Layoff
- Employees defined as surplus
- Closed Plant Return To Area

STEP 3 COMBINED OUT-OF-ZONE PREFERENTIAL PLACEMENT LIST
– Out-of-Zone Posting Process

- Employees on Indefinite Layoff
- Employees defined as surplus
- Active Employees at locations with employees on Indefinite Layoff or defined as surplus

APPENDIX N ATTACHMENT C

STEP 4 SKILLED TRADES VOLUNTEERS FOR NON-SKILLED (PRODUCTION) OPENINGS

STEP 5 FORMAL JOB OFFERS TO OUT-OF-ZONE EMPLOYEES

a) Voluntary job offers to employees in a zone with surplus assigned to location(s) within the zone having no surplus and the lowest seniority employees in zone. Voluntary transfers will be limited to the number of hiring needs at the out-of-zone location(s), not to exceed the number of surplus employees in the zone.

b) Mandatory job offers to lowest seniority employees in a zone with surplus

~~• Mandatory job offers to lowest seniority employees in a zone with surplus~~

~~STEP 6 IN-ZONE SKILLED TRADES EMPLOYEES~~

STEP ~~7~~6 REHIRE-NEW HIRE

- Rehires are considered before hiring new employees

Skilled Preferential Placement Hierarchy

ADMINISTERED BY THE HIRING LOCATION:

STEP 1 ~~a)~~ IN-PLANT RECALL LIST IN THE REQUESTED TRADE

- Employees with Return to Basic Unit (RTBU) rights to the hiring facility
- Employees on Indefinite Layoff
- Employees on temporary assignment
- Employees working in production
- Employees on no-pay/no-benefits status
- ~~A combined seniority list to include employees in the requested trade who are on indefinite layoff (ILO), temporary assignment, working in production, or are on no pay/no benefits status and have rights to the hiring facility shall be canvassed for placement~~

~~b) RETURN TO BASIC UNIT RIGHTS ELIGIBLE EMPLOYEES~~

- ~~Eligible employees with Return to Basic Unit Rights~~

ADMINISTERED BY EMPLOYMENT SECURITY PROGRAMS, LABOR AFFAIRS OFFICE:

STEP 2 SKILLED WORKING IN PRODUCTION

- Skilled trade persons with recall rights to the requested trade working in production at the hiring facility with recall rights to another facility will be recalled in Date of Entry order until the need is filled

STEP 3 COMBINED IN-ZONE PREFERENTIAL PLACEMENT LIST
– In-Zone Posting Process offered voluntarily;
- Employees in the requested trade on Indefinite Layoff
- Employees in the requested trade defined as surplus
- Active Employees in the requested trade at locations with employees on Indefinite Layoff or defined as surplus
- Closed Plant Return To Area

STEP 4 COMBINED OUT-OF-ZONE PREFERENTIAL PLACEMENT LIST
– Out-of-Zone Posting Process
- Employees in the requested trade on Indefinite Layoff
- Employees in the requested trade defined as surplus
- Active Employees in the requested trade at locations with employees on Indefinite Layoff or defined as surplus

STEP 5 FORMAL JOB OFFERS TO OUT-OF-ZONE EMPLOYEES
a) Voluntary job offers to employees in a zone with surplus assigned to location(s) within the zone having no surplus and the lowest seniority employees in zone. Voluntary transfers will be limited to the number of hiring needs at the out-of-zone location(s), not to exceed the number of surplus employees in the zone.
b) Mandatory job offers to lowest seniority employees in a zone with surplus

~~- Mandatory job offers to lowest seniority employees in the requested trade in a zone with surplus~~

STEP 6 CONSIDER RESKILLING SURPLUS TRADES OR UTILIZING APPRENTICES

STEP 7 REHIRE-NEW HIRE

APPENDIX P

~~UAW-FORD~~ MEMORANDUM OF UNDERSTANDING
ADVANCED MANUFACTURING/PRODUCT INTELLIGENCE AND SOURCING

SECTION I

ADVANCED MANUFACTURING / PRODUCT INTELLIGENCE

The Company and the Union have long recognized the mutual benefits of collaboration and the strategic involvement of both parties concerning the use of new technologies in manufacturing Ford vehicles and the adoption of future parts and products. We remain committed to joint endeavors that focus on the implementation of new technology and future strategies to maintain the competitiveness of the Company's manufacturing facilities and address the impact of technological advances on employees.

The parties recognize that continued technological progress is essential to the Company's growth and its ability to compete effectively in the global marketplace, and thereby to employees' economic wellbeing. The parties believe that the early involvement in joint conversations and analysis related to "the future of work" and emerging technologies (for example, electrification, autonomous vehicles, alternative propulsion vehicles, industry 4.0, product development and transformation, new business opportunities, and virtual manufacturing) maximizes the economic benefits of new technologies to the Company and UAW represented employees. The resulting advances in manufacturing processes and outputs will make the Company a stronger, more effective, more productive, and more profitable organization and lead to greater job security for employees.

The UAW-Ford National Advanced Manufacturing Committee will be composed of equal numbers of Company and UAW representatives. The UAW member(s) will be identified by the Vice President and Director, UAW National Ford Department. The Committee will seek to facilitate communication between the Company and UAW leadership about the development of new technologies that may affect the Company's manufacturing processes. Additionally, the committee will:

- Share information for the Company and the Union to discuss and proactively address the challenges and opportunities technological changes will present for employees
- Provide support and analysis regarding the impact of decisions on new technologies

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APPENDIX P ~~UAW-FORD~~ MEMORANDUM OF UNDERSTANDING
ADVANCED MANUFACTURING/PRODUCT INTELLIGENCE AND SOURCING

- Make recommendations to support and ensure the Company's competitive position and add value to the product creation process
- Understand the impact that advances in manufacturing have on employees

To facilitate that information sharing, the Committee members will meet quarterly to discuss current Advanced Manufacturing topics and will also attend the following meetings:

a. Early UAW Involvement/Meetings
To provide the Union involvement at the earliest stages of the decision-making process, the UAW Advanced Manufacturing/Product Intelligence Representative will meet with the team at the Pre-Program Start (PPS) Milestone of New Major Vehicle Programs or Major Redesigned Vehicles to understand new technologies and the impact to advanced manufacturing. In addition, the UAW Advanced Manufacturing/Product Intelligence Representative will meet with the team of New Major Powertrain Programs or Major Redesigned Powertrains to have access to the Powertrain decision-making process and be informed of new technologies or impacts to advanced manufacturing.[1] Additional reviews around PSC and TSC Milestones will be added to discuss new technologies and impact on manufacturing techniques and/or plant layouts. Further, the UAW Advanced Manufacturing / Product Intelligence Representative will participate in manufacturing-led teardown reviews (Caresoft Global or equivalent).

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b. Product Development Meetings
It is recognized that early involvement by the UAW will greatly enhance the chances for mutual success in new manufacturing technologies and will not jeopardize the product development objectives of quality, speed to market, product innovation, and lower total cost.

The Company's continuing objective is to further compress product development time frames and improve speed to market. The timing for achieving product development milestone events will fluctuate depending on the risk inherent in each product program. Therefore, the timing of future notifications as related to Advanced Manufacturing will vary uniquely with each program on a case-by-case basis. Specific product development target dates will be disclosed at

[1] Language moved and modified from 5c and 5e

the Program Start Milestone Meeting. The reality of variable program timing and ongoing system change dictates frequent and structured communication for effective sourcing discussion and notification.

The product development cycle for New Major Vehicle Programs or Major Redesigned Vehicles will generally range from approximately 50 months before Job 1 for Program Start, to approximately 36 months before Job 1 for Program Overviews, to approximately 18 months before Job 1 for Program Approval. In the case of niche vehicles, it is understood that the product development cycle time could be condensed. [2] 2

c. Cycle Plan Reviews
Separate meetings will be scheduled to include twice per year reviews (by July 1st and January 1st) of the 5-year global cycle plans as they relate to U.S. plans for assembly, stamping and powertrain. A confidential summary of these plans which identify new or redesigned vehicles, subsystems or component parts will be provided to the Vice President and Director of the UAW National Ford Department or their designee.[3] 3

d. Quarterly Reviews
To promote information sharing, the UAW Advanced Manufacturing/Product Intelligence Representative will have reviews with the Director of Advanced Manufacturing Engineering; the Director of Manufacturing, Battery and Electric Vehicles; and the Director of Manufacturing Engineering, Powertrain, on key topics and meetings to attend, as well as, a designated liaison to Ford-owned battery technology research and development.

e. Other Meetings
Upon the request of the Union and submission of a related agenda provided by the Union, the Company will schedule subsequent meetings with Program Management, the Manufacturing Strategy and Advanced Planning, Purchasing, Engineering and/or Operations Managers or their designated representatives to discuss issues of concern to the Union.

The UAW Advanced Manufacturing/Product Intelligence Representative will be a member of the National Committee on Technological Progress and may invite

[2] Language moved from 5f
[3] Language copied from 5b
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other UAW National Ford Department Advanced Manufacturing department members as necessary.

Further follow-up meetings will be scheduled as required at the request of either party.[4]

For the convenience of the members and efficiency of time management, if similar agenda items are being discussed with the National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC), the UAW Advanced Manufacturing/Product Intelligence Representative may attend those meetings instead of scheduling separate meetings.

The Company will work with UAW representatives to ensure adherence to agreed-upon access and participation and will work to resolve any issues in a timely manner. Access issues may be escalated to the Executive Director, Labor Affairs, and Vice President and Director, UAW National Ford Department, as needed.

SECTION II

SOURCING

The Company will work with and assist the Union at both the Local and International levels to preserve jobs, replace jobs which may be lost by outsourcing action, and to create jobs for Protected employees in the Job Security Program (JSP) and laid off employees. It is an objective of the Union and the Company to grow the business and to continue to rely upon its employees and facilities as the source of its products. In order to achieve such an objective, however, it is imperative that the parties mutually embrace and continually enhance the precepts long established by other joint forums, such as Continuous Improvement and Quality. Only through the exhaustive efforts of both parties will the Union and the Company be able to establish and sustain the highest levels of efficiency, productivity, and quality that are necessary to remain truly competitive in the automotive marketplace and provide the level of job security that both parties desire. The Company further agrees to address its sourcing in accordance with the guidelines herein.

The rationale for sourcing actions will consider the criteria of quality, technology, cost, timing, statutory requirements, occupational and related environmental health and safety issues, the impact on long-term job stability, the degree to which the Company's resources can be allocated to further capital expenditures, the overall financial stability of affected facilities, and the impact on related UAW-Ford facilities. Other

[4] Language moved from 5g

factors considered by the Company before a final sourcing decision is made will include the effect on employment, job and income security costs, on both a short and long-term basis, and Company assets and their utilization (see Volume IV, Sourcing - Standardized Financial Form). The National parties will jointly further develop the above criteria to be used to address sourcing issues. In developing financial criteria appropriate Corporate return on investment and burden will be considered. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability.

In addition, the following specific commitments have been made to address sourcing-related job security concerns of UAW members:

1. Administration of Appendix P**, Section II Sourcing**
   a. National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC)
   The parties have agreed to create a National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC), comprised of Company and Union representatives including the Vice President and Director of the National Ford Department and a senior member of Labor Affairs.

   The NJSOESC will meet monthly as required to:

   - ~~Maintain liaison with the Joint Governing Body-UAW-Ford National Education, Development, and Training Center to coordinate training on an annual basis. Work collaboratively to develop and implement such training. Expenses will be paid by Joint Funds.~~
   - ~~Make modifications to the Sourcing website.~~
   - Maintain and update the Sourcing Process Flow Charts.
   - Monitor sourcing at the national level and address sourcing concerns and their impact on the workforce.
   - Review appropriate data including financial information that is pertinent to evaluate product competitiveness and contemplated sourcing, which the Company will provide in a timely manner to the International Union and, where appropriate, the Local Union.
   - **Review any open business cases.**
   - Provide a Company review of the Sourcing Council meeting results, including the number of potential jobs affected. Additionally, data regarding work brought in-house and work outsourced will be discussed. The Company will

provide this data in writing to the International Union through the UAW, National Ford Department ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing ~~Assistant Director~~ **Representative** and to the impacted local parties reflecting their individual plant status. In this manner, the parties can judge the success of mutual efforts toward improved job security.

- Monitor the efforts of the Local Committees. The appropriate member(s) of the NJSOESC will oversee and assist the Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC) in implementing the parties' objectives. If the parties cannot resolve a sourcing issue, the Local Union may file a grievance at the second step of the regular Grievance Procedure.

b. Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC)
The parties have agreed that a Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC), will consist of equal members of Company and Union representatives including, for the Company, the Plant Manager/Parts Distribution Center Manager, Controller/Office Operations Manager, Human Resources Manager or Labor Relations Supervisor, and other management representatives as designated by the Plant Manager/Parts Distribution Center Manager; and, for the Union, the Plant Chairperson, the Local Union President, if he/she so elects, Bargaining Committeepersons, the local UAW Job Security Representative, and other local Union representatives as designated by the Plant Chairperson. A regular meeting will be scheduled and both parties may agree to withdraw the meeting if there are no topics for discussion. With respect to sourcing, the LJSOESC will monitor sourcing at the local level, including review of all market test and outsourcing notices, and address sourcing concerns and their impact on the workforce utilizing the Sourcing Process Flow Charts provided by the NJSOESC.

2. Insourcing
The NJSOESC and, where appropriate the LJSOESC, will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Union identifies as that which might be performed competitively within the location based on the criteria outlined above.

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To assist in this process, the Company will provide, on an annual basis, an electronic file of current information related to the vehicle sourcing patterns for the assembly and components of vehicles manufactured and sold in North America, and will update the information as changes occur to the make/buy pattern. The file will be delivered electronically to the UAW, National Ford Department ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing **Representative**.

Upon request of the Union, the assessment of the cancellation cost associated with discontinuing a sourcing agreement with an outside supplier will be provided to the Union as soon as practicable, but in no event later than 30 days from the initial date of request.

If the Union, at either the Local or National level, identifies work that it believes it can perform competitively in accordance with the criteria outlined above, it may utilize available resources to submit a business case in writing to the Company on a template to be agreed upon by the parties. If the business case is based upon cost, the Union is to complete and attach the Standardized Financial Form. **Once the Standardized Financial Form has been provided by the Company, the Union shall have 90 days to submit a completed business case, so long as, all required information and data has been provided by the Company.** The business case is to be signed by the LJSOESC and the UAW, National Ford Department ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing ~~Assistant Director~~ **Representative**. The Union, thereafter, will present its proposal to the applicable Company decision-making party/parties.

If it is established that certain work can be performed competitively, judged by the above criteria, Management will adopt the Committee's proposal and, barring unique or unforeseen circumstances, bring the work in-house. The Union shall thereafter obtain any necessary approval or ratification within 30 days of the decision to bring the work in-house.

3. Temporary Insourcing
When temporary insourcing from an outside supplier is being considered, the Company will provide to the Chairperson of the Local Union a written notice containing the reason(s) for the temporary action and the length of time that the work is estimated to remain inside. A copy of the notice will be provided to the National Ford Department and Labor Affairs. A temporary insourcing action is not to exceed 12 months, unless agreed upon by the parties, and will not

require written market test or outsourcing notification when the Company subsequently moves the work to an outside supplier. In the unlikely event that a temporary action exceeds 12 months, or the extension to the 12-month period as agreed upon by the parties, the work will be subject to written outsourcing notification as contained in the provisions of this memorandum.

4. Outsourcing
Outsourcing as used herein means the Company's sourcing of work from UAW employees covered by this Agreement, including work connected with current, new or redesigned vehicles, fabricated parts, powertrain, and component products.

The Company will establish fair and consistent guidelines for conducting market tests to allow both internal and external organizations to bid on work. Such guidelines will be published and communicated to Company Buyers and the International Union. Prior to a market test being initiated, the International Union and the Local Union at the affected location(s) will be notified in writing by the Company. At such time, the LJSOESC will meet to discuss the reason(s) for the market test. The written notification letter, among other things, will identify the sponsoring activity and the potential suppliers being asked to participate in the market test. Copies of the Request for Quotation package, along with a list of the suppliers that have been identified to participate in the market test, will be sent to the Local Job Security Representative of the affected location(s) four days in advance of copies being sent to external supplier(s). The Local Job Security Representative will have the responsibility to share the package with the other members of the LJSOESC. Following receipt of the request for quotation package (or written notification in the rare case where a quotation package is not utilized), the LJSOESC will have the opportunity to jointly develop a plan to perform the work competitively, judged by the criteria listed earlier in this Appendix. As required, the Sourcing Authority, or other Company activities involved in the sourcing decision-making process, will assist and support the LJSOESC. The LJSOESC should utilize the Standardized Financial Form to jointly calculate the cost associated with the component(s) being market tested. The local Union will be provided full and timely access to all appropriate data, including financial information that is pertinent to evaluate product competitiveness and the potential effect of the sourcing action. The Company will complete the market test within six months from the initial notice to the Union. When this six-month period expires, the market test will be

considered closed and no further activity related to the product(s) covered by the notice will occur unless the Union has been notified by way of a re-issued market test letter.

In circumstances where early supplier involvement is necessary because there is insufficient information to conduct a market test or make a sourcing decision based on traditional selection criteria, a non-traditional selection process, e.g., design competition, may be utilized. When this process is used, the Company will discuss such process in advance with NFD-UAW representatives.

At such time as the sponsoring activity has received the results of a market test (or a similar point in the sourcing process when a market test is not applicable, e.g., design competition) and an outsourcing decision is contemplated, the International Union and the Local Union will be given written notice. The notice shall be provided to the Union as far in advance as possible or promptly following Sourcing Council approval, and consistent with the timing requirements of the Global Product Development System (GPDS). The notice will provide, on a confidential basis, the reason for the outsourcing, a description of the work involved, the impact on the workforce including identification of any offsetting insourced work, when applicable, the identification of the sourcing authority, the quality status of the recommended supplier, and a copy of all data contained in the financial analysis submitted to the Sourcing Council. The financial analysis should incorporate the costs jointly calculated by the LJSOESC, and the other applicable Company activities, during the market test process.

a. When such an outsourcing decision is contemplated at any level of the Company, the written notice will be given to the Vice President and Director of the National Ford Department. A copy of such notice will be given to the UAW, National Ford Department ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing ~~Assistant Director~~ **Representative** and the Chairperson of the Unit Committee at the same time.

b. When such a contemplated outsourcing decision is initiated by the Company at a level external to the affected location(s), the Company will provide sufficient advance written notice to allow the designated Management representative at the affected location(s) to comply with the notification procedure.

c. Additionally, International Union and Local Union input will be sought by the Company as early as possible in the outsourcing decision-making process. The intent of the evaluation period and Union input being sought as early as possible is to allow for more thorough discussion and to permit the parties to assess better the impact of outsourcing on the long-term job stability of employees and the financial viability of given Company locations.

d. The Company will not enter into a contractual relationship with a non-UAW-Ford supplier until such time as the designated Management representative of the affected location provides written verification that the above notification procedure and discussion by the LJSOESC has taken place.

A proposal to keep the work in-house will be made by the Union within 90 days of the receipt of the written notice. Such proposal shall be in the form of a written business case and be signed by the LJSOESC and the UAW, National Ford **Department** Sourcing ~~Coordinator(s)~~ **Representative**. If the business case is based upon cost, the Union is to complete and attach the Standardized Financial Form. During such time, if the LJSOESC agrees, resources will be provided to jointly study the feasibility of reducing internal operating costs in an attempt to keep the work in-house. The Union, thereafter, will present its proposal to the applicable Company decision-making party/parties. If it is established that the work can be performed competitively, judged by the criteria listed earlier in this Appendix, Management will, barring unique and unforeseen circumstances, keep the work in-house. The Union shall thereafter obtain any necessary approvals or ratification within 30 days of the decision to keep the work in-house.

e. In cases where the Union believes that the decision by the Company to outsource is improper, the Union may appeal to the Executive Committee of the sourcing authority's Sourcing Council for further consideration. The appeal shall be made by the Vice President and Director of the UAW National Ford Department through the Company's Executive Director of U.S. Labor Affairs. The Union's appeal shall be made within the 90-day period described in paragraph 4d above, and the Sourcing Council shall hear the appeal as soon as practicable.

Thereafter, if the Union so decides, it may appeal its case directly to the Umpire, in accordance with the Sourcing - Grievances letter of understanding.

f. The Company agrees to a full disclosure to the International Union of the procedures utilized in the sourcing decision-making process.

g. When a temporary outsourcing action is being considered, the Company will meet with the Chairperson of the Local Union and provide written notice containing the reasons it is considering the temporary outsourcing at that facility, an estimated date the work will be returned, and provide status updates as required. The notice of the outsourcing action will be given as soon as practicable, consistent with the reasons such outsourcing becomes necessary. Copies of this notice also will be provided to the UAW, National Ford Department ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing ~~Assistant Director~~ **Representative**. Labor Affairs and the National Ford Department will work together to improve compliance to the notification process.

5. ~~Advanced Manufacturing/Product Intelligence and~~ Sourcing Meetings

a. Quarterly Meetings
Quarterly UAW-Ford Meetings will be continued with the Vice President of Manufacturing to review Sourcing ~~and Advanced Manufacturing/Product Intelligence~~ topics. Attendees will include UAW, ~~Assistant Director of Advanced Manufacturing/Product Intelligence and Sourcing~~ **National Ford Department Sourcing Representative**, Director-Labor Affairs, Labor Affairs Sourcing Manager, and others as deemed necessary. These reviews will include discussions about insourcing plans, job creation, operational effectiveness, and opportunities at U.S. assembly, stamping, and powertrain plants.

b. Cycle Plans
In addition, separate meetings will be scheduled to include twice per year reviews (by July 1st and January 1st) of the 5 year global cycle plans as they relate to U.S. plans for assembly, stamping and powertrain. A confidential summary of these plans which identify new or redesigned vehicles, subsystems or component parts will be provided to the Vice President and Director of the UAW National Ford Department or their designee.[5]

[5] Language is duplicated and added to Section I, c

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ADVANCED MANUFACTURING/**PRODUCT INTELLIGENCE** AND SOURCING

~~e. Early UAW Involvement/Meetings~~
~~To provide the Union full involvement at the earliest stages of the decision making process, the applicable Company Vehicle Line Director, or his/her designated representative, at the Pre-Program Start (PPS) Milestone Meeting, will inform the respective UAW Advanced Manufacturing/Product Intelligence Representative of New Major Vehicle Programs or Major Redesigned Vehicles. Information discussed at this meeting will typically include program objectives, major program milestone dates, marketing objectives and customer requirements, the sourcing pattern for assembly and major components (including known or anticipated changes to existing sourcing patterns), and potential assembly plant loading. Additionally, to provide access to the Powertrain decision making process, the applicable Powertrain Director, or his/her designated representative, will inform the respective UAW Advanced Manufacturing/Product Intelligence Representative of New Major Powertrain Programs or Major Redesigned Powertrains.~~[6]

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~~d.~~**c.** Vehicle Program Overview
Following the Pre-Program Start Milestone Meeting for New Major Vehicle Programs/Major Redesigned Vehicles, subsequent meetings (Program Overviews) will be scheduled by the Company to review specific vehicle, subsystem or component plans. Chief Nameplate Engineers will conduct such meetings. Typically, such meetings will cover vehicle objectives and targets, processes and timing, the sourcing pattern for assembly and major components (including known or anticipated changes to existing sourcing patterns) and plans for prototypes.

~~e. Powertrain Plans Review Meeting~~
~~Senior management from Powertrain Operations will meet twice per year with the leadership of the UAW-National Ford Department to review 5-year global Powertrain cycle plans as they relate to Powertrain plants.~~

~~f. Product Development~~
~~It is imperative that sourcing discussions and notification become an effective and trusted tool. It is recognized that early involvement by the UAW will greatly enhance the chances for mutual success and will not jeopardize the product development objectives~~

[6] Moved strikethrough language up to Section I, a
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~~of quality, speed to market, product innovation, and lower total cost.~~

~~The Company's continuing objective is to further compress product development time frames and improve speed to market. The timing for achieving product development milestone events will fluctuate depending on the risk inherent in each product program. Therefore, future sourcing notification timing will vary uniquely with each program on a case-by-case basis. Specific product development target dates will be disclosed at the Program Start Milestone Meeting. The reality of variable program timing and ongoing system change dictates frequent and structured communication for effective sourcing discussion and notification.~~ [7]

~~The product development cycle for New Major Vehicle Programs or Major Redesigned Vehicles will generally range from approximately 50 months before Job 1 for Program Start, to approximately 36 months before Job 1 for Program Overviews, to approximately 18 months before Job 1 for Program Approval. In the case of niche vehicles, it is understood that the product development cycle time could be condensed.~~[7]

~~g. Other Meetings~~

~~Upon the request of the Union and submission of a related agenda provided by the Union, the Company will schedule subsequent meetings with Program Management, the Manufacturing Strategy and Advanced Planning, Purchasing, Engineering and/or Operations Managers or their designated representatives to discuss issues of concern to the Union.~~

~~The UAW National Ford Department Advanced Manufacturing/Product Intelligence and Sourcing Assistant Director will be a member of the National Committee on Technological Progress and may invite other UAW National Ford Department Advanced Manufacturing/Product Intelligence and Sourcing department members as necessary.~~ [8]

~~Further follow-up meetings will be scheduled as required at the request of either party.~~[8]

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[7] Moved strikethrough language up to Section I, b
[8] Moved strikethrough language up to Section I, e
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The implementation of this process should provide the parties the mechanism to take advantage of every opportunity to use internal resources.

The commitments expressed in this Memorandum of Understanding are intended to contribute significantly to our cooperatively working together to preserve and enhance viable job opportunities for Ford Motor Company employees in the United States and improved job security by expanding the business.

APPENDIX P

ATTACHMENT A

The parties have agreed to form a UAW-Ford Advanced Manufacturing Governance Committee focused on training which will be comprised of equal numbers of Company and UAW representatives including representatives from Advanced Manufacturing, Skilled Trades, Learning and Development, and Advanced Manufacturing Engineering. Depending upon the topic to be discussed, additional subject matter experts from other Joint Programs, such as, Health and Safety (H&S), Education, Development and Training (EDTP) and Continuous Improvement (CI), may be invited as appropriate. This Committee will meet monthly or as otherwise agreed to by the Committee.

The governance committee will be created within 90 days of ratification of the agreement, and will meet to:

1. **Discuss the impact of new technology identified through key program milestone reviews**
2. **Review the associated training programs in development for those new technologies**
3. **Assess the effectiveness of current new technology training and provide key learnings to be incorporated in future advanced manufacturing training programs**
4. **Support, as appropriate, the development and/or implementation of new technology training**

Issues or concerns with the effectiveness of current or proposed new technology training may be addressed by the Committee with the appropriate organizations. In the event traditional organizational funding is insufficient to support those changes,

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the Committee can seek additional funding through the UAW-Ford Labor Management Committee Joint Trust.

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APPENDIX Q

MEMORANDUM OF UNDERSTANDING
"BEST-IN-CLASS" QUALITY PROGRAM

The parties recognize that continuous improvement in the quality of the Company's products and services to meet customer needs and values is essential to securing Ford's long term success in the global marketplace and real job security for its UAW represented employees.

For a number of years, the UAW, Ford Motor Company, and its employees, including those represented by the UAW, have worked together in a spirit of teamwork, cooperation and mutual interest to improve product quality. These efforts have produced substantial results. Ford and the UAW further recognize that local union and employee support and involvement have been key elements of the progress that has been achieved.

From the time the "Best-In-Class" Quality Program was established in 1987, the parties have worked toward achieving mutual goals and have demonstrated the ability to take a problem solving approach to issues. The strengthening of this joint relationship has created a highly successful program based upon a foundation of mutual trust and respect that assures all issues can be resolved on a day-to-day basis. Therefore, this Memorandum and the "Local Quality Representative" Letter of Understanding are "living documents" permitting the parties to continuously improve, support and expand the UAW-Ford "Best-In-Class" Quality Program outside the normal collective bargaining process.

This Memorandum is an on-going agreement which will not expire concurrently with the Collective Bargaining Agreement. Accordingly, the provisions of Article X, Section 10 and Article XI, Sections 2, 3 and 4 will not apply to this Memorandum of Understanding or the "Local Quality Representative" Letter of Understanding. The UAW-Ford National Quality Committee will provide the overall coordination for the continuous improvement of this Program. The Committee will continually review and update the direction of the parties' joint quality efforts, including internal Program processes, and will make recommendations to the UAW-Ford Quality Improvement Steering Committee on a periodic basis. The Committee also will be responsible for communicating any changes in the Program to Ford-UAW locations. Should either party believe it would be more appropriate for the "Best-In-Class" Quality Program to have an expiration date that coincides with the present Collective Bargaining Agreement, the party may submit this request to the Vice President and Director of the UAW-National Ford Department and the Company's Vice President Labor Affairs for review and approval.

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APPENDIX Q

MEMORANDUM OF UNDERSTANDING
"BEST-IN-CLASS" QUALITY PROGRAM

The structure and responsibilities within the "Best-In-Class" Quality Program are set forth below.

I. **UAW-Ford Quality Improvement Steering Committee**
The joint UAW-Ford Quality Improvement Steering Committee will continue to direct and expand the quality improvement activities of the UAW-Ford "Best-In-Class" Quality Program to support continuous improvement in the Company's products, services and processes, including:

- Review annual quality objectives, strategies, and indicators for the UAW-Ford "Best-In-Class" Quality Program and for the Company Quality Operating System (QOS). The Committee will jointly develop measurables to support the annual objectives and the QOS.
- Drive joint actions to improve quality of products, processes, and services.
- Conduct discussions concerning the Company's manufacturing, assembly, and parts distribution facilities, as well as suppliers and dealers.
- Review and support joint exploration (including consideration of pilot efforts) of new and enhanced processes to improve quality of components and vehicles produced by Ford.
- Support the Company objective of producing "Best-In-Class" vehicles that meet or exceed expectations of present and future customers.
- Create a work environment which allows the full contribution of each employee toward the achievement of quality leadership by Ford.

The Steering Committee will:

- Be co-chaired by the Vice President, **Americas** Manufacturing **and Labor Affairs** and by the Vice President and Director of the UAW-**National** Ford Department and include an equal number of Union and Company representatives designated by the respective co-chairpersons.
- Be supported by a full-time UAW-Ford National Quality Committee to implement the provisions of the UAW-Ford "Best-In-Class" Quality Program and maintain liaison with operations working quality committees and local quality committees guided by a chartering process recognizing that program design may vary among the organizations involved.

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- Review and have access to the Ford Motor Company Global Quality website for quality data and metric reports including but not limited to: J.D. Powers, **Quality Net Promoter Score (QNPS)** ~~Global Quality Research System (GQRS)~~, Consumer's Report, **Global Systems for Analytics and Reporting (GSAR)** ~~Analytical Warranty System (AWS)~~, US Market Research Schedule, and The Customer Speaks.

- Oversee and provide for development of new UAW-Ford "Best-In-Class" Quality Program education and training through the Targeted Training process based upon specific business needs.

- Review the activities and recommendations of the National Quality Committee, plans for operations and facility quality initiatives, and the results of local and national quality actions.

II. **UAW-Ford National Quality Committee (NQC)**
A full time UAW-Ford National Quality Committee will continue to develop and recommend programs to the Steering Committee, provide feedback to that Committee, transform Steering Committee strategies into actions for implementation by the local quality committees, participate on operations working quality committees and assist local facility quality committees.

The NQC will encourage Local Union and Management cooperation concerning continuous improvement in quality matters, and to highlight strengths and assist in identifying areas where improvements are needed. Joint reviews will be conducted as deemed necessary by the NQC. The NQC's joint audit process will include both scheduled and unscheduled facility reviews. The joint NQC co-chairs will determine whether a facility review is necessary.

The National Quality Committee will be co-chaired by an appointed representative of the Vice President and Director of the UAW-**National** Ford Department and an appointed representative of the **Executive Director** Global ~~Vice President of~~ Quality. The National Quality Committee shall continue to be comprised of equal numbers of representatives from the Union and the Company. The Union's representatives on the National Quality Committee will be appointed by the Vice President and Director of the UAW-**National** Ford Department.

The committee will support the chartering process by reviewing, updating, and cascading the annual charters through each level of the Quality Governance Structure.The

Quality charters will contain agreed to, enforceable **and grievable** elements required to support a "Best in Class" Quality program such as a mission statement, roles and responsibilities and quality operations and procedures.

III. **UAW-Ford Operations Quality Committees**
Presently established operations quality committees will continue to function and their application and activities will be on a uniform basis to all operations with employees covered by this Agreement.

These operations quality committees will continue to include representatives of operating Management, the UAW-Ford National Quality Committee, and other Company and UAW representatives as appropriate.

These committees will meet at least semi-annually, or more frequently as they determine necessary, to discuss and review quality performance objectives and indicators concerning the operations' products and services and joint actions that could be taken to drive and support improvement. Other topics of discussion or activities include:

- Transform the strategies from the UAW-Ford Quality Improvement Steering Committee into a roadmap and actions for implementation by the UAW-Ford Local Quality Committees.
- Discuss quality matters in Vehicle Quality Reviews / Product **Quality Reviews** ~~Commodity Team Meetings~~, weekly operations meetings, and monthly Quality conference-calls.
- Assure the Company and Union leadership's commitment to driving customer satisfaction, continuous improvement, and full workforce involvement in achieving Best-In-Class Quality.
- Emphasize the importance of customer satisfaction in the quality improvement process.
- Review specific operations and local education and training needs to support continuous quality improvement, including specific tracking and monitoring of such training.
- Share information on Company, operations and facility competitive quality positions including future goals for continuous improvement.

- Emphasize the importance of total involvement and commitment of the entire workforce in quality improvement.

- Provide recognition and positive reinforcement for the quality improvement process.

IV. **UAW-Ford Local Quality Committees**
Facility committees will be co-chaired by the facility manager and the unit chairperson. Other committee members will include the Facility Operating Committee, to include the Product Vehicle Team (PVT) Manager or Product Resident Engineer and Supplier Technical Assistance (STA) Resident and other representatives of local management as appropriate, the local union president (if he or she so elects), the Local Unit Quality Representative, the Employee Resource Coordinator, and other members of the unit committee designated by the unit chairperson.

These local committees will meet at least quarterly or as frequently as monthly to align with local Time and Data Management processes. The local meeting cadence should be jointly determined by the co-chairs of the local quality committee. The unit quality representative and facility quality manager will be responsible for coordinating the resolution of local quality committee matters and reporting the results to the co-chairs of the local quality committee between scheduled meetings.

The focus of these committees is to discuss and review quality information and indicators concerning the facility's products and services and joint actions that could be taken to drive improvement. Additionally, local committees will:

- Develop and implement local plans for quality improvement consistent with the objectives and strategies designated by the UAW-Ford Quality Improvement Steering Committee and the Operations Quality Committees.

- Provide direction and support for the unit quality representative in the quality improvement process, including supporting the principle that all employees have responsibility for quality in their work.

- Assure that the quality representative has regular access to the quality operating system management including weekly meetings with the facility quality manager, or a designated representative in that manager's absence.

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- Review internal processes and establish a system locally to address vehicle concerns, with a goal of minimizing the quality representative's involvement in this area.
- Assure that a process is in place to advise the quality representative of reworks and campaigns and to ensure proper communication with the affected employees.
- Establish a process locally that allows employees to raise product quality concerns, make the necessary corrections, and stop the operation, when necessary. This process must ensure that the concerns are immediately addressed, appropriate containment measures implemented, and the operation restarted.
- Ensure the quality system addresses the hourly and salaried employees' role in the containment of non-conforming parts. The system will incorporate the responsibility of these employees to contain non-conforming parts, the process for rejecting/releasing the parts and the communication plan to provide feedback to the affected employees.
- Monitor performance against quality objectives to support and maintain a continuous quality improvement process.
- Establish a mutually acceptable process for the unit chairperson and facility management to identify hourly employees to visit other facilities or suppliers, as appropriate, to resolve quality concerns.
- Establish teams of hourly and salaried employees, including the Local Unit Quality Representative, to work with and visit outside suppliers to identify and resolve quality issues and concerns, as appropriate.
- Review local education and training needs to support quality improvements.
- Integrate "Best-In-Class" Quality Program and other quality improvement activities with employee participation and other joint activities to address common areas of interest and assure mutually supportive relationships.
- Oversee the process to ensure that all scrap materials are purged from the facility in an expeditious fashion.

- Review product launch progress and other engineering changes and ensure timely communication of appropriate information to affected facility employees. Explore opportunities for greater hourly employee involvement in the product launch process.

- Facilitate communication between product engineering and work groups, ensuring necessary engineering assistance as appropriate.

V. **Local Unit Quality Representative**
Provisions for a local unit quality representative, including such topics as number, appointment, functions, training requirements and other matters, are set forth in a separate letter of understanding.

The functions and responsibilities of the quality representative include the following:

- Participate on the local joint quality committee to handle joint quality initiatives.

- Coordinate the resolution of local quality committee matters and reporting the results to the facility manager and building chairperson between scheduled meetings.

- Participate in product launch quality reviews.

- Investigate and close Quality Hot Line calls and Quality Concern Resolution cases.

- Participate in the development and implementation of local strategies to achieve facility internal and external quality performance objectives.

- Participate on the facility team completing quality self- assessments.

- Participate in local Incoming Quality meetings, and on facility teams of hourly and salaried employees to identify and resolve quality issues and concerns with outside suppliers.

- Assist in the preparation of quality performance information and related material to be shared with UAW represented employees to enhance their understanding and support of facility quality initiatives.

- Verify compliance with QPS sheets when investigating a quality issue or customer concern.

- Participate in the development and implementation of job related quality training.

- Maintain communication with the UAW-Ford National Quality Committee, and attend meetings as required by the UAW-Ford National Quality Committee.

- Perform other functions associated with joint quality initiatives as may be required from time to time by mutual agreement of the Company and the Union.

VI. Quality Concern Resolution Process

- The Company and Union recognize that it is in the best interests of both parties to resolve employees' product quality concerns as soon as possible, at the facility where they originate. This quality concern review process will originate at the location and may include review by the operations quality committees and, if required, the UAW- Ford National Quality Committee.

- The UAW-Ford National Quality Committee will provide ongoing coordination of this process, which will be independent of the grievance procedure provided in the Collective Bargaining Agreement.

VII. Supplier Relationships

- It is recognized the "Best-In-Class" quality principle of "Working Together for Quality" includes the employees' relationships with all suppliers, both external and internal. It is the hourly and salaried employees' responsibility to ensure quality parts are used in the production of Ford vehicles, regardless of their manufacturing source.

- Accordingly, all suppliers will be responsible for their quality performance (consistent with the Supplier Corporate Citizenship letter dated November 03, 2007). Additionally, the Company is responsible for the administration of policies consistent with the provisions set forth in the Q1 2nd Edition. The National Quality Committee will have monthly ~~timely~~ access to the list of suppliers that are at-risk ~~have been placed on Q1 probation~~ or had their Q1 status revoked and may visit outside supplier locations in conjunction with the Ford on-site Supplier Technical Assistance Engineer. If issues arise with the ability to access an outside supplier facility, the National Quality Committee will work through the Supplier

Technical Assistance Manager to address the concern. Further, the UAW-Ford National Quality Committee shall be afforded periodic meetings as needed with Supplier Technical Assistance/Purchasing and the various operations to obtain information on supplier improvement processes and discuss outside supplier concerns.

VIII. Customer Satisfaction Activities

- Building upon our significant long-term efforts and progress in improving product quality, the UAW and the Company agree to discuss alternative means of utilizing consumer insights and feedback to improve customer satisfaction. Joint activities to support this objective will be the subject of ongoing discussion between the Union and the Company.

- The parties have agreed to continue the use of the Vehicle Service Concern Resolution Process/Dealer Panel (VSCRP) to address employee vehicle concerns. After appropriate orientation and training, the National Ford Department and local union offices may communicate with the Company's customer services activities on employee vehicle concerns and other quality matters. The VSCRP will be under the jurisdiction of the UAW-Ford National Quality Committee. In addition, the UAW-Ford National Quality Committee will utilize a multi-step procedure for Company locations to follow to resolve employee vehicle complaints.

- The parties also agree that it continues to be important to improve communication among representatives of the Union, the Company, and the dealers on issues of common concern regarding the achievement of their respective quality objectives. As a key step in achieving and maintaining this level of communication, the parties agree that Ford Motor Company will continue to seek to have the Vice President and Director of the UAW-**National** Ford Department invited to meet with the officers of the Ford and Lincoln Dealer Councils. The Steering Committee may develop other appropriate quality related communications or actions for discussion with the Dealer Councils.

IX. Other Matters

- During negotiations, the Union and the Company discussed the use of the Quality Leadership System (QLS). The Company reaffirms its commitment to the

proper utilization of QLS to ensure best-in-class products are delivered to our customers. Concerns regarding the use or potential mis-use of the system may be brought to the attention of Plant Management and/or Human Resources.

- The Company and the UAW reaffirms support of certain quality promotional activities to increase employee and consumer quality awareness and recognize employee contributions in product and service quality improvements. Opportunities could include auto shows, certain sporting venues, community activities, and charitable events where mutually agreeable and beneficial to UAW-Ford employees, subject to verification by appropriate market research in those cases where customer contact and other marketing and advertising considerations are involved.

- Further, the Company continues to acknowledge the support of the UAW National Ford Department, local unions and UAW represented employees in various ways in advertising campaigns, the introduction of certain new products, and other similar activities which likewise have proven to be mutually beneficial. Accordingly, the Company intends to continue to provide similar opportunities in the future.

- A generic Joint quality decal or sticker will be affixed to UAW built vehicles indicating that these products were proudly built by UAW-Ford members. This decal signifies the UAW's commitment to the improvement of Ford Motor Company product quality. The UAW-FORD National Quality Committee will continue to be the provider of these decals/stickers.

- The UAW-Ford National Quality Committee will use an assessment tool, including a coaching document, to assess the effectiveness of Local Quality Committees for conformance to Appendix Q. Self assessments will be conducted in conjunction with the QOS assessment process.

- The UAW-Ford National Quality Committee will designate Targeted Training Single-Point Lessons to be included in the New Employee Orientation Program for new employees.

- The UAW-Ford National Quality Committee will develop Train-the-Trainer Modules for QOS updates as required.

- The UAW-Ford National Quality Committee, the respective Operations Quality Offices, and the Local Quality Committees will conduct Quality communication and training based on resource specific business needs.

- The UAW-Ford National Quality Committee shall receive advance notification of field service actions.

X. Funding

- Funding for program development and agreed upon training programs in support of this Memorandum of Understanding and the UAW-Ford "Best-In-Class" Quality Program will continue to be provided by the UAW-Ford **Labor Management Committee (LMC) Joint Trust** ~~Education, Development and Training Program,~~ in accordance with provisions governing **the LMC** ~~that Program~~. ~~Local initiatives will be charged to local training funds.~~

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APPENDIX S

UAW-FORD MEMORANDUM OF UNDERSTANDING FOR THE HEALTH AND SAFETY OF EMPLOYEES

The UAW and Ford are proud of their accomplishments and long standing dedication to education, training, a positive safety culture and the resolution of employee health and safety concerns. Jointly, the parties will continue to strive for a lasting culture where health and safety is an integral part of how we do business. This Memorandum of Understanding reinforces this commitment by the UAW and Ford to build an environment that continues to embrace every aspect of workplace health and safety as a way of life and uncompromised core value in everyday activities at every level of the organization. Jointly, the parties will continue to strive for a healthier and safer workplace through the involvement of all employees.

The UAW and Ford leadership are dedicated to continuously improving the health and safety culture through employee engagement, awareness, and accountability at all levels. This dedication builds upon the long standing commitments of the UAW and Ford to health and safety and Best-In-Class joint training programs. With a goal of zero fatalities and serious injuries, the ~~leadership of the UAW and Ford~~ **National Joint Committee on Health & Safety (NJCHS)** will continue to jointly sponsor activities that support a relentless daily focus on health and safety that protects employees, prevents accidents and injuries, and provides a safe workplace. The UAW and Ford leadership will strive to achieve a safety culture in which everyone looks out for one another. Our efforts will continue to focus on:

- improving the health and safety culture and engagement for all employees;
- **operational learning fosters** ~~fostering~~ the principles that promote the building of a learning organization, seeking to continuously understand how work gets done from those that do it;
- enforcing and complying with health and safety programs, procedures, and safe work practices;
- protecting all employees when performing non-standard, non-routine, and high risk work;
- improving the Pre-Task Analysis process to ensure high- risks are addressed;
- maintaining adherence to the company's safety operating system;
- improving the effectiveness of the ergonomics process;
- supporting effective and efficient NJCHS best-in-class training;

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- expanding upstream pro-active engineering and design, including new technologies, for health and safety;
- conducting effective joint Safety Process Review Boards;
- exploring methods to enhance safe **Powered Material Handling Vehicles** (PMHV)/pedestrian movement;
- inspecting and maintaining combustion equipment;
- emphasizing energy control and power lockout, electrical safe work practices and walking and working surface safety;
- expanding the involvement of employees, team leaders/coordinators, supervisors, and work teams in the overall safety process;
- using joint health and safety audits of all plants and facilities to achieve continuous improvement;
- supporting the development of determining a set of leading metrics for proactive injury prevention; and
- ensuring necessary personal protective equipment is available to and worn by employees.

The parties have worked together to improve the UAW-Ford joint health & safety program and have demonstrated the ability to take a joint problem solving approach to issues. This relationship continues to build a highly successful program based upon a foundation of mutual trust, respect, and the desire to ensure all employees are provided a safe working environment.

The NJCHS is specifically empowered to periodically jointly review and evaluate this Memorandum of Understanding to identify improvement opportunities to the provisions during the term of this agreement.

The NJCHS will jointly provide the direction of the continuous improvement of this program. Any changes or variations to the program for any reason must be jointly agreed to by the co-chairs of the NJCHS with a final approval by the Vice President and Director UAW, National Ford Department and the Vice President of Labor Affairs or their designees. The NJCHS will be responsible for communicating any changes in the program to UAW-Ford locations.

It is expressly understood that this language has no impact on the contractual provisions under Article VI, Section 8; Article VII, Section 23 (b); and Article X, Section 4; or related Letters of Understanding. These provisions will remain in full force and effect.

The Company and the International Union agree that the effective date of this Memorandum means the effective date of this

APPENDIX S MEMORANDUM OF UNDERSTANDING FOR THE HEALTH AND SAFETY OF EMPLOYEES

Collective Bargaining Agreement and will expire with the expiration of this Collective Bargaining Agreement.

The Company shall have the obligation to continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. The Union shall cooperate with the Company's efforts to carry out its obligations. Therefore, the following Memorandum of Understanding for the Health and Safety of Employees is adopted.

1. **National Joint Committee on Health and Safety**
The parties recognize that efforts directed toward a safe and healthy workplace must represent a fully joint commitment. Therefore, the National Joint Committee on Health and Safety (NJCHS) was established as a mechanism to guide health and safety concerns in the appropriate direction. **The Company is also committed to providing ergonomist support to the NJCHS.** The National Joint Committee shall continue to be comprised of equal numbers of representatives from the Union and the Company. Union representatives of the Committee will be appointed by the Director of the National Ford Department. Each party will appoint to the Committee at least one member who has professional training in industrial hygiene or safety.

Among those matters that would continue to be appropriate for discussion by the NJCHS would be significant developments of a mutual interest in the health and safety fields, changes in the Company's health and safety programs due to legal requirements or Company policy revisions, review of the meaningful injury and illness experience of the Company's plants, and procedures to minimize employee exposure to known harmful physical agents or chemicals.

In the course of NJCHS discussions, the Company will continue to disclose the identity of any known harmful physical agents or chemicals to which employees are exposed. In addition, the Company will continue to arrange for surveys of specific plants at the request of the National Ford Department. Results of such surveys, as well as regular plant surveys conducted will be provided to the International Union through its representatives on the NJCHS.

Past arrangements will continue to be made through the NJCHS for professional health and safety representatives of the International Union to visit Company plants in connection with particular health and safety problems.

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APPENDIX S

MEMORANDUM OF UNDERSTANDING FOR
THE HEALTH AND SAFETY OF EMPLOYEES

The NJCHS has access to plant data required on OSHA Form 300A ("Summary of Occupational Injuries and Illnesses"), or any successor document, the total manhours worked and the incident rate for each plant for the comparable period. Also, the Company will continue to provide to the International Union through the NJCHS prompt notification of fatalities and serious injuries resulting from work-related accidents. The results of regulatory visits (i.e. OSHA) will be shared with the NJCHS upon completion.

Additional National Joint Committee functions are as follows:

- Sponsor joint conferences that provide training and education and stimulate interest in health and safety programs and procedures.
  Conferences/meetings sponsored by the NJCHS for Company and Union Health and Safety Representatives will be held no less than annually or as deemed necessary by the NJCHS to provide required training and education and to stimulate renewed interest in health and safety programs and procedures to further improve the workplace for all employees. Conference expenses, ~~including wage payments for lost time~~, will be paid with ~~joint~~ **Labor Management Committee Trust (LMC)** ~~Company~~ funds. ~~Joint funds~~ **The Company** will pay for lost time (eight hours per day) for Unit Health and Safety Representatives who participate in these conferences. The Company will recognize and compensate properly appointed alternates when the Unit Health and Safety Representative **or Ergonomic Representative** is out of the plant to attend such training. The **Joint Governing Body (JGB) of the LMC** ~~NJCHS~~ will consider appropriate requests to provide financial support for periodic Operations meetings of safety professionals to share best practices and receive current health and safety information. The parties will develop a strategy to ensure Union and Company health and safety professionals attend joint health and safety conferences. Unresolved concerns will be elevated through the issue resolution process.

  In addition, the NJCHS supports further development of safety professionals through their participation in state and national health and safety conferences. The NJCHS will seek opportunities to hold annual conferences in conjunction with professional development venues that fulfill the goals of training and education.

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- Oversee joint training and education.
  The Company will continue to provide additional joint health and safety training to enhance safety awareness, hazard recognition, and technical skills of employees covered under the terms of this agreement. To provide for consistency and uniformity, the NJCHS will continue to consider ~~joint~~ funding requests from the plants to enable them to design training programs to meet local needs (for example, specialized training to address unique health and safety concerns of electric vehicle batteries). After submission to the NJCHS for review, funding requests covering projects which are consistent with NJCHS objectives will be referred to the Joint Governing Body of the ~~Education, Development and Training Program~~ LMC for approval.

- Evaluate health and safety research needs and recommend appropriate research projects.
  The parties recognize that certain health and safety matters require thorough study and appropriate analysis and research to identify and address the issues. The NJCHS will continue to evaluate health and safety research needs, recommend appropriate research projects and communicate the findings to affected employees. The NJCHS will make recommendations to the Joint Governing Body for funding of the specific project(s) under consideration as described in Section III of this Appendix S. The results of research conducted within Company facilities will only be used for purposes specifically authorized by the NJCHS.

- Participate in Manufacturing and Non-Manufacturing Safety Council and Operations Safety Process Review Boards (SPRB).
  These meetings, co-chaired by a senior member of Operations management and a member of the National Ford Department Health and Safety Staff (or other similar arrangement approved by the Company and the UAW National Ford Department) has been established in each Operations having employees covered by this agreement. The NJCHS will continue to participate in activities of these forums which are expected to meet monthly or otherwise by mutual agreement to proactively review and resolve health and safety issues and to disseminate corrective actions and information throughout their respective Operations. The NJCHS will facilitate issue escalation and tracking within these forums.

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- Conduct joint health and safety reviews of plant facilities.
  The NJCHS will continue to sponsor and oversee a national joint team of Company and Union representatives to review Company facilities and activities with regard to NJCHS programs, federal and state regulations and Company health and safety policies and procedures. **This joint team includes, but is not limited to, the NJCHS, Corporate Safety, Corporate Industrial Hygiene and NA Safety.**

  The NJCHS will develop specific training requirements for review-team members. The team's principal functions will continue to be to encourage Local Union and Management cooperation concerning continuous improvement in health and safety matters, and to highlight strengths and assist in identifying areas where improvements are needed. Joint reviews will be conducted as deemed necessary by the NJCHS, but in no case less frequently than once every 18 months for manufacturing and parts distribution locations. The NJCHS joint audit process will include both scheduled and unscheduled facility audits. In addition, facilities are required to conduct quarterly self assessments using the Company's current safety operating system. Joint Leadership at the facility are responsible for ensuring the accuracy of the facility's self- assessment. Results, action plans, and status are to be reviewed quarterly at the Plant Safety Process Review Board Meetings. The NJCHS will continue to provide input into the development of the SOS and engage in the implementation, monitoring, and measuring of it. As part of our overall efforts for continuous improvement, the Union and Company agree to the joint selection and appropriate use of third parties for certain aspects of joint health and safety audits.

II. **Existing Provisions**
The following separate contractual provisions are reaffirmed as being in full force and effect in conjunction with this Memorandum of Understanding.

Article VI, Section 8;
Unit Health and Safety Representative

Article VII, Section 23(b);
Special Procedures - Health and Safety

Article X, Section 4;

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Health and Safety

Letters of Understanding:
The following letters of understanding are administrative.

- Additional Health and Safety Representatives (10-31-73)
- Limitations on the Addition of a Health and Safety Representative and Benefits Representative for Units between 600 and 1,000 Employees Already Having Such Representation (10-4-79)

III. Ongoing Research

The Company and Union agree to examine and conduct research projects on subjects that address immediate health and safety needs such as ergonomics or serious acute injury prevention. The NJCHS, where appropriate, will meet, share information and coordinate research agendas with UAW-General Motors and UAW-~~FCA~~ **Stellantis** with respect to future projects.

IV. Training and Education

The parties recognize the desirability of wide dissemination of information concerning the causes of illness and accidents and preventive measures which can be

implemented and, therefore, are continuing to address the need for health and safety education and training through ongoing programs and projects listed below.

Orientation training is acknowledged as an important step in providing a new employee's understanding of health and safety procedures. The NJCHS will provide input to update health, safety, and ergonomic related training material.

Evaluation of training programs, including monitoring post-training awareness and understanding, will be conducted as determined by the NJCHS.

Existing programs and those developed and rolled-out by the NJCHS will be reviewed by the NJCHS co-chairs and added to the Regional OHS Training matrix.

The NJCHS will create a process flow diagram for local access of employee safety training records.

Chemical Safety Training

The Hazard Communication Program, first initiated in 1984 to address federal OSHA requirements, is an

ongoing program to satisfy requirements relative to recognizing and avoiding chemical hazards.

The Hazard Communication training program was updated, renamed (Chemical Safety Training Program), and redesigned in 1997. In 2011, the program was updated and redesigned following the format of more recently developed NJCHS programs. The frequency of refresher Chemical-Safety Training will be determined by the NJCHS.

- Energy Control and Power Lockout (ECPL)
  In 2015, the NJCHS revised the ECPL training program to include ECPL Awareness and ECPL Authorized Person training. ECPL Awareness training was developed in both web-based and instructor-lead format. The ECPL Authorized training was developed as web-based only. The updated training which included significant updates reflecting advancements in safety technology and processes was delivered to all affected employees. In this regard, it is understood that local Management and the Unit Health and Safety Representative will review periodically the machinery and equipment lockout program currently in effect. UAW Health and Safety Representatives and Plant Safety Engineers will conduct sample follow-ups with employees to verify competency. Necessary modifications to the local implementation of the ECPL program will be documented and supplied to the Unit Health and Safety Representatives with the understanding that they will have an opportunity to discuss the local implementation of the program and make recommendations. To maintain the effectiveness of the ECPL program standard (FAS08-100), including placarding standard (FAS08-102) Energy Control and Power Lockout Placard, the rules regarding annual refresher training must be strictly followed.

  The Energy Control and Power Lockout Standard (FAS08-100) and the Energy Control and Power Lockout Placard Standard (FAS08-102) outlines criteria and presents a method that will satisfy the identification and specific written procedures requirements of 29 CFR 1910.147 for the control of hazardous energy during servicing and maintenance of production machines and equipment with multiple energy sources.

  For single energy source equipment where the energy disconnect is not evident at the operation, the location of the disconnect will be identified.

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The placarding teams established in the 1993 Collective Bargaining Agreement remain in effect to ensure the accuracy of all placards.

A committee which includes the Plant Safety Engineer, UAW Health and Safety Representative (or a Plant Chairperson who functions as a Health and Safety Representative), a facility engineer and an experienced skilled tradesperson will be established and maintained, which will meet on an as needed basis, but at a minimum one time per month. This committee will determine placarding needs and ensure compliance with the placarding process. The Committee's functions include, but are not limited to developing and implementing a process for:

- ECPL training that addresses advancements or changes in safety technology and lockout procedures shall be provided as part of the launch process.
- Installation and verification of placarding on new equipment.
- Updating of existing placards during local engineering changes (scheduled or unscheduled).
- Replacement of damaged or missing placards.
- ~~Immediate identification and rectification of inaccurate placards.~~
- **Validate the facility Safety Operating System (SOS) self-assessment specific to ECPL Placarding Inspections.**
- Incorporate the feedback from the ECPL refresher delivery to the placarding team workplan.
- The committee will report the placarding status to the Plant Safety Process Review Board.

- Guidelines, Responsibilities, and Safe Practices (GRASP) The NJCHS will update the GRASP training program designed to train: (1) committeepersons, team leaders, process coaches/supervisors, and team managers/superintendents on their health and safety roles and responsibilities; and (2) all employees on job hazard recognition. The program requires an Operator Instruction Sheet/Job Safety Analysis (OIS/JSA) for each production job or group of jobs in a specific work area. Reinforcement videos to aid supervisors in the delivery of safety talks also will continue to be provided. The NJCHS will update the GRASP refresher. The recipients and frequency will be determined by the NJCHS.

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In the case of skilled trades and other non-production employees, the NJCHS developed, and launched a new GRASP application, which includes a process to identify high risk tasks associated with machines and equipment, describes the hazards involved with such tasks, and determines appropriate health and safety controls. The basis for determination of appropriate controls will be the hierarchy, which gives preference to engineering solutions over procedures or personal protective equipment. Additional methods of describing and placarding off standard tasks will be reviewed and implemented for recurring jobs that are performed by employees.

- Die Handling
  In 2014, the NJCHS jointly developed safe die handling training. The training was designed to reaffirm safe practices for routine die handling operations.

- Arc Flash Web-based
  Arc flash refresher training for electrically qualified personnel was developed and launched during the 2011 contract period.

- Lifting & Rigging Refresher
  Refresher training was initiated in 2015 to reinforce safe lifting and rigging practices to all affected employees.

- Skilled Trades and Apprenticeship Training
  Accidents involving skilled employees continue to be a major concern of the UAW and Ford. Safety training will continue to be provided, consistent with the requirements of each plant, to all Appendix F employees including apprentices. Training programs have been developed covering lifting and rigging, working at heights, electrical safe work practices, skilled trades chemical safety, troubleshooting, maintenance vehicles, mobile crane and overhead gantry crane (which included additional lifting and rigging training). Where appropriate, future training projects will be developed, piloted, and delivered for specific skilled trades classifications or groups. The NJCHS will explore alternative methods of delivery to enhance training effectiveness and minimize disruption to operations. In addition, the NJCHS will work with the Joint Apprenticeship Committee to ensure apprentices are adequately evaluated on safe work practices.

- Air Sampling/Industrial Hygiene Workshops
  Periodic Industrial Hygiene Workshops have been conducted by the Union and the Company. These workshops will be

scheduled as needed to train Unit Health and Safety Representatives and Company Safety Engineers.

- Powered Material Handling Vehicle (PMHV)
  Powered Material Handling Vehicle (PMHV) Program training has been designed and conducted to instruct operators of material handling industrial trucks in the safe operation of their vehicles. The parties agree that prospective operators will receive the appropriate UAW-Ford PMHV training, properly satisfy certification requirements prior to operation of powered material handling vehicles and receive refresher training in conjunction with license renewal. The parties also recognize that "pedestrian" training is an essential element of the PMHV effort and agree that employees who work and walk around powered material handling vehicles will receive such training.

  The parties recognize that loading dock safety training is an essential element of the PMHV effort. Videos, single point lessons, and other methods, are currently used to provide training to appropriate personnel who are involved in the process of loading and unloading trailers, railroad boxcars and using column load dividers.

  The Company has established a PMHV/Pedestrian Safety Core Team which develops strategies to prevent PMHV and pedestrian incidents. The roles and responsibilities for this team has been developed by the NJCHS. The NJCHS and Company leadership jointly participate on this team. New procedures and equipment being considered will be jointly reviewed in this forum.

- Confined Space Entry (CSE)
  In 2010, the confined space entry training program was updated and redesigned following the format of recently developed NJCHS programs. Work assignments that involve entry into confined spaces are a concern of the NJCHS because of the potential for serious injury or death if proper procedures are not followed. The Company has conducted and continues to conduct surveys at each location to identify confined spaces and the NJCHS developed and implemented a comprehensive training program on this subject for permit issuers, rescue team members and entrants/attendants. Rescue teams will receive refresher training annually on practice rescues from typical confined spaces, basic first aid, and CPR. The frequency of future confined space entrant and attendant refresher training will be determined by the NJCHS.

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- Shiftwork
  In 1995, the UAW-Ford NJCHS and ESSP jointly developed a training program to assist employees and their families to make healthy lifestyle adjustments to rotating shifts and non-traditional hours. The Program has been made available to all locations for use as determined by the local parties.

- Safety Talks
  The parties continue to agree that effective safety talks conducted at least monthly by members of plant supervision and/or team leaders/coordinators will be conducted to review near-miss incidents and injuries, remind employees of the importance of work rules and safe practices, and encourage awareness of potential hazards in the workplace. The parties recognize the benefit of prompt sharing of near-miss or serious incidents with affected employees in a safety talk format in order to alert employees in the immediate area(s) of potential hazards, appropriate safe work practices, and/or corrective actions to prevent recurrence. The parties continue to agree that conditions, equipment and processes differ by plant and, therefore, the safety talks are best handled on a plant-by-plant basis. The review of these programs is a proper subject for discussion by the NJCHS. Safety Stand-downs are considered a positive way to communicate special health and safety messages. The practice will be utilized as appropriate, for example in conjunction with, vacation shutdown, Christmas holiday period, or extended plant-wide shutdowns of at least two weeks. GRASP reinforcement videos have been produced and will continue to be available to serve as potential safety talk topics.

- Health and Safety Training for Supervisors and Committeepersons
  The NJCHS has developed, **and will update,** comprehensive training for supervisors and committeepersons on health and safety fundamentals, accident investigations, communications, and ergonomics.

- Web Conferencing and Teleconferences
  The parties agree that web conferencing and teleconferences are effective tools in education and training. The NJCHS will continue to utilize web conferencing and ~~teleconference~~ **teleconferencing** ~~facilities at the National Programs Center~~ for these purposes.

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- Representative Training
  NJCHS sponsored training will be conducted periodically for full-and part-time elected Union representatives and properly appointed alternate Unit Health and Safety and Ergonomic Representatives. Alternate H & S and Ergonomic representative training will be identified by the NJCHS and facilitated as appropriate.

- Train-The-Trainer Certification
  The NJCHS has implemented a system for competency of health and safety trainers through in-plant certification. In addition, train-the-trainer sessions will continue to be conducted, as required, during the term of this Agreement. The NJCHS will develop replacement criteria to maintain best-in-class trainers.

- Orientation for new Unit Health and Safety Representatives, Alternates and Company Safety Engineers
  The NJCHS will continue to provide orientation for new Unit Health and Safety Representatives and Safety Engineers. Properly appointed alternate Unit Health and Safety Representatives appointed after the effective date of the Agreement will receive a comprehensive in-plant orientation with plant safety professionals based on criteria developed by the NJCHS. In addition, new safety professionals and alternates will be provided study material on all three levels of core competency as soon as practical after appointment. Should an alternate subsequently be appointed as a full-time Unit Health and Safety Representative, they must commence the assessment process to become certified as described below.

- Training for Health and Safety Representatives/Safety Engineers
  Present and newly appointed Unit Health and Safety Representatives (UHSR) and Company Safety Engineers will be required to be certified to a level of core competency which satisfies the disciplines for health and safety personnel in industrial hygiene, ergonomics and safety. An educational curriculum, appropriate competency criteria, and an assessment process, has been developed by the NJCHS. Safety professionals (both UAW and Ford) who fail to achieve core certification within an appropriate period will be counseled by the NJCHS co-chairs and required to take supplemental training provided by the NJCHS with the intent to achieve certification. Experienced UHSRs, and Company Safety Engineers may elect to take a proficiency assessment in lieu of attending the specific training. When all competencies are demonstrated, a certificate will be

issued by the NJCHS. In addition to the NJCHS certification, present and newly appointed Unit Health and Safety Representatives (UHSR) and Company Safety Engineers will be required to complete the OSHA 30 hour General Industry Outreach Course or equivalent. All costs associated with the delivery of the internal certification program and OSHA course will be covered by the NJCHS. All health and safety personnel are encouraged to pursue additional educational opportunities and certification such as, Certified Safety Professional or Occupational Health and Safety Technologist. The NJCHS will identify and implement relevant courses that will more closely align the UAW Health and Safety Representative (both full and part-time) and Plant Safety Engineer knowledge bases, as well as improving overall competency for both. For newly, properly appointed full-time Health and Safety Representatives, the NJCHS will develop criteria to ensure any On-The-Job-Training (OJT) is facilitated at the plant level.

- Training and Orientation for new Ergonomic Representatives and Alternates
  The NJCHS will continue to provide training and orientation for new Ergonomic Representatives and Alternates. Properly appointed alternate Ergonomic Representatives appointed after the effective date of the Agreement will receive a comprehensive in-plant orientation with the Local Ergonomics Committee based on criteria developed by the NJCHS. Newly appointed ergonomic representatives will complete the ergonomic core competency.

V. Other Important Matters

- Issue Resolution Process
  The parties agree that health and safety issues will be promptly resolved at the base level of the organization. If necessary, the matter may be addressed at the local Plant Safety Process Review Board or with assistance from the Chairperson and Plant / Facility Manager. If the matter cannot be resolved locally, the item may be referred through Operations to the NJCHS for review and resolution.

  The NJCHS will create/maintain a flowchart specific to the Issue Resolution Process.

- Combustion Safety and Electrical Safety
  Combustion and Electrical Safety Core Teams, consisting of the NJCHS and Company leadership and Subject Matter Experts (SME), has been established to provide strategic oversight for all issues related to equipment (e.g. standards and procedures, safety training resources,

process verification reviews, and maintenance procedures). Also, the Combustion and Electrical Safety Teams will jointly review proposed new equipment and procedures.

- Hazardous Materials and Environmental Control
  Company and Union Health and Safety Representatives will continue to monitor hazardous materials and environmental control activities (including review of materials for local use, toxic waste handling or disposal) having a direct bearing on employee occupational health and safety. Hazardous materials and environmental controls affecting employee health and safety will be recognized as appropriate subjects for discussion by the NJCHS.

- Review of Technology and Launch
  Launch and rebalance are additional and separate activities in our facilities. The Company may submit a request with supported business rationale for the request to Labor Affairs to approve additional hours for safety and ergonomic activities based on local needs.

  The UAW Health and Safety Representatives will continue to **jointly** participate **with company representatives** in change management for new or refurbished equipment, processes, and technologies which could include reviews of:

  - new plant layouts,
  - machine and equipment **installations,** buy-offs, **and PROTAG,**
  - PMHV applications and associated equipment,
  - new and retooled work stations,
  - major process changes where employee health and/or safety may be affected,
  - material flow,
  - part racks (in process or shipping~~., and~~
  - ~~PROTAG.~~

  The NJCHS will be provided the opportunity to evaluate new technologies to the company and review the associated risk assessments.

  The parties agree that focus should be given to upstream pro-active engineering and design, and reviews should be conducted in the planning or tryout stages and prior to the time that new equipment or processes are released to regular production operations. In addition, pro-active consideration should be taken during rebalances. Each facility pro-active champion will be engaged in launch and rebalance activities. Where appropriate, other hourly

employees, such as skilled tradesperson(s) and/or member(s) of the Local Ergonomics Committee, may be involved in this process. The Company will provide additional training for launch support activities as needed. Any issues that cannot be resolved locally regarding review of technology and launch should follow the Issue Resolution Process. The Issue Resolution Process provides a method to resolve concerns related to equipment review and buy-off.

To improve the launch buy-off process, a focus group will be jointly assembled to review things-gone-right and things-gone-wrong, and may include VO, PTO, and SBU. This information will be used to develop best practices and share lessons learned with all facilities.

- Ergonomics (Fitting Jobs to People)
The Union and the Company recognize that musculoskeletal disorders (MSDs) are occupational illnesses that are prevalent and preventable in the automobile industry worldwide. The Union and the Company established the UAW-Ford ergonomics process, "Fitting Jobs to People" in 1989. The Union and the Company are committed to continually improving the efficiency and effectiveness of the ergonomic process through:

  (1) proper application of ergonomic principles to the work environment, ~~and~~

  (2) increased emphasis on upstream, proactive analysis through advanced ergonomics training for engineers and Local Ergonomics Committee (LEC) members selected by those LECs and the continued development and implementation of ergonomic analysis tools and processes with the Manufacturing Engineering Departments, **and**

  (3) Triannual Joint Ergonomic Summit with PTME, VOME, SBU, Corporate Ergonomics, Manufacturing Safety, and others identified by the NJCHS. Collaborative focus will be placed on upstream engineering, benchmarking, analysis, tools, training, and cross functional best practice sharing.

The Union and the Company have increased awareness of ergonomic principles and practices by jointly developing and implementing education and training programs for:

- employees and their supervisors;
- Company Safety Engineers;
- UAW Health and Safety Representatives;
- other Union representatives as jointly appointed by the Co-chairs of the NJCHS;
- certain plant engineers; and
- appropriate Medical personnel.

These efforts will continue as required to maintain such awareness, including appropriate refresher training with an ergonomics handbook for employees. The NJCHS will continue to conduct classes annually for LEC members as appropriate.

Each manufacturing/non-manufacturing location of 125 or more employees has established a Local Ergonomic Committee (LEC) to review and analyze jobs for the purpose of identifying ergonomic stressors and recommending solutions. The NJCHS will develop committee criteria for identified non-manufacturing locations. At manufacturing locations, the bargaining unit members of the LEC will be allocated, as a group, time consistent with the requirements of the planned ergonomics activities, up to a total of forty straight time hours per week as the LEC Ex-officio Co-chairs so determine to conduct LEC functions outside of normal LEC meeting time, such as:

- Conducting current state mapping using the Ergonomic Surveillance Tool after program launch and rebalance;
- Conducting investigations of reports of ergonomic illnesses and injuries;
- Conducting job analyses using approved tools to evaluate ergonomic risk;
- Managing the implementation and verification of ergonomic solutions;
- Maintaining required documentation;
- Participating in ergonomic reviews and sign-offs for new tooling and equipment; and
- Providing "high-hurt" data to new model program teams

The Unit Ergonomic Representative LOU is not intended to alter the requirements of the LECs.

At locations where an Ergonomic Representative is recognized per the Unit Ergonomic Representative LOU, this

position will serve as co-chair of the LEC. The existing nationally appointed Ergonomic Representative will be converted as specified during the implementation of the Unit Ergonomic Representative LOU. In the case where more than one Unit Ergonomic Representative is nationally appointed, the NJCHS will recognize a co-chair.

- Alternate Ergonomic Representative(s) will be designated by the Vice President and Director, UAW, National Ford Department.

The Ex-officio Co-chairs may submit a joint request to the NJCHS Co-chairs for approval to temporarily authorize additional hours to the LEC, as a group, based on local needs.

Any issues regarding the release of employees to conduct their ergonomic duties will be referred through the Issue Resolution Process.

Should problems arise concerning the proper functioning of the local ergonomic process, including availability of appropriate engineering or technical resources, the issue should be referred through the Issue Resolution Process.

The Company will continue its ergonomic activities at the corporate level including training for hourly and salaried employees. The NJCHS may review the LEC activity by generating the semi-annual report using ErgoRx.

One hourly and one salaried member of the LEC, **and the Pro-active Champion and the properly appointed UAW Alternate Ergonomic Representative** at each manufacturing location, will be required to be certified to a level of core competency in ergonomics. This process will be developed and administered by the NJCHS.

In addition, the NJCHS sponsors an annual training conference for LEC co-chairs and designated members of their committees to review project funding procedures and other ergonomic administrative matters and to share information on successful ergonomic projects. Additional content will be added as jointly decided by the NJCHS to maximize the effectiveness of the members of the committee. The NJCHS will continue to sponsor joint ergonomic meetings with Manufacturing Engineering to facilitate issue resolution, information sharing, and steering functions as needed.

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MEMORANDUM OF UNDERSTANDING FOR
THE HEALTH AND SAFETY OF EMPLOYEES

The Union and the Company recognize that "area ergonomic committees" are a natural evolution of the UAW-Ford Ergonomics Process in certain large manufacturing operations and locations that have distinct areas each with unique problems and solutions. Area committees, where mutually agreed to, will meet on a regular basis and report to the central LEC for direction, support and coordination of ergonomic activities. The local parties should decide if the function of these committees can be included with that of other established teams or committees. Problems that arise concerning the establishment or functioning of area ergonomic committees will be referred through the Issue Resolution Process.

The Company will encourage representatives of major suppliers of production machinery and equipment to attend appropriate ergonomic training. Company Ergonomics Technical Bulletin 1.0 and subsequent documents were developed describing the UAW-Ford Ergonomics Process. These documents outline the use of Design for Ergonomics concepts as design specifications for new and retrofitted machinery and equipment and the development of standards or best practices for specific types of machinery and equipment.

The parties understand the importance of implementing sound ergonomic guidelines at the earliest stages of the product/process development cycle. In that context, the Company has allocated resources in VO and PTO Manufacturing Engineering to manage the design for ergonomics process. This process includes ergonomic principles in product/process design, identifies procedures/guidelines and best practices, and establishes a review procedure for appropriate machines, equipment and workstations. Engineers review the principles, procedures/guidelines, and best practices outlined in the Design for Ergonomics process. Lessons learned from past programs are identified by LECs in ErgoRx and are taken into account.

An ergonomic training strategy has been developed by the NJCHS that addresses appropriate methods, contents, participants, procedures and resources to deliver the training, including advanced courses.

The Company and the Union recognize the benefits of guidelines to identify ergonomic risk factors, to prioritize jobs needing ergonomic improvements and to establish measurables with timing and progressive checkpoints for review with Company management and the NJCHS. The development of these standard methods has been

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provided to NJCHS through such mechanisms as semi- annual reports and ErgoRx.

Ergonomic issues are identified through employee medical reports of injury and illness, employee complaints and reports, and through the use of risk analysis. A good faith effort shall be made to conduct an initial job analysis within two weeks after a concern is placed on the concern log. Appropriate ergonomic job analysis will be performed and documented within one month after a concern is entered onto the LEC Concern Log. Each facility will use ErgoRx to record progress with ergonomic modification efforts. A good faith effort will be made to implement permanent ergonomic solutions within a six (6) month time frame after the LEC determines that corrective action is required and has prioritized the remediation. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and the reasons need to be documented in ErgoRx. Formal follow-up on improvement actions should be completed within one (1) month after the final solution is in place to confirm its effectiveness.

The Company agrees that it will not remove ergonomic support personnel, job rotation, equipment, job aides (such as ergonomic chairs, mats, and tools) and mechanical assists, that are currently in use for ergonomic reasons without mutual agreement of the LEC co-chairs. Unresolved concerns to this process will be escalated through the Issue Resolution Process.

Ergonomic analysis tools are an appropriate approach to resolve ergonomic problems. Tools that will be used by the LEC for evaluating risk factors are documented in FAS08-402 and Ergonomics Surveillance Tool (EST) that was developed through the NJCHS Ergo research project, or other approved ergonomic analysis tools.

- No Hands in Dies
  Almost all stamping operations utilize automatic feeding equipment. However, the parties continue to recognize the potential danger of employees placing their hands into the point-of-operation of mechanical power presses. The Company's policy in this regard is restated as follows: "Company policy has been and continues to be 'No Hands in Dies.' Implementation of 'No Hands in Dies' in the plant requires provision for appropriate hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into

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the point of operation. In addition, well defined procedures for use of press slide locks, safety blocks and lockout points for maintenance and setup personnel are imperative."

- Communications
  The Company and the UAW agree to continue to explore methods to further improve communications between the parties on health and safety matters. In this regard, the NJCHS will be given advance notice of proposed and updated Company standards and standards deviations. The NJCHS will be made aware of significant events as part of the initial communication. UAW Health and Safety representatives will continue to receive copies of Industrial Hygiene Reports, Company standards, single point lessons, and significant incident reports. The UAW Health and Safety Representative(s) are provided computer access to MATS, OHSIM, and the Company's email system. In addition, computer access to Safety Talks is provided. The NJCHS will be given access to injury investigation data upon request. The NJCHS and UAW Health and Safety Representatives will be given access to ISN or equivalent upon request to review contractor safety related records.

- Preventive and Environmental Maintenance and Plant Housekeeping
  An important element of the Company's preventive maintenance program is to conduct regularly scheduled preventive maintenance on safety-related items requiring periodic inspections. The Unit Health and Safety Representative will be permitted to review preventive maintenance records upon request.

- Industrial Hygiene/Occupational Health
  The Company continues to recognize its obligation to provide a safe and healthy working environment. Accordingly, the Company is committed to the continued improvement of the services provided by its industrial hygiene staff.

  As part of the improvement effort, the Company recognizes the need for establishing periodic surveillance programs designed to monitor unique health concerns and associated abatement procedures. The Company will continue to utilize professionally accredited hygiene laboratory services. The Company also will continue to provide employees who are exposed to known harmful physical agents or chemicals, at no cost to them, those medical services, physical

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examinations, and other appropriate tests, including lung function at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. In addition, the Company will continue to administer to employees in jobs with special physical requirements the specific tests as required by state or federal regulations. A written report of the results of such examinations or tests which are related to occupational exposure will be provided to an employee upon the employee's request.

These results, and those instances where a breathing zone air sample is collected, as well as instances where the Industrial Hygiene section determines that an employee has had a personal exposure exceeding the permissible levels as set forth in 29 CFR 1910.1000, Air Contaminants or other applicable standards adopted by the Company, will be entered on the employee's medical record and will be provided to the employee. Also, upon the employee's written request, copies of such information will be forwarded to the employee's personal physician.

The NJCHS and the Company's Industrial Hygiene staff will regularly review established permissible exposure limits in light of available scientific evidence to determine if change is required. The Company will continue to use the American Conference of Governmental Industrial Hygienists chemical Threshold Limit Values as guidelines to control health hazards. Exposures exceeding 50% of the TLV shall result in additional monitoring and corrective actions if warranted. The Company will advise the NJCHS of TLVs that are not feasible. The Company agrees to discuss limits lower than OSHA Permissible Exposure Limits, where necessary, taking into consideration such things as OSHA proposals, NIOSH recommendations, consensus standard recommendations and other validated and consensus scientific evidence.

Additionally, the Unit Health and Safety Representative may continue to use technologically current direct reading equipment, such as for measuring noise, air contaminants and air flow, which is provided to local Company Safety Representatives or is specifically authorized by the Company's Occupational Health and Safety Department for use by the local Company Safety Representative. In the event concerns are identified that are outside the internal or external thresholds, Industrial Hygiene

recommendations will be reviewed, with the intent to implement, within the plant SPRB meeting. Unresolved issues will follow the Issue Resolution Process.

Finally, during plant industrial hygiene reviews, the Company will survey facility ventilation systems for proper application and function. Significant occupational health concerns related to ventilation will be referred to the NJCHS for review and subsequent discussion, if considered necessary by that committee, with the appropriate Operations SPRB. In reviewing such occupational health concerns, the NJCHS will consider the need for further study, including the possibility of a pilot research project as warranted.

When outside industrial hygiene services are used, the Company will, in advance of the services being performed, notify the Local Union of the identity of the supplier. ~~The results of any such services will be provided to the UAW Health and Safety Representatives.~~

The UAW Health and Safety representatives will be given the opportunity to jointly participate in industrial hygiene services and will be provided the results of any such services.

The Company will ensure that NA Construction Specification 23 02 00 for ventilation is followed during major facility and process changes. Unresolved concerns to this process will be escalated through the Issue Resolution Process.

Ventilation equipment will be tracked in the preventive maintenance system and categorized as a safety PM.

The NJCHS will facilitate a periodic meeting, or upon request, with Industrial Hygiene to review sampling work plans, results from sampling done, paint booth maintenance and oversight, work plans initiated from sampling and proactive measures, and collaborative opportunities to improve the process or potential exposures in our facilities.

To continue improvement in the overall working conditions of employees in machining operations, the Company will strive to continue as the industry benchmark.

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MEMORANDUM OF UNDERSTANDING FOR
THE HEALTH AND SAFETY OF EMPLOYEES

The OSHA Standard presently has set an oil mist personal Occupational Exposure Limit (OEL) of 5.0 mg/m3. The Company has established an internal employee exposure level of 1.0 mg/m3 and will continue to strive toward reducing employee oil mist exposures. Personal exposures of 50% or more of the Company's internal employee exposure level will be treated the same as our approach stated above to TLV's. The Company will collect enough personal samples to identify employees exposed above 0.5 mg/m3. When an employee's exposure in a similar exposure group (SEG) is found to be greater than 0.5 mg/m3, personal sampling for the SEG will be conducted annually to identify opportunities and to take appropriate steps to improve.

The Company will specify that new equipment be engineered and designed to attain a level of 0.5 mg/m3 for initial start-up and efforts will be made to maintain this level after start-up.

The NJCHS will evaluate the locations and frequency of oil mist mapping to ensure safe exposure levels are maintained. Each applicable facility will be provided the device to monitor oil mist levels during the winter months and more frequently if required in areas identified over 0.5 mg/m3 to identify exposure sources. When mist mapping is required, data collection will be conducted by PTO Manufacturing Engineering. The Unit H&S representative will be trained and must be present during mist mapping.

Progress on the overall topic will be discussed annually with the NJCHS including the status and progress on personal exposures above 0.5 mg/m3.

Medical Surveillance (consisting of a standardized respiratory symptoms questionnaire) for respiratory effects of machining fluids will be offered to employees who regularly work in operations with machining fluids. Records of laboratory testing on coolant systems and coolant additions will be maintained and, upon request, made available to the Unit Health and Safety Representative(s).

The NJCHS will meet periodically or as needed upon request with Corporate Medical to discuss concerns, trends, improvements, best practices and other collaborative topics as jointly agreed to.

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MEMORANDUM OF UNDERSTANDING FOR
THE HEALTH AND SAFETY OF EMPLOYEES

To assist in educating employees on heat stress symptoms, precautions, and procedures, the Company Heat Stress letter will be distributed annually to facility joint leadership. The contents of the annual heat stress letter will be shared, in advance, with the NJCHS for review and input. Information on heat stress will also be provided annually to all employees. Local heat stress plans will be forwarded to the NJCHS for review. Modifications to the heat stress program will be completed jointly by the NJCHS and Corporate Health and Safety to ensure the effectiveness, viability, and adherence of the program.

To ensure appropriate preparations are taken prior to the onset of cold weather, the Company will issue an annual Cold Weather Preparedness letter to be distributed to facility joint leadership. The contents of the annual Cold Weather Preparedness letter will be shared, in advance, with the NJCHS for review and input. Modification to the cold weather preparedness plan will be completed jointly by the NJCHS and Corporate Health and Safety to ensure effectiveness, viability, and adherence of the program.

- Noise Control and Hearing Conservation
  The Company will continue to administer a noise control and hearing conservation program which emphasizes the reduction of noise exposure to employees. This program will continue to provide for periodic employee noise exposure studies to determine

  the need for noise abatement actions, employee hearing protection, employee hearing conservation training, and employee audiometric examinations. The Plant Noise Engineering Control Coordinator will review local noise control and hearing conservation efforts with the Unit Health and Safety Representatives to provide ample opportunity to discuss efforts and provide input into noise control and hearing conservation plans. The Company will provide appropriate training to the plant noise engineering control coordinator to support the following:

  - ensure audiometric testing is performed for employees exposed above 85 dBA (8 hour TWA),
  - perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Plant Safety Process Review Board,

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- provide annual reports to show the effectiveness of the noise control and hearing conservation process,
- ensure provisions of Ford Manufacturing Standard SX1(Noise Control) are met, and the NJCHS will be notified of deviations to the noise standard prior to its approval, and
- identify planned maintenance items related to noise control.

Noise control and hearing conservation will be reviewed at the PSPRB. The NJCHS will review the plant's noise control and hearing conservation process during joint health and safety audits.

The Company will make periodic reports on noise control to the NJCHS upon request, including data on noise exposure levels and the number of employees by location: (1) given audiometric tests, (2) required to wear hearing protection, and (3) having hearing loss. The NJCHS will continue to explore methods for reporting the number of jobs where noise improvements have been accomplished.

- Radon Gas
  The Company agrees to continue to conduct tests at Company facilities where significant levels of radon emissions are suspected.

- Tasks in Isolated Locations
  When assignments involve what are locally recognized as work situations hazardous to an employee, including tasks in isolated locations; basements/roofs; waste treatment; powerhouses and confined, closed-entry spaces; appropriate precautions will continue to be taken in accordance with safe work practices, including air sampling and ventilation when necessary, provision of necessary protective equipment, communications systems, personnel surveillance arrangements, and, as required, adequate support personnel.

  Individual work assignments that require adequate support personnel because of the hazards involved should be reviewed at the Plant Safety Process Review Board Meetings. If not resolved at the PSPRB, the matter will be referred for discussion with appropriate management personnel. If still unresolved, the matter may be referred through the Issue Resolution Process.

The NJCHS will ~~develop guidelines to assist locations in the risk assessment of these assignments~~ **research isolated worker technologies and pilot potential technologies.**

- ~~Tag Procedures~~ **Red Tag Process**

  ~~Each plant has described to the NJCHS its process for maintaining: (1) the Company leak tag program, and (2) Form 1249 Danger Tag process for removing containers, tools, ladders, and equipment from service, and (3) responses to imminent danger situations. These descriptions were prepared jointly and included the use of process flow charts.~~

  Facilities are required to have a red tag process for identifying damaged containers and dunnage needing to be removed from service for repair, replacement, or disposal. The NJCHS agrees to conduct benchmarking to identify process improvements within the red tag process.

- Plant Safety Process Review Boards

  Operations Safety Process Review Boards have been an important pro-active forum to resolve health and safety issues, disseminate corrective actions and to communicate health and safety events such as training programs, conferences and future programs. The Company and Union agree that joint Safety Process Review (SPR) Boards at the plant level will meet at least once a month to discuss: plant injury and illness incidents/investigations, status of incident investigations, quarterly self assessments on health and safety, status of health and safety training initiatives, action plans based on analysis of injury data, ECPL placarding, preventive maintenance, ergonomics and safety teams, noise control programs, near-miss incident reporting process, outside contractor safety requirements, the status of daily GRASP work area checklists, focused audit findings, heat stress and cold weather preparation plans, parking lot and roof repair, snow and ice plans and issues regarding reviews of new technology and other appropriate health and safety matters.

  If problems arise concerning the availability of funding or other resources to resolve health and

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safety issues, the issues will be referred through the Issue Resolution Process.

Suggested agendas and attendees for these meetings have been developed by the NJCHS. Each SPR Board will be co-chaired by the Plant Manager and UAW Chairperson or, if a co-chair is unable to attend, by a designated representative.

- Safety/Work Teams
The utilization of safety/work teams can be an essential tool to improve each plant's health and safety performance. A safety/work team would consist of employees who undertake a team approach to improve specific health and safety performance in their respective work area. The establishment and utilization of these safety teams will be determined by the Plant Safety Process Review Board. The NJCHS has developed a GRASP reinforcement video and guidelines to define the functions and selection process of safety/work teams. Problems that arise concerning the establishment and proper functioning of safety/work teams may be referred through the Issue Resolution Process.

The NJCHS will continue to utilize worker engagement and team building tools as opportunities are identified during the course of this agreement.

Emergency Response and Notification
The Company will ensure that each manufacturing and parts distribution facility has an effective emergency response plan and a notification system which, as appropriate, includes trained and properly equipped personnel and simultaneous notification or alarm system. ~~Periodic~~ **Annual** drills will be conducted to test the notification system and achieve the best possible response time for the emergency involved. Where Emergency Response Teams (ERT) are established, the Company will train the ERT to the prescribed levels of response as identified in the local Emergency Response Plan. The Emergency Response Core Team will establish the monthly drills and practice sessions and work with the local teams on implementation. The Company will ensure there is a plan to release ERT members to fulfill their training requirements.
Each manufacturing facility will select an ERT coordinator (hourly, salaried, or co-lead) in writing

and shall allocate the appropriate training and time to perform the designated duties as outlined in the

ERT coordinator training program. Local Leadership will monitor effectiveness of the ERT coordinator. PS&L warehouse locations not required to maintain an ERT will have a maximum of two volunteers (in addition to the UAW Health and Safety / Ergonomics Representative) as First Aid/CPR/AED trained responders. There will be an annual review and drill of site specific medical response at each of these locations. These first aid responders will be allowed to participate in emergency medical situations at the facility and allowed access to the appropriate medical equipment.

There will be an Emergency Response Core Team made up jointly of key UAW and Company personnel. This group will develop a charter including meeting cadence, **review plant ERT equipment inventories,** ERT recognition and standing agenda items with the NJCHS. The NJCHS will pursue opportunities to conduct ERT recognition/training (i.e. challenge) annually during the term of this contract.

Each location is required to conduct an annual departmental stand down to address severe weather / natural disaster preparedness. Severe weather and natural disaster preparedness messages should be based upon the local Emergency Response Plan risk assessment.

- Near-miss Reporting.
Fostering a near-miss reporting process that is a valued cultural principle is crucial to injury prevention.

Each location will establish a near-miss reporting process with an option of reporting anonymously. The reporting process must ensure that employees clearly understand and are encouraged to report near-miss incidents without fear of reprisal. This process will include a provision for feedback to the originator. Near-miss information will be shared with workgroups as appropriate.

The NJCHS will help define the scope of near-misses and develop a communication strategy to refresh key components of the near-miss reporting process.

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- Worker Memorial Day
  In remembrance of workers who have lost their lives while on the job, the parties agree to pause for a moment of silence annually, on a date specified by the National Ford Department. Each location will receive instructions prior to the specified date.

The parties recognize the uniqueness of non-manufacturing locations with regard to training programs and other health and safety issues. The NJCHS will work with these locations to identify the appropriateness of programs and processes to meet the intent of the joint health and safety initiatives.

Finally, it continues to be understood that, with respect to the parties' joint health and safety initiatives, nothing in the agreements, booklets, manuals, or joint programs is intended to make, and should not be construed as making, the International Union, Local Unions, Union Health and Safety Committees and Union officials, employees or agents legally or financially responsible for either the health and safety of Company employees or for any job-related injury, illness, death or related losses incurred by employees of the Company or its subsidiaries or by third parties while on property of the Company or its subsidiaries.

This Memorandum supersedes and supplants the ~~2015~~ **2019** Memorandum set forth in Appendix S.

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APPENDIX T

MEMORANDUM OF UNDERSTANDING ~~NATIONAL PROGRAMS CENTER~~; EDUCATION, DEVELOPMENT AND TRAINING PROGRAM

INTRODUCTION

~~The UAW and Ford Motor Company have partnered to develop one of the most comprehensive and far reaching education and training programs in either the private or the public sector. The parties' relationship has produced significant breakthroughs in health and safety, quality, efficiency, customer satisfaction, and employee work life improvements that have been important to Ford's competitiveness and its ability to provide job security for UAW represented Ford employees.~~ The Education, Development, and Training Program (EDTP) is one of the original joint programs first negotiated by the UAW and Ford Motor Company in 1982. Over the years, the program has grown to provide members a comprehensive selection of education benefits, allowing them opportunities to improve on the job and broaden their skills for career development and personal growth.

The Education, Development, and Training Program is supported by two Joint Trusts: the UAW-Ford Labor Management Committee (LMC) Joint Trust, and the UAW-Ford Voluntary Employees' Beneficiary Association (VEBA) Joint Trust. As an LMC, the National Joint Education, Development, and Training Program Committee administers the program and manages providers to ensure employees have a wide selection of education benefits to meet their vocational and aspirational needs. It also develops and administers certain training programs to employees, as approved by the relevant Joint Governing Body (JGB). The VEBA provides financial support for the EDTP tuition benefits.

The parties recognize that to function successfully in the modern automotive market, employees must have additional skills, greater competencies and expanded technological expertise to meet future safety, quality, productivity, and job security goals and the competitive challenges of the marketplace. Education, training, and development are essential to give employees the capability to solve difficult problems, develop creative solutions to workplace

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issues, and harness the power of advanced technologies that are used by Ford Motor Company's production and distribution facilities.

The UAW and Ford Motor Company reaffirm their commitment to provide employees with options to pursue their educational goals. The parties agree to maintain a comprehensive education and training program with the objective of helping employees to thrive personally and professionally, and to improve Ford Motor Company's competitive position. The focus of the Education, Development, and Training Program will be to provide access to training and education opportunities for employees, including (but not limited to):

- Skill enhancement gained through a college education;
- Work group skills and relationships;
- Career and personal development for employees impacted by plant closings or other major restructuring actions; and,
- Communication, motivation, and positive work habits

~~To function successfully in the 21st Century, additional skills requiring greater competencies and technological expertise are required to meet future safety, quality, productivity and job security goals, as well as, the challenge of future competition.~~

~~The parties must jointly improve their capabilities to match the power of the advanced technologies that are reaching every corner of the plants. The parties must jointly provide the training that will give UAW represented Ford employees the capacity to solve difficult problems and achieve creative solutions.~~

~~The Company and the UAW reaffirm their commitment to the principles and objectives of the UAW-Ford Education, Development and Training Program and to the various Joint Programs and activities, the parties have established or have supported thereunder. In addition, the parties agree that new programs and activities may be funded when authorized by the Joint Governing Body.~~

~~JOINT GOVERNING BODY (JGB)~~

APPENDIX T

MEMORANDUM OF UNDERSTANDING
~~NATIONAL PROGRAMS CENTER~~ EDUCATION, DEVELOPMENT AND TRAINING PROGRAM

~~A Joint Governing Body, consisting of an equal number of representatives of the UAW and the Company, selected from within or outside their respective organizations by the Vice President and Director of the UAW National Ford Department and the Vice President, Labor Affairs, Ford Motor Company, will provide general direction and guidance to establish policy and provide funding for the UAW Ford National Programs Center, Education, Development and Training Program, and other agreed upon activities.~~

~~The Company and/or the UAW will provide a reasonable amount of legal, accounting and other professional services to assist the JGB. The Company will endeavor to provide these and appropriate other services that the Company has or can readily obtain, on a reasonable, mutually agreed upon cost basis.~~

~~Members of the JGB will meet annually to assess programs and to determine if progress is being made toward accomplishing their principal objectives and if the needs of the parties are being met. In light of these considerations, the JGB may decide whether the joint programs should be continued, reinstated, modified, realigned or discontinued. The JGB may at such time or at any time thereafter as mutually agreed upon take such action as provided in the Collective Bargaining Agreement (Agreement) or the Settlement Agreement.~~

~~UAW FORD NATIONAL PROGRAMS CENTER (NPC)~~

~~A UAW Ford NPC has been established as a separate and distinct entity to provide a focal point for the parties' efforts. The NPC is under the general direction and guidance of the JGB. Staffing of the NPC is subject to approval of the JGB. It is understood that the Company and the UAW jointly, through the NPC, will continue to make available a wide range of educational, training and retraining services and activities, as well as support other joint activities as agreed by the parties consistent with the intent of this Memorandum of Understanding and the level of funding as provided in the Settlement Agreement.~~

~~Principal Objectives~~

- ~~Provide individual and group training, retraining and developmental opportunities to enhance the dignity and on the job skills and abilities of employees, which can lead to greater job security and personal development.~~

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MEMORANDUM OF UNDERSTANDING
~~NATIONAL PROGRAMS CENTER,~~ EDUCATION,
DEVELOPMENT AND TRAINING PROGRAM

- ~~Seek ways of arranging (and, in some cases, providing) for training, retraining and development assistance for employees displaced by new technologies, new production techniques and shifts in customer product preference. Similar efforts would be undertaken for employees displaced as a result of facility closings or discontinuances of operations.~~

- ~~Energize, sustain and support local and national efforts under the UAW-Ford "Best-In-Class" Quality processes, employee participation and other joint activities. Provide research and studies in new techniques and methods to further employee participation, "Best-In-Class" Quality and other joint activities and cooperative efforts between the Company and the UAW.~~

- ~~Provide opportunities for the exchange of ideas and innovations with respect to employee development and training needs within the framework of job requirements and Union/Management relations.~~

- ~~Support national and local initiatives dedicated to the expansion of developmental activities for hourly employees, which would include continuous improvement training, generic technical literacy applications, technical readiness training, versatility training, and training in support of activities to maximize employee capabilities;~~

- ~~Coordinate use of existing resources within the Company and the UAW to assist, where feasible, in meeting employee educational/training needs;~~

- ~~Promote and publicize the parties' training/educational activities to encourage similar constructive undertakings that are clearly in the interest of the private sector as well as the public sector;~~

- ~~Invite high-level academic, professional, government, labor and industry representatives to conduct/participate in national and local conferences for Union, Management and employee related to the NPC's objectives;~~

- ~~Commission studies and research activities (both internally and by outsiders) on topics of mutual interest and importance to the parties;~~

- ~~Sponsor international, national, regional and local conferences, workshops, meetings and seminars to promote joint cooperative efforts and related subjects;~~

- ~~Serve in an advisory capacity to those locations which may be interested in setting up their own training centers; and~~

- ~~Establish public advisory committees to provide assistance and counsel to the JCB.~~

~~Education, Development and Training Program (EDTP).~~
~~Establishment of the EDTP has provided the parties with unusual opportunities to develop and implement a wide variety of mutually agreeable training and education programs and services, as well as support other joint activities. These activities focus on the needs of all employees and include specific efforts to assure Union and Management representatives are trained in participative, cooperative techniques and concepts. Additionally, In-Progression employees will be covered by the joint activities as outlined in Appendix V, Section V.~~

~~The parties recognize the EDTP: provides added impetus and ongoing resources to involve employees to a greater degree in relevant workplace matters and to improve worklife; enhances occupational and work group skills, thereby contributing to greater job security and competitiveness; provides employees affected by plant closings or other major capacity restructuring events the opportunities for career and/or personal development; stimulates and sustains employee contributions through communication, motivation, changes in attendance and work habits and inter group relationships; supports mutual goals of achieving the highest product quality and operational competitiveness; supports and encourages displaced employees; and, finally, contributes in a focal way to the parties' endeavors and goals.~~

The parties reaffirm that training/educational courses can be made available to upgrade/sharpen present job skills, provide updating on the state-of-the-art technology for

~~skilled and semiskilled~~ employees based on present and anticipated job requirements and improve the job satisfaction and performance of all employees.

~~The~~ EDTP is not intended to replace the Company's obligation to provide the training specified in the Agreement and letters of understanding (e.g., apprentice training, skilled trades training, etc.); however, notwithstanding this intent, the parties agree that EDTP funds may be used for joint endeavors in support of such programs, projects and activities newly specified in the Agreement, or as subsequently agreed by the JGB, as eligible for EDTP funding. In this regard, the parties agree that it would be inappropriate to use EDTP funds to train employees who will be required to service newly introduced technology. However, use of these funds, when agreed by the parties, to provide subsequent general training of other tradespersons on this equipment to broaden their skills is appropriate. Further, EDTP funds should not be used for training of skilled tradespersons to implement a newly negotiated change in classifications, but the use of EDTP funds to freshen or update generally the skills of tradespersons is appropriate.

~~A. Principal Objectives of the EDTP~~

~~A major objective of the EDTP is to recognize the significant progress of UAW represented Ford employees in the area of formal educational development and also to develop a program vehicle that will prepare the organization and its people for the work environment of the 21st Century. This can only be done by creating a learning organization that involves its employees at every level of training, education and all facets of program administration. This new learning organization should encompass all educational experiences undertaken by employees both inside and outside of the workplace.~~

~~Therefore, under the direction of the UAW Ford JGB, the EDTP principal objective shall be the continuation of a program dedicated to a university style approach to workplace education and training: one that recognizes and rewards group and individual achievement, provides research and development on advanced education, training and communication technologies and helps prepare UAW represented Ford employees for the workplace of the future.~~

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APPENDIX T

MEMORANDUM OF UNDERSTANDING
~~NATIONAL PROGRAMS CENTER,~~ EDUCATION,
DEVELOPMENT AND TRAINING PROGRAM

Responsibilities and Functions of the **National Joint Education, Development, and Training Program Committee**

While various administrative, procedural and eligibility details of the EDTP will be resolved by the JGB, the EDTP~~'s~~ **Committee's** efforts and resources should take into consideration:

- Identifying education, training and retraining needs ~~(including updating on state-of-the-art technology for skilled and semiskilled employees)~~ for both active and displaced **UAW-represented** employees by utilizing various sources such as ~~operating components~~, Local Unions, studies, surveys, research and employees themselves;

- Identifying existing educational resources, publicizing them to meet employee needs and encouraging employee participation;

- Providing local on-site classroom training ~~and outside consulting services (where needs cannot be met through existing internal resources),~~ **facilitated by local plant EDTP/ESSP Representative, with approved providers,** and training trainers, etc., to deliver required training;

- Determining the level and type of educational, training and retraining assistance that is available and may be provided to displaced employees, including pre-layoff counseling in the event of indefinite layoff without the prospect of recall or future Ford placement and financial aid to cover in whole or in part tuition costs and fees for courses/classes that contribute directly to enhancing the employability of such employees**; and**

- Maintaining contact with Company and UAW field organizations to provide visibility for ~~the~~ EDTP and promote participation.

Employee Tuition Plans

Employee Tuition Plans for active and inactive UAW-represented seniority Ford employees will be continued and funded under the ~~EDTP~~ **UAW-Ford Voluntary**

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Employees' Beneficiary Association (VEBA) Joint Trust. In-Progression employees will be entitled to Tuition Assistance - Active workers and Tuition Assistance - Inactive workers; as it relates to the guidelines established below. **Temporary employees will be eligible for all tuition assistance benefits detailed in Appendix T: Tuition Assistance - Active Workers (below), except for Educational Enrichment Courses, commencing as of the 90th day following date of hire or rehire.**

The Employee Tuition Plans will continue to be administered by the UAW-Ford **VEBA** under the general guidance of the **VEBA** JGB and in accordance with the terms and conditions established by that Body from time to time.

The ~~NPC~~ **VEBA JGB** has the authority and discretion to interpret the terms of the Employee Tuition Plans, including but not limited to the authority and discretion to approve schools and courses and to issue guidelines interpreting the Employee Tuition Plans.

Courses taken under the Employee Tuition Plans will be subject to applicable federal, state, and local income tax provisions, (current ~~2019~~ **2023** federal non-taxable limit is $5,250).

Tuition Assistance - Active Workers

Education Training Assistance Plan (ETAP), the basic education and training assistance feature of the Employee Tuition Plans provides for prepayment of tuition, and approved fees and books up to $~~6~~**8**,000 per calendar year for approved courses leading to GED, Associates Degree, Bachelor's Degree, Master's degree or Ph.D. and approved Certificate/Diploma Programs from regionally accredited educational institutions; up to $~~6~~**1,0**00 of the $~~6~~**8**,000 may be used for the purchase of books. ETAP generally covers:

- all courses required for high school completion (or high school equivalency certificate);

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- university, college, business, trade, or vocational school courses or adult education classes.

- Personal Development Assistance (PDA)
The PDA feature of the Employee Tuition Plans provides for prepayment of tuition and approved fees included but not limited to testing and licensing fees and books up to $~~3~~4,000 per calendar year upon approval of the ~~Joint Governing Body~~ **VEBA JGB**. The focus of this program will include job related education and training for active employees; job related courses in the areas of technical skills, communication skills, and computer application courses that may prepare active employees for future job opportunities; and career related training for employees affected by announced plant closings or other major capacity restructuring events. Examples of this would include certifications or licenses required for certain occupations, targeted training, piloted courses and others approved by the **VEBA** JGB.

  - Educational Enrichment Courses - $1,500 of the $~~3~~4,000 PDA allotment may be used for Educational Enrichment Courses, that include non-credit or non-degree courses mutually agreed upon by the ~~Joint Governing Body~~ **VEBA JGB**; including tuition, approved fees and books. These courses are to be taken at approved educational institutions.

Active employees participating in both the ETAP and PDA features of the Employee Tuition Plans will not be eligible to receive more than an aggregate of $~~6~~8,000 of assistance for tuition, approved fees and books (up to $~~6~~1,000 may be used for the purchase of books for approved ETAP/PDA courses) during any one calendar year. Similarly, any tuition assistance received by a recalled employee while on layoff during that calendar year would be counted against this $~~6~~8,000 aggregate limit.

- Deceased Employee - Spouse/Dependent Eligibility

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The spouse or dependent child(ren) of an employee who dies while on the active rolls, or while on a medical leave (active or inactive), will be entitled to utilize the remaining balance of the employee's tuition assistance eligibility plus one additional year, excluding any advance payment, for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death. The spouse or dependent child(ren) will receive information about ETAP benefits related to approved tuition, books and fees from the EDTP Department of the UAW-Ford ~~National Programs Center~~ VEBA in the letter mailed to the surviving spouse or dependent child(ren).

Tuition Assistance - Inactive Workers

- National Vocational Retraining Assistance Plan (NVRAP)
  The maximum amount of tuition, books and approved fee assistance under the NVRAP feature of the Employee Tuition Plans will be $9,400 while an employee is on indefinite layoff.

  Eligibility for such assistance is established by seniority as of the last day worked prior to layoff as follows:

Years of Company Seniority	Total Maximum Amount
1 to less than 3 Years	$7,400
3 to less than 4 Years	$8,400
4 or more Years	$9,400

  The above specified amounts will constitute individual accounts upon which employees may draw so long as they retain recall rights while on indefinite layoff. In no event will total assistance to an employee exceed $68,000 per calendar year and the total maximum amount specified above in any four consecutive calendar year period of indefinite layoff, which period begins on the date the employee begins to draw on the Employee Tuition Plans.

- Tuition Assistance - Employees on Certain Leaves of Absence

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APPENDIX T

MEMORANDUM OF UNDERSTANDING
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Seniority employees on **all** approved leaves of absence under Article VIII, Section 31 of the Agreement~~, provisions a, b, c and d~~ are eligible to participate in the Employee Tuition Plans of the EDTP consistent with all other provisions of the Employee Tuition Plans.

Employees who are on approved educational leave of absence under Article VIII, Section 31 (e)of the Agreement are required to reimburse the Company for tuition paid, if they voluntarily quit during the leave or after returning to work, fail to work for a period equal to the time granted for the educational leave.

- Education or Training Recall Deferral
  Laid-off seniority employees recalled to their basic seniority unit, who are engaged in education or training courses under the Employee Tuition Plans will, upon notice and subsequent presentation of satisfactory evidence of course enrollment to the Company, be permitted to defer their return to work to complete the courses in which they are then enrolled. Those employees electing to defer their return to work under these circumstances will remain on layoff status until their completion of or discontinued participation in the courses in which they were enrolled at the time of recall.

  If such employees apply for reinstatement within five days of the date their courses are completed or participation is discontinued, and satisfactory evidence of continuous participation in the courses is presented by the employees, they will be reinstated at work in line with their seniority status at their basic seniority unit; otherwise they will be deemed to have voluntarily quit.

- Daily Allowance for Laid-Off Employees Utilizing Certain Features of the Employee Tuition Plans
  A daily allowance of ~~$20~~ **35**.00 may be established through the Employee Tuition Plans to help offset expenses incurred by seniority employees on layoff who are not receiving Supplemental Unemployment Benefits or Guaranteed Income Stream benefits while participating in full-time targeted vocational retraining programs, job seeking skills workshops, or other formal job

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placement counseling or related services arranged or approved by the UAW-Ford ~~NPC~~ **VEBA**.

Such allowance would be reduced by any other allowance or similar payment displaced workers would be eligible to receive from other sources, including federal, state or local government programs.

~~Enhanced Apprenticeship Training~~

~~Enhanced apprenticeship training may be considered for potential funding. In addition to present education and training efforts, the following apprentice program concepts will remain as follows.~~

- ~~Develop the means to deliver more uniform apprenticeship related instruction at all locations having an apprenticeship program.~~
- ~~Conduct task analyses of the various apprenticeable trades so that shop area learning and performance objectives can be expanded to all locations as conditions permit.~~
- ~~Adopt as standard elements of the apprentice program the highly successful core skills training for new apprentices and in course progress assessment of participants mid way through the program.~~
- ~~Pilot a graduation requirement and assessment to verify delivery of appropriate shop training and related instruction, and to ensure the successful job performance of apprentice program graduates.~~
- ~~Conduct a benchmarking study of exemplary apprenticeship programs to further continuous improvement in all aspects of the Apprentice Program. The benchmarking would focus on industrial trades within and outside the United States.~~

Establishment of ~~the~~ EDTP Programs will not limit the right of either party to provide educational and training programs on the same, similar or other subjects, as each may deem appropriate. Finally, the Grievance Procedure set forth in Article VII of the

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Agreement has no application to, or jurisdiction over, any matter relating to this Memorandum of Understanding.

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APPENDIX U

MEMORANDUM OF UNDERSTANDING
EMPLOYEE SUPPORT SERVICES PROGRAM

I. **INTRODUCTION**

Ford Motor Company and the UAW reaffirm their commitment to the principles and objectives of the UAW-Ford Employee Support Services Program (ESSP). In addition, the parties recognize that balancing the competing demands of the workplace with personal and family responsibilities presents challenges to working men and women as they strive to reach their potential both on and off the job. ESSP has evolved over the past decade to encompass a broad range of programs well beyond the original Employee Assistance Plan (EAP) to effectively address emerging societal changes and the accompanying needs of employees and their families to adapt to these changes.

II. **PROGRAM STRUCTURE**

A. Funding

~~The Education, Development and Training Program (EDTP)~~ **The UAW-Ford Voluntary Employees' Beneficiary Association (VEBA) Joint Trust and UAW-Ford Labor Management Committee (LMC) Joint Trust** will fund the development, central administration, and arrangement of necessary services, regarding delivery of the Employee Support Services Program. The Program and the ~~National Program Center (NPC)~~ **Joint Trust Center (JTC) appropriate** professional staff will assist locations in implementing the Program as well as arrange for necessary promotional, training, professional, referral, and other support services from appropriate national and local Company and external resources.

B. National Joint Employee Support Services Program Committee

A joint ESSP Committee established by the **UAW-Ford Joint Trusts** ~~National Programs Center~~ Joint Governing Body **(JGB)** will direct and guide the Program's development, administration, and delivery at the national level. The Committee will be comprised of representatives of the UAW appointed by the ~~UAW~~ Vice President and Director, ~~of the~~ **UAW** National Ford Department and Company representatives appointed by the Company's Vice President of Labor Affairs. Under the sponsorship of the Joint Governing Body, the effectiveness of these programs will be evaluated periodically by an outside third party.

APPENDIX U MEMORANDUM OF UNDERSTANDING
EMPLOYEE SUPPORT SERVICES PROGRAM

The UAW-Ford National Employee Support Services Program is committed to building better, more effective relationships through the common chartering process. This creates a culture that makes it a common practice to share business goals and objectives and discuss openly and honestly how we will accomplish these goals. The ESSP Charter will be reviewed and updated annually with monthly working matrix meetings discussing the objectives, goals, and contractual commitments of Appendix U.

C. **Local Committees**
Joint local ESSP committees established by local Managements and local Unions will coordinate Program functions and activities at their locations, consistent with the provisions of this appendix and the guidelines established by the National ESSP Committee. The local Union and Company ESSP representatives, local medical activity, as appropriate, and other local program support services are recognized as resources which can assist the local committee in performing its responsibilities. Chaplaincy augments the efforts of the ESSP Program by providing additional support. The parties recognize that alternative counseling techniques provided by a UAW Chaplain will be useful during certain situations.

Proposals and requests for funding concerning delivery of local programs and related services under the ESSP are reviewed and subject to approval by the National ESSP Committee as authorized by the **UAW-Ford Joint Trusts JGB** ~~**National Joint Governing Body**~~.

D. **Local Employee Support Services Program Representatives**

1. Article VI, Section 10 is reaffirmed as being in full force and effect in conjunction with this Memorandum of Understanding.

2. The locations and setup of the local ESSP office will provide a safe, secure working environment. Approved safety measures such as panic buttons and fish eyes will be determined locally with the appropriate parties. The National ESSP Committee will work with the locations that do not have panic buttons, to ensure they are provided locally as required.

3. In order to protect the privacy of the employees utilizing ESSP services, the ESSP office will include secure printing, copying, fax, and cross cut shredding capabilities as determined locally with the appropriate parties. Equipment requests will be

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reviewed by the National ESSP Committee and funded through ~~EDTP~~ **ESSP**. The funding will be limited to $25,000 for the duration of the ~~2019~~ **2023** contract. The equipment will be provided within six months of contract ratification, on an as needed basis.

4. Employee Support Services Representatives may utilize Pool vehicles that are Company-owned during working hours, if available, for Company business transportation. They are assigned to organizational components according to their transportation needs for business use only. Personal use of pool vehicles is prohibited.

5. Efforts will continue toward facilitating the professional development of local ESSP representatives. ~~In this regard,~~ **a**Access to and request for materials, appropriate training, and the use of professional, developmental resources, including materials and resources related to work/family issues, will be supported. **In this regard, the parties agree to support the professional development of ESSP Representatives by mutually evaluating and agreeing on up to two wellbeing conferences during the 2023 contract. Conferences will funded by the UAW-Ford VEBA.**

6. In units of 600 or more employees, one alternate ESSP representative shall be appointed by the **Vice President and Director, UAW** National Ford Department ~~Director~~.

7. To enhance and strengthen the skills of local ESSP representatives, the parties have also agreed:

a) The UAW-Ford National ESSP Committee will provide training for local ESSP representatives in use of national ESSP standards, and how to coordinate these standards with current UAW-Ford ESSP Committee guidelines for the implementation of local program services. Training in the use of these standards and guidelines will be provided annually for local ESSP representatives.

b) Basic training or instruction deemed necessary to qualify a properly appointed alternate ESSP representatives to perform their function satisfactorily will be provided once during the duration of the ~~2019~~ **2023** contract.

c) Newly appointed local ESSP representatives will, after their initial appointment, be provided a

"mentoring" opportunity by National ESSP representatives ~~at the office of the UAW-Ford National ESSP Committee~~. It is expected that new representatives will receive a thorough orientation on the background, history, development, and focus of ESSP, as well as methods for coordinating a quality ESSP program during this mentoring period.

d) UAW appointed ESSP representatives, excluding alternates, will be required to earn an EAP Certification. This certification may be obtained through the Labor Assistance Professional Association (LAP), supported by the LAP membership, or other vendor certification program, mutually agreed upon by the National ESSP Committee. UAW appointed Representatives will be given up to (3) three years, depending on the vendor program, to attain certification. Those representatives who fail to achieve certification will be counseled by the National ESSP Committee Co-Chairs and will be required to take supplemental training with the intent to achieve certification.

e) ESSP Representatives will be required to furnish the National Committee for ESSP a quarterly report, or as requested, on activities at their location, and any additional information which might be requested.

III. **EMPLOYEE ASSISTANCE PLAN**

The UAW and Ford recognize it is of mutual interest to provide a framework within which UAW-~~represented~~ Ford employees voluntarily and confidentially may seek professional counseling, treatment, or other assistance to address personal and family concerns. Similarly, it is in the parties' interests to generally encourage, educate and otherwise help employees pursue more ~~healthful~~ healthy ~~life styles~~ lifestyles~~,~~ and ~~to~~ consistently remind employees of these resources ~~during demonstrated times of need~~. Working together, the Union and the Company can achieve common goals in these areas~~:~~.

A. Central Diagnostic and Referral Agency(CDR) is acknowledged as being critical in the EAP providing confidential counseling. In that regard, the parties recognize that the CDRs play a key role in: the professional, accurate assessment of an individual employee's concern, those of the employee's eligible

family members, and/or those of an organization needing assistance~~, and~~ in developing and implementing strategies to address those concerns. As a result, the parties agree that the ~~Central Diagnostic Referral Agency~~ **CDR** will function as the professional resource and primary service provider for the EAP-related components of the Employee Support Services Program. The CDR also acts as the Case Manager offering assessment, differential diagnosis, treatment plans, and referral services for all UAW represented employees and their eligible dependents covered under traditional health care plans.[1]

The parties recognize that alcoholism and drug dependency are health concerns which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, alcoholism, drug dependency, **mental and** emotional disorders and ~~serious~~ personal or family issues can adversely affect job performance.

The EAP provides for: (1) early identification, intervention and voluntary assessment of employees demonstrating alcoholism or other drug dependency concerns as well as **mental and** emotional disorders or other ~~serious~~ personal or family issues; (2) referral of such employees for professional diagnostic evaluation, counseling or treatment **referral** through the services of a Central Diagnostic and Referral (CDR) Agency; and (3) appropriate follow-up on their counseling or rehabilitation progress.

While the Plan's primary purpose is to assist employees demonstrating such concerns and help Union and Company representatives deal effectively with such situations, it also allows employees to obtain information about available counseling or treatment referral services for ~~immediate~~ **eligible** family members having such concerns.

Employees demonstrating alcoholism, drug dependency, **mental and** emotional, personal or family concerns will be able to seek help voluntarily without having to be worried that their employment status will be affected because they have sought help for such concerns. Such employees, however, would continue to be subject to the same standards of performance and conduct expected of any other employee, irrespective of participation in the EAP. Employees requiring a

[1] Moved from page 6, letter B with modifications.

leave of absence for the treatment of health issues will be provided such leave in accordance with the provisions of the Collective Bargaining Agreement. Insurance benefits, if any, for treatment and absence will be determined in accordance with the Agreement.

B. **Supervisor, Committeeperson, and Labor Relations Representative Training**
An integral part of a successful EAP is training. In this regard, the parties reaffirmed that early intervention by supervisors, committeepersons, team leaders and/or labor relations representatives, to assist employees in obtaining quality, confidential EAP support is an important element in the recovery process. Early intervention is key to helping employees understand how abuse of alcohol and drugs **or mental and emotional disorders** can lead to excessive absenteeism and declining job performance. Supervisors, committeepersons, team leaders and labor relations representatives must be aware of available ESSP resources as tools for early intervention.

To facilitate understanding of their critical roles in the intervention process, the parties agreed to keep updated, with the help of outside technical experts as necessary, the EAP related training module directed toward local supervision, Management, **Labor Relations Representatives, Team Leaders,** and Union leadership. The training will focus on providing supervisors, committeepersons, team leaders and labor relations representatives with basic awareness of their role in Early Intervention with employees, the negative impact of enabling, refresher information on Behavioral Emergency/Critical Incident Stress Debriefing Procedures (BE/CISD), and the impact of work/family issues on employee productivity.

Additionally, information on resources available through ESSP will be provided to employees as a means to emphasize Early Intervention and the availability of ESSP services.

~~A. Central Diagnostic and Referral Agency~~
~~The role of the Central Diagnostic and Referral (CDR) Agency is acknowledged as being critical in the EAP. In that regard, the parties recognize that the CDRs play a key role in: the professional, accurate assessment of an individual employee's concern, those of the employee's family members, and/or those of an organization needing assistance, and in developing and implementing strategies to address those concerns. As a result, the parties agree~~

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~~that the Central Diagnostic Referral Agency will function as the professional resource and primary service provider for the EAP related components of the Employee Support Services Program. The CDR also acts as the Case Manager offering assessment, differential diagnosis, treatment plans, and referral services for all UAW represented employees and their eligible dependents covered under traditional health care plans.~~

C. **Behavioral Emergency/Critical Incident Stress Debriefing Procedures**
It is important to recognize the value of conducting critical incident "stress debriefings" after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc. Appropriate debriefings for employees traumatized by such events are in the best interest of the Union and the Company. In this regard, the parties developed and established a national and local critical incident stress debriefing procedure and national and local procedures dealing with behavioral emergencies which may occur in the work place.

The parties updated the BE/CISD procedures on workplace violence, and agree to survey Local Response Teams (LRT) to determine the need for additional awareness, education and training on the BE/CISD procedures. Additional refresher training will be offered as required.

D. **Support Groups**
It is mutually agreed that there is value in providing social support to employees making positive ~~life style~~ **lifestyle** changes. Where the local parties jointly agree, on-site support group meetings coordinated by a trained CDR or other professional provider(s) retained by UAW-Ford will be permitted for employees, on their own time with appropriate meeting space available.

IV. **WELLBEING PROGRAMS AND FITNESS CENTERS**

A. Fitness Centers
National fitness center guidelines have been established to provide locations with the necessary criteria for the safe and effective fitness center operation. These guidelines will be revised in a timely manner whenever there are changes to the criteria and/or support documents as jointly agreed upon by the National ESSP Committee. Space allocation will be considered for any newly constructed facility with over 200 employees for establishment of an on-site fitness center. Existing facilities that do not

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have an on-site fitness center may submit a proposal for review to the National ESSP Committee to secure equipment to furnish one. Fitness center approval is subject to space allocation and must be previously approved by local Company leadership. **Employees may only use the fitness center that has been designated for their use.**

B. Existing Fitness Centers
Locations will be responsible for facility **enhancements** and other necessary costs that do not qualify for support under the national guidelines. ~~Certain local costs pertaining to facility enhancements, including equipment, may appropriately be charged to Local Training Funds. In this regard, it is understood that such local costs will be consistent with provisions of the Letters of Understanding on Local Training Funds and related guidelines.~~

The Company and Union recognize the importance of maintaining viable equipment in the UAW-Ford sanctioned Fitness Centers. Consistent with new and ongoing wellbeing initiatives, the parties have agreed to establish a process assisting locations in the maintenance, repair, and replacement of specific fitness center equipment, primarily cardio, strength, group exercise equipment and matting in select ~~weighlifting~~ **weightlifting** areas. The UAW-Ford Fitness Center guidelines will be updated detailing the equipment replacement, repair and maintenance process and the steps necessary to apply for central funds, including a professional equipment evaluation.

The parties have discussed the concerns of Parts Supply and Logistics (PS&L) location employees that do not have access to onsite or near-site UAW-Ford Fitness Centers. The parties have agreed to provide employees in designated PS&L locations, up to ~~$250~~ **$350** per year at an approved provider. The UAW-Ford Fitness Center Guidelines will be updated to detail the eligibility and individual fitness center membership application process. Requests for fitness center equipment maintenance, repair, replacement, and individual membership will be reviewed by the National ESSP Committee and funded through the **VEBA Joint Trust** ~~Education, Development and Training Program (EDTP)~~.

Funding for wellbeing initiatives, including fitness centers, will be limited to ~~$2,000,000~~ **$2,500,000** for the duration of the ~~2019~~ **2023** contract, for existing and newly approved facilities and wellbeing programs.

C. Retiree Use of Fitness Centers
Retirees will be eligible to utilize in-plant fitness centers on a space available basis, at non-peak usage periods, when the local fitness center is in operation. The schedule of usage will be determined by the local joint parties based on factors such as location of the fitness center, present hours of operation, present plant membership usage, and other locally determined criteria.

Retirees will be required to present proof of retirement, and complete a liability waiver.

V. ~~CHILD CARE/ELDER CARE/PARENTING~~ Family Consultation
~~Family Consultation~~ and Referral Services
~~The Family Consultation and Referral Services were established to provide employees with a greater understanding of services available for themselves and family members. The Family Consultation and Referral Services include Child Care Consultation and Referral and Elder Care Consultation and Referral.~~

A. The CDR will provide counseling sessions to employees and their eligible dependents for personal issues dealing with child and elder care.

~~The parties explored options for web-based information to identify resources to assist in child care, adoption assistance, education assistance, elder care and parenting education. In addition, a committee comprised of representatives from the National ESSP Committee and local ESSP Representatives explored and identified community resources to assist in these areas. Information gathered by the committee will be updated and shared with all local ESSP Representatives.~~

~~Child Care Consultation and Referral Program~~
~~For employees with child care needs, a consultation and referral service is available. The service assists employees in finding and selecting quality child care suited to their individual needs and requirements and provides information intended to make them more informed consumers of child care.~~

B. The National Committee will provide information on the latest child care discounts available to employees on the UAWFord.Org website and send the information to be disseminated by ESSP Representatives. Counseling will be provided by the CDR for family issues.

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In many locations, community based child care resources and options available to employees are limited, especially for those employees working different shift/crew patterns. In an effort to increase these resources, the UAW-Ford National ESSP Committee will research ways to provide assistance to meet the needs of employees, especially those working different shift patterns. These efforts may include but are not limited to partnering with internal and external resources to identify national child care providers located near Company work locations to provide discounted child care for employees.

C. Adoption ~~Assistance~~ Counseling

~~The Adoption Assistance service helps employees who are contemplating or pursuing the adoption of a child, domestically or internationally, with finding information on the process of adoption in order to make a well informed decision.~~

1. Employees and eligible dependents managing the adoption process may utilize the CDR for family counseling.

2. Mental and Emotional Support Counseling for Employee Educational Decisions

~~Education Assistance~~

~~The Education Assistance service helps employees who are planning for their children's education beyond high school select a college, university or vocational school appropriate to the interest and talents of the child. The service can also help parents locate sources of financial assistance, if available.~~

~~Elder Care Consultation and Referral Program~~

~~For employees having responsibility for the care of elder relatives, a consultation and referral service is available. The service acts as a liaison by providing information about the programs and services available. It helps the employee make an informed decision in locating appropriate care.~~

3. Employees struggling with higher education decisions for themselves or family members may seek the support of the CDR.

~~Funding of the Family Consultation and Referral Services will be provided by the EDTP. Employees will pay the direct cost of care.~~

D. Parenting Education

Resources and information on parenting will continue to be provided to requesting locations by the National Joint ESSP Committee. Locations also may request funding and design support for special local pilot projects in the area of parenting education.

VI. **GENERAL**

It is understood that nothing contained herein or in existing or future statements concerning the ESSP or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company's or the Union's rights or responsibilities under the Collective Bargaining Agreement, nor is the Program intended in any way to create for any employee any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the parties' intent that any programs, approaches or related services provided under the ESSP are not to be construed as benefits or insurance programs.

Finally, the Grievance Procedure set forth in Article VII of the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

This Memorandum of Understanding supersedes and replaces the following letters:

- Child Development Center, dated (9-16-96)
- Employee Fitness Centers and Rehabilitation Units, dated (9-16-96)
- Employee Support Services Program, dated (9-16-96)
- Joint Child Care Initiative, dated (9-16-96)
- Retiree Use of Plant Employee Fitness Centers, dated (9-16-96)

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~~APPENDIX V MEMORANDUM OF UNDERSTANDING UAW-FORD WAGE & BENEFIT AGREEMENT FOR SENIORITY NON-SKILLED EMPLOYEES~~

~~**APPENDIX V**~~

~~**MEMORANDUM OF UNDERSTANDING**~~
~~**UAW-FORD WAGE & BENEFIT AGREEMENT FOR SENIORITY NON-SKILLED EMPLOYEES HIRED ON OR AFTER NOVEMBER 19, 2007**~~

~~During 2007 negotiations, the parties discussed the economic realities associated with the global automotive industry. The parties are acutely aware of the unrelenting competitive pressures that face the U.S. automotive industry and have consistently sought to jointly identify courses of action that would respond to these competitive pressures and help secure the long-term viability of the Company for all employees.~~

~~Together the parties have recognized through several negotiations and agreements, as well as during the present negotiations, that competitiveness, increasing market share and job security go hand in hand. In addition, the parties discussed obstacles the Company must overcome to close the competitive gap to best-in-class competitors and the need to pursue appropriate adjustments that allow Ford to close the competitive gap and to retain present business.~~

~~The parties acknowledged the importance of factors such as cost, quality, and productivity in sustaining and promoting profitable business opportunities at Ford that employ UAW-represented employees. The application and implementation of this Memorandum of Understanding will impact the blended labor cost at all U.S. Ford Motor Company facilities. By taking an Enterprise Wide perspective, the parties can maximize the competitiveness of all functions and facilities while maintaining seniority rights and all current contract provisions for current employees in order to leverage the subsequent positive impact on job security.~~

~~Therefore, in accordance with and as part of the 2019 UAW-Ford National Agreement between the International Union, UAW (hereinafter referred to as UAW) and Ford Motor Company (hereinafter referred to as Ford), the UAW and Ford agree as follows regarding competitive wage and benefit levels, and other matters applicable to certain employees hired or rehired on or after the Effective Date of the 2007 UAW-Ford National Agreement. Except as otherwise specified in this Memorandum, employees hired or rehired on or after November 19, 2007, will be covered in all respects by the UAW-Ford 2019 National Agreement.~~

~~Notwithstanding the foregoing, or anything else to the contrary, this Memorandum applies to all UAW-represented Ford facilities covered by the 2019 UAW-Ford National Agreement.~~

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APPENDIX V — MEMORANDUM OF UNDERSTANDING
UAW-FORD WAGE & BENEFIT AGREEMENT
FOR SENIORITY NON-SKILLED EMPLOYEES

ARTICLE 1

I. Applicability
The terms of this Memorandum apply to all regular full-time employees, hired, rehired, or reinstated on or after November 19, 2007 at all Ford Motor Company facilities covered by the UAW-Ford National Agreement who have not previously converted to non-Entry Level status (hereinafter referred to as "Full-Time Post 2007").

II. Seniority and Transfers
"Full-Time Post 2007" employees are required to meet the terms of Article VIII, Section 4 in order to acquire seniority.

Employees hired, rehired, or reinstated under this Memorandum will be eligible to transfer within classifications in accordance with applicable National or Local Agreement provisions, and may apply and be transferred, if qualified, to the skilled trades, or apprentice classifications. Notwithstanding any such transfer, these employees will continue to be covered in all respects by this Memorandum.

III. Wages and Other Economic Matters
Present and future employees covered by this Memorandum will receive rates of pay in accordance with paragraphs A through C below:

A. Production Employees (excluding Rawsonville and Sterling).

a. Employees hired, rehired, or reinstated on or after November 19, 2007 and prior to the effective date of the 2019 UAW-Ford National Agreement, shall be placed at a rate in accordance with their current base rate step effective November 18, 2019 in accordance with Table 1, Column B below and will receive base wage increases in accordance with the Table 1 schedule below.

Employees hired, rehired or reinstated prior to the Effective Date of the 2019 UAW-Ford National Agreement classified as "Full-Time Post 2007" will remain at their current wage rate (Table 1 Column B) until they become eligible for their initial "weeks worked increase" (Table 1, Column C) based on 52 actual weeks worked. These employees will move into the "Post 2019 Wage Scale" with the effective date of their initial "weeks worked increase".

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~~APPENDIX V MEMORANDUM OF UNDERSTANDING~~
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~~Unless specified elsewhere in the 2019 UAW-Ford National Agreement, "Full Time Post 2007" employees on the Effective Date of the Agreement and Temporary employees converted to "Full Time Post 2007" pursuant to Appendix K will be placed in Table 1, Column A as having weeks worked based upon their Ford Service Date. The employee will be credited with a "week worked" for each week beginning with the week including the employee's Ford Service Date and ending with the Sunday prior to the Effective Date of the 2019 UAW-Ford Collective Bargaining Agreement. All other "weeks worked" calculations will be based upon actual, not credited, weeks worked.~~

~~If an employee has received their initial "weeks worked increase" prior to September 14, 2020 they will then receive the pay rate listed in column D.~~

~~If an employee has not received their initial "weeks worked increase" as of September 14, 2020, they will receive a 3% wage increase applied to their base rate in effect as of September 14, 2020. This rate will remain in effect until they meet the 52 actual weeks worked requirement and progress to the wage rate listed in Table 1, Column D.~~

~~Employees will progress down Column D, beginning September 14, 2020, and Column E, beginning September 19, 2022, by one spot every time an employee completes 52 actual weeks worked.~~

~~Wage increases for "weeks worked increases" will be employee specific and will be effective on the Monday following the date the employee completes 52 actual weeks worked.~~

~~This Section III, A is not applicable to Sterling and Rawsonville.~~

APPENDIX V — MEMORANDUM OF UNDERSTANDING
UAW-FORD WAGE & BENEFIT AGREEMENT
FOR SENIORITY NON-SKILLED EMPLOYEES

TABLE 1 [1]

		Post-2019 Wage Schedule[2]		
Column A	Column B	Column C	Column D	Column E
Weeks Worked (WW) on "Full-Time Post 2007"	Current Pay Rate as of Effective Date of 2019 CBA	Rate after Initial "Weeks Worked Increase"	Pay Rate Effective September 14, 2020 (after attaining initial "Weeks Worked Increase")	Pay Rate Effective September 19, 2022
New Hire	—	$17.00 [3]	$17.51 [3]	$18.04 [3]
< 1 year	$13.00	$18.00	$18.54	$19.10
>52 WW	$18.00	$19.50	$20.09	$20.69
>52 WW	$19.50	$23.00	$23.69	$24.40
>52 WW	$21.00	$24.00	$24.72	$25.46
>52 WW	$22.50	$25.00	$25.75	$26.52
>52 WW	$24.00	$26.00	$26.78	$27.58
>52 WW	$26.00	$28.00	$28.84	$29.71
>52 WW	$28.00	*	*	*

[1] This table is representative of the wage progression of an employee without any breaks in their "weeks worked" over the term of the CBA. Wage progression for employees with breaks in their "weeks worked" will be calculated consistent with the terms of the 2019 UAW-Ford National Agreement.

[2] The new hire rate is determined by the employee's date of hire or rehire. The new hire rate in effect through 09/13/2020 is $17.00. The new hire rate in effect as of 09/14/2020 through 09/18/2022 will be $17.51. The new hire rate in effect on or after 09/19/2022 will be $18.04.

* Legacy classification wage rate

Regular, non-temporary Manufacturing employees paid in accordance with Table 1 hired prior to the effective date of the 2019 UAW-Ford Collective Bargaining Agreement who are earning $24.40 per hour or more as of September 1, 2023 will advance to the legacy classification wage rate effective September 4, 2023.

i. Employees who reach the legacy classification wage rate effective on or before September 17, 2018 will be eligible for both of the Performance Bonus Payments provided in Article 9, Section 2(b).

ii. Employees who do not meet the eligibility requirement of paragraph i. above but reach the legacy classification wage rate on or before September 21, 2020 will be eligible for the September 2021 Performance Bonus Payment provided in Article 9, Section 2(b).

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APPENDIX V MEMORANDUM OF UNDERSTANDING
UAW-FORD WAGE & BENEFIT AGREEMENT
FOR SENIORITY NON-SKILLED EMPLOYEES

B. Sterling and Rawsonville

a. Employees hired, rehired, or reinstated on or after November 19, 2007 and prior to the effective date of the 2015 UAW-Ford National Agreement shall be placed at a rate in accordance with the table below. Those employees whose rates are increased to the next step shall maintain those rates until they meet the required timing for subsequent rate step increases. Once an employee has reached a rate of $19.86 they will receive subsequent pay increases on the date of the agreement.

Rawsonville and Sterling

TABLE 2

Seniority at Effective Date	Base Rate
Less than 1	$16.25
1<2	$17.16
2<3	$18.06
3<4	$18.96
4 < 5	$19.86
5 < 6	$20.59
6 < 7	$21.22
7 < 8	$21.85
> 8	$22.50

Employees who reach the Maximum Base Rate of $22.50 listed in Table 2 will become eligible for a three percent (3%) increase on September 14, 2020 and on September 19, 2022, as well as the Performance Bonus Payments provided in Article 9, Section 2(b). Employees who progress to the maximum base rate on August 26, 2019, however, will not be eligible for the 2019 Performance Bonus Payment provided in Article 9, Section 2(b).

Wage increases will be employee-specific and will be effective on the Monday following the date the employee becomes eligible for an increase.

b. Employees hired, rehired, or reinstated on or after the effective date of the 2019 UAW-Ford National Agreement shall be placed at a rate in accordance with the table below. Those employees whose rates are increased to the

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~~next step shall maintain those rates until they meet the required timing for subsequent rate step increases.~~

~~TABLE 3~~

~~At Date of Hire~~	~~$16.25~~
~~After 12 Months~~	~~$17.16~~
~~After 24 Months~~	~~$18.06~~
~~After 36 Months~~	~~$18.96~~
~~After 48 Months~~	~~$19.86~~
~~After 60 Months~~	~~$20.46~~
~~After 72 Months~~	~~$21.07~~
~~After 84 Months~~	~~$21.70~~
~~After 96 Months~~	~~$22.50~~

~~Employees who reach the maximum base rate of $22.50 will become eligible for the Performance Bonus Payment as defined in Article IX, Section 2 (b).~~

~~Wage increases will be employee-specific and will be effective on the Monday following the date the employee becomes eligible for an increase.~~

C. ~~Employees who convert directly from Temporary Part-Time or Short-Term Supplemental employee status to "Full Time Post 2007" status on or after November 18, 2019 will be considered new hires and shall be paid the greater of: a) their present hourly rate at the time of conversion to full-time or b) the corresponding "at hire" rate for their full-time position as provided in the applicable (based upon work location) above wage progression tables. In the event their present hourly rate is greater than the "at hire" rate provided for their full-time position, they will remain at that rate until they are eligible to progress to the next higher wage rate as provided in the applicable rate table.~~

D. ~~Increases listed in Tables 1 through 3 are effective the Monday following attaining the threshold for a rate step increase.~~

E. ~~The wage rates for Appendix F skilled trades employees provided in the 2019 UAW-Ford National Agreement will continue to cover Appendix F skilled trades employees, including journeypersons hired or rehired on or after the Effective Date, new apprentices hired directly into an apprentice classification on or after the Effective Date.~~

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~~and non-Appendix F employees hired under this Memorandum who are subsequently promoted to a journeyperson classification, or indentured as an apprentice.~~

IV. ~~Vacation Entitlement~~
~~The maximum annual vacation entitlement for employees covered by this Memorandum shall be 160 hours.~~

V. ~~Memorandum of Joint Activities and Legal Services~~
~~"Full-Time Post-2007" employees will be eligible for Tuition Plans.~~

~~In addition, "Full-Time Post-2007" employees covered by this Memorandum will be included within the scope of the Memorandum of Understanding concerning legal services benefits provided in the UAW-Ford 2019 National Agreement.~~

VI. ~~New Employee Orientation Program~~
~~The New Employee Orientation Program will incorporate a thorough understanding of the industry's need to transform to meet the challenges of the marketplace. The program will include the role of the parties in preserving jobs while still maintaining the core values historically provided in the parties' bargaining agreements.~~

VII. ~~Benefit Plans~~
~~Except as set forth in this Appendix V Memorandum and its Attachment A, employees covered by this Memorandum will be covered by the benefit plans set forth in the 2019 UAW-Ford National Agreement.~~

~~VIII. Scope~~
~~Except as specifically provided in this Memorandum, all provisions of the 2019 UAW-Ford National Agreement, Supplementary Agreements and understandings, and local agreements existing as of the Effective Date shall apply to employees covered by this Memorandum.~~

~~Any future changes to the UAW-Ford National Agreement, Supplementary Agreements and understandings, and local agreements will apply to employees covered by this Memorandum only by express agreement between the National Parties.~~

~~IX. Compliance – Administration and Dispute Resolution~~
~~The parties believe that these actions will increase the potential for growth as all locations become better positioned to meet future competitive challenges and for the long-term job and income security that employee's value. It is recognized that these efforts may require change or waiver of certain agreements or practices beyond those identified in this Memorandum. In such cases, proposed changes to agreements or practices must be~~

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~~communicated to and approved by the Labor Affairs Office of the Company and the National Ford Department of the Union. The Labor Affairs Office and the National Ford Department will meet, as required, to review proposed changes in this regard and to develop and implement processes to assist and support locations introducing these provisions.~~

~~Disputes, local and national, involving the application or interpretation of this Memorandum, including but not limited to the commitments set forth in Article I above, will be reviewed by a Joint Committee consisting of three (3) members appointed by the UAW Vice President and Director of the UAW-Ford Department and three (3) members appointed by the Vice President, Labor Affairs, Ford Motor Company.~~

~~The Joint Committee shall meet on an ongoing basis. Ford and the UAW shall advise the Joint Committee at each meeting of any issues surrounding the administration and implementation of this Memorandum. Ford will provide information such as but not limited to seniority lists of both "Full-Time Post-2007" employees and non-"Full-Time Post-2007" employees, of work being insourced and jobs associated with that work, any increase in volumes and new programs as necessary on any issues raised for discussion or resolution. The parties commit to the thorough investigation of and the prompt resolution of all issues discussed relative to this Memorandum.~~

~~The Joint Committee will have full authority to settle all matters that are properly before it, recognizing that disputes governed by appeal procedures of the respective Benefit Plans, and other issues consistent with applicable law, are outside the scope of the Committee's authority. If the Joint Committee is unable to resolve a matter properly before it, the matter will be referred directly to arbitration, using the arbitration provisions, including the restrictions on the powers of the Umpire, contained in the UAW-Ford National Agreement (Article VII). Such matters will immediately move to the top of the arbitration docket.~~

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ATTACHMENT A

BENEFIT PLANS AGREEMENT

This Attachment A supersedes the Entry Level Attachment A as set forth in the 2011 Collective Bargaining Agreement. In general, the terms of the ~~2015~~2023 Collective Bargaining Agreement covering the Benefit Plans between the UAW and Ford are the same for In-Progression Employees as they are for Traditional Employees except as noted below. Benefits described herein reflect the general structure agreed upon by the parties.

SECTION I: PENSIONS
In-Progression Employees are not entitled to benefits under the Ford-UAW Retirement Plan.

SECTION II: TAX EFFICIENT SAVINGS PLAN FOR HOURLY EMPLOYEES (TESPHE)
In-Progression Employees are eligible to receive certain Company contributions in TESPHE as reflected in Volume III.

SECTION III: LIFE AND DISABILITY BENEFITS PROGRAM

A. LIFE INSURANCE BENEFITS
~~Eligibility~~

- **In-Progression Employees are eligible to receive the Group Life Insurance Plan and Optional Life Insurance Program as described in Volume II Benefits Plans and Agreements for Traditional Employees, with the following differences:**
- ~~In-Progression Employees shall be eligible for Basic Life Insurance and Accidental Death and Dismemberment (AD&D) on the first day of employment with the Company.~~

- Basic Life Insurance **Amount:**
  - For active In-Progression Employees, the Company shall provide Basic Life Insurance coverage in the amount of $45,000.

- Accidental Death and Dismemberment (AD&D) **Amount:**
  - The Company shall provide AD&D in the amount of $22,500.

- ~~Optional Insurance Programs~~
  - ~~Eligibility, coverage amounts and rates are based on the Optional Insurance Program provisions.~~

- Continuation of Company Provided Life Insurance Post Employment for In-Progression Employees.
  - An insured In-Progression Employee with ten (10) or more years of seniority and at least age 55 or 30 years of seniority at any age at the time of separation from

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employment with the Company, will be eligible for continuation of Basic Life Insurance coverage in the amount of $15,000 and AD&D coverage in the amount of $7,500. Continuation of AD&D coverage post employment shall be consistent with eligibility for Retirees as set forth in Volume II.

B. WORK RELATED DEATH BENEFIT:
The work related death benefit coverage will be based on the amount of Accidental Death and Dismemberment (AD&D) then in force for In-Progression Employees of $22,500.

C. ACCIDENT AND SICKNESS (A&S) BENEFITS:
- Eligibility
  - Accident and Sickness Benefits and Extended Disability Benefits coverage under the Group Life and Disability Insurance Program will apply on the day after the Employee acquires one year of seniority.
- Duration:
  - 1 year seniority but less than 3 years seniority - 26 weeks.
  - 3 or more years seniority - 52 weeks.

D. EXTENDED DISABILITY BENEFITS:
- Duration:
  - 1 year seniority but less than 3 years seniority - 13 weeks
  - 3 years seniority but less than 5 years seniority - 26 weeks
  - 5 years but less than 10 years seniority - time for time
  - 10 or more years seniority - maximum 10 years or age 65 whichever comes first
  - At the end of the month in which the maximum EDB amount is payable, the Employee's coverage for health care will cease. Life Insurance post employment rules will apply.

SECTION IV: SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN
- Based on ~~2019~~2023 Plan provisions.

SECTION V: PROFIT SHARING PLAN
- Based on ~~2019~~2023 Plan provisions.

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APPENDIX W

MEMORANDUM OF UNDERSTANDING
ALTERNATIVE WORK SCHEDULES

During 2011 Negotiations, the parties discussed the importance of alternative work schedules (AWS) to meet changing customer demand, maximize the utilization of our facilities, and ensure that we have the flexibility to respond quickly to market fluctuations.

Alternative Work Schedules have a long and successful history at Ford Motor Company. Both parties acknowledge the mutual benefits derived from such schedules. These benefits include but are not limited to increased employment levels and greater job security, improved work-life balance, enhanced plant utilization, expanded production capability, improved asset utilization, increased profitability, and focused responsiveness to customer demand.

The parties also recognize that alternative work schedules must be flexible enough to provide local parties the ability to implement a schedule that meets the requirements of the business and supports the unique operating conditions and workforce makeup of their facility. Consequently, there are key principles that will govern the future establishment and use of alternative work schedules. These principles are as follows:

- Provisions of an alternative work schedule agreement may differ from the provisions of the Master Agreement; however, the agreement as a whole generally should neither advantage nor disadvantage either party as compared to a traditional schedule.

- Pay and compensation practices for AWS schedules identified in this Appendix should not differ among plants using the same pattern. For example, employees on the same alternative work schedule at two different facilities should be governed by the same overtime premium provisions.

- Employees will receive premium time when they work on their regular day(s) off (RDO) provided they have first worked and/or been compensated for their base schedule. Where an employee's regular day off falls on a Sunday, and the employee works, those hours will be compensable per Article IX, Section 10 of the Master Agreement, without meeting the base schedule threshold.

The parties acknowledge alternative work schedules are complex. It is important all employees understand the schedule they may be assigned, including all the provisions associated with that schedule. The information must be clear, concise, and accessible. Thus, the parties have established this Alternative Work Schedule Appendix for the benefit of all employees.

APPENDIX W

MEMORANDUM OF UNDERSTANDING
ALTERNATIVE WORK SCHEDULES

Article 1

I. **Effective Date**

This Memorandum shall take effect upon ratification of the ~~2019~~ **2023** UAW-Ford Collective Bargaining Agreement (CBA) ("Effective Date").

II. **Applicability**

The terms of this Memorandum apply to all employees at all Ford Motor Company facilities covered by the CBA. This Memorandum does not establish or govern wage rates, wage rate increases, overtime equalization, compensable codes, benefits, shift premiums, or vacation eligibility.

III. **Right to Establish**

When considering an alternative work schedule contained in this Appendix, local management will notify and discuss the business rationale for the change with the local Union leadership, the **UAW** National Ford Department, and Labor Affairs. Following those discussions, the Company may, with a minimum of fourteen (14) days notice, transition between a traditional work schedule and/or an alternative work schedule selected from the alternative work schedules provided in this Memorandum.

When considering alternative work schedules not contained in this Appendix, Local parties may develop unique alternative work schedules that are different in order to address unique operating issues. Local parties do not have the authority to negotiate compensation or pay rules. Prior to implementation of a unique alternative work schedule, approval in writing is required from the **UAW** National Ford Department and Labor Affairs, consistent with Appendix J, Section D of the Collective Bargaining Agreement.

Article 2

I. **Four 10 Hour Shift Agreement**

a. **Schedule**

The AWS shall consist of a regular forty (40) hour weekly work schedule, starting on Monday of each week, based on four (4) ten (10) hour straight-time working days as follows:

10 hours straight time	10 hours straight time	10 hours straight time	10 hours straight time	RDO	RDO	RDO

If production requirements exceed forty (40) hours per week, the plant will work the traditional, five (5) day work schedule, and all current provisions of the CBA will apply. The Company will ensure that employees are notified by Thursday of the prior week of the requirement for the additional day of production.

b. **Overtime Premiums**
The base schedule for this pattern is forty (40) hours worked and/or compensated; RDO premiums will not apply until this threshold is reached.

Hours worked and/or compensated in excess of forty (40) per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO)
- Double time for all hours on the third RDO
- RDO Premiums are determined by the RDO day
- Time and one-half is paid for hours worked in excess of ten (10) straight time hours unless the employee qualifies for double time.

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the CBA will be paid ten (10) hours at their regular straight-time hourly rate including shift premium, but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work.
- On a holiday when they would not otherwise be scheduled to work, employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that fall on a regular day of work (RDW) will be paid at double time. In addition, up to ten (10) straight time hours of holiday pay may be paid if eligible.
- All hours worked on the holiday that fall on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.
- Holiday hours are midnight to midnight.
- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**
In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be

applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to ten (10) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family.

Jury Duty and Short-Term Military Leave
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, ten (10) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply.

Vacation, Excused Absence Allowance, and Family Days
Vacation and Excused Absence Allowance days will be paid based on the regular schedule, up to forty (40) straight time hours per week. Half days will be in increments of five (5) hours and full days will be in increments of ten (10) hours. Family Days will be based on the regularly scheduled work day, up to ten (10) straight time hours. All other provisions of Article IX, Section 24 (i) of the CBA apply.

Article 3
I. **Four Crew, Two Shift and Modified Four Crew, Two Shift Agreement**
a. **Schedule**
The AWS shall consist of two (2) twelve (12) hour shifts seven (7) days a week, using four (4) crews of employees, with each crew working four (4) days one week and three (3) days the next week as follows:

Four Crew, Two Shift - 3 Day Work Week

Mon 1	Tues (RDO-1)	Weds (RDO-2)	Thu 2	Fri 3	Sat (RDO-3)	Sun (RDO-4)
12			12	12		

10 hours straight time, 2 hours at time and one-half	RDO	RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	RDO	RDO

Four Crew, Two Shift - 4 Day Work Week

Mon (RDO-1)	Tues 1	Weds 2	Thu (RDO-2)	Fri (RDO-3)	Sat 3	Sun 4
	12	12			12	12
RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	RDO	RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at double time

Modified Four Crew, Two Shift - 3 Day Work Week - Group 1

Mon 1	Tues 2	Weds 3	Thu (RDO-1)	Fri (RDO-2)	Sat (RDO-3)	Sun (RDO-4)
12	12	12				
10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO	RDO

Modified Four Crew, Two Shift - 4 Day Work Week - Group 1

Mon 1	Tues 2	Weds (RDO-1)	Thu (RDO-2)	Fri (RDO-3)	Sat 3	Sun 4
12	12				12	12

10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at double time

Modified Four Crew, Two Shift - 3 Day Work Week - Group 2

Mon (RDO-1)	Tues (RDO-2)	Weds 1	Thu 2	Fri 3	Sat (RDO-3)	Sun (RDO-4)
		12	12	12		
RDO	RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	RDO	RDO

Modified Four Crew, Two Shift - 4 Day Work Week - Group 2

Mon (RDO-1)	Tues (RDO-2)	Weds (RDO-3)	Thu 1	Fri 2	Sat 3	Sun 4
			12	12	12	12
RDO	RDO	RDO	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at time and one-half	10 hours straight time, 2 hours at double time

b. **Overtime Premiums**
The base schedule for the three (3) day work week is (thirty six) 36 hours worked and/or compensated. The base schedule for the four (4) day work week is forty eight (48) hours worked and/or compensated. RDO premiums will not apply until these thresholds are reached.

Hours worked and/or compensated in excess of the base schedule per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO)
- Double time for all hours on the third and fourth RDO

- RDO Premiums are determined by the RDO day
- Time and one-half is paid for hours worked in excess of ten straight time hours unless the employee qualifies for double time.
- Double time is paid for hours worked in excess of ten (10) straight time hours on the Sunday in the four (4) day week.

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the CBA will be paid twelve (12) hours at their regular straight-time hourly rate including shift premium but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work.
- On a holiday when they would not otherwise be scheduled to work, such employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that fall on a regular day of work (RDW) will be paid at double time. In addition, up to twelve (12) straight time hours of holiday pay may be paid if eligible.
- All hours worked on the holiday that fall on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.
- Holiday hours are midnight to midnight.
- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**

In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to twelve (12) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family. For purposes of three (3) day bereavement only, if an employee has not received forty (40) hours pay and/or compensated hours, the employee will be offered opportunities which may include overtime to ensure forty (40) hours of pay during the week in which they receive bereavement pay.

e. **Jury Duty and Short-Term Military Leave**
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, twelve (12) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply.

f. **Vacation, Excused Absence Allowance, and Family Days**
Vacation and Excused Absence Allowance days will be paid based on the regular schedule; thirty six (36) straight time hours for each week of vacation on the three (3) day work week and forty (40) or forty eight (48) straight time hours for each week of vacation on the four (4) day week. Half days will be in increments of six (6) hours and full days will be in increments of twelve (12) hours. Family Days will be based on the regularly scheduled work day, up to twelve (12) straight time hours. All other provisions of Article IX, Section 24 (i) of the CBA apply.

g. **Other Premiums**
Notwithstanding Article IX, Section 6 of the CBA, Employees assigned to the four crew, two shift AWS will be paid a two and one-half percent premium.

Article 4

I. **Seven on Seven Off**

a. **Schedule**
This AWS requires mandatory regular work days on Saturday, Sunday and Holidays, including days identified in Article IX, Section 22, (a)(ii). The AWS shall consist of two shifts of between ten (10) and twelve (12) hour shifts seven days a week, using four (4) crews of employees, with each crew working four (4) days or three (3) days a week as follows:

Mon - Thurs

Mon 1	Tues 2	Wed 3	Thu 4	Fri (RDO-1)	Sat (RDO-2)	Sun (RDO-3)
10 hours straight time	10 hours straight time	10 hours straight time	10 hours straight time	RDO	RDO	RDO

Fri, Sat, Sun

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ALTERNATIVE WORK SCHEDULES

Mon (RDO-1)	Tues (RDO-2)	Wed (RDO-3)	Thu (RDO-4)	Fri 1	Sat 2	Sun 3
RDO	RDO	RDO	RDO	10 hours straight time	12 10 hours time and one quarter 2 hours at time and one half	12 10 hours time and one quarter 2 hours at time and one half

b. **Overtime Premiums**
The base schedule in the example provided for the three (3) day work week is thirty four (34) hours worked and/or compensated. The base schedule for the four (4) day work week is forty (40) hours worked and/or compensated. RDO premiums will not apply until these thresholds are reached. The base schedule threshold will differ if the regular base schedule hours are less than those provided in the example.

Hours worked and/or compensated in excess of the base schedule per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO), double time for all hours on the third and fourth RDO
- RDO Premiums are determined by the RDO day
- Time and one-quarter is paid for the first ten (10) hours worked on Saturday and Sunday unless the employee qualifies for time and one-half or double time
- Time and one-half is paid for hours worked in excess of ten (10) straight time hours unless the employee qualifies for double time

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the Master Agreement will be paid between ten (10) and twelve (12) hours at their regular straight-time hourly rate including shift premium but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work. The hours paid will be based on the regular base schedule hours.
- On a holiday when they would not otherwise be scheduled to work, such employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that falls on a regular day of work (RDW) will be paid at double time. In addition, straight time hours of holiday pay up to

the employee's base hour schedule for the RDW, may be paid if eligible.

- All hours worked on the holiday that falls on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.
- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**
In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to twelve (12) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family. The hours paid will be based on the regular base schedule hours. For purposes of three (3) day bereavement only, if an employee has not received forty (40) hours pay and/or compensated hours, the employee will be offered opportunities which may include overtime to ensure forty (40) hours of pay during the week in which they receive bereavement pay.

e. **Jury Duty and Short-Term Military Leave**
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, twelve (12) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply. The hours paid will be based on the regular base schedule hours.

f. **Vacation, Excused Absence Allowance, and Family Days**
Vacation and Excused Absence Allowance days will be paid based on the regular schedule. Half days will be in increments of six (6) hours and full days will be in increments of twelve (12) hours or up to forty (40) straight time hours for each week of vacation. Family Days will be based on the regularly scheduled work day, up to twelve (12) straight time hours. The half day and full day increments will differ if the regular base schedule hours are less than twelve (12) hours (e.g. ten (10) hours). All other provisions of Article IX, Section 24 (i) of the CBA apply.

g. **Other Premiums**
Employees assigned to the seven on seven off AWS will be paid thirty-five cents (35¢) times the number of hours the employee has worked during such workweek.

(1) Such premium will be included in computing holiday pay, bereavement pay, jury duty pay, vacation pay, short-term military duty pay, Sunday, or any other overtime premium pay.

(2) Such premium will not be added to the base rate of any classification, and will not be taken into account in computing afternoon and night shift premiums, any incentive earnings, or in computing any other payment for hours not worked except as noted in (1) above.

Article 5
Four on Four Off

a. **Schedule**
This AWS requires mandatory regular work days on Saturday, Sunday and Holidays, including days identified in Article IX, Section 22, (a)(ii). The AWS shall consist of two shifts of between eleven and one-half (11.5) and twelve (12) hours seven days a week, using two (2) crews of employees, with each crew working four (4) days or three (3) days a week as follows:

Schedule Runs On An Eight Week Cycle

Mon 1	Tues 2	Wed 3	Thu 4	Fri (RDO-1)	Sat (RDO-2)	Sun (RDO-3)
12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO

Mon (RDO-1)	Tues 1	Wed 2	Thu 3	Fri 4	Sat (RDO-2)	Sun (RDO-3)
RDO	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	RDO	RDO

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ALTERNATIVE WORK SCHEDULES

Mon (RDO-1)	Tues (RDO-2)	Weds 1	Thu 2	Fri 3	Sat 4	Sun (RDO-3)
RDO	RDO	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half	RDO
Mon (RDO-1)	Tues (RDO-2)	Weds (RDO-3)	Thu 1	Fri 2	Sat 3	Sun 4
RDO	RDO	RDO	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half
Mon (RDO-1)	Tues (RDO-2)	Weds (RDO-3)	Thu (RDO-4)	Fri 1	Sat 2	Sun 3
RDO	RDO	RDO	RDO	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half
Mon 1	Tues (RDO-1)	Weds (RDO-2)	Thu (RDO-3)	Fri (RDO-4)	Sat 2	Sun 3
12 10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO	RDO	12 10 hours straight time and one quarter, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half
Mon 1	Tues 2	Weds (RDO-1)	Thu (RDO-2)	Fri (RDO-3)	Sat (RDO-4)	Sun 1

12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO	RDO	12 10 hours straight time and one quarter, 2 hours at time and one-half
Mon 1	Tues 2	Weds 3	Thu (RDO-1)	Fri (RDO-2)	Sat (RDO-3)	Sun (RDO-4)
12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	12 10 hours straight time, 2 hours at time and one-half	RDO	RDO	RDO	RDO

b. **Overtime Premiums**
The base schedule in the example provided for the three (3) day work week is thirty six (36) hours worked and/or compensated. The base schedule for the four (4) day work week is forty eight (48) hours worked and/or compensated. RDO premiums will not apply until these thresholds are reached. The base schedule threshold will differ if the work hours are less than twelve (12) hours (e.g. eleven and one-half (11.5) hours).

Hours worked and/or compensated in excess of the base schedule per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO), double time for all hours on the third and fourth RDO
- RDO Premiums are determined by the RDO day
- Time and one-quarter is paid for the first ten (10) hours worked on Saturday and Sunday unless the employee qualifies for time and one-half or double time
- Time and one-half is paid for hours worked in excess of ten (10) straight time hours unless the employee qualifies for double time.

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the Master Agreement will be paid twelve (12) hours at their regular straight-time hourly rate including shift premium but excluding overtime premium for each

holiday falling on a day when they otherwise would have been scheduled to work. The hours paid will be based on the regular base schedule hours.

- On a holiday when they would not otherwise be scheduled to work, such employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that falls on a regular day of work (RDW) will be paid at double time. In addition, up to twelve (12) straight time hours of holiday pay may be paid if eligible.
- All hours worked on the holiday that falls on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.
- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**
In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to twelve (12) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family. The hours paid will be based on the regular base schedule hours. For purposes of three (3) day bereavement only, if an employee has not received forty (40) hours pay and/or compensated hours, the employee will be offered opportunities which may include overtime to ensure forty (40) hours of pay during the week in which they receive bereavement pay.

e. **Jury Duty and Short-Term Military Leave**
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, twelve (12) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply. The hours paid will be based on the regular base schedule hours.

f. **Vacation, Excused Absence Allowance, and Family Days**
Vacation and Excused Absence Allowance days will be paid based on the regular schedule. Half days will be in increments of six (6) hours and full days will be in

increments of twelve (12) hours or up to forty (40) straight time hours for each week of vacation. Family Days will be based on the regularly scheduled work day, up to twelve (12) straight time hours. All other provisions of Article IX, Section 24 (i) of the CBA apply.

g. **Other Premiums**
Employees assigned to the four on four off AWS will be paid thirty-five cents (35¢) times the number of hours the employee has worked during such workweek.

(1) Such premium will be included in computing holiday pay, bereavement pay, jury duty pay, vacation pay, short-term military duty pay, Sunday, or any other overtime premium pay.

(2) Such premium will not be added to the base rate of any classification, and will not be taken into account in computing afternoon and night shift premiums, any incentive earnings, or in computing any other payment for hours not worked except as noted in (1) above.

Article 6
I. Three Crew Agreement
a. **Schedule**
The AWS shall consist of a regular forty (40) hour weekly work schedule, with three (3) crews, based on four (4) straight-time ten (10) hour working days as follows:

A Crew

Mon 1	Tues 2	Weds 3	Thu 4	Fri (RDO-1)	Sat (RDO-2)	Sun (RDO-3)
10 hours straight time	10 hours straight time	10 hours straight time	10 hours straight time	RDO	RDO	RDO

B Crew

Mon (RDO-1)	Tues 1	Weds 2	Thu 3	Fri 4	Sat (RDO-2)	Sun (RDO-3)
RDO	10 hours straight time	10 hours straight time	10 hours straight time	10 hours straight time	RDO	RDO

C Crew

Mon	Tues (RDO-1)	Weds (RDO-2)	Thu (RDO-3)	Fri	Sat	Sun
10 hours straight time	RDO	RDO	RDO	10 hours straight time	10 hours at time and one quarter	10 hours at time and one quarter

b. **Overtime Premiums**
The base schedule for this pattern is forty (40) hours worked and/or compensated; RDO premiums will not apply until this threshold is reached. Hours worked and/or compensated in excess of forty (40) per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO)
- Double time for all hours on the third RDO
- RDO Premiums are determined by the RDO day
- Time and one-half is paid for hours worked in excess of ten (10) straight time hours unless the employee qualifies for double time.

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the Master Agreement will be paid ten (10) hours at their regular straight-time hourly rate including shift premium, but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work.
- On a holiday when they would not otherwise be scheduled to work, employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that fall on a regular day of work (RDW) will be paid at double time. In addition, up to ten (10) straight time hours of holiday pay may be paid if eligible.
- All hours worked on the holiday that fall on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.
- Holiday hours are midnight to midnight.
- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**

In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to ten (10) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family.

e. **Jury Duty and Short-Term Military Leave**
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, ten (10) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply.

f. **Vacation, Excused Absence Allowance, and Family Days**
Vacation and Excused Absence Allowance days will be paid based on the regular schedule, up to forty (40) straight time hours per week. Half days will be in increments of five (5) hours and full days will be in increments of ten (10) hours. Family Days will be based on the regularly scheduled work day, up to ten (10) straight time hours. All other provisions of Article IX, Section 24 (i) of the CBA apply.

g. **Other Premiums**
Employees assigned to the C Crew will be paid a ten percent premium for all hours worked on regularly scheduled work days regardless of shift, excluding the Saturday shift and Sunday shift, which will be paid at time and one quarter for the first ten (10) hours and time and one half for all hours worked beyond ten (10) hours.

Article 7

I. Three Twelve Hour Shifts Agreement

a. **Schedule**
This AWS requires mandatory regular work days on Saturday, Sunday and holidays, including days identified in Article IX, Section 22, (a)(ii). The AWS shall consist of two (2) twelve (12) hour shifts with two (2) consecutive days a week and one (1) floating day a week, each crew working three (3) days a week as follows:

Mon	Tues	Weds	Thu	Fri	Sat	Sun
(RDO-1)	(RDO-2)	1	(RDO-3)	(RDO-4)	2	4

RDO	RDO	12 10 hours straight time, 2 hours at time and one-half	RDO	RDO	12 10 hours straight time and one quarter, 2 hours at time and one-half	12 10 hours straight time and one quarter, 2 hours at time and one-half

b. **Overtime Premiums**
The base schedule for the work week is thirty six (36) hours worked and/or compensated. RDO premiums will not apply until this threshold is reached.

Hours worked and/or compensated in excess of the base schedule per week will be paid as follows:

- Time and one-half for all hours on the first and second Regular Day Off (RDO), double time for all hours on the third and fourth RDO
- RDO Premiums are determined by the RDO day
- Time and one-quarter is paid for the first ten hours worked on Saturday and Sunday unless the employee qualifies for time and one-half or double time
- Time and one-half is paid for hours worked in excess of ten (10) straight time hours unless the employee qualifies for double time.

c. **Holiday Pay**

- Employees who meet all of the General Eligibility Rules outlined in Article IX, Section 22 of the Master Agreement will be paid twelve (12) hours at their regular straight-time hourly rate including shift premium but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work.
- On a holiday when they would not otherwise be scheduled to work, such employees will be paid eight (8) hours at their regular straight-time hourly rate.
- All hours worked on the holiday that falls on a regular day of work (RDW) will be paid at double time. In addition, up to twelve (12) straight time hours of holiday pay may be paid if eligible.
- All hours worked on the holiday that falls on an RDO will be paid at double time. In addition, up to eight (8) straight time hours of holiday pay may be paid if eligible.

- Holiday pay for the full week of holidays between Christmas and New Year's will not exceed forty (40) straight-time hours of pay.

d. **Bereavement Pay**
In situations where bereavement pay is appropriate, the provisions of Article IX, Section 19 of the CBA will be applicable. ~~except~~ ~~a~~An eligible employee will receive bereavement pay of up to twelve (12) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying ~~immediate~~ family member, or five (5) regularly scheduled days of work up to forty (40) hours for the death of a **qualifying** ~~current spouse, parent, child, stepchild~~ **family member**, or in the case of multiple deaths of **qualifying** members of the employee's ~~immediate~~ family. For purposes of three (3) day bereavement only, if an employee has not received forty (40) hours pay and/or compensated hours, the employee will be offered opportunities which may include overtime to ensure forty (40) hours of pay during the week in which they receive bereavement pay.

e. **Jury Duty and Short-Term Military Leave**
Jury duty pay and short-term military pay will be compensated on the basis of the amount of wages the employee otherwise would have earned, twelve (12) hours per day up to forty (40) hours a week less the amount of earnings received from the court, government, or military for that same time period. All other provisions of Article IX, Section 18 and 20 of the CBA apply.

f. **Vacation, Excused Absence Allowance, and Family Days**
Vacation and Excused Absence Allowance days will be paid based on the regular schedule. Half days will be in increments of six (6) hours and full days will be in increments of twelve (12) hours up to forty (40) straight time hours. Family Days will be based on the regularly scheduled work day, up to twelve (12) straight time hours. All other provisions of Article IX, Section 24 (i) of the CBA apply.

g. **Other Premiums**
Employees assigned to the three twelve hour schedule will be paid thirty-five cents (35¢) times the number of hours the employee has worked during such workweek.

(1) Such premium will be included in computing holiday pay, bereavement pay, jury duty pay, vacation pay, short-term military duty pay, Sunday, or any other overtime premium pay.

(2) Such premium will not be added to the base rate of any classification, and will not be taken into account in computing afternoon and night shift premiums, any incentive earnings, or in computing any other payment for hours not worked except as noted in (1) above.

Article 8
I. Unique Situations
a. **Christmas Holiday Scheduling**

During these negotiations, the parties discussed employees assigned to an alternative work schedule with Saturday and/or Sunday as a regularly scheduled work day. We recognize the impact this will have on the Christmas Holiday period production schedule during the course of this agreement, specifically, the waiver of Article IX, Section 22 (a)(3)(ii) of the CBA. This will result in the plant being scheduled to run and/or support production as follows:

Saturday, ~~December 28, 2019~~ **December 23, 2023**
Sunday, ~~December 29, 2019~~ **December 24, 2023**
Saturday, ~~December 26, 2020~~ **December 21, 2024**
Sunday, ~~December 27, 2020~~ **December 22, 2024**
Saturday, ~~December 25, 2021~~ **December 27, 2025**
Sunday, ~~December 26, 2021~~ **December 28, 2025**
Saturday, ~~December 24, 2022~~ **December 26, 2026**
Sunday, ~~December 25, 2022~~ **December 27, 2026**
Saturday, December 25, 2027
Sunday, December 26, 2027

The Company recognizes the issues inherent with running production on the aforementioned days, and agrees to not schedule production on those days provided the local parties continue to work together, as they have in the past, to develop and execute a volume recovery plan that makes up the lost units prior to the time off specified above.

For pay periods ending ~~December 29, 2019, December 27, 2020, December 26, 2021, and December 25, 2022,~~ **December 24, 2023, December 22, 2024, December 28, 2025, December 27, 2026, and December 26, 2027,** the Company agrees to pay an employee an amount equal to the difference between the total number of hours paid, including overtime, plus all hours made available to the employee to be paid and forty (40) straight time hours. Should any issues arise surrounding this agreement, they may be referred to the **UAW** National Ford Department and Labor Affairs.

b. **Weekend Shifts**
Management shall have the right to designate, during a model year period, Saturday shifts and Sunday shifts as mandatory overtime workdays. Because the open capacity in a three crew operation is on both Saturday and Sunday, the number of mandatory Saturday and Sunday shifts per crew shall be consistent with the number of mandatory Saturday shifts outlined in Appendix H Part A, Section 4 and Appendix H Part A, Section 3 will be waived.

The parties agree that these mandatory Saturday and Sunday shifts shall be up to ten (10) hours in length. Local management and the local union will develop a plan to utilize volunteers for mandatory overtime weekend shifts. In the absence of enough qualified volunteers, employees on the B Crew will be mandatorily scheduled on the Saturday shift; employees on the A Crew will be mandatorily scheduled on the Sunday shift.

All other Saturdays and Sundays are voluntary, except as otherwise provided in Appendix H Section 7, and employees may decline to work any other Saturday or Sunday during such model year, provided they shall have notified the Company in accordance with Paragraph 16 and they have not been absent for any reason on any day during the week preceding any Saturday/Sunday which they elect not to work.

c. **Hours in Excess of Ten Per Shift/Crew**
It was agreed that the Company may schedule mandatory production hours up to 10.7 hours per shift/crew to meet ten (10) hour production schedules, except for the C Crew which may be scheduled mandatory production hours up to 10.5 hours, and up to 10.7 hours to meet a 10.5 production schedule. It is understood that scheduled production hours beyond 10.7 per shift/crew, require mutual agreement of the local union and management.

Disputes involving the application of this provision will be reviewed by the **UAW** National Ford Department and Labor Affairs.

d. **Altering the Schedule**
The parties recognize that there may be occasions when it may be beneficial to alter the work schedule at AWS locations, resulting in the movement of a scheduled work day to another more convenient period, particularly surrounding holiday weekends. It is understood that the local parties may jointly agree to such changes, provided they do not result in a decrease in productivity or capacity or increase in costs.

e. **Benefits**
Benefits for employees on an alternative work schedule will continue to be administered by the Memorandum of Understanding entitled, "Handling of Benefits for Alternative Work Schedule Employees".

f. **Changes to Existing Patterns and Future Administration**
The parties recognize that this Appendix has implications to existing alternative work schedules. As soon as practicable after ratification, the **UAW** National Ford Department and Labor Affairs will review the adjustments to current schedules including overtime premiums and base schedule requirements with the local parties to ensure that employees are compensated consistent with the intent of this Appendix.

Local Labor Relations will continue to be responsible for ensuring that the appropriate departments (i.e. TWOS, Central Timekeeping, and Employee Payments) receive any programming changes to payroll systems in a timely manner.

Except as specifically provided in this Memorandum, all provisions of the ~~2019~~ **2023** CBA, Supplementary Agreements and understandings, and local agreements existing as of the Effective Date shall apply to employees covered by this Memorandum.

Disputes, local and national, involving the application or interpretation of this Memorandum and/or locally developed alternative work schedules will be reviewed by the **UAW** National Ford Department and Labor Affairs.

APPENDIX X

MEMORANDUM OF UNDERSTANDING
UAW-FORD JOINT DIVERSITY, EQUITY, AND INCLUSION PROGRAM

Diversity, equity, and inclusion in the workplace continues to be an important and recurring topic throughout numerous discussions between the Company and the Union during the ~~2019~~ 2023 negotiations. Workplace diversity encompasses all of the many differences that define employees as unique and valuable individuals, including but not limited to culture, ethnicity, race, nationality, gender, gender identity/expression, age, abilities, disabilities, opinions, religion, beliefs, union affiliation, education, experience, military status, sexual orientation, marital status, and family status. Although the concept of diversity highlights our differences as individuals, the true value of workplace diversity is that such differences can create a whole that is more than the sum of its components - a group of individuals, whose collective strengths are derived from understanding, appreciating, and capitalizing on their particular personal attributes.

Accordingly, the parties have agreed to this Diversity, Equity, & Inclusion Program and are committed to working together to foster an environment free of harassment, discrimination and retaliation, where everyone can feel respected and included.

The parties share a vision of diversity, equity, and inclusion in the workplace: an environment that promotes a culture, which encourages every individual to contribute fully to the success of their workplace while achieving maximum personal fulfillment. The contributions - actual as well as potential - of all employees, regardless of differences, must be recognized, tapped, and appreciated. Such a harmonious environment will foster positive working relationships among all employees, thus allowing UAW-Ford people to succeed to the best of their abilities. Ultimately, this will result in a stronger Ford Motor Company, in turn leading to greater job security. But fundamentally, and perhaps most importantly, diversity, equity, and inclusion is a matter of respect for the other human beings with whom we spend a

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significant portion of our lives - our co-workers. Union and Company leadership alike embrace this vision.

For many years the Company and Union, in their respective fields, have been leaders in adopting and effectuating policies against sexual harassment and discrimination as well as harassment and discrimination because of ethnicity, race, nationality, gender, gender identity/expression, age, disabilities, religion, union affiliation, sexual orientation, marital status, and family status. To this end, the parties have continued in their Agreement an "Equal Application of Agreement" provision (UAW-Ford Collective Bargaining Agreement, Volume 1, Article 10, Section 9) that both ensures adherence to that principle in all aspects of employment at Ford Motor Company and provides the Grievance Procedure for the resolution of alleged violations of that principle.

In addition, the parties recognize the desirability of increased communication and cooperative efforts for the following purposes:

- To encourage employees and grievance representatives to use the contractual Grievance Procedure as the exclusive method for prompt resolution of all claims of denied equal application rights;
- To determine the cause of such claims, arising or recurring;
- To maintain liaison with appropriate federal and state civil and human rights agencies;
- To increase understanding and seek solutions to mutual problems;
- To promote and encourage use of the Grievance Procedure in order to avoid multiplicity of litigation in many forums simultaneously, which is frequently time consuming, contradictory and hence, nonproductive to relieving employee problems;
- To relieve tensions in the areas of equal application, diversity, all forms of harassment, discrimination, and retaliation; ~~and~~
- To exchange information, expertise and advice~~.~~; and

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- **To encourage employees returning from disciplinary leave (related to violations of anti-harassment, discrimination, or retaliation policies), to receive refresher training on appropriate behavior supporting a respectful workplace.**

Accordingly, the parties agree to UAW-Ford National discussions on Joint Diversity, Equity, and Inclusion and to continue the UAW-Ford National Joint Diversity, Equity, and Inclusion Committee, and the UAW-Ford Local Joint Diversity, Equity, and Inclusion Committees.

National Joint Diversity, Equity, and Inclusion Committee:

The UAW-Ford National Joint Diversity, Equity, and Inclusion Committee will consist of ~~four~~ two (~~4~~ 2) members, ~~two~~ one (~~2~~ 1) representative~~s~~ identified by the UAW-Ford Department and ~~two~~ one (~~2~~ 1) member~~s~~ identified by the Company. The UAW-Ford National Joint Diversity, Equity, and Inclusion Committee will meet during jointly agreed to meetings or joint program events between the UAW-Ford Department and Corporate Labor Affairs. Its functions shall be the following:

- Review and discuss, (1) ways and means of encouraging employees and grievance representatives to use the Grievance Procedure as the exclusive contractual method to resolve claims of denial of equal application rights and (2) general matters concerning the subject of harassment, discrimination and retaliation.
- **Meet monthly, or as mutually agreed upon, with the responsible Human Resources department to R**~~r~~eview and discuss equal application, harassment, discrimination, and retaliation data ~~monthly~~.
- Discuss the processes surrounding complaint procedures and investigations.
- Conduct or arrange, as appropriate, for investigations and/or studies into claims of denied equal application rights, discrimination, harassment, or retaliation; in an attempt to prevent such problems from arising or recurring.
- Communicate to employees available resources for reporting harassment, discrimination, and retaliation.
- Maintain liaison with appropriate federal and state agencies.

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- Maintain liaison with ~~People Matters and Equal Employment Planning Office,~~ **Human Resources (including but not limited to** Ford Motor Company **Global** Diversity**, Equity,** and Inclusion Office, ~~Corporate Regional Culture Managers~~ **and Ford Employee Experience** Office)**,** and the UAW Civil and Human Rights Department.

- Discuss Company policy changes that impact equal application rights of members.

- Advise and counsel UAW-Ford Local Joint Diversity**, Equity,** and Inclusion Committees.

- Develop and provide training annually for UAW-Ford Local Joint Diversity**, Equity,** and Inclusion Committee members.

- Review, discuss and recommend ways and means to facilitate greater employee understanding and awareness of a respectful workplace, inclusive behaviors and appropriate workplace conduct, equal application, diversity and harassment issues.

- Discuss ways to implement and support the Employee Resource Groups (ERGs) and their activities at all locations.

- Design, develop and implement training programs, conferences**, forums,** and other strategies to increase employee awareness of and promote constructive dialogue regarding diversity and inclusion. These programs, conferences and strategies may also address harassment, discrimination, retaliation, and equal application issues. It is envisioned that these programs and strategies will be comprehensive, including hourly and salaried employees as appropriate (e.g., supervisors, superintendents, human resources representatives, plant management, and local union leadership).

- Oversight of delivery of diversity and inclusion strategies implemented at all UAW-represented Ford locations.

- Discuss ways and means of encouraging Local Plant Leadership in conveying their joint commitment to a respectful workplace free of harassment, discrimination and retaliation.

- On at least an annual basis, continuing education from organizations specializing or providing training in diversity and inclusion competencies, skills and best practices, will be made available for the national

committee to attend. ~~The committee will also be encouraged to attend the UAW Civil Rights Conference.~~

- UAW-Ford **Labor Management Committee (LMC)** joint funds will be a source of support for these initiatives.

Local Joint Diversity, **Equity,** and Inclusion Committee:

At each plant or facility that the Collective Bargaining Agreement covers, a UAW-Ford Local Joint Diversity, **Equity,** and Inclusion Committee will be established consisting of a minimum of eight (8) members, five (5) representatives of the Local Union and three (3) representatives of the Company. The five (5) representatives of the Local Union shall consist of the Local Union President, or designee, and the Local Chairperson of the Unit Committee, or designee. The remaining three (3) should consist of Local Union members who demonstrate a commitment to valuing diversity and inclusion in the workplace. The three (3) representatives of the Company shall be the Plant Manager, or designee, a Company official at the plant active in the Company's equal employment opportunity program, and another member(s) designated by the Company Plant Manager. The Local Chairperson of the Unit Committee and the Company Plant Manager, or their designees, shall serve as the co-chairs of the committee and may jointly consider increasing the number of members on the committee over the minimum listed above. Such increases may be warranted when considering the complexities of their facility. Committee membership should be reflective of the facility population and shifts/crews/departments, if possible.

Manufacturing Local Joint Diversity, **Equity,** and Inclusion Committees will meet at least on a monthly basis, (a minimum of quarterly for PS&L locations) at a mutually agreeable time that will permit as many members as possible to attend. The functions of the committee shall be the following:

- Recommend to the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee ways and means of promoting use of the Grievance Procedure as the exclusive contractual method for resolving claims of denial of equal application rights.
- Communicate to employees available resources for reporting harassment, discrimination and retaliation.
- Monitor progress of implementation of diversity and inclusion strategies and training, including new hire and

experienced hire orientation, report to the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee, requesting assistance, as appropriate.

- Identify proactive training opportunities for the Local membership and leadership and recommend training that will promote a respectful workplace.
- Offer suggestions to the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee and Local Management on ways to facilitate awareness and greater understanding of equal application and diversity issues.
- Discuss ways and means of encouraging Local Plant Leadership in conveying their joint commitment to a respectful workplace free of harassment, discrimination and retaliation.
- Suggest guidelines for Union and Company representatives, active in the Grievance Procedure in the proper and prompt handling of grievances alleging such claims and consider whether other means of handling allegations of harassment, discrimination and retaliation should be used.
- Recommend to the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee, means for determining the cause of claims of denied equal application rights and discrimination problems and tensions in the plant.
- Comply with all procedures as established by the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee.
- Submit meeting minutes and activity reports and all other related data to the UAW-Ford National Joint Diversity, **Equity,** and Inclusion Committee monthly.
- The UAW-Ford Local Joint Diversity, **Equity,** and Inclusion Committee will be strongly encouraged to attend both the UAW Civil Rights Conference, and the Annual UAW-Ford Diversity, **Equity** and Inclusion Conference. Additionally, the Local Diversity, **Equity,** and Inclusion Members may request consideration for attendance at other Diversity training events not to exceed one (1) per calendar year. Approval and funding to be reviewed by the National Diversity, **Equity,** and Inclusion Committee.

Members of the UAW-Ford Local Joint Diversity, **Equity,** and Inclusion Committees will receive pay for approved time spent planning for and attending scheduled meetings, developing and

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implementing work plans for diversity and inclusion related initiatives/events, and submitting progress reports and meeting minutes monthly to the UAW-Ford National Diversity, **Equity,** and Inclusion Committee.

The UAW-Ford Local Joint Diversity, **Equity,** and Inclusion Committees will be encouraged to collaborate with the Local Diversity Councils, the UAW Local Civil Rights Committees and Employee Resource Groups (ERGs) to discuss diversity issues of mutual concern and projects or initiatives of mutual interest.

The parties continue to recognize their legal and moral responsibility for assuring that all Ford Motor Company employees are respected and included in the workplace and have equal employment opportunities and freedom from discrimination as set forth in Article X, Section 9 of the Collective Bargaining Agreement. Consequently, the function of the Local Joint Diversity, **Equity,** and Inclusion Committees shall be advisory, consultative, and cooperative. While the Company and the Union will welcome the recommendations the Committees may make, the Committees may not commit either party to a specific course of action. However, the Union agrees that it will discourage its members from bypassing the Grievance Procedure with respect to any claim or complaint against the Company, which may be made the subject of a grievance under the contract.

Skilled Trades Supplemental Agreement

NOTE

NOTE:

This booklet (Skilled Trades Agreements and Letters of Understanding) is being presented to you so that you may know the terms of agreements and various Letters of Understanding negotiated between the UAW and the Company ~~October 30, 2019~~ **XX XX, XXXX**.

Specifically, the following material is presented in the order given:

1. Provisions of the Collective Bargaining Agreement applicable to Skilled Trades.
2. Letters of Understanding and clarification concerning the Skilled Trades Agreements in the ~~2019~~ **2023** negotiations, plus all previous Letters of Understanding and clarification that continue to express current policies and interpretations.

Portions of the Agreement reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume I, the Collective Bargaining Agreement; Volume II, the Retirement Plan and the Insurance Program; Volume III, the Supplemental Unemployment Benefit Agreement and Plan, the Profit Sharing Agreement and Plan, the Tax-Efficient Savings Agreement and Plan, and the UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan; and Volume IV, the Letters of Understanding.

We hope you will find this booklet helpful.

~~RORY L. GAMBLE~~ **CHUCK BROWNING**
Vice President and Director
UAW, National Ford Department

~~WILLIAM P. DIRKSEN~~ **KEVIN LEGEL**
Vice President,
Labor Affairs

S.B. 9/11/23

SKILLED TRADES SUPPLEMENTAL AGREEMENT
BETWEEN FORD MOTOR COMPANY AND UAW

On ~~October 30, 2019~~ **XX XX, XXXX**, at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, hereby agree as follows:

1. Employees Covered
This agreement shall be applicable to employees in all skilled classifications in the Tool and Die, Maintenance, Construction and Power House groups (Appendix F to the Collective Bargaining Agreement dated September 28, 1949, as amended) and to apprentices covered by an apprenticeship agreement between the Company and the Union.

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SKILLED TRADES SUPPLEMENTAL AGREEMENT
BETWEEN FORD MOTOR COMPANY AND UAW

8. Ratification of Agreement
This agreement is supplemental to the Collective Bargaining Agreement between the Company and the Union dated the same as the date hereof and shall become effective immediately after receipt by the Company from the Union of written notice on or before expiration of the time for ratification specified in the ~~2019~~ **2023** Settlement Agreement that this Supplemental Agreement, the Collective Bargaining Agreement, and the other agreements listed in Article XI, Section 1 of the Collective Bargaining Agreement, being entered into between the parties on the same date as the date hereof, have been ratified by the Union, following which the provisions hereof shall become effective as specified herein. Those provisions as to which no other effective date has been specified in this Supplemental Agreement shall be effective immediately upon receipt by the Company of such notice of ratification.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FORD MOTOR COMPANY

William C. Ford, Jr.	Scott Britton
~~James P. Hackett~~	~~Terri Faison~~
Jim Farley	**Melanie Stinson**
~~Joe Hinrichs~~	~~Tom Paradiso~~
Kumar Galhotra	**Jason Short**
~~Gary Johnson~~	~~Sandy Krue~~
~~William P. Dirksen~~	**Mario Spadafora**
~~John Savona~~	Stephen M. Kulp
Bryce Currie	Johanna Shea
Kevin Legel	**Deb Ockerman**
~~Bernie Swartout~~	~~Jiem Cranney~~
Chuck Monastra	**Kathy Lander**
~~Bill Rooney~~	~~Kristen de Bear~~
Jenny Torony	
~~Frederick Toney~~	
~~Helmut E. Nittmann~~	
Michelle DeTombeur	

UAW

International Union	National Ford Council
~~Gary Jones~~	
Shawn Fain	~~Bernie Ricke, Subcouncil #1~~

~~Rory L. Gamble~~
Chuck Browning
Brandon Keatts
~~Steve Zimmerla~~
~~Mike Stone~~
~~Jimmie D. Williams~~
Benjamin Dictor
Scott Eskridge
Darryl Goodwin
~~Brett Fox~~

Tony Richard, Subcouncil #1
~~Anthony Richard, Subcouncil #1~~
Mark DePaoli, Subcouncil #1
~~Larry Stewart, Subcouncil #2~~
Jon Jaggers, Subcouncil #2
~~Tommy Kottalis, Subcouncil #2~~
Brandon Reisinger, Subcouncil #2
~~Jon Jaggers, Subcouncil #2~~
Scott Elliott, Subcouncil #2
~~Michael Donovan, Subcouncil #2~~
Steve Gonzales, Subcouncil #2
~~Greg Tyler, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
Dwayne Glass, Subcouncil #3
~~Dale E. Rogers, Subcouncil #4~~
Darrin Andrews, Subcouncil #4
~~Roger Maag, Subcouncil #4~~
Paul Donovan, Subcouncil #4
~~Frank Murray, Subcouncil #5~~
Al Strussione, Subcouncil #5
~~Paul LaFave, Subcouncil #5~~
Frank Murray, Subcouncil #5
~~Andy Weakland, Subcouncil #7~~
Ja-Vonna Akins, Subcouncil #7
Dwayne Walker, Recording Secretary

ARTICLE 5 APPRENTICESHIP STANDARDS

Article 5. Probationary Period

The first ~~three~~ **six** months of active employment for any employee while classified as an apprentice shall be known as the apprentice probationary period. During this probationary period the Apprenticeship Agreement may be cancelled by the Joint Apprenticeship Committee. The Registration Agency shall be advised of all such cancellations. This shall not limit the right of the Company to discipline a probationary apprentice for cause for matters not related to the apprentice's training.

When probationary apprentices are to be laid off, they shall be laid off in reverse order of going "on course."

A laid-off probationary apprentice will be recalled to apprenticeship before placing a new apprentice on the same trade.

However, a probationary apprentice who has been laid off shall be returned to the eligibility list with the same trade preferences and in the same relative position that the apprentice had when originally placed on the program.

ARTICLE 8 APPRENTICESHIP STANDARDS

Article 8. Discipline

The Committee shall have authority to act on a recommendation that an apprentice be placed on probation, **suspension** or removed from the apprenticeship for such causes as:

(a) Unsatisfactory shop progress

(b) Unsatisfactory school progress

(c) Unsatisfactory work

~~(d) Not following other requirements of the Program~~

(d) **Assessment failure**

(e) **Not following other requirements of the program**

Discipline of apprentices as described above shall not be subject to the grievance procedure under Article VII of the Collective Bargaining Agreement.

Article 9. Wages

Apprentice training groups will consist of trades as listed below:

Group 1	Metal Model Maker
Group 2	Electrician Machine Repair Tool and Diemaker
	Toolmaker & Template Maker
Group 3	Millwright Plumber-Pipefitter Welder General
Group 4	Industrial Truck Mechanic

Apprentices shall be paid a percentage of the journeypersons rate in the trade in which they are indentured according to the following Shop Hour Rate Formula effective ~~November, 18, 2019~~ **XX XX, XXXX**. The number of hours of related classroom instruction satisfactorily completed must correspond to the schedule set forth in Article 10 for each 1000 hours of shop training in order for an apprentice to be eligible for a rate adjustment as indicated herein.

SHOP HOUR RATE FORMULA

0-1000 shop hours -	~~$30.140~~ **36.990**
1001-2000 shop hours -	~~$30.275~~ **37.155**
2001-3000 shop hours -	~~$30.275~~ **37.155** + 10% of (max. Jymn. rate minus ~~$30.825~~ **37.805**)
3001-4000 shop hours -	~~$30.275~~ **37.155** + 22% of (max. Jymn. rate minus ~~$30.825~~ **37.805**)
4001-5000 shop hours -	~~$30.275~~ **37.155** + 37% of (max. Jymn. rate minus ~~$30.825~~ **37.805**)
5001-6000 shop hours -	~~$30.275~~ **37.155** + 55% of (max. Jymn. rate minus ~~$30.825~~ **37.805**)
6001-7000 shop hours -	~~$30.275~~ **37.155** + 78% of (max. Jymn. rate minus ~~$30.825~~ **37.805**)
7001 shop hours - graduation	~~$30.275~~ **37.155** + 97% of graduation (max. Jymn. rate minus ~~$30.825~~ **37.805**)

Applying the foregoing formula, effective ~~November 18, 2019~~ **XX XX, XXXX**, hourly rates for apprentices are as follows:

APPRENTICE SHOP HOUR RATE SCHEDULE BY TRADE GROUP

* GROUP	1		2		3		4	
Shop Hour Periods								
0-1000	~~$30.140~~	**36.990**	~~$30.140~~	**36.990**	~~$30.140~~	**36.990**	~~$30.140~~	**36.990**
1001-2000	~~30.275~~	**37.155**	~~30.275~~	**37.155**	~~30.275~~	**37.155**	~~30.275~~	**37.155**
2001-3000	~~30.765~~	**37.735**	~~30.675~~	**37.625**	~~30.650~~	**37.595**	~~30.640~~	**37.580**
3001-4000	~~31.355~~	**38.425**	~~31.160~~	**38.195**	~~31.095~~	**38.120**	~~31.075~~	**38.095**
4001-5000	~~32.090~~	**39.290**	~~31.760~~	**38.900**	~~31.655~~	**38.780**	~~31.620~~	**38.735**
5001-6000	~~32.975~~	**40.330**	~~32.485~~	**39.750**	~~32.325~~	**39.570**	~~32.270~~	**39.505**
6001-7000	~~34.105~~	**41.660**	~~33.405~~	**40.835**	~~33.185~~	**40.580**	~~33.105~~	**40.485**
7001-graduation	~~35.040~~	**42.755**	~~34.170~~	**41.735**	~~33.895~~	**41.415**	~~33.795~~	**41.295**

* See apprentice training groups for specific classification status.

Notwithstanding the foregoing provisions covering apprentice shop hour rates, a seniority employee who is transferred to apprentice training shall be paid a first shop hour period rate equal to either the employee's current ~~base~~ hourly rate or ~~$32.240~~ **39.460** whichever is lower, provided however that in no event shall this first period rate be less than ten cents (10¢) above the rate stated for the first shop hour period in the Apprentice Shop Hour Rate Schedule set forth above. Upon the apprentice's completion of the first shop hour period said seniority employee shall be paid a shop hour rate of ~~$30.750~~ **37.715** or the apprentice's first period rate, whichever is higher, and if retained as an apprentice, shall be paid such rate until qualified for a higher rate in accordance with the Apprentice Shop Hour Rate Schedule set forth above.

In addition to receiving pay for shop hours, apprentices shall receive:

A trade specific tool box and tool set will be provided to each newly indentured apprentice (subject to return if they leave the program prior to graduation), and

(a) A training incentive for each course of related training successfully completed consisting of the product of the number of class/contact hours of each course as established by the NJAC approved RTI provider (including online), and the straight-time shop hourly rate they are receiving at the course completion date (exclusive of shift premium). The total number of class hours compensated shall not exceed 576; deviations from this total number of class hours compensated for one or more trades may be approved by the Joint Apprenticeship Committee without regard to Article 18, Modification of Standards; and

(b) For apprentices entering training on or after October 18, 1976, a training incentive credit for the class hours of related training successfully completed while on an eligibility list for apprenticeship training provided: (1) the apprentices were employed by the Company while taking the course(s), and (2) the course(s) is accepted and credited toward the required related training for the apprenticeship in which the apprentices are indentured. The training incentive credit for these eligible course hours will be banked at the time they have been approved for credit toward their related training requirement. The apprentices may elect to:

(1) Receive training incentive payments for the banked hours in accordance with the schedule of shop hour periods and the number of related training class hours outlined in Article 10(a) of the Apprenticeship Standards at the completion of each 1000 shop hour period until the banked hours have been expended, or

(2) Receive training incentive payments for additional courses in related or elective subjects, with the number of classroom hours of such courses offset against the banked hours until they are expended.

The training incentive payment shall be based on the product of the number of related classroom hours and the straight-time shop hourly rate (exclusive of shift premium) the apprentices are receiving at the time payment is being made. The total number of class hours compensated under this paragraph (c) and paragraph (b) above shall not increase the total number of compensated class hours beyond the number of hours established in subparagraph (b) above during the apprentices' period of training.

These payments are subject to the condition that they are excluded from consideration in computing any premium payment.

Employees who are given credit for previous experience, upon entering the apprentice program, shall be paid the wage rate for the shop hour period to which such credit entitles them, and thereafter shall be eligible for training incentive payments as provided in the preceding paragraph.

General

When an apprentice has completed the required number of shop and related training hours and the Joint Apprenticeship Committee has approved the completion of training, the apprentice shall receive the maximum rate of the rate range paid to skilled journeypersons in the classification or trade in which the apprenticeship was served.

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Article 10. Related Instruction and School Attendance

(a) Provision for Classroom Instruction of Apprentices

During the period of the apprenticeship, each apprentice shall be required to complete at least the percent of total required related classroom hours (minimum total of 576) for each shop hour period as indicated below:

Shop Hour Periods	Percent of Total Classroom Hours
0-1000	13%
1001-2000	27%
2001-3000	40%
3001-4000	54%
4001-5000	67%
5001-6000	81%
6001-7000	94%
7001-graduation	100%*

Registration fees and/or tuition and books required in connection with related instruction under the apprentice program and examination fees for the successful completion of tests taken for related classroom credit will be funded by **the UAW-Ford Voluntary Employees Beneficiary Association (VEBA) Joint Trust** ~~the Education, Development and Training Program (EDTP) under the letter of understanding Apprenticeship Related Instruction Expense (September 15, 1993)~~. To the extent tuition and /or books are related to, and requirements of, the apprentice program, active apprentices shall have no maximum ~~EDTP~~ funding limit for such tuition and books. Should ~~EDTP~~ **the VEBA** funds not be available, the Company will pay such expenses.

(b) Provisions for Task Completion
At the conclusion of core skills training, each apprentice will be issued a task book containing all classifications specific tasks requiring completion prior to taking the graduation assessment. The program requires completion percentages of each of the following: (1) Tasks, (2) Shop Hours, and (3) Related Instruction to remain within 5% of one another.

(c) Schedule of Classroom Instruction
The schedule of related classroom instruction shall be developed from the Related Instruction Guide which defines the core tasks apprentices are required to complete. Elective courses, recommended by the plant Subcommittee, must be approved by the Joint Apprenticeship Committee.

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* Deviations from the total number of shop hours or class hours for any

apprenticeship may be approved by the Joint Apprenticeship Committee without regard to Article 18, Modification of Standards

(d) Enforcement of School Attendance
In case of failure on the part of any apprentice to fulfill the apprentice's obligation as to school attendance the Committee may suspend, place on probation, or revoke the apprentice's Apprenticeship Agreement, and the Company hereby agrees to carry out the instruction of said Committee in this respect. The apprentice and the apprentice's parent or guardian hereby agree to abide by any such determination of such Committee.

The Registration Agency, and the International Union, UAW, shall be notified of any such suspension or revocation.

Article 12. Plant Subcommittees of the Joint Apprenticeship Committee

There are hereby established plant Subcommittees of the Joint Apprenticeship Committee as defined in Article 1. These plant Subcommittees shall be composed of ~~at least~~ two ~~members~~ Local Joint Apprentice Committee Representatives (LJAC), ~~Half~~ one ~~of these Subcommittee members~~ shall be appointed by and represent the Company and ~~half~~ the other shall be appointed by the Vice President and Director, UAW National Ford Department ~~Director~~ and represent the Union. ~~These plant Subcommittees shall select Co-Chairs, one Company and one Union member~~. Additional plant subcommittee members will include a Plant Operating Committee Member/Area Manager Champion. The LJAC Representatives shall serve as the Plant Subcommittee Co-Chairs. These plant Subcommittees shall meet at least once a month or on the call of either of the Co-Chairs.

The Union member~~(s)~~ of a plant Subcommittee shall be considered a part-time representative~~(s)~~ and ~~each~~, upon properly reporting to ~~his/her~~ their Supervisor when it becomes necessary to leave an assigned job, shall be accorded the privilege of leaving work to promptly perform specific, duly authorized duties, listed below, of the Plant Subcommittee without loss of time, on the understanding that this privilege will not be abused and that each part-time Committee representative will continue to work at assigned jobs at all times not required for the performance of such duties. The part-time Subcommittee representative will report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in the performance of Subcommittee duties.

No special privileges shall be accorded part-time Committee representatives during layoffs or overtime work.

It shall be the duty of the Subcommittees of the Joint Apprenticeship Committee to:

(a) Monitor the progress of all apprentices at their location. This specifically includes monitoring apprentices' shop and school progress and performance, and making contact, when required, with apprentices on the job to determine progress. It also includes reviewing apprentices' in-course progress assessment reports, and prescribing training, shop rotation, and/or other appropriate remedial actions necessary to improve apprentices' performance in the program. LJACs will review the status of each apprentice with the plant champion at each monthly subcommittee meeting.

(b) Hear and decide all questions involving apprentices under these Standards which relate to their apprenticeship.

subject to approval of the Joint Apprenticeship Committee, including the apprentice's seniority date in cases referred to in Article 15(a), if the plant delays the release of the apprentice involved.

(c) Recommend to the Joint Apprenticeship Committee that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein. No Certificates will be issued by the Registration Agency unless approved by the Joint Apprenticeship Committee.

(d) Assist in projecting, as best possible, the future attrition rate of journeypersons in apprenticeable trades at their location, so appropriate numbers of apprentices to be placed on course may be requested.

(e) Work with local colleges and training vendors to establish and maintain necessary related training curricula.

(f) Offer suggestions to the Joint Apprenticeship Committee for the improvement of the apprentice program.

(g) Comply with all procedures as established by the Joint Apprenticeship Committee.

(h) Submit minutes of meetings and all other related data to the Joint Apprenticeship Committee for final approval.

(i) Ensure each apprentice receives all 90 day/500 hour audits.

a. 90 day/500 hour audits include reviews of apprentice status on shop hours, task completion, Related Training Instruction (RTI), enhanced training at Technical Training Center (TTC), shop performance evaluations and other relevant data.

b. Completion of apprentice shop performance evaluations is the responsibility of the Maintenance Process Coach with input from others including Journeyperson(s) and Team Managers.

c. Both UAW and Company LJAC Representatives, as well as the salaried employee(s) that completed the shop performance evaluation, will be present when evaluations are reviewed with the apprentice.

Article 15. Seniority

(a) New apprentices and rehired apprentices shall be regarded as probationary apprentices and shall establish apprentice seniority after the first ~~three~~ **six**(~~3~~6) months of continuous employment with the Company as an apprentice.

In order to become a seniority apprentice, a probationary apprentice must have been employed for a total of ~~three~~ **six** (~~3~~6) months as an apprentice within the year following the date the person was approved and accepted as an indentured apprentice by the Joint Apprenticeship Committee or last rehired as an apprentice, whichever is the later.

Following completion of the probationary period, the apprentice shall be given apprentice seniority as of the date ~~three~~ **six**(~~3~~6) months prior to the completion date of the probationary period and will thereafter exercise seniority as provided hereinafter. An apprentice's seniority date shall not precede the date the individual is placed on an apprentice classification, or the apprentice's date of hire, or date of rehire, whichever is the later, except that if the plant delays the release of an hourly employee on the active payroll who has been qualified and approved for placement as an apprentice, such employee shall be considered as being on course as of the date indicated in the "Date Required" column on the Hourly Personnel Requisition, Form 458. However, at no time can the on-course date be earlier than the date the requisition receives final approval, which date must be clearly noted and initialed on the requisition. Disputes involving apprentice seniority dates will be resolved by the Joint Apprenticeship Committee.

Full credit for actual hours spent in training shall be granted toward completion of the individual's apprenticeship. For the purposes of this Article, a rehired apprentice is one who has been placed back on course after losing apprentice seniority, was not eligible for reinstatement as an apprentice or who had been removed from course for cause by the Joint Apprenticeship Committee (as opposed to one who had been suspended by the Committee).

(b) In no event shall an apprentice acquire apprentice seniority until the apprentice has acquired seniority as a Company employee.

(c) Apprentices will exercise their seniority in their occupational group. For example, if there are four apprentices in the diemaking occupation, and a reduction in this number is required, the apprentice with the earliest on course date shall be last laid off and the last laid off shall be the first to be reinstated.

(d) An apprentice starting training on or after September 15, 1970, shall be given seniority as a journeyperson, upon completion of apprenticeship, equal to the calendar days subsequent to the person's last hiring date as an apprentice and prior to the date of completion of the apprenticeship.

(e) Apprentices who joined the Armed Forces or were on a Peace Corps leave and upon return were indentured in some other trade shall be given, for seniority purposes as apprentices, full credit for time spent in military service and on a Peace Corps leave plus such evaluated credit hours agreed to by the Joint Apprenticeship Committee for training gained in such other apprentice classification(s). Upon graduation, such veterans and those who were on a Peace Corps leave shall have their seniority computed in accordance with paragraph (d) above.

(f) The provision of Article VIII, Section 5, Paragraph (6) of the Collective Bargaining Agreement shall be amended insofar as it applies to apprentices covered by this Agreement to the extent that such apprentices hired subsequent to June 20, 1941 shall not lose their apprentice seniority unless they are continuously unemployed by the Company for a period of time equal to their apprentice seniority but in no case less than four years (48 months).

In connection with the foregoing amendments as they might affect both journeypersons and apprentices, it is expressly understood and agreed that the Company shall assume no liability for back pay claims with respect to holidays, vacations, or any other matter as a result of the retroactive adjustment of such seniority considerations or while such adjustments are being made, nor shall it be liable in any manner with respect to individuals who may be missed in such readjustment and the only redress the Union or its members may seek shall be a seniority correction in the record of such individuals who may be called to the attention of the Company by the Union.

The extension of recall privileges provided for herein is not to be construed as expanding any other contractual privileges beyond the specific provisions of the Master Agreement.

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(g) Apprentices may be transferred from one seniority Unit to another in accordance with the provisions of Article VIII, Sections 23 and 24, and the Letter of Understanding on Apprentice Preferential Placement~~, Protected Status Placement,~~ and Return to Basic Unit~~y~~ Provisions dated ~~October 9, 1999~~ October 4, 2011 of the Collective Bargaining Agreement upon specific prior approval of the Joint Apprenticeship Committee under certain conditions hereinafter outlined:

(1) An apprentice, affected by a reduction of force, discontinued operation or classification in a plant, so transferred shall be accorded all of the person's apprentice seniority in the new seniority Unit. Upon graduation, such apprentice shall have total journeyperson seniority in the new seniority Unit.

(h) Upon the apprentice's request, the individual may be transferred from one seniority Unit to another upon specific prior approval of the Joint Apprenticeship Committee. An apprentice so transferred shall be accorded date-of-entry apprentice seniority in the new seniority Unit. It is also expressly understood and agreed that such apprentice shall retain no apprentice seniority rights in the seniority Unit(s) from which the apprentice has transferred. Upon graduation, such apprentice shall be credited with seniority as a journeyperson in the new seniority Unit equal to the apprentice's "on course" time in the new seniority Unit, plus time while on leave of absence for service with the Peace Corps in accordance with Article VIII, Section 31(c) of the Collective Bargaining Agreement, military service time in accordance with Article VIII, Section 33 of the Collective Bargaining Agreement, vacations and time lost during reduction in force while employed in the new seniority Unit.

(i) An employee who has seniority on an hourly rated job and later transfers to an apprentice classification may, in the event of a reduction of force in the individual's apprentice classification, elect to take a layoff or exercise accumulated seniority on an hourly rated classification which the apprentice held prior to entering the apprentice classification.

(j) An apprentice who has seniority only on the apprentice classification may, in the event of a reduction of force, elect to take a layoff or accept available work.

8/22/23

APPENDICES

Shop Training
Successful performance of tasks defined in the Training Guides are the minimum shop training requirements apprentices must accomplish. Apprentices having demonstrated the ability to perform tasks defined in the Training Guides may be rotated through other shop phases of their trade to gain proficiency or learn new tasks brought about by technological change.

A requirement of shop training is successful completion during the first 500 shop hours of all modules contained in the Apprentice Safety Orientation Program and the Safety Task contained in the Basic Training Guide. The plant subcommittee is responsible for monitoring completion of this requirement and the requirement that employees be provided a safety training orientation program of up to 40 hours in duration during the process of their being placed on the Apprentice Program. Subsequent safety related training will consist of 24 hours during Core Skills and at least 24 hours of trade-specific training throughout the balance of their apprenticeship. These hours would be contained within their total course work hours.

Related Instruction
See Article 10(b)

APPENDIX A
INDUSTRIAL ELECTRICITY
Schedule of Shop Training

Layout, Construction & Installation
General Maintenance and Repair
Power Construction, Sub Station
Maintenance, and Operation
Electronic Equipment Troubleshooting,
Maintenance and Repair
- Programmable Logic Controllers
- Solid State Controls
- Robotic Equipment

Total.....8000 hours

APPENDIX B
INDUSTRIAL TRUCK MECHANIC
Schedule of Shop Training

Chassis Maintenance
Transmission and Clutches
Gas and Diesel Engines and Electric
Motor Repair and Maintenance
Electrical, Cooling and Hydraulic
Systems Maintenance and Repair
Battery, Wheel and Tire Maintenance

Total.....8000 hours

APPENDIX C
MACHINE REPAIR
Schedule of Shop Training

*Lathe
*Standard and Specialty Milling Machines
Grinders I.D., O.D., and *Surface
~~CNC Machines, EDM, CMM,~~
~~Laser Cutting Machines~~
Bench and Floor Work

Total.....8000 hours

*Must complete a total of 1,500 shop hours of machine time on the identified machines prior to reaching 4,000 program hours. **Machine time requirements will**

not delay timing of required apprentice assessments.

APPENDIX D
METAL MODEL MAKING
Schedule of Shop Training

Metal Forming/Bench Layout and Press Area
Body In White Assembly
Body Side Assembly
Underbody Assembly
Hemming/Closing and
  Metal Finishing
Prototype Fixture Building
Body Finalizing
Body Structure Concepts
Tools and Machine Awareness
~~Tool Room~~
*Lathe
*Standard and Specialty Milling Machines
Grinders -- I.D., O.D. and *Surface
Inspection Awareness
Basic Welding Exposure

Total.....8000 hours

*Must complete a total of 1,500 shop hours of machine time on the identified machines prior to reaching 4,000 program hours. Machine time requirements will not delay timing of required apprentice assessments.

APPENDIX E
MILLWRIGHT
Schedule of Shop Training

Troubleshoot, Maintain, Remove
  and Replace Machinery and Equipment
Layout, Fabricate and Install
  Structural Equipment & Machinery
Cranes, Elevators, Speed Reducers
  and Variable Speed Drives

Total.....8000 hours

APPENDIX F
PLUMBING-PIPEFITTING
Schedule of Shop Training

Layout, Construction & Installation
Steamfitting & Pipefitting
  Maintenance
Plumbing Installation & Maintenance
Troubleshoot and Repair Valves and
  Pneumatic Equipment

Total.....8000 hours

APPENDIX G
TOOLMAKING
Schedule of Shop Training

*Lathe
*Standard and Specialty Milling Machines
Grinders -- I.D., O.D. and *Surface
CNC Machines, EDM, CMM, Laser Cutting Machines
Bench Work
Floor Maintenance

Total.....8000 hours

*Must complete a total of 1,500 shop hours of machine time on the identified machines prior to reaching 4,000 program hours. **Machine time requirements will not delay timing of required apprentice assessments.**

APPENDIX H
TOOL AND DIEMAKING
Schedule of Shop Training

*Lathe
*Standard and Specialty Milling Machines
Grinders -- I.D., O.D. and *Surface
CNC Machines, EDM, CMM, Laser Cutting Machines
Bench Work
Floor Maintenance
Die Tryout

Total.....8000 hours

*Must complete a total of 1,500 shop hours of machine time on the identified machines prior to reaching 4,000 program hours. **Machine time requirements will not delay timing of required apprentice assessments.**

APPENDIX I
WELDING
Schedule of Shop Training

Machinery and Equipment
Construction and Fabrication
Pipe Welding
Tool & Die Welding

Total.....8000 hours

SELECTION AND TRAINING - MAINTENANCE GENERAL PLANT
SKILLED CLASSIFICATION, PARTS SUPPLY AND LOGISTICS

~~OCTOBER 30, 2019~~
~~xx/xx/xxxx~~

~~Mr. Rory L. Gamble~~
Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gamble~~ **Browning**:
Subject: Selection and Training - Maintenance General Plant Skilled Classification, Parts Supply and Logistics

During ~~2019~~ **the 2023** negotiations the parties discussed the selection and training requirements of the Maintenance General Plant Skilled **(MGPS)** classification. The parties recognized ~~the importance of the current program in~~ identifying qualified candidates from within and training **MGPS** ~~Maintenance General Plant Skilled~~ employees to perform the "core skills" as may be required.

The parties ~~reviewed~~ **discussed** ~~a~~ **the** replacement strategy, ~~and agreed to regularly discuss anticipated vacancies so that a potential replacement can be identified. The parties will jointly prioritize facilities with the greatest need beginning the first quarter of 2020. The parties also discussed~~ **as well as,** the assessment and selection process, ~~established in 1999~~ and confirmed the following understanding:

- **The Company commits to develop a new certified MGPS test within one year of the effective date of the 2023 Master Agreement. The test results will be used to determine the candidates "ability" regarding the posting process. The existing selection practices will be utilized until the new test is implemented.**
- Employees who passed the former assessments and are on the "tested list" **or "interviewed list"** are not required to be reassessed. ~~The parties confirmed the eligible candidates on the "tested list".~~
- As openings occur in the **MGPS** ~~Maintenance General Plant Skilled~~ Classification for a building, they will be filled **in the following order** ~~as follows~~:
  - Candidates on the approved "tested list" in seniority order from the building with the opening.

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SELECTION AND TRAINING - MAINTENANCE GENERAL PLANT SKILLED CLASSIFICATION, PARTS SUPPLY AND LOGISTICS

- **Candidates on the approved "interviewed list" in seniority order from the building with the opening.**
- If **both** the "tested list" **and/or "interviewed list" are** ~~is~~ exhausted, the position will be filled by a local posting process from candidates within the building. **Applicants who are successfully screened for merit will be permitted to take the certified MGPS test. Candidates who successfully pass the certified MGPS test will be offered the position based on seniority.** ~~Candidates will be selected based upon merit and ability determined by a pass or fail interview process. At the employee's request the Chairperson will be present during the interview. Selection will be by seniority among the candidates who passed the interview process.~~
- After selection and training, should a candidate be unable to perform the core skills, he/she may be disqualified.
- Openings may be permanent or temporary.

Temporary openings may occur when the incumbent is absent for one (1) week (Monday - Friday), or greater, including Memorial Day, Independence Day and Labor Day but excluding all other holidays.

This program will not have any effect on the existing classification structure in the parts distribution system, nor will it have any effect on existing placement or hiring procedures.

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Scott Britton,
Executive Director
U.S. Labor Affairs

8-25-23

Concur: ~~Rory L. Gamble~~ **Chuck Browning**

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APPRENTICE ELIGIBILITY LISTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble Jr~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Apprentice Eligibility Lists

During ~~2019~~ **2023** negotiations, the parties discussed **plant feedback requesting** improvements to the current procedure used to identify candidates for the Apprentice Program Eligibility Lists at our locations.

After lengthy discussions, the parties agreed to the following:

- **The National Joint Apprentice Committee will partner with the appropriate company and union employees to discuss, identify, and implement improvements to the existing Industrial Readiness Certificate Program. Specific improvements are to include, but are not limited to, the addition of a reliable measure of mechanical aptitude for eligible employees interested in gaining entry onto an apprentice eligibility list.**

- The national joint parties have identified community colleges and an online provider to ~~establish~~ **administer** the standardized Industrial Readiness Certificate Program. In the event the community college is unable to meet minimum class sizes, the online provider will be the remaining option available.

- All employees interested in earning a position on the facility's Apprentice Eligibility List must successfully complete the Industrial Readiness Certificate Program. Employee Tuition Assistance Program (ETAP) benefits will apply.

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APPRENTICE ELIGIBILITY LISTS

- Employees that successfully complete the Industrial Readiness Certificate Program will be added to their facility's Apprentice Eligibility List as follows:

  1. The employee completes the program requirements, obtains the official transcript from the college and submits the transcript to the Local Joint Apprenticeship Representative.

  2. Upon submitting the Transcript, the employee must complete and sign the "Skilled Trades Preference Selection" form (choosing three trade preferences available at that facility).

  3. After approval from the Local Joint Apprenticeship Committee (LJAC), the above documents will be submitted to the National Joint Apprenticeship Committee (NJAC) for review and approval. Once approved, the employee will be added to the current location's Apprentice Eligibility List consistent with the process detailed below.

Eligibility List Process

The following will apply for candidates meeting the eligibility list criteria:

- Annual windows will open January 1st and close at the end of business December 31st. Once an employee submits the required documentation as defined above, and receives NJAC approval, the candidate will become eligible for placement on their facility's apprentice wait list, in company seniority order, for the specific window year in which certification was completed.

- When certification is completed at the end of a window year, submission of the required documents for eligibility on a yearly list must be no later than January 31st of the following year.

- The order of surveying for apprentice opportunities will start with the earliest established annual list, then proceed to the next earliest annual list, and so on. This process will continue until the current open apprentice requisitions are filled.

- **Employees on an Apprentice Eligibility List will have 5 calendar days from initial contact from a LJAC representative to respond to an apprenticeship offer.**

Employees that fail to respond within this timeframe will be bypassed for the current opportunity with no penalty to the employee relative to the employee's position on the eligibility list.

- **Apprentices that failed the apprentice program may not re-enter the Apprentice Eligibility List during the term of this collective bargaining agreement.**

- In the event a location does not have sufficient candidates on its eligibility list to fill open apprentice requisitions, the local parties must contact the National Joint Apprenticeship Committee for resolution.

Placement on Apprentice Eligibility Lists Following Transfer

Transfer situations in which the NJAC has approved an employee's request to transfer from the apprenticeship eligibility list of one seniority unit to another unit's list must be in accordance with the Collective Bargaining Agreement between Ford Motor Company and the Union including Memorandum of Understanding and/or Article 15(g) and (h) of the Apprenticeship Standards.

Employees that are transferring their basic unit in-zone, taking a basic relocation allowance or following the Modified Enhanced Relocation process, have the option of transferring their apprentice eligibility list placement to the new unit. Once the employee makes a request to transfer apprentice eligibility list location, and the request is approved by the National Joint Apprentice Committee, the employee's name will be added to the new unit's apprentice eligibility list in seniority order in the current open window period under the terms of this letter.

Employees that transfer units following provisions of the Enhanced Relocation process ~~will have~~ **must transfer** their apprentice eligibility list placement ~~transferred~~ to the new unit's apprentice eligibility list **following the NJAC waitlist transfer process.** ~~in seniority order in the current open window period under the terms of this letter~~. **Once approved by the National Joint Apprentice Committee, the employee will be added to the new basic unit's eligibility list in seniority order in the current open window period under the terms of this letter.**

Also covered by the above practices are:

- Employees who were apprentices at their previous facility and who were subject to a reduction-in-force in their previous apprentice classifications.

APPRENTICE ELIGIBILITY LISTS

- Employees who are apprentices at their present facility and who elect to "return home" under provisions of Appendix O, Memorandum of Understanding, Return to Basic Unit.

The JAC will determine the trade or trades for which the employee is eligible at the employee's present facility, examining such factors as forecasted trade requirements and availability of JAC-approved apprenticeship in those trades at that facility. If the previous trade in which the apprentice was indentured is not available at the present facility, the apprentice may be given three other trade preferences.

The parties also agreed that nothing in the above is intended to deviate from the Apprenticeship Standards nor modify other administrative practices relating either to existing retesting procedures or trade preference practices of the Joint Apprenticeship Committee.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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08/22/23

APPRENTICE ELIGIBILITY LIST PROCESS
FOR TEMPORARY EMPLOYEES

~~October 30, 2019~~

~~Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Apprenticeship Eligibility List Process for Temporary Employees

During ~~2019~~ **these** negotiations, the parties had multiple conversations regarding the possibility of allowing temporary employees entry onto a location's Apprentice Eligibility List. After lengthy discussions, the parties agreed on the following procedure for interested temporary employees~~:, to be effective 90 days following the effective date of the 2019 Agreement:~~

- Any temporary employee, on the active employment rolls for 90 days or more since their most recent hire or rehire date, interested in earning a position on the current facility's Apprentice Eligibility List may apply to enroll in the Industrial Readiness Certificate Program (IRCP). Employee Tuition Assistance Program (Personal Development Assistance) benefits for active temporary employees will apply for this purpose effective after the 90th day following their most recent hire or rehire date.
- Temporary employees that successfully complete the Industrial Readiness Certificate Program will be added to their current facility's Apprentice Eligibility List as follows:
    1. Temporary employees successfully completing the Industrial Readiness Certificate Program must obtain the official transcript(s) from the college(s) and submit the document to the Local Joint Apprenticeship Representative.

2. Upon submitting the IRCP Transcript, the employee must complete and sign the "Skilled Trades Preference Selection" form (choosing three trade preferences available at that facility).
3. After approval from the Local Joint Apprenticeship Committee (LJAC), the above documents will be submitted to the National Joint Apprenticeship Committee (NJAC) for review and approval. Once approved by the NJAC, the temporary employee will be added to the current location's Apprentice Eligibility List in accordance with the "Eligibility List Process" within the Letter of Understanding titled "Apprentice Eligibility List."

- A temporary employee may be assigned to multiple plants, as such, the temporary employee will follow the "Apprentice Eligibility Lists" Letter of Understanding sections titled Eligibility List Process and Placement on Apprentice Eligibility Lists Following Transfer. Temporary employees are not eligible for any of the relocation allowances mentioned in these sections.
- Temporary employees who were laid off for a period of time exceeding the amount of time on the active rolls since their most recent hire or rehire ("time for time"), will be removed from their facility's Apprentice Eligibility List. Upon rehire, and after 90 days following their most recent rehire date, they may resubmit the original college IRCP transcript(s) and "Skilled Trades Preference Selection" form again at their "rehired" location, and follow the process in the "Eligibility List Process" section in the "Apprentice Eligibility Lists" Letter of Understanding to be placed back on the "rehired" facility's Apprentice Eligibility List.
- Once a temporary employee is indentured as an apprentice they shall be regarded as a probationary apprentice and shall establish apprentice seniority after the first ~~three (3)~~ **six (6)** months of continuous employment with the company as an apprentice per the Apprenticeship Standards Article 15. They will also be regarded as a probationary employee in accordance with Volume I, Article VIII, Section 4.
- **Additionally, temporary employees that meet the apprenticeship eligibility requirements herein will obtain an apprentice seniority date when they are placed into an apprentice classification. At that time they will be given a Ford service date as outlined in Appendix K.**

APPRENTICE ELIGIBILITY LIST PROCESS
FOR TEMPORARY EMPLOYEES

- **Temporary employees not completing the apprenticeship program will be referred to the (NJSOESC)National Job Security Operational Effectiveness, and Sourcing Committee for placement into a non-skilled position.**
- Apprentice wages are identified within the Apprenticeship Standards, Article 9.

It is recognized the arrangements covered by this letter have potentially complex administrative implications. Concerns regarding the administration of this letter will be referred to the National Joint Apprenticeship Committee for resolution.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Apprentice Program Classifications

This letter confirms the parties' understanding that effective with the new Collective Bargaining Agreement, the following trades are removed from the Appendices, Apprenticeship Standards:

- Automotive Mechanic
- Refrigeration and Air Conditioning
- Power House Mechanic
- Stationary Steam Engineering
- Industrial Instrumentation Industrial Pyrometry

Furthermore, the parties acknowledge the provisions of the UAW-Ford Collective Bargaining Agreement pertaining to Outsourcing, as appropriate, shall continue to have application with respect to the work performed by the bulleted classifications identified above. It is not the Company's intention to outsource the work of these classifications as a result of this letter of understanding.

In the event that individuals are needed in the above trades, internal qualified applicants from the location with the need will be selected first. If no qualified candidate is identified internally the position may be filled with a direct hire or some other mutually agreed upon action. ~~If the above needs are filled by an external hire, an apprentice will be placed in an Apprenticable classification at the hiring location on a one for one basis for each external hire.~~

The status of journeypersons in these trades is unaffected by this letter of understanding. In the event of a surplus, the employees in these classifications may be considered for opportunities to reskill to other apprenticable classifications if a need arises.

APPRENTICE PROGRAM CLASSIFICATIONS

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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08/25/23

APPRENTICE PROGRAM QUALITY AND ADMINISTRATION

~~October 7, 1990~~

~~Mr. Ernest Lofton~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Lofton:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Apprentice Program Quality and Administration

During these negotiations, the UAW brought to the Company's attention administrative issues which the Union believed should be addressed in order to improve further the operation of the Program and the quality of its graduates. These issues were: apprentices working alone, review of a major reduction-in-force of apprentices, availability of uniform related training, rotational apprentice assignments and plant subcommittee - management representatives.

Apprentices Working Alone

The Union raised the question of apprentices being assigned to work alone. The parties agreed that good judgment and a rule of reason should be used when making these assignments.

As a result of these discussions it was concluded that, consistent with existing training methods and facilities in the plant, apprentices should not be assigned to perform work without a journeyman being present unless the apprentice has been trained to do the job, has been instructed in the proper safety procedures, and is considered competent to perform the assignment. Experienced journeymen will generally be available to assist the apprentice in many normal floor assignments until that level of competence has been reached. Problems in this regard are a matter for review by the Joint Apprenticeship Committee.

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Unresolved issues concerning apprentices working alone may be referred by the Committee to the UAW National Ford Department and Employee Relations Staff.

Review of a ~~Major~~ Reduction-In-Force of Apprentices

The parties also discussed the meaning and intent of Article 11(h) providing authority to the Joint Apprenticeship Committee to review and approve in advance any facility plan to lay off ~~all~~ apprentices ~~in a particular trade~~. **While the intent of the apprentice program is to provide a stable training process and environment, in occurences such as cycle plan or volume changes, it could be necessary to reduce apprentices.** ~~In addition,~~ **Should this situation occur,** the **local** parties ~~agreed that the~~ **must seek advanced approval from the National** Joint Apprenticeship Committee **with oversight from the UAW National Ford Department and U.S. Labor Affairs.** ~~shall review in advance those facility reduction in force plans affecting a significant number of apprentices in a magnitude which could threaten the operation and continuity of the facility's apprentice program. Joint Apprenticeship Committee concerns about such planned reductions should be brought to the attention of discussed with the Employee Relations Manager of the facility and the Local Union Chairperson.~~

Availability of Uniform Related Training

The Union discussed the inability of some provider schools to deliver advanced training courses in a convenient, timely, and uniform manner and noted that some courses are not always available because apprentice enrollments are less than the minimum class size required by the provider schools.

The parties shall request the Joint Apprenticeship Committee to consider one or more of the following approaches to assist in minimizing the lack of uniformity in related instruction:

- Coordinate planned attendance and scheduling of related training courses in multi-plant areas to enlarge the number of apprentices attending at the local provider school.
- Consult with education providers to possibly alter certain required instruction courses on a pilot basis using more generic course content and permitting a larger number of apprentices or other employees to enroll.

- Take the necessary actions to provide such courses, where appropriate and feasible, in-plant or at a selected multi-plant site.
- Replace providers where necessary and feasible.
- Investigate with providers their ability and willingness to deliver course content via high technology education methods, while assuring mastery of material.
- Work with other companies to supply sufficient students to meet class size minimums.

To meet special circumstances, the Joint Apprenticeship Committee may approve the offering of related training courses during normal working hours subject to the concurrence of local management and union at those facilities. Courses conducted during normal working hours are not eligible for a training incentive.

Rotational Apprentice Assignments

The Union complained that apprentices at some plants, particularly plants operated under an area management organizational structure, encounter difficulties in obtaining appropriate rotational movements in a timely manner.

As a result, the Company has committed to review these complaints with operating management and request that corrective measures be taken as appropriate. The Company's policy in this matter is to provide meaningful rotational shop assignments in a timely manner so that the apprentice's development can result in a best-in-class journeyman to support the success and viability of the operations served.

Plant Subcommittee - Management Representatives

The Union also expressed concern that in some instances the management members of the Plant Subcommittee of the Joint Apprenticeship Committee do not possess sufficient skilled trades knowledge or experience to adequately discuss apprentice training concerns.

The Company advised the Union that at those facilities where the management member does not have skilled trades experience, Plant Employee Relations Managers will be advised of the desirability of providing such a resource. Problems in this regard may be brought to the attention of the Plant Employee Relations Manager by the local Union for review and correction, as necessary.

APPRENTICE PROGRAM QUALITY AND ADMINISTRATION

~~Very truly yours,~~

~~ERNEST J. SAVOIE, Director~~
~~Employee Development Office~~
~~Employee Relations Staff~~

~~Concur: Ernest Lofton~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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08/31/23

APPRENTICE PROGRAM REVISIONS

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW-Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Apprentice Program Revisions

During ~~the 2007~~ negotiations, the parties **had multiple discussions regarding the** ~~discussed~~ UAW-Ford Apprentice Program ~~revisions that will be required due to the consolidation of skilled trades job classifications~~. It was acknowledged that, **while the program in its current state is highly regarded within the industry, continuous improvement of program content, processes, policies and delivery methods remain a key priority.** ~~the merging of apprenticeships, as required to support such trade consolidations, will necessitate an extensive review of the elements in existing apprentice training programs and an identification of the particular skills and knowledge required for the new trade classifications.~~

Based on these discussions, it was mutually agreed that the National Joint Apprenticeship Committee will **explore and, where feasible, implement revisions to the joint apprentice program.** ~~revise the apprentice training programs for the individual trade groups.~~ These revisions will include, but will not be limited to:

- ~~Job task analyses, and review/revision of Related Training Instruction curricula, based on skills and knowledge required to operate and maintain process equipment, maintenance and construction;~~
- ~~Improved and expanded training concepts such as FTPM, FPS, MOS and QOS related to the skilled trades;~~
- Core skills training curricula;

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- Enhanced apprentice training programs and curricula; ~~and~~
- Apprentice progress assessment processes, ~~and~~ procedures **and assessment frequency**;
- **Improvements to Related Training Instruction (RTI) content and delivery;**
- **Partner with manufacturing and plant leadership to obtain active skilled trades employees as apprentice instructors at the UAW-Ford Technical Training Center;**
- **Identify and implement a new Apprentice Tracking System; and**
- **Revise the Joint Apprentice Committee Administrative Handbook to ensure all program requirements, policies and procedures and other program standards are current**

It was recognized that diligent review and revision of these apprentice training elements, with the support and guidance from the National Skilled Trades Governance Committee, will help ensure that the UAW-Ford Apprentice Program continues to maintain its long-standing "best in class" status.

Based on the above reviews and revisions, the National Joint Apprenticeship Committee will update all apprentice training materials, requirements, and procedures, and will distribute them to local joint apprenticeship committee representatives. ~~In addition, the Committee will report, semi-annually, it's progress and the individual facility's status to the National Skilled Trades Governance Committee.~~

This initiative will begin as soon as practicable following the effective date of this Agreement.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Bob King~~

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08/11/23

JOB SECURITY - APPRENTICE FORECASTING AND DEVELOPMENT

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Job Security - Apprentice Forecasting and Development

During these negotiations, the Union and the Company acknowledged that skilled trades personnel provide vital maintenance and construction support to operations, and that there is a direct relationship between the effectiveness of skilled trades personnel and the success and viability of the operations they serve. Establishing new levels of competence within the apprenticable trades through training and assessment of apprentices will permit the Union and the Company to pursue the critical objective of continuous improvement in quality, flexibility and operational effectiveness and, in turn, enhance job security.

Program Size

Consistent with these discussions and in response to present skilled trades demographics, potential future retirements, and attrition, the Company commits to retaining a viable apprentice program. It is recognized, however, that business conditions, increasing competitive pressures and the future business outlook will continue to impact the number of apprentices required to be placed on course. Nevertheless, the Company recognizes the Apprentice Program as an important source of qualified journeypersons and the fact that the program has historically been the source of the majority of journeypersons within the Company. Both parties recognize that an active, viable Apprentice Program must align with the business requirements in terms of both content and size and that it is the Company's intention to continue to utilize the Apprentice Program as a major source of future journeypersons.

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JOB SECURITY - APPRENTICE FORECASTING AND DEVELOPMENT

Given these considerations, the parties agree to continue an apprentice needs forecasting methodology that will include an annual review to align apprentice needs with business requirements.

In an attempt to ensure that an appropriate number of apprentices are placed on course when and where required, the national parties, business conditions permitting, will:

- Use the first pay period ending in January of each year during the term of this agreement to calculate a ~~50%~~ 55% threshold number.

  This threshold number will be calculated annually for all plant locations with UAW-Ford apprenticable classifications to identify the number of skilled trades on the active roll within apprenticable classifications at that plant on the calculation date who will be 65 years of age or older at any point within four consecutive calendar years following the calculation date. Any skilled trades person included in a prior year's calculation is excluded from all subsequent year calculations. A number of apprentices equal to ~~50%~~ 55% of this calculation will then be placed on course at that plant.

  Apprentices will be placed on course as soon as practicable as determined by the National Joint Apprenticeship Committee.

- The Company will use the first pay period ending in December of each year to identify the number of apprenticeable Skilled Trade employees who voluntarily separated (i) having reached age 55 or older with 10 or more years of service from such employee's Ford service date, or (ii) were any age with 30 or more years of service from such employee's Ford service date, and (iii) who were less than 61 years of age on the date of their voluntary separation and whose voluntary separation occurred at the location during the previous 52 weeks.

  To address the Union's concerns regarding apprenticeable Skilled Trade employees hired on or after October 24, 2011 who separated under the conditions mentioned above, not being identified in Ford's systems, a new transaction code will be created by the Company to exclusively identify these apprenticeable Skilled Trade employees.

  Apprentices will be placed on course in a number equal to such voluntary separation for that review period, as soon

JOB SECURITY - APPRENTICE FORECASTING AND DEVELOPMENT

as, practicable as determined by the National Joint Apprenticeship Committee.

- Use the first pay period ending in July of each year during the term of this agreement to calculate a ~~5%~~ 8% threshold number.

  This threshold number will address ongoing staffing needs resulting from normal attrition by maintaining a minimum threshold number of apprentices at all plant locations with UAW-Ford apprenticable classifications, equal to the ratio of at least ~~5%~~ 8% apprentices to skilled trades on the active roll within apprenticable classifications at that plant on the calculation date.

  Apprentices scheduled to be added as a result of the annual ~~50%~~ 55% ratio calculation described above will be included with the apprentices on the active roll when calculating the annual ~~5%~~ 8% threshold.

  If a situation arises where a location falls below the 8% threshold, the NJAC will work with the local parties to develop a plan to add the required number of apprentices based on current business conditions.~~Apprentices will be placed on course as soon as practicable as determined by the National Joint Apprenticeship Committee.~~

- Review the need for incremental apprentices on a plant by-plant basis based upon future program needs, business plans and/or other considerations

These calculations using the 55% threshold formula could result in adding approximately ~~600~~ 700 apprentices during the term of this agreement, business conditions permitting. Apprentices added as a result of voluntary seperations prior to age 61 in apprenticeable classifications will be incremental to this estimated number.

Following these negotiations, and annually in each remaining year of the Agreement, a letter will be signed by the NJAC, Division Finance, and an appropriate Operating Executive, and issued to each Ford facility with an Apprentice Program, detailing the number of apprentices to be indentured. The mix of apprentice classifications will be determined by local parties based upon current and future business needs. Further, the plant apprentice mix will be submitted to the NJAC by the date requested when the annual apprentice allocation is communicated. In the event the NJAC does not receive the plant's desired mix by said date, the NJAC will determine the plant mix based upon a classification specific attrition forecast. Concerns regarding mix will be

referred to Labor Affairs and the National Ford Department for resolution.

Apprentices will be added in accordance with the annual method detailed above provided that qualified candidates can be found who meet all the selection criteria. The national parties will resolve any discrepancies with the annual forecasting method. An effort will be made to manage the flow of accessions to facilitate the orderly scheduling of core skills training for new apprentices. It is understood that while the existing work force will be a major source of future apprentices, this will not limit the NJAC from making adjustments based on mutually agreed upon business conditions.

It is also understood that in cases where graduating apprentices would create a surplus in the local skilled workforce, these graduating apprentices will be recognized as journeypersons and will have the option of either being placed on indefinite layoff or be placed to work in a production classification. These journeypersons will be subject to placement in accordance with all the provisions of the Job Security Program as identified in Appendices M, N and O of the 2019 UAW-Ford CBA. Furthermore, where there is an immediate need for journeypersons skills at a particular location, and/or where skilled trades employees impacted by workforce reduction actions are available, it may be necessary to add journeypersons in place of apprentices agreed upon in this letter. In this regard, provisions of Appendix N, Memorandum of Understanding on Preferential Placement Arrangements and Appendix M, Memorandum of Understanding, Job Security Program will be considered as required.

The National Joint Apprenticeship Committee will monitor the indenturement of apprentices and will review this information with the Labor Affairs Office and the National Ford Department on a regular basis.

Enhanced Apprenticeship Training

The following enhancements to apprenticeship training will be undertaken:

- Continue to explore means to deliver more uniform related instruction to all locations having an apprentice program, based on analysis of needs, available materials and technology including various forms of distance learning.

- Continue to improve and modify the core skills training for new apprentices (e.g., ~~FTPM~~ MOS concepts, ~~or~~ new skill sets required, etc.) ~~and in course~~ as well as progress assessments for active apprentices

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JOB SECURITY - APPRENTICE FORECASTING AND DEVELOPMENT

~~participants mid-way through the program~~. The core skills training ~~may~~ **will** be conducted at the UAW-Ford Technical Training Center ~~or at a vendor's facility selected by the National Joint Apprenticeship Committee (NJAC)~~. ~~Generally, apprentices selected for the in-course assessment should have worked a minimum of 3,000 but not more than 5,000 shop hours. Appropriate remedial action plans, based on assessment outcomes, will be developed for the individual apprentices included in this assessment. The results of such assessments shall be considered but shall not be the sole determinant of continuance on course~~. **Progress and graduation assessments for active apprentices will be scheduled and conducted consistent with the National Joint Apprenticeship Committee Assessment Policy.**

- Continue the highly successful Troubleshooting Strategies course, previously developed for the Electrical and Machine Repair Apprenticeship, and assess and implement, as appropriate to other apprenticeships such as Tool and Die, and Plumber-Pipefitter. Apprentices should complete this course between 2,000 and 3,000 hours.

- Continue as a standard element of the Apprentice Program the basic training to introduce apprentices in the metal trades to the principles used in computer-controlled equipment and devices associated with job performance involving operating coordinate measuring machines (CMM), related computer- aided design (CAD) equipment, and computer operating systems. This training would include classroom as well as "hands-on" lab exercises.

  This introduction to CMM provides apprentices with a basic understanding of the work involved and assists them in determining whether they should pursue a career leading to Inspector - Tooling and Layout. Apprentices pursuing such a career would be offered an opportunity to enroll in supplemental training in CMM and related subjects being offered to employees classified as Inspector - Tooling and Layout.

- Continue, as appropriate, to benchmark exemplary apprentice programs to further continuous improvement in all aspects of the Apprentice Program.

- Identify (a) the various types of welding applications that require certification, (b) local, state, and/or federal certification examination requirements, and

(c) the welding equipment necessary to conduct such examinations.

- Continue a welder certification process for identified applications after review by the National Joint Apprenticeship Committee with the National Ford Department and the Labor Affairs Office.

- Review and revise apprentice curricula, as necessary, to ensure that apprentices receive training and instruction in reducing repair time and methodology for increasing time between machine failures, in accordance with FTPM principles.

- Review and, as necessary, revise apprentice curricula to ensure that training reflects current and anticipated technology

Task Analysis and Performance Assessment

The Union and the Company acknowledged that the present Apprentice Program can be improved by standardization of training delivery and periodic assessment of apprentice performance to ensure skill development. The parties agreed to jointly continue the task- and-performance-based apprentice program. Consistent with this objective, the following steps will be undertaken:

- Continue to conduct task analyses of the apprenticable trades (a minimum of two per year) to ensure that shop area learning and performance objectives can be expanded to all locations having an apprentice program.

- Continue development of periodic performance assessment guidelines which can be implemented at the apprentice's workplace to measure performance on basic trade tasks.

- Continue development of a graduation requirement and assessment to verify delivery of appropriate shop training and related instruction, and to ensure the successful job performance of apprentice program graduates.

~~*Expenses*~~

~~All non-wage related expenses incurred as a result of the above described Enhanced Apprenticeship Training, and Basic Training for Apprentices on Principles of Coordinate Measuring, including the expenses for design, delivery, necessary equipment, supplies, facilities, faculty, administration, ongoing evaluation, and non-~~

JOB SECURITY - APPRENTICE FORECASTING AND DEVELOPMENT

~~local student travel, where necessary, and for wages of the trainees shall be charged to the National Education, Development and Training Program fund.~~

The **National** Joint Apprenticeship Committee shall oversee the initiatives described above and shall periodically review the results, including evaluations by mutually selected outside parties, with ~~the Joint Governing Body and~~ appropriate representatives of the National Ford Department and the Labor Affairs Office.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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09/11/23

DEARBORN TOOL & DIE PLANT

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Dearborn Tool & Die Plant

During the ~~2019~~ **2023** negotiations, the parties discussed the ongoing competitiveness of the Dearborn Tool and Die Plant. The Company remains committed to enhancing the viability and competitiveness of the Dearborn Tool and Die Plant.

As a result of these discussions and the overall commitment to the plant, the Company agrees to make capital investments totaling ~~$10~~ **$15** million dollars to upgrade and/or purchase new equipment/technology during the term of this agreement.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Enhanced Skilled Trades Training

During these negotiations, the parties had extensive discussions regarding training for skilled trades employees. It was mutually recognized that while a number of Company locations independently have undertaken (and should be encouraged to continue) significant efforts in this area, it also would be advantageous to centrally develop and deliver certain types of skilled trades training to journeypersons throughout the Company. It also was mutually recognized that Journeypersons active participation in such training would maintain, increase, and broaden their technical skills to enable improvements in Safety, Quality and Throughput, thus resulting in greater job security for the skilled trades workforce as well as continuing viability for the Company.

Given these considerations, the parties agree to **continue** the identification, development and implementation of ongoing skilled trades training. Further, the parties agree that such skilled trades training should be primarily "on-the-job", based on need and that a "one size fits all" approach is neither effective nor acceptable.

The parties acknowledge a dedicated central facility would be the optimal setting for certain training ~~delivery~~ **required by employees from multiple facilities**. The UAW-Ford Technical Training Center is one site that would be considered for this purpose. Other training venues such as local community colleges or other mutually agreed upon facilities ~~should~~ **may also** be considered. While Company funds will continue to be committed to support the training, it may be appropriate, in some instances, to seek funds available through the UAW-Ford Joint ~~Programs~~ **Trusts**. Additionally, the parties may seek to utilize the resources established for

apprentice training and development (i.e., course materials~~, course~~ and instructors~~, and instructional systems design and administrative personnel~~) in the interest of implementing the program efficiently.

Using these guiding principles, each location will develop a comprehensive annual training plan for the training referenced above. This plan will include the type of training, number of employees impacted, as well as projected costs. Once complete, the plan will be reviewed with the location's leadership for approval and identification of funding sources, including the UAW-Ford Labor Management Committee Trust, Local Training Activity Funds and manufacturing plant budgets.

Both the Company and the Union commit to fully supporting the required actions identified by each location in order to facilitate the development of our skilled trades workforce.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

EXPANSION OF SKILLED TRADES PROJECT
COORDINATOR CLASSIFICATION

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

~~Dear Mr. King:~~

Subject: Expansion of Skilled Trades Project Coordinator Classification

During these ~~2007~~ Negotiations, the parties discussed the utilization of skilled trades employees on project work and the effectiveness of the classification of Skilled Trades Project Coordinator. It was agreed that the classification has been utilized in an effective manner and in accordance with the understandings outlined in the September 15, 1993 Letter of Understanding entitled Skilled Trades Project Coordinator Classification.

Based on the above, the parties agree that the classification of Skilled Trades Project Coordinator will be available to all U.S. plants under the conditions detailed below:

- The plant must provide to the National parties a written description of the project including: the scope and anticipated duration of the project; the number of employees, by classification, to be assigned to the project work group; and the role to be performed by the Skilled Trades Project Coordinator. To facilitate the collection of the required information listed above, the Company will establish a template on which the plants will submit such information. The National parties will ensure this process is administered in a timely and expeditious manner.

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EXPANSION OF SKILLED TRADES PROJECT
COORDINATOR CLASSIFICATION

- Local requests for use of the classification must contain plans for any training required for the Skilled Trades Project Coordinator.
- The rate for the Skilled Trades Project Coordinator who leads such work groups would be "~~$1.00~~ 1.22 above" for the duration of a specific project meeting the guidelines of this letter. The attached exhibit will be incorporated as part of the duties required for purposes of establishing and applying this classification and rate premium.
- The local parties should jointly determine the selection criteria for the Skilled Trades Project Coordinator to assure that the most qualified employee(s) are selected.
- An employee placed on the Skilled Trades Project Coordinator classification will retain that classification only for the duration of the project to which the employee is assigned while the employee performs the key responsibilities and a majority of the duties detailed in the attached exhibit.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Bob King~~

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

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EXPANSION OF SKILLED TRADES PROJECT
COORDINATOR CLASSIFICATION

EXHIBIT

SKILLED TRADE PROJECT COORDINATOR

JOB DUTIES

Key Responsibilities

- Accountable for operational and administrative aspects of the project work group, including progress toward group goals, shift start-up, overtime, record keeping, team training progress, safety and housekeeping. (Not responsible for employee discipline nor for authorizing hours of pay.)
- Function as a liaison between group members and other internal and external support functions.
- Provide information and advice to Management and outside contracting subcommittees, as appropriate.
- Plan, organize, and facilitate project work group meetings to resolve problems, competitiveness, and other issues in the spirit of continuous improvement.
- Coordinate the activities and assignments of all employees assigned to the project work group including different skilled trades classifications and nonskilled employees based on the specific requirements of the project.

Representative Tasks

1. Plan, schedule, and facilitate project work group meetings.
2. Coordinate maintenance and project activities between production, engineering and scheduling activities.
3. Solve problems using authority delegated, including discussions with the appropriate plant personnel or outside project representatives.
4. Plan and coordinate project work group activities and assignments as necessary.
5. Plan and provide or arrange for appropriate training (OJT or classroom).
6. Promote safety, quality, and housekeeping.
7. Promote and ensure constant improvement in the group toward the common goal of improving product quality, plant competitiveness and total cost structure.

EXPANSION OF SKILLED TRADES PROJECT
COORDINATOR CLASSIFICATION

8. Obtain materials and supplies for the group.

9. Be knowledgeable of all operations within the project work group, provide coverage for group members who are away from the work area (i.e., absent, emergency, first aid, etc.), and perform other tasks to facilitate meeting project goals.

10. Maintain team records, such as overtime scheduling/ equalization, training, etc.

11. Participate in Management meetings and communicate the needs of the team.

12. Responsible for the morale and performance of the team.

13. Encourage group to meet responsibilities.

14. Other tasks as determined by the specific project requirements.

INTEGRATED CONTROL SYSTEMS

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Integrated Control Systems

During the ~~2015~~ **2023** negotiations, the parties ~~discussed~~ **continued discussions regarding** the rapidly changing industrial technology in our plants and the increasing use of advanced automation and robotics which require **knowledge of** complex integrated control systems. Presently, portions of the maintenance and troubleshooting of these advanced integrated control systems are performed by contracted engineering firms. To further develop and leverage our skilled trades resources, the parties ~~agree~~ **reaffirmed their commitment** to a training and certification program for selected electricians**, heretofor called Industrial Control Technicians (ICT),** to effectively and efficiently perform this work.

To streamline the training process, shorten the learning curve for selected employees, and enable the best return on investment for locations choosing to utilize this classification, the parties agree to the following:

- **Industrial Control Technician applicants will be selected utilizing an interview process. Volume I Article IV, Section 2(a) of the UAW-Ford Master Collective Bargaining Agreement will govern this selection process**
- **Candidates will be qualified Electricians who demonstrate merit and ability, have prior related experience and/or appropriate related training through an accredited institution will be given priority**
- **Employees who are selected and accept this classification are subject to a sixty (60) day evaluation period during which they may return to the Electrician classification at the discretion of the employee or management**

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INTEGRATED CONTROL SYSTEMS

- Selected employees will be given a new date of entry in the Industrial Controls Technician classification. If reduced, they shall have the ability to return to their base trade
- The wage rate for the Industrial Control Technician will be $1.375 above the current Electrician base rate

~~As a result,~~ ~~t~~The UAW-Ford Technical Training Center (TTC) has invested in both the equipment and associated training modules to conduct this training and, as such, is the appropriate location for said training to occur. Locations outside Southeast Michigan may elect to utilize approved vendor training ~~to certify these electricians~~.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

JT 10/10/23

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~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: New Technology

In these negotiations, the parties discussed broadly-based concerns regarding new technology. Accordingly, this letter replaces the prior letter and serves to clarify and reaffirm the understandings reached regarding new technology.

Throughout the years, the parties have recognized that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on the part of all parties in such progress. Continued technological progress is also essential to the Company's growth and to its ability to compete effectively. Technological progress can contribute to the Company's well-being and thereby to the economic well-being of employees.

Recognition

The Company understands the Union's legitimate concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of bargaining unit employees at plant locations. In this regard, the parties have agreed to continue the National Committee on Technological Progress, comprised of an appropriate number of Union and Company representatives. Following conclusion of these negotiations, the parties will meet to establish meeting guidelines, including meeting agendas and revised committee composition to include a skilled trades representative from the National Ford Department. The Committee ~~will~~ **must** meet ~~periodically~~ **monthly** to discuss new technology at the corporate level and its possible impact upon

the scope of the bargaining unit. It was agreed that such periodic meetings could be held at the Company's Advanced Manufacturing Center. A review of advanced manufacturing technologies under development at the facility will be provided to the Committee. These reviews would enable the parties to become more knowledgeable of new and/or emerging technologies which may have future application to the manufacturing environment. The Committee may also discuss other matters concerning new or advanced technology that may be referred by local unions or by local managements as well as any claims of erosion of the bargaining unit, occasioned by the introduction of new technology.

The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of included employees, skilled and nonskilled, at plant locations and that a change in the means, method or process of performing a work function, including the advancement of computers or other new or advanced technology (Computer Numeric Controls [CNC], additive manufacturing/3-D printing, programmable logic controllers, and Manufacturing 4.0 - vision systems, vibration analysis, drones, robotics, etc.), will not serve to shift the work function normally and historically performed by included employees to excluded employees. This is to assure you it is not the Company's policy to assign to excluded employees work normally assigned to included employees at a particular plant location. The Company fully respects the integrity of the contract unit and has no intention of altering its composition by assigning to excluded employees work that has been performed traditionally and exclusively by included employees. The parties will continue to abide by Umpire decisions, or letters of understanding, or other criteria that have been recognized by the parties in the past pertaining to such work assignments. Furthermore, it is understood computers will not be used to establish production standards or initiate or support disciplinary action.

Notice and Discussion

The Company agrees to continue to provide advanced written notification to Local Unions at locations planning the introduction of new or advanced technology so as to permit meaningful discussion of its impact, if any, upon skilled or nonskilled employees. Examples of situations where notification should be given are:

(A) The first introduction of a technology as compared to previously existing plant technology.

(B) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

(C) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

It is understood that the provisions of this letter do not preclude the local parties from discussing new work that has never been performed by the bargaining unit.

The parties at each Company location will determine the persons to be responsible and involved in the discussions. Included among the information to be provided for discussion is a description of the technology involved, the equipment being introduced, its intended use, the anticipated installation date(s), and a description of the extent, if any, to which such technological changes may affect the work performed by included employees at the plant involved. To insure technical competence and continuous improvement are linked to long-term viability, the parties will develop and implement job practice changes to obtain full utilization of the new technology to increase operational efficiency and competitiveness.

Training

The Union once again voiced concern about the possibility that new, technologically impacted contract unit work will not be awarded to included employees because they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with advancing technology, as part of the advanced discussion, the parties shall seek to identify and make available, in advance as practicable, appropriate specialized training programs so that employees will be capable of performing new or changed work normally performed by included personnel.

The Technical Training Center, in partnership with Advanced Manufacturing and Engineering, will continue to provide the parties with the opportunity to improve the technical capabilities of Ford employees ensuring that the UAW-Ford work force is fully competent to function in the restructured, high-performing workplaces. The parties at plant, division, and national levels may identify training needs that would enhance employees' capabilities to work with new technology, and where appropriate, may request employee development solutions from the Technical Training Center and Advanced Manufacturing and Engineering team. Further, where appropriate, the **local** parties may **make a joint** request **for** funding from the **Local Training Activity Fund (LTAF) administered by the** UAW-Ford **Labor Management Committee (LMC) Joint Trust** ~~National Education Development and Training Program~~ under the guidelines established by the joint governing body.

Emphasis will continue to be placed on evaluating the effect of technological developments on apprenticeship curricula. The parties recognize the desirability that apprentices be trained for the work performed by journeymen/women in the basic skilled trades classification where new or advancing technology has had an impact on the work content of certain skilled trades classifications. The Company will continue to provide world class training on Computer Numeric Controls (CNC), Maintenance Operating System, additive manufacturing/3-D printing, programmable logic controllers, and Manufacturing 4.0 - vision systems, vibration analysis, drones, and robotics, where applicable.

The parties agree the National Joint Apprenticeship Committee shall examine recommendations of the National Committee on Technological Progress as well as those made by Local Unions for the purpose of updating and revising shop training as appropriate. Revised training, and appropriate training in "programming", will be applicable to apprentices on recognized bargaining unit work if such work is normally and regularly performed by journeymen/women (or work for which journeymen/women are being trained by the Company to perform) in the basic skilled trades classification in the plant where the training schedule is being used.

The foregoing does not limit or in any way reduce the responsibility of the National Joint Apprenticeship Committee to make changes in the training course content of apprenticeship curricula, as necessary and appropriate, subject to and in accordance with provisions of the Apprenticeship Standards.

Dispute Resolution

The following paragraphs set forth a means of resolving disputes concerning particular problems occasioned by advancing technology.

Where the initial introduction of new or advanced technology at a plant location occasions a question of whether:

1) Certain new work should be assigned to included employees,

2) Affects the job responsibilities of included employees or

3) Otherwise impacts the scope of the bargaining unit.

Local management and the Unit Committee will attempt to resolve the matter without resorting to the Grievance Procedure. The Company will cooperate in the Unit Committee's investigation and evaluation of impact issues raised due to the introduction of new

or advanced technology. Comments by the Unit Committee will be carefully evaluated by the local Management in accordance with the Company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to included employees at the plant location. If the issue remains unresolved, it may be introduced into the Second Stage of the Grievance Procedure as provided in Article VII, Sections 1-8 of the Agreement.

At each plant location the plant Human Resources Manager and a committeeperson appointed by the Union from its regular allocation will be responsible for administering the Program locally.

~~Very truly yours,~~

~~Kevin Legel~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

SPINDLE REPAIR CENTERS OF EXCELLENCE PILOT

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Spindle Repair Centers of Excellence Pilot

The Union and Company had multiple discussions regarding ongoing work within Powertrain Operations relative to the establishment and implementation of a strategy aimed at addressing both basic repairs and inventory levels of motorized spindles. Currently, it is the company's intent to pilot basic level motorized spindle repairs at up to two Centers of Excellence (CoE) locations in the United States.

This letter commits that one of the CoE locations will be in a Ford Powertrain plant located in Southeast Michigan while the second location will be in a Ford Powertrain plant in Ohio. Consistent with the pilot concept, the Company reinforced to the Union that the continuation of the pilot, number of CoE locations and the scope of the repairs and services each location provides, is subject to change at the Company's discretion.

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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08/30/23

SKILLED TRADES TOOL ALLOWANCE

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Skilled Trades Tool Allowance

This letter will confirm the Company's commitment to pay eligible Skilled Trades journeypersons a tool allowance during the 2019 National Agreement period. Eligible Skilled Trades journeypersons will receive two (2) $1,000.00 lump sum payments over the course of the contract period. The first payment will be made on December 6, 2019, and the second payment will be made on December 3, 2021.

Eligible Skilled Trades journeypersons are defined as those who are active on roll with the Company as of the eligibility dates, November 25, 2019, and November 22, 2021. Those journeypersons who are not active as of an eligibility date due to an approved leave of absence or layoff will be deemed eligible for payment upon their return to active status during the term of this Agreement. It will be the responsibility of the journeyperson to request payment of any eligible tool allowance with their local Labor Relations office upon their return to active status.

Very truly yours,

Kevin Legel,
Director
U.S. Labor Affairs

Concur: Rory L. Gamble

STSA/01502
a
10/25/23

TECHNICAL SKILLS TRAINING FOR INSPECTOR -
TOOLING AND LAYOUT

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Technical Skills Training for Inspector - Tooling and Layout

During ~~2007~~ **these** negotiations, the parties discussed the effects of changing technology on the regular work assignments of employees classified as Inspector - Tooling and Layout.

As a result of these discussions, the parties agreed on the following points: (1) within the Inspector - Tooling and Layout classification, there is a need for additional skills to use numerically controlled dimensional quality equipment and other metrology hardware, which could include scanning technology requiring placing a part in a fixture, data acquisition, and data interpretation; (2) apprentices in the Tool & Die Maker trade should receive an introduction to the basics of technical training provided to Inspector - Tooling and Layout journeypersons; (3) the core skills of the Tool & Die Maker and Toolmaker & Template Maker trade provide the fundamentals for Inspector - Tooling and Layout; ~~and~~ (4) journey persons ~~or apprentices~~ who seek to qualify for Inspector - Tooling and Layout must come from the ~~consolidated~~ Tool & Die Maker classification or the Toolmaker & Template Maker classification~~.~~; **(5) journeypersons interested in Inspector - Tooling and Layout openings will be selected by the local parties using the nationally agreed selection process outlined below; (6) individuals selected for the Inspector - Tooling and Layout openings will complete the required training at the UAW-Ford Technical Training Center (TTC).**

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09/24/23

TECHNICAL SKILLS TRAINING FOR INSPECTOR - TOOLING AND LAYOUT

It is mutually agreed between Ford Motor Company and the International UAW, that a review will be conducted to determine the appropriate wage rate for the work being performed. This review will be conducted within 90 days of the effective date of the 2023 Collective Bargaining Agreement.

Inspector - Tooling and Layout Selection Process:

~~Consistent with this effort to enhance the skills of Inspector - Tooling and Layout, as of the Effective Date of this Agreement, the parties agree to fill future openings for the Inspector - Tooling and Layout classification with journey persons and apprentice graduates from the consolidated Tool & Die Maker classification or Toolmaker & Template Maker classification based on availability.~~

Applicants for the Inspector - Tooling and Layout classification will be interviewed. Volume I Article IV, Section 2(a) of Master Agreement will govern the selection process, with employees who demonstrate merit and ability, along with the basic knowledge of meteorology gained through the apprenticeship program or previous work experience.

Implementation Timing:

This selection and training process will be implemented within six (6) months of the ratification of the 2023 UAW Ford National Agreement.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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a
09/24/23

TOOL ROOM ~~EFFECTIVENESS~~ INVESTMENT

~~November 5, 2015~~

~~Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Tool Room ~~Effectiveness~~ Investment

During ~~the 2015~~ 2023 negotiations, the parties discussed the ~~effectiveness of tool room machining in Company facilities and its importance in decreasing down time and associated costs~~ union's concern regarding a reported lack of availability of traditional mills, lathes and grinders in plant tool rooms and the impact on apprentice training.

As a result of these discussions, the Company and the Union agree~~s to invest $5 million dollars in equipment to upgrade and modernize tool room machinery.~~ to assign ~~T~~the National Joint Skilled Trades Governance Committee ~~will~~ to review the current status of plant tool rooms and make recommendations on investment opportunities. The company will commit to invest up to $3 million dollars for equipment purchases pending the outcome of this analysis.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

Very truly yours,

Scott Britton,
Executive Director

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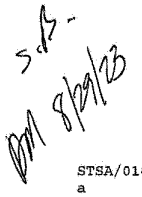
TOOL ROOM ~~EFFECTIVENESS~~ INVESTMENT

U.S. Labor Affairs

Concur: Chuck Browning



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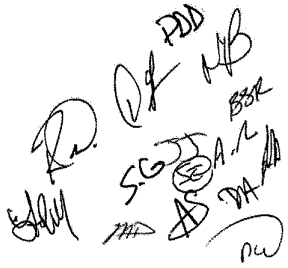

UAW-FORD TECHNICAL TRAINING CENTER (TTC)

~~October 30, 2019~~

~~Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: UAW-Ford Technical Training Center (TTC)

During the ~~2019~~ 2023 negotiations, the parties discussed the Technical Training Center (TTC) and its importance to the improvement and ongoing viability of the UAW-Ford Apprentice Program, as well as, other technical training and development during the term of this agreement.

As a result of these discussions, the Company agrees to make $5 million dollars in capital investments to the TTC Facility for continued improvements.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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08/25/23

WORKSTATION OF TOMORROW

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Workstation of Tomorrow

During 2023 Negotiations, the union expressed concern regarding the increasing rate at which advancements in technology are being introduced to our manufacturing locations. Of specific concern are "Workstation of Tomorrow" related technologies and the potential impact on both production and skilled trades employees.

As a result of these discussions, the company agreed to commit $1 million dollars to purchase and install one (1) Workstation of Tomorrow workcell, including an Automated Guided Vehicle (AGV), at the UAW-Ford Technical Training Center for the purpose of training production and skilled trades employees.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

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APPENDIX F CLASSIFICATION UPDATES

APPENDIX F

CLASSIFICATIONS

Below are listed Appendix F Classifications (excluding leaders, coordinators, and apprentices) utilized at some Ford locations with UAW represented hourly employees.

The parties agree that under no circumstance will a new skilled trade classification, including any variation or combination of an existing classification (i.e., Power Electrician, Tool & Die Welder, etc.), be established without expressed written consent of the National Joint Skilled Trades Governance Team, Labor Affairs, and the UAW National Ford Department.

Classifications

Automation Equipment Maker & Maintenance*
Carpenter - All Around
Communication System Installation & Maintenance*
Cutter Grinder*
Cutter Grinder - New*
Diesel Mechanic & General Repair*
Electrician
Experimental Parts & Body Painter (to be used only at VOGO Pilot Plant)
Industrial Truck Mechanic
Inspector - Tooling & Layout
Inspector Gauge #1*
Machine Repair
Machining Specialist (to be used only at Dearborn Tool & Die Plant and R&E Center)
Machinist*
Maintenance General Plant Skilled (to be used only in FCSD and MPG)
Mechanic Auto
Metal Model Maker (to be used only at VOGO Pilot Plant)
Millwright
~~Pipe Coverer*~~
Plumber Pipefitter
Power House Mechanic
Pyrometer - Cleveland (to be used only at the Cleveland Site)
Refrigeration Maintenance & Installation
Repair Power Tools*
Service Garage Repair*
Sheet Metal Worker*
Stationary Steam Engineer

APPENDIX F CLASSIFICATION UPDATES

Tool and Diemaker
Toolmaker & Template Maker
Waste Disposal Equipment & Minor Maintenance*
Welder General
Welding Machine & Welding Fixture Repair*
Welding Mach. & Welding Fixture Rep. - Wayne ISA
Mechanical Umbrella*

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* Will not repopulate (classifications will be eliminated when vacated)

In the event a classification has been stricken and an employee needs to return to this classification (i.e., return from medical, etc.) local parties will review the circumstances with the National Joint Skilled Trades Governance Team, who will make a final determination.

Letters of Understanding

~~2015~~ **2023** UAW-FORD COLLECTIVE BARGAINING AGREEMENT WAGE INCREASES

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: ~~2015~~ **2023** UAW-Ford Collective Bargaining Agreement Wage Increases

During the extended bargaining of these negotiations, the parties agreed the wage rate increases designated as occurring on the e**E**ffective d**D**ate of this Agreement will be paid retroactively for all hours worked on and after ~~September 15~~ **October 23**, ~~2015~~ **2023**, and will be issued as soon as practicable but no later than pay ending December ~~20~~ **17**, ~~2015~~ **2023**.

Very truly yours,

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: ~~Jimmy Settles~~ **Chuck Browning**

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ACTIVE EMPLOYEE VEHICLE VOUCHER PROGRAM

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Active Employee Vehicle Voucher Program

During these negotiations, the parties discussed the importance of creating an atmosphere of Ford and Lincoln brand loyalty and recognize those who build our vehicles.

As a result of these discussions, the Company agrees to offer employees that are active on or after the date of the agreement one $1500 vehicle voucher towards the purchase of a new Ford or Lincoln brand vehicle. This Voucher Program will be effective January 1, 2024 and remain in effect throughout the term of the 2023 Ford-UAW Collective Bargaining Agreement. The purchase of the vehicle must be made within 12 months of the effective date of this Voucher Program or the employee's date of hire, whichever is later.

This active Vehicle Voucher Program will be an additional incentive to the A Plan Employee Vehicle Purchase Program.

The Company will determine the terms and conditions as well as the application process of this Voucher Program and will notify the Union of such prior to the effective date of the Voucher Program.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

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08/25/23

ACTS OF GLOBAL AND DOMESTIC TERRORISM

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. King:~~

Dear Mr. Browning:

Subject: Acts of Global and Domestic Terrorism

During the ~~2007~~ 2023 negotiations, the parties discussed issues concerning acts of terrorism worldwide and domestic. The parties recognize that the Acts of Terrorism provisions of Article I Section 3 (b) (2) (vi) provide that layoff resulting from these types of events are not qualifying layoffs under the Plan.

The parties further recognize that the desirability of providing income security to employees impacted by these events must be balanced with overall impact on the Company.

The parties agreed that should events occur that would fall under these provisions, they would discuss the circumstances surrounding each event before relying on the above cited provisions. If the Company cancels a shift related to an active or potential act of terrorism, the Company agrees to pay Short Work Week for the duration of the incident not to exceed the base schedule for the week. If the Company directed down time related to the incident exceeds the base schedule for the week employees will be placed on temporary layoff for the duration.

~~Very truly yours~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~

Very truly yours,

Laura Swartzmiller

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08/25/23

ACTS OF GLOBAL AND DOMESTIC TERRORISM

Vice President
Total Rewards

Concur: ~~Bob King~~ Chuck Browning

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08/25/23

ADMINISTRATION OF APPENDIX V – RAWSONVILLE, AND STERLING AXLE PLANTS

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Administration of Appendix V – Rawsonville, and Sterling Axle Plants

During these negotiations, the parties discussed at length the significant global and domestic competitive pressures facing the Rawsonville and Sterling Axle Plants. The Parties recognized these unrelenting challenges with the 2005 UAW Visteon Ford, Visteon Restructuring Memorandum of Agreement. This Agreement resulted in the return of these plants to Ford Motor Company and retained the Visteon Supplemental Agreement through the term of the 2007 Collective Bargaining Agreement, including Supplemental Wages and Benefits, for future hires at this plant.

The parties addressed the need for these plants to remain competitive relative to wage rates and cost factors in line with their competitors. As a result of these discussions, the parties agree to the following:

- Appendix V of the 2019 UAW Ford Collective Bargaining Agreement will apply to employees hired or rehired on or after November 19, 2007 at these plants with the following exception:
- Seniority non skilled employees hired at these facilities after the effective date of the 2019 UAW Ford CBA, will not be eligible to apply and transfer to another facility until 6 months after they have reached the maximum rate, except when these seniority non skilled employees are impacted by an indefinite layoff. In such cases, all seniority non skilled employees at the affected facility will be eligible for voluntary preferential placement opportunities in accordance with the Job Security provisions of Appendix N.

To further support the labor cost competitiveness of these locations, it is understood that an expeditious transformation to a competitive non skilled workforce is desirable and will require various joint efforts. The parties agree to work together to maximize opportunities for the placement of Legacy non skilled seniority employees at other Ford Motor Company locations. As such, Rawsonville, and Sterling Axle Plant legacy and eligible

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~~ADMINISTRATION OF APPENDIX V - RAWSONVILLE, AND STERLING AXLE PLANTS~~

~~seniority non-skilled employees will be considered as surplus and will be included in all future voluntary preferential placement opportunities. Employees that have previously left these locations and transferred to a new location and those that will leave in the future will not have rights to return under the provisions of Appendix C or Article VIII, Section 1 (b).~~

~~We appreciate the collaborative effort between the UAW and Ford to work toward moving Rawsonville, and Sterling Axle plants into more competitive positions in the marketplace.~~

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

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ALTERNATIVE WORK SCHEDULES – HOLIDAY SHIFTS AND EASTER SUNDAY FOR SKILLED TRADE EMPLOYEES ON SEVEN ON SEVEN OFF, FOUR ON FOUR OFF AND THREE TWELVE HOUR SHIFTS

~~October 30, 2019~~ **XX/XX/XXXX**

Mr. ~~Rory L. Gamble~~ **Chuck Browning**
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gamble~~ **Browning**:

Subject: Alternative Work Schedules - Holiday Shifts and Easter Sunday for Skilled Trade Employees on Seven on Seven Off, Four on Four Off and Three Twelve Hour Shifts

The parties discussed skilled trade employees working on Alternative Work Schedules that involve work on holidays and Easter Sunday. The parties agree that local management and the local union will develop a plan to utilize volunteers for required Regular Day of Work (RDW) holiday shifts and Easter Sunday. In the absence of enough qualified volunteers in the designated classification(s), local practices will be used to mandatorily schedule employee(s) whose RDW falls on the holiday and Easter Sunday.

During these discussions, the Union described concerns that have arisen in the Rouge with respect to a failure to properly identify volunteers for this purpose. Any issues or concerns regarding the appropriate application of this agreement may be brought to the UAW National Ford Department and Labor Affairs of the Company for resolution.

It is further agreed that in cases of emergency, including, but not limited to, breakdowns, parts shortage, power shortages, strike, fire, tornado, or flood, this agreement may be suspended at the discretion of Management.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

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~~November 5, 2015~~
XX/XX/XXXX

Mr. ~~Jimmy Settles~~ **Chuck Browning**
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Settles~~ **Browning**:

Subject: Alternative Work Schedules - Shift Bumping

During these negotiations, the parties discussed the difficulties that arise when an individual moves from **C Crew to A Crew** ~~an afternoon/midnight shift/crew to a day shift/crew schedule~~ as a result of a shift bump.

It was agreed that in such an instance, the employee would be afforded the opportunity~~, at the discretion of the local parties,~~ to work a different scheduled day in the current week to make up for the transition~~.~~ **or to be laid off (full or partial shift). The layoff day will be at the discretion of the local parties as follows:**

1. **Temporary layoff on Sunday, the last scheduled work day of employee's C Crew schedule prior to the bump.**

2. **Temporary layoff on Monday, the first scheduled work day of the employee's new A Crew schedule following the bump.**

To qualify for a temporary layoff option, the employee must work the last scheduled shift/crew prior to the temporary layoff.

8/18/23

Very truly yours,

~~Stacey Allerton~~ **Scott Britton**,
Executive Director
U.S. Labor Affairs

Concur: ~~Jimmy Settles~~ **Chuck Browning**

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08/17/23

ANNUAL BUSINESS PLAN REVIEWS - STAMPING ~~BUSINESS UNIT~~ OPERATIONS

~~September 15, 2003~~

~~Mr. Gerald D. Bantom~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Bantom:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Annual Business Plan Reviews - Stamping Operations
~~Business Unit~~

During ~~2003~~ 2023 bargaining, the parties spent considerable time discussing the future of ~~the Stamping Business Unit (SBU)~~ stamping operations. The goal of the ~~SBU~~ Ford Stamping Operations is to become the supplier of choice, and as such, has focused the stamping plants on die tryout, die maintenance, and quality improvements. Additionally, improved communication and teamwork must occur at all levels of ~~the Business Unit~~ Stamping Operations. To support these goals, senior management from the ~~SBU~~ Stamping Operations will meet annually with the leadership of the UAW National Ford Department to review the ~~SBU Scorecard~~ U.S. Stamping metrics, long term stamping plans and their anticipated effect on stamping plants. Further, on a quarterly basis, senior Stamping management ~~of the SBU~~ will meet with representatives of the National Ford Department to discuss the status of the stamping business, including current year hits and forecasted die moves for all U.S. Ford Stamping plants ~~other related issues~~.

During the term of the ~~2003~~ 2023 Agreement, ~~the SBU is planning to invest up to $18 million, business conditions permitting. The~~ the Company will consider prudent investments in stamping plants to support press repair and refurbishment, die tryout, die maintenance and repair, and other related activities to achieve safety, quality, delivery, cost, and morale objectives. The parties agreed that when such prudent investments are being contemplated the parties will meet to identify and implement

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changes to improve the overall competitiveness of the die tryout process, and to enhance indirect and direct employee cooperation at those locations. Planned investments and the corresponding competitive improvement actions will be discussed at the Annual Business Plan Review.

~~Very truly yours,~~

~~Rick E. Poynter, Director~~
~~U.S. Union Affairs Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

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08/10/23

ANNUITY OPTION FOR TESPHE PAYMENTS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Annuity Option for TESPHE Payments

During these negotiations, the parties discussed the ability for participants in TESPHE to convert part or all of their account balance to an annuity when they begin taking distributions.

The range of options to provide annuities is a complex and developing area. The parties agree that providing such an option for employees could be beneficial under the right circumstances.

The parties agreed to further review and research the range of annuity solutions and implement an annuity option that is mutually agreed upon as soon as administratively feasible.

Very truly yours,

Kevin Legel,
Vice President
U.S. Labor Affairs

Concur: Chuck Browning

JT 10/26/23

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10/25/23

APPENDIX V, TABLE 1 – 2020 WAGE TRANSITION OF TEMPORARY EMPLOYEES AND CERTAIN "SENIORITY NON-SKILLED HIRED ON OR AFTER NOVEMBER 19, 2007"

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Appendix V, Table 1 – 2020 Wage Transition of Temporary Employees and Certain "Seniority Non-Skilled Hired On or After November 19, 2007"

During the 2019 negotiations the parties agreed that Temporary employees on active employment rolls on the effective date of the 2019 UAW-Ford Collective Bargaining Agreement will be converted to "Seniority Non-Skilled Hired On or After November 19, 2007" in calendar year 2020 upon attaining three (3) or more years of continuous service at any point in calendar year 2020. The following provisions will also apply to any Temporary employees who are converted to "Seniority Non-Skilled Hired On or After November 19, 2007" during calendar year 2020.

Pay Rate Upon Conversion on or after January 1, 2020 through September 13, 2020	Pay Rate Effective September 14, 2020[b/]	Pay Rate Effective after completing 52 actual weeks worked as "Seniority Non-Skilled Hired On or After November 19, 2007"
$18.41	$18.96	$20.09

[b/] Eligible Temporary employees converted on or after September 14, 2020 through year-end 2020 will be paid $18.96 per hour upon conversion.

These employees will transition into the Appendix V, Table 1, Column D upon completing 52 actual weeks worked as a "Seniority Non-Skilled Employee Hired On or After November 19, 2007".

These employees will be placed in Appendix V, Table 1, Column D at the pay rate of $20.09 effective on the Monday following the date the employee becomes eligible for the increase. Subsequent increases will follow the Appendix V, Table 1 "Post-2019 Wage Schedule".

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09/01/23

~~APPENDIX V, TABLE 1 – 2020 WAGE TRANSITION OF TEMPORARY EMPLOYEES AND CERTAIN "SENIORITY NON-SKILLED HIRED ON OR AFTER NOVEMBER 19, 2007"~~

~~The parties also agreed "Seniority Non-Skilled Hired On or After November 19, 2007" employees on the active employment rolls on the effective date of the 2019 agreement who have a base pay rate of $17.00 will have their base rate increased and "personalized" to $18.41 on the effective date of the 2019 UAW-Ford Collective Bargaining Agreement. They will remain at their "personalized" rate of $18.41 until they are eligible to progress to the next higher wage rate as provided in Appendix V, Table 1.~~

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

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09/01/23

ATTENDANCE TRACKING SYSTEM (ATS) UPDATES

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Subject: Attendance Tracking System (ATS) Updates

Dear Mr. Gamble:

During these negotiations, the parties discussed updates to the Attendance Tracking System. When the current Attendance Tracking System is updated, full social security numbers will not be used as the employee identifier during the call-in process.

Very truly yours,

Kevin Legel,
Director
U.S. Labor Affairs

8/16/2023

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cba4a/01534
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08/04/2023

BACK UP TIME

~~November 5, 2015~~ **XX/XX/XXXX**

~~Mr. Jimmy Settles~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Settles~~ **Browning**:

Subject: Back Up Time

During the course of the ~~2015~~ **2023** negotiations, the Union voiced concerns regarding instances where employees have their start time modified resulting in an employee working over their base daily schedule, on a non-continuous basis, within a twenty four hour period.

The parties acknowledge there are occasions where it is necessary to make these modifications to meet operational requirements and at times the modifications are made at the request of the employee and/or Union and the request is granted by the Company.

However, notwithstanding the provisions of Article IX, Section 7, it is agreed time and one-half will be paid for time worked over their base daily schedule in the twenty-~~three~~ **four** hour period, on a non-continuous basis, when an employee completes one shift and returns to work at the request of the Company and performs additional work within the twenty-~~three~~ **four** hour period beginning with the start of their prior shift. ~~Time worked between the twenty-third hour and twenty-fourth hour of this period will not be paid at a premium unless a premium is earned through other provisions of the contract.~~

Additionally it is understood that back up time hours that are paid at a premium that are not part of the employee's base schedule will continue to not count toward the weekly overtime threshold calculation and that back up time hours that are paid at a premium and are part of the employee's base schedule will continue to count toward the weekly overtime threshold calculation.

9/7/2023

Very truly yours,

~~Bruce Hettle~~ **Bryce Currie**,
Vice President, **Americas**
~~North America~~ Manufacturing **and Labor Affairs**

Concur: ~~Jimmy Settles~~ **Chuck Browning**

cba4a/01441
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09/05/23

BEHAVIORAL EMERGENCY/CRITICAL INCIDENT STRESS
DEBRIEFING (BE/CISD) AND LOCAL RESPONSE TEAM TRAINING

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Behavioral Emergency/Critical Incident Stress Debriefing (BE/CISD) and Local Response Team Training

During these negotiations, particularly in light of the recent restructuring efforts and related turnover throughout the Company, the Company and the Union discussed concerns regarding the Behavioral Emergency/Critical Incident Stress Debriefing training **developed by the National Joint Employee Support Services Program Committee (NJESSPC)** and local response team meetings. The parties concluded that additional follow-up efforts are necessary to ensure the jointly agreed upon national and local mandatory training has been completed and local response teams are meeting on a monthly basis. The National ~~ESSP Committee~~ **NJESSPC** will conduct an initial audit of all locations within 90 days of ratification of the agreement to determine training needs. Based on the results of the audit, those locations identified as needing additional training will be required to attend the National Behavioral Emergency/Critical Incident Stress Debriefing refresher training either at the National Training Center or locally. Periodic audits will be conducted throughout the course of this agreement to ensure the integrity and the intent of the Behavioral Emergency/Critical Incident Stress Debriefing and Local Response Team Training is followed. The audit results will be reported to the ~~Company and Union Coordinators~~ **NJESSPC co-Chairs** as well as the ~~Assistant~~ **Executive** Directors of the ~~National Program Center~~ **UAW-Ford Joint Trusts.**

~~Very truly yours,~~

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08/23/23

BEHAVIORAL EMERGENCY/CRITICAL INCIDENT STRESS
DEBRIEFING (BE/CISD) AND LOCAL RESPONSE TEAM TRAINING

~~JACK HALVERSON, Director~~
~~Joint Education, Development~~
~~& Training and National~~
~~Programs Center~~
~~Labor Affairs Staff~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: Chuck Browning

8/25/23

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08/23/23

BENEFITS FOR LONG TERM SUPPLEMENTAL EMPLOYEES

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Benefits for Long Term Supplemental Employees

During these negotiations the parties agreed to discontinue the Long-Term Supplemental(LTS) classification of employees. Those employees who are classified as LTS as of November 23, 2015 will be eligible for the following benefits:

Hospital-Surgical-Medical-Drug coverage as of the 90th day following date of hire(or earlier as required by law) and their enrollment is limited to the National Preferred Provider Organization (NPPO), modified to include the cost sharing requirements shown in the table below:

Annual Deductible	
In Network	
Single	$300
Family	$600
Out-of-Network	
Single	$1,200
Family	$2,200
Co-Insurance	
In Network	10%
Out-of-Network	35%
Out-of-Pocket Maximum	
In Network	
Single	$1,000
Family	$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Prescription Drugs (Retail and Mail Order)	
Generic	$7.50/script
Brand	$15.00/script
Office Visit	$20 co-pay

The opportunity for survivors to continue coverage, or for the subject employees to continue coverage post employment or for periods not in active service will be limited to self-pay continuation that may be available under federal law.

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08/07/23

BENEFITS FOR LONG TERM SUPPLEMENTAL EMPLOYEES

~~Long Term Supplemental employees will be eligible to participate in the Dependent Care Assistance Plan described in the Dependent Care Assistance Plan Letter of Understanding.~~

~~Savings~~

~~LTS employees are eligible to participate in the Tax Efficient Savings Plan for Hourly Employees (TESPHE); however, they are not eligible for the Supplemental Contribution of an amount equal to $1.00 for every compensated hour into the TESPHE in lieu of Company contributions for health care coverage in retirement or Retirement Contributions.~~

~~Retirement Plan~~

~~LTS employees shall not accrue pension benefits under any Company-sponsored qualified defined benefit pension plan. However, service earned from date of hire by such employee as a LTS employee shall be recognized under such plan solely for eligibility, vesting and participation with respect to any benefit they accrued while a seniority employee.~~

~~Very truly yours,~~

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~

~~Concur: Jimmy Settles~~

~~Note: This letter replaces the following letter: Long Term Supplemental Employees, October 4, 2011.~~

~~October 30, 2019~~
XX/XX/XXXX

~~Mr. Rory L. Gamble~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Gamble:~~
Dear Mr. Browning:

Subject: Benefits Training and Education

During the current negotiations, the parties renewed their commitment to provide training for Union Benefits Representatives (UBRs) in order to improve the quality of service provided to hourly employees. It was agreed that training and education programs will take place ~~once~~ two times per year, or as determined by the Joint Governing Body ~~or as needed~~. The Joint Governing Body will approve the development and implementation of training and education programs discussed in this Letter of Understanding. Such training and education programs will be developed jointly. Funding, including development, delivery, travel, lodging and wages of participants shall be paid in accordance with the Memorandum of Understanding - Joint Programs. These programs include, but are not limited to, the following:

- Knowledge of benefit plans and programs Administrative processes
- Carrier-specific information and programs
- Regulatory and other special topics

Training deemed necessary to qualify properly appointed alternate UBRs to perform their function satisfactorily will be provided twice during the duration of the contract.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~
Laura Swartzmiller,
Vice President
Total Rewards

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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08/28/23

DSM 8/29/2023

~~BEREAVEMENT APPLICATION~~

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

~~Subject: Bereavement Application~~

~~This letter will serve to confirm the understandings reached in previous negotiations and the current negotiations concerning the application of the bereavement pay provisions of Article IX, Section 19 of the Collective Bargaining Agreement, in the following instances:~~

- ~~An employee who is notified of the death of an immediate family member and meets the eligibility criteria for bereavement pay during a week(s) in which the employee is on a previously scheduled and approved vacation, may request equivalent hours of excused absence allowance for each day (8 hours) up to three (3) (or five (5) in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family), total in lieu of bereavement pay for which the employee otherwise would be eligible, except for the employee's non-work status during such vacation week(s). Such requested hours will be in addition to those excused absence allowance hours for which the employee otherwise is eligible and are to be scheduled under the terms of Article IX, Section 25(c) of the Agreement.~~ 1

- ~~An employee who, in conjunction with approved absence due to bereavement, requests limited additional time off for the disposition of financial, administrative or legal matters associated with the death of an immediate family member as defined in Article IX, Section 19 of the Agreement, should be given consideration for additional time off (up to two (2) days) as unpaid personal time or excused absence allowance. It is further understood that the request must be in advance and the time off, itself, should not negatively impact operations.~~[1]

8/16/23

~~[1] Moved to Volume IV-A Bereavement Pay for UAW Represented Hourly Employees~~
~~cba4a/00008/1~~
~~b~~
~~08/15/23~~

~~BEREAVEMENT APPLICATION~~

- ~~Employees will be eligible for bereavement pay in cases where the body of an immediate family member, as defined in Article IX, Section 19 of the Agreement, is cremated, provided the employee attends a bona fide memorial service at a funeral home or a place of worship in the same community at the time of cremation. In the case of cremation where no formal funeral or service is held, the documented cremation date would serve as equivalent to funeral or service date.~~

- ~~When an employee's immediate family member who resides in a country overseas dies, the employee will be eligible for bereavement pay in accordance with the provisions of Article IX, Section 19 of the Agreement, provided the employee furnishes local Management with documentation reflecting that the employee attended a bona fide memorial service held at a funeral home or an acknowledged place of worship within ten (10) calendar days of the date of death in the overseas location.~~

- ~~Representatives of the UAW-National Ford Department and representatives of Labor Affairs may discuss the disqualification of certain employees from bereavement pay due to the unique circumstances associated with the death of an immediate family member to determine on a case-by-case basis the possibility of providing bereavement pay to those otherwise ineligible employees.~~

2

- ~~In cases where an employee's spouse of five (5) years or longer predeceases an immediate parent of that spouse, and provided the employee has not remarried, the employee will be eligible for bereavement payment pursuant to the provisions of Article IX, Section 19 of the Agreement, in the event of the death of a parent of that former spouse.~~[2]

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

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[2] Moved to Volume IV-A Bereavement Pay for UAW Represented Hourly Employees
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08/15/23

~~BEREAVEMENT APPLICATION~~

~~Note: Additional information on bereavement pay administration is printed in full within the Letter of Understanding titled "Bereavement Pay for UAW-Represented Hourly Employees"~~

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08/15/23

BEREAVEMENT PAY ~~FOR UAW-REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~October 4, 2011~~

~~Operations/Division Labor Relations Managers~~
~~Plant and Parts Distribution Center Human Resources Managers~~
~~Persons Designated by the Above~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Bereavement Pay ~~for UAW-Represented Hourly Employees~~ **Administration**

The purpose of this communication is to review the eligibility requirements, pay provisions, procedures and general Company rules concerning Article IX, Section 19, Bereavement Pay, of the 20~~11~~**23** Ford-UAW Collective Bargaining Agreement.

Eligibility Requirements

1. An employee hired or rehired on or after the effective date of the 20~~11~~**23** Ford-UAW Collective Bargaining Agreement must have acquired seniority to be eligible for bereavement pay.

~~2. The deceased must be in the employee's immediate family which will be limited to the following members:~~

- ~~Current Spouse The legal husband or wife of an employee. An employee's divorced spouse is excluded.~~
- ~~Parent The mother or father of an employee, either by birth and/or by legal adoption.~~
- ~~Stepfather The husband of one's mother by a subsequent marriage.~~
- ~~Stepmother The wife of one's father by a subsequent marriage.~~
- ~~Grandparent The legal mother or father of an employee's parent.~~
- ~~Great-Grandparent The legal mother or father of an employee's grandparent.~~

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BEREAVEMENT PAY ~~FOR UAW-REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

- ~~Parent of Current Spouse The mother-in-law or father-in-law of an employee. The parent(s) of a divorced spouse is excluded from consideration.~~
- ~~Stepfather-in-law The husband, by a subsequent marriage, of the mother of one's wife or husband.~~
- ~~Stepmother-in-law The wife, by a subsequent marriage of the father of one's wife or husband.~~
- ~~Grandparent of Current Spouse The legal mother or father of an employee's current spouse's parent.~~
- ~~Great-Grandparent of Current Spouse The legal mother or father of an employee's current spouse's grandparent.~~
- ~~Child The legal son or daughter of an employee, either by birth or by adoption.~~
- ~~Stepchild The child of one's wife or husband by a former marriage.~~
- ~~Grandchild The legal child, either by birth or by adoption, of an employee's legal son or daughter, either by birth or by adoption.~~
- ~~Brother or Sister The relationship that is established by having the same parents or one parent in common by birth or by legal adoption.~~
- ~~Stepbrother or Stepsister A son or daughter of one's stepparent by a former marriage.~~[1]

1

~~3~~2. The employee must ~~make written application and, upon request,~~ **submit a request and** present substantiating evidence of their relationship to the deceased and **rationale for the requested paid days off.** ~~of attendance at the funeral.~~ Acceptable evidence of relationship to the deceased may be in the form of a published obituary or church notice or record that lists the employee as a member of the ~~immediate~~ family, a copy of the death certificate or a birth certificate. Also, a statement from the employee's supervisor or another member of management who may have personal knowledge of the employee's relationship to the deceased would be sufficient to establish this fact.

8/16/23

The intent of this language is to provide an employee who is eligible to receive bereavement pay the opportunity to take the appropriate bereavement allotment (3 or 5 days

[1] Moved to Volume I Article IX Section 19. Bereavement Pay

depending on the relationship, or in the case of multiple deaths of other **eligible** members of the employee's ~~immediate~~ family) at the employee's discretion~~, provided one of the regularly scheduled days includes the funeral~~**,** ~~or service~~. **In unique situations where an employee requests their bereavement allotment (3 or 5 days depending on the relationship) in non-consecutive calendar days, it is understood that a) one instance must consist of the funeral, service, celebration of life, or other similar event and b) the remaining days must be taken consecutively.** [2]

2

~~The employee's statement of attendance at the funeral normally will be accepted, but, where abuse is suspected, substantiating evidence such as a statement from the funeral director may be requested. Further, in cases where the body of a member of an otherwise eligible employee's immediate family is cremated and a bona fide memorial service is held at a funeral home or a place of worship in the same community area at the time of cremation, attendance at the memorial service will satisfy the requirement of attending the funeral.~~

In administering this phase of the provision, plant personnel should keep in mind that it is not the Company's intention to impose an unnecessary or unreasonable burden of proof upon the employee, but simply to ~~i~~ensure that this provision is not abused. Put another way, it will not be the requirement in each case to secure massive, airtight proof; but the facts should be sufficiently established to assure that misapplication or abuse does not occur. A greater degree of control will be necessary in the case of ~~covered step-relatives and grandparents~~ **family members outside of an employee's immediate family** to assure that misapplication or abuse does not occur.

4**3**. ~~An employee may be eligible to receive bereavement pay more than once in any calendar year; however, i~~In the case of simultaneous deaths in an employee's ~~immediate~~ family, ~~or deaths occurring within the same three-day period or five-day period in the case of the death of an employee's present spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family,~~ only one bereavement payment will be made for any one day. For example, if the death of an employee's grandparents should occur on the same day, one day or two days apart, the employee would be eligible for five **(5)** days of bereavement pay.

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Pay Provisions

[2] Moved from below paragraph with edits
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BEREAVEMENT PAY ~~FOR UAW REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

1. The employee will receive pay in accordance with Article IX, Section 19 for up to three (3) ~~regularly scheduled days of work during the three (3) days (excluding Saturdays and Sundays, and regular days off in the case of seven day operations)~~ or five (5) regularly scheduled days of work **depending on the relationship)**, ~~in the case of the death of an employee's present spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family, (excluding Saturdays and Sundays, and regular days off in the case of seven day operations)~~ following the death. As a matter of policy, **Company** holidays are ~~also~~ excluded **from the days for which an employee is excused for instances of bereavement**. Days an employee is not regularly scheduled to work because the employee is on vacation, on layoff or on leave of absence are not ~~excluded~~ **eligible for bereavement pay**; however, an employee who is granted a personal leave of absence expressly because of the illness of a member of their immediate family who subsequently dies during the stated period of the leave will be eligible for bereavement pay. ~~(See attachment for various scheduling examples.)~~

2. For purposes of determining days for which bereavement pay will be provided, the bereavement period will begin on the first full day of absence following death. Thus, it may begin on the day of death if the employee has performed no work that day; or, if the employee has performed work, it may begin the following day.

~~3. Bereavement payment will be made to eligible employees for any three regularly scheduled days (excluding holidays and Saturdays and Sundays and regular days off in case of seven day operations) or five regularly scheduled days in the case of the death of an employee's present spouse, parent, child, stepchild, or in the case of multiple deaths of other members of the employee's immediate family, not necessarily consecutive, up to the two (2) regularly scheduled days of work or four (4) regularly scheduled days of work, in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of other members of the employee's immediate family, following the date of the funeral or service. To cite an example for an employee who works a traditional ("5 by 8") work schedule, if the death occurs on Sunday and the funeral is held on the Friday of the following week (12 calendar days later), an employee would be eligible for any three days or five days in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of other members of the employee's immediate family of absence from regularly scheduled work occurring the Monday after death through the Tuesday post funeral or service, or the~~

8/16/23 DMF AB MR

BEREAVEMENT PAY ~~FOR UAW-REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~Thursday post-funeral or service in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of other members of the employee's immediate family. The intent of this language is to provide an employee who is eligible to receive bereavement pay the opportunity to take the appropriate bereavement allotment (3 or 5 days depending on the relationship, or in the case of multiple deaths of other members of the employee's immediate family) at the employee's discretion, provided one of the regularly scheduled days includes the funeral or service. If the employee elects to use the two (2) regularly scheduled days of work or four (4) regularly scheduled days of work, in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of other members of the employee's immediate family, post funeral or service, the days must be consecutive.~~

~~In addition, if in the opinion of local management travel considerations in attending a funeral are involved, up to two calendar days immediately following the funeral may be considered as part of the three or five day bereavement pay eligibility period, provided such days are within the employee's regular five day workweek and the employee is scheduled to work such days. Calendar days for this purpose include holidays and Saturdays and Sundays (Sundays and Mondays for Tuesday through Saturday #1 shift employees) or regular days off in the case of seven day employees. For example, where a funeral is held on Friday and local management determines two days' return travel time is required for a five day Monday through Friday employee, Saturday and Sunday would be the calendar days immediately following the funeral and, as they are not within the regular five day workweek, bereavement payment would not be made for these two days. On the other hand, for a seven day employee who is scheduled to work on Saturday and Sunday as part of the forty hour workweek, such days could be considered for bereavement payment.~~

~~4~~**3**. Payment ~~may not exceed eight hours per day and~~ will be **paid** at the employee's regular straight-time hourly rate on the last day worked ~~(or in the case of incentive employees the employee's average straight-time hourly earnings including incentive earnings for the last four pay periods worked immediately preceding the week prior to the week in which the absence commences)~~ including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums.

~~5~~**4**. Paid absence time because of bereavement will not be counted as hours worked for purposes of overtime.

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BEREAVEMENT PAY ~~FOR UAW REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~Procedure~~

~~1. The employee should make application at the Hourly Employment activity on Form 618 (Application for Bereavement Pay).~~

~~2. Form 618 should then be returned to the Hourly Employment activity for additional verification if deemed appropriate or necessary, and for authorization of payment.~~

~~3. When verification has been made, the Hourly Employment activity should complete Form 618, after insuring the accuracy of the dates shown, by listing the total number of hours payable and the rate of pay for which bereavement payment should be made. In the case of employees under incentive plans, write in "Inc." in the space provided for rate of pay. After the authorizing signature of the Labor Relations supervisor has been obtained, Form 618 should be distributed as follows:~~

~~(a) Original retained by the Hourly Employment activity to be filed in the employee's Hourly Personnel Jacket (Form 46)~~

~~(b) Duplicate Payroll~~

(c) ~~Triplicate Supervisor~~

Other Bereavement Provisions

1. An employee who is notified of the death of an eligible family member and meets the eligibility criteria for bereavement pay during a week(s) in which the employee is on a previously scheduled and approved vacation, may request equivalent hours of excused absence allowance in lieu of bereavement pay for which the employee otherwise would be eligible.

2. An employee who, in conjunction with approved absence due to bereavement, requests limited additional time off for travel, the disposition of financial, administrative, or legal matters associated with the death of an eligible family member as defined in Article IX, Section 19 of the Agreement, should be given consideration for additional time off (up to two (2) days) as unpaid personal time or excused absence allowance. It is further understood that the request must be in advance and the time off, itself, should not negatively impact operations.

3. Representatives of the UAW National Ford Department and representatives of Labor Affairs may discuss the disqualification of certain employees from bereavement pay due to the unique circumstances associated with the death

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of an eligible family member to determine on a case-by-case basis the possibility of providing bereavement pay to those otherwise ineligible employees.

4. **In cases where an employee's spouse of five (5) years or longer predeceases an immediate parent of that spouse, and provided the employee has not remarried, the employee will be eligible for bereavement payment pursuant to the provisions of Article IX, Section 19 of the Agreement, in the event of the death of a parent of that former spouse.**[3] 3

General Rules

Holiday Pay

An otherwise eligible employee must work the last scheduled working day prior to, and the next scheduled working day following a holiday in the same workweek to qualify for holiday pay, even though a bereavement day intervenes between the holiday and such scheduled day. For example, when the holiday falls on Wednesday and days for which the employee receives bereavement pay are Monday, Tuesday and Thursday, the employee must work on Friday (the next scheduled working day following the holiday) in order to qualify for holiday pay.

Vacation

The day(s) an employee receives bereavement pay will not be counted as day(s) of absence in computing hours of vacation entitlement.

Retirement

For each hour the employee receives bereavement pay from the Company, the employee will be given credit in computing future service credits under the retirement plan.

SUB

If the 1987 SUB Plan is reactivated, any week or part thereof in which an employee is absent and receives bereavement pay will be counted for accruing SUB credit units.

~~Daily Report of Time~~

~~Days of absence because of a death in the immediate family, even though the employee may be eligible for bereavement pay for these days, will continue to be recorded as absent time on the supervisor's Daily Report of Time in the same manner as heretofore.~~

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[3] Moved from Volume IV-A Bereavement Application

BEREAVEMENT PAY ~~FOR UAW REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~Any questions regarding this communication should be directed through organizational channels to the Arbitration and Wage Administration Section.~~

~~JOHN WRIGHT, Manager~~
~~Arbitration and Wage Administration~~

Very truly yours,

Johanna Shea,
Senior Director
U.S. Union Affairs

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BEREAVEMENT PAY ~~FOR UAW REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~ATTACHMENT~~
~~APPLICATION OF BEREAVEMENT PAY~~

~~*Example*~~

~~1. The first day of absence because of death in the immediate family occurs on Friday. The days for which the employee becomes eligible for bereavement pay are Friday and the following Monday and Tuesday (also Wednesday and Thursday if death of spouse, parent, child, stepchild or in the case of multiple deaths of members of the employee's immediate family).~~

~~2. The first day of absence occurs on Monday. The employee is not scheduled to work on Wednesday because it is a holiday. Eligible days of bereavement are Monday, Tuesday and Thursday (also Friday and Monday if death of spouse, parent, child, stepchild or in the case of multiple deaths of members of the employee's immediate family).~~

~~3. An employee is on scheduled vacation Monday through Friday. A death in the employee's immediate family occurs on Tuesday. The employee is not entitled to bereavement pay because in the three day period immediately following the death the employee was not scheduled to work (but eligible for the following Monday and Tuesday if death of spouse, parent, child, stepchild or in the case of multiple deaths of members of the employee's immediate family). However, if in the above example death occurred on Thursday, the employee becomes eligible for bereavement pay on the following Monday and Tuesday if otherwise scheduled to work (also Wednesday and Thursday if death of spouse, parent, child, stepchild or in the case of multiple deaths of members of the employee's immediate family). Employees who meet the eligibility criteria for bereavement pay during a week in which the employee is on previously scheduled and approved vacation may request equivalent hours of excused absence allowance in accordance with the Letter of Understanding dated October 9, 1999 titled "Bereavement Application".~~

~~4. Friday is a day of temporary layoff. The employee is absent beginning Wednesday because of a death in the employee's immediate family. In this case the employee is eligible for only two days of bereavement pay (or four days if death of spouse, parent, child, stepchild or in the case of multiple deaths of members of the employee's immediate family) because the employee was not scheduled to work on the third day immediately following the death.~~

BEREAVEMENT PAY ~~FOR UAW REPRESENTED HOURLY EMPLOYEES~~
ADMINISTRATION

~~5. An employee is on a Medical Leave of Absence during which time a death occurs in the employee's immediate family. This employee is ineligible for bereavement pay because the employee was not regularly scheduled to work in the three-day period immediately following death because of such leave.~~

8/16/23

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MR

BlueOval Battery Park Michigan (BOBM)

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: BlueOval Battery Park Michigan (BOBM)

During these negotiations the parties discussed Art. I, Sec. IV and its application to BOBM following lawful recognition. The parties agree that Art. I, Sec. IV will apply to UAW-Ford hourly employees at the BOBM facility (BOBM Hourly Employees) on a one-time basis except as provided below and establish no precedent with regard to any other facilities or circumstances.

Ford and BOBM will enter into an arrangement under which Ford will provide hourly production and maintenance employees to BOBM who will remain sole employees of Ford covered by the Master Agreement, except as provided below. It is expected that these Ford employees will be provided to BOBM pursuant to an employee leasing agreement entered into between Ford and BOBM and BOBM will not be a party to the UAW-Ford Agreement.

The parties acknowledge the importance of operational and structural flexibility for this facility. Accordingly, to the extent Art I, Sec. 4 applies to BOBM once it begins regular operations and the Union obtains lawful recognition, the parties agree that the existing methods, terms, and manner in which the Company operates the facility will remain unchanged and/or maintain existing in place flexibility to preserve operational and structural flexibility (e.g. teams, operating practices and patterns, versatility, potential outside contracting and sourcing, footprint restrictions, etc.) and ensure that the best-in-class culture and lean manufacturing principles continue uninterrupted, notwithstanding anything to the contrary in the Master Agreement.

In order to provide improved opportunities for profitability, effectively manage business growth, fluctuations, changing consumer preferences, and rapidly evolving technology BOBM shall have the exclusive right to determine and modify future product lines; and BOBM may insource or outsource work or materials. Ford Motor Company and BOBM may buy, sell, spin, merge, or otherwise dispose of any assets.

JT 10/26/23

BlueOval Battery Park Michigan (BOBM)

BOBM retains all flexibilities to manage business growth, and fluctuations in technology, changing consumer preferences, and rapidly evolving battery technology.

In addition, if the Union engages in a lawful strike, picketing, work stoppage, or dispute of any kind that involves or arises at one or more Ford facilities, Ford subsidiary, or entity in which Ford has an interest no such actions shall be taken against or directed at BOBM.

It is understood that upon recognition, BOBM will be added to the Preferential Placement Zones in Appendix N Attachment A.

To the extent that any issues arise following the application of Art. I, Sec. IV, the National parties agree to meet and discuss those issues.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

JT 10/26/23

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10/25/23

BROKERAGE WINDOW OFFERING

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Brokerage Window Offering

During these negotiations, the parties discussed the ability for employees to use retirement savings accounts for direct access to the stock markets.

Recognizing the complications with such an offering, and the inherent risks associated with using retirement savings in such a way, the parties agreed that more investigation and planning is required before anything is implemented.

The parties agree to review options for introducing a brokerage window or something similar - in principal during the term of the 2023 Collective Bargaining Agreement. If an offering is determined to be acceptable by both parties, the parties will jointly review implementation and communication plans.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

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09/08/23

CHRISTMAS - NEW YEAR'S HOLIDAY PERIOD

~~October 30, 2019~~
XX/XX/XXXX

Mr. ~~Rory L. Gamble~~ **Chuck Browning**
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gamble~~ **Browning**:

Subject: Christmas - New Year's Holiday Period

This is to confirm our understanding concerning the Christmas holiday periods provided under our ~~2019~~ **2023** National Agreement.

The new agreement is intended to continue the concept of an unbroken Christmas Holiday Period from the day before Christmas through New Year's Day (inclusive); a period that encompasses two weekends. Accordingly, the Christmas Holiday Period will contain two weekends and ~~eight~~ **six** holidays in the first year, two weekends and ~~seven~~ **eight** holidays in the second year, two weekends and ~~six~~ **eight** holidays in the third year, ~~and~~ two weekends and ~~six~~ **seven** holidays in the fourth year**, and two weekends and six holidays in the fifth year**.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: ~~Rory L. Gamble~~ **Chuck Browning**

JT 10/25/23 cba4a/00144
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10/20/23

COMMITMENT TO U.S. STAMPING PLANTS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Commitment to U.S. Stamping Plants

During these negotiations, the Union expressed concerns regarding the future of U.S. UAW-Ford Stamping Plants and how several press lines may need investment, certain work was no longer determined as core business and has been outsourced or eliminated, and certain press lines have been decommissioned.

As a result of these discussions held between the UAW and Ford Vice President of North America Manufacturing, the Company recognizes the need for re-engagement and collaboration into the future strategy of its U.S. Stamping facilities, with a commitment to explore opportunities to secure and grow the Stamping Business.

The parties further agreed to re-engage in both annual and quarterly meetings as originally intended with the Letter of Understanding titled, "Annual Business Plan Reviews – Stamping Business Unit." to discuss topics such as:

- Current and future product investment opportunities
- Press loads and any potential impact to the workforce
- Ways to modernize the Stamping Business

The first meeting shall be held within 90 days following ratification of the 2023 UAW-Ford Collective Bargaining Agreement, and jointly led by the Vice President and Director of the UAW National Ford Department and Ford Motor Company North America Manufacturing Vice President, or their designees.

9/18/23

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COMMITMENT TO U.S. STAMPING PLANTS

Additional meetings will be held with representatives from U.S. Manufacturing and Joint UAW-Ford Representatives from the National Continuous Improvement and Advanced Manufacturing Programs. The UAW-Ford Advanced Manufacturing Program will be responsible to coordinate the meeting schedules and include any applicable local union representatives.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

JT 9/18/23

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09/18/23

COMMITMENT TO VETERANS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Commitment to Veterans

Ford Motor Company has a proud history of supporting the military. We believe Veterans have unique skills to bring to various sectors of manufacturing and our plants. We are committed to provide opportunities to our Veterans and will proudly continue recruiting efforts specific to Veterans for hourly positions. Our Recruiting efforts include but are not limited to, attendance at community-based Veteran Job Fairs, posting the hourly open positions to select Veteran websites, and in person outreach.

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

9-12-23
9-12-23

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09/07/23

~~DEVELOPING~~ COMMUNICATIONS FOR HARASSMENT, ~~AND~~ DISCRIMINATION, ~~or~~ AND RETALIATION – POLICIES AND REPORTING

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: ~~Developing~~ Communications for Harassment, ~~and~~ Discrimination, and Retaliation - Policies and Reporting

During the ~~2019~~ 2023 negotiations the parties discussed the importance of preventing all forms of harassment, discrimination and retaliation in the workplace, as well as, the importance of reporting such violations. As the parties discussed during the 2019 Collective Bargaining Agreement, if employees feel they are being harassed or retaliated against in violation of Company policy, or they observe someone being subjected to such conduct, they are strongly encouraged to report this as soon as possible.[1] ~~Although Company policy for this subject has been communicated extensively to employees,~~ The parties continue to acknowledge that the importance of this topic demands a constant review of communication strategies to ensure employees understand~~ing and inform employees of~~ changes to policy and/or reporting mechanisms. 1

To that end, the Parties agreed to the following:

- The parties will continue to provide web-based access to policy information[2]. Ford's Anti-Harassment policy will be made available to UAW-represented employees on Life@Ford. It is also available in Ford's Code of Conduct, which can be accessed from both Life@Ford and on the @FordOnline homepage. 2
- The UAW-Ford National Joint Diversity, Equity, and Inclusion Committee (NJDEIC) will continue to liaise with ~~People Matters~~

[1] Moved from Reporting Harassment or Retaliation in the Workplace
[2] Moved from Reporting Harassment or Retaliation in the Workplace, with edits
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08/31/23

~~(formerly Corporate Personnel Relations)~~ Human Resources, including but not limited to Employee Engagement and Ford's Diversity, Equity, and Inclusion office, and ~~develop a~~ manage the poster communication campaign ~~for deployment~~ at all locations for employees subject to the collective bargaining agreement.

- The posters will be placed in facility locations visible to all employees as determined by the Joint Local Diversity, Equity, and Inclusion Committees.
- The posters will be refreshed and delivered to the Local Diversity, Equity, and Inclusion Committees at least annually by the ~~National Diversity and Inclusion Committee~~ NJDEIC or more often should Company policy or reporting methods change.
- The NJDEIC will create a handout communicating Ford's Anti-Harassment policy, that manufacturing and PS&L locations can distribute to employees during New Employee Orientation.
- As technologies change, the parties will explore new ways to make it easier for employees to access policy and reporting information.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

8-31-23

8-31-23

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08/31/23

COMPANY HEALTH AND SAFETY RESEARCH

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Company Health and Safety Research

During these negotiations, the joint parties **reaffirmed the need to further advance company research funding efforts** ~~discussed research to be funded~~ by the National Institute of Health Care Reform (NIHCR). The parties agree to convene within 90 days of ratification of the agreement to discuss work plans and define **a** research agenda ~~that are 100% funded by the NIHCR in the following areas:~~ **in the following areas but not limited to:**

- ~~The U Cal Berkeley/University of North Carolina breast cancer prevention study.~~
- ~~Opioid Use Disorder (OUD) intervention research.~~
  - ~~University of Michigan will pilot OUD intervention programs developed by the National Institutes of Environmental Health Sciences (NIEHS).~~
  - ~~U Cal Berkeley will complete the proposed OUD study.~~
- ~~National Institute for Occupational Safety and Health (NIOSH) will study engineered nano materials by utilizing industrial hygiene sampling, exposure assessments and medical surveillance.~~
- **An accident prevention study to eliminate fatalities**
- **Industrial hygiene sampling, exposure assessments and medical surveillance:**
  - **Isocyanates, epoxy resins and thermal decomposition products**
  - **Employee exposure to endocrine disruptors**

9/16/2023

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09/05/23

COMPANY HEALTH AND SAFETY RESEARCH

- **The National Institute for Occupational Safety and Health (NIOSH) study on engineered nano materials**
- **Breast cancer prevention study**
- **Opioid Use Disorder (OUD) research**

The research agenda will continue to be circulated to both governmental and non-governmental agencies as well as select university researchers for the purpose of generating collaboration in these areas of research. Funding research projects or studies that are identified through this process will be requested by the joint parties through the National Institute of Health Care Reform (NIHCR. Ford Motor Company total not to exceed a total of ~~$250,000~~ **$500,000**. Payments will be made directly to **agencies approved to perform research** ~~the above mentioned parties~~ through the NIHCR.

~~Very truly yours,~~

~~Bill Dirksen,~~
~~Vice President~~
~~Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

4/6/2023

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09/05/23

COMPUTER ACCESS

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Settles:~~

Dear Mr. Browning:

Subject: Computer Access

During prior and present negotiations, the parties discussed providing union representatives access to information necessary for the proper representation of employees. In addition, the parties discussed the privacy issues associated with corporate computer systems and the responsibility associated with the access to that data.

The parties previously agreed that Unit Committeepersons will be given access to Umpire Opinions, the Collective Bargaining Agreement, Letters of Understanding, and the creation of the Grievance Forms through computers accessible to committee persons in in-plant union offices.

The parties ~~also previously~~ agree~~d~~ that the following union representatives will be given read-only access to the following timekeeping system tasks **or equivalent unless any statutory requirements prohibit such access**:

- Local Union Presidents, Local Unit Chairpersons, Local Bargaining Committee Representatives, Local Benefits Representatives, and Local ESSP Representatives:
  - H121, view Estimated Overtime Hours Week-To-Date
  - H129, view Hours to be Paid
  - H445, view Vacation/Paid Personal Hours Available

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COMPUTER ACCESS

- H279, View Week-To-Date Hours Worked/Absent
- H432, view Employee Disciplinary Information
- H160, view Absence History by Employee
- **H115, view Employee Work Experience Report**
- **H443, view Hours to be Paid Report**
- **J202, view Family Day Report**

- **In addition to the tasks listed above Local Union Presidents, Local Unit Chairpersons, Local Benefits Representatives and Local ESSP Representatives will also be provided the following task:**
  - **H225, view Employees' Phone and Address**

- Committee-persons through a computer accessible in in-plant Union offices:
  - H160, view Absence History by Employee
  - H432, view Employee Disciplinary Information
  - H279, view Week-To-Date Hours Worked/Absent

Local Unit Chairpersons, Local Bargaining Committee Representatives, Local Unit Committee-persons, and ESSP Representatives will be given read-only access to the Attendance Tracking System (ATS) **or equivalent**.

The Union agrees that the data provided are to be used exclusively for the purpose of administering the Collective Bargaining Agreement and will take all the necessary steps to protect confidentiality of the information within all corporate data management and privacy procedures. Any violations of this provision will be handled as appropriate, this may include access restriction and/or discipline up to and including termination.

In response to the parties' shared concerns over safeguarding employees data, the Company instituted a system for assigning random ID numbers to all employees; eliminated the usage of social security numbers as an identifier of an employee's record; and remains committed to ensuring that proper safeguards are established and maintained.

COMPUTER ACCESS

The parties further agreed that upon request from the Local Plant Chairperson, the Local HR department will provide the local Union with an alpha and classification listing of all employees on the active employment roll. In addition, the Local HR department will provide the Local Union Chairperson a copy of the J381, Overtime Hours by Plant Unit Report printout upon request.

~~Excluding incremental computers, upon approval of the Joint Governing Body, all costs related to hardware, software, installation, maintenance, user training, program/security administration and development or modification of information systems will be paid from the Education, Development and Training Program funds.~~

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: Chuck Browning

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08/16/23

CONTINUOUS IMPROVEMENT

~~October 4, 2011~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Settles:~~ **Dear Mr. Browning:**

Subject: Continuous Improvement

The parties reaffirm the importance of Total Cost and Continuous Improvement initiatives and their role in eliminating wasteful procedures across manufacturing operations.

During 2007 negotiations, the Memorandum of Understanding - Continuous Improvement Forum (Appendix J) was created. Consideration was also given to the importance of preparing the forum members for the tasks identified in Appendix J. As such, both the UAW and Company agreed there may be times when the Continuous Improvement Forums request support, resources or services from the ~~UAW-Ford National Programs Center~~ **UAW-Ford Labor Management Committee Joint Trust**. When approved by the Joint Governing Body these requests will be supported.

In addition, the Grievance Procedure as set forth in Article VII of the Collective Bargaining Agreement has no application to, or jurisdiction over any matter related to this letter.

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

08/11/23

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08/08/23

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~~October 30, 2019~~

XX/XX/XXXX

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Conversion of Temporary Employees

During the ~~2019~~ **2023** UAW-Ford National Negotiations, the parties discussed **the conversion of** ~~converting~~ eligible ~~t~~**Temporary** employees to full-time regular employee status**.** ~~under the provisions of Appendix V.~~ Effective January ~~6~~**1**, 20~~20~~**24**, the Company agrees to convert active full-time ~~t~~Temporary employees ~~who have~~ **with** ~~three (3)~~ **nine (9)** ~~or more years~~ **months** of continuous ~~length of~~ service as a full-time ~~t~~Temporary employee as described in Appendix K. **The parties agree the below steps will be followed when active, eligible Temporary employees convert to full-time, regular employee status upon attaining nine (9) months continuous service:**

- ~~These~~ **c**Conversions will occur on the first Monday following their **completion of nine (9) months** ~~their anniversary date based upon attaining three (3) years~~ of continuous service.

- ~~The conversion of full-time temporary employees, with three (3) or more years of continuous service will continue through the balance of the 2020 calendar year only.~~

- Temporary employees may be **placed on indefinite layoff** ~~laid off~~ for up to thirty (30) days and maintain continuous service**,** including if they return to work in another **location** ~~plant~~.

- **In the event a Temporary employee experiences a break in continuous service prior to their conversion, and the break in continuous service is greater than thirty (30) calendar days,**

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their Ford Service Date will be adjusted upon reinstatement by the number of days greater than thirty (30) the employee was inactive. A Temporary employee who has been off active employment rolls longer than they worked (e.g., time-for-time calculation) is not eligible to convert to full-time employment status under the terms of this letter.

- Temporary employees placed on temporary layoff continue to accrue continuous service regardless of the duration of the temporary layoff.

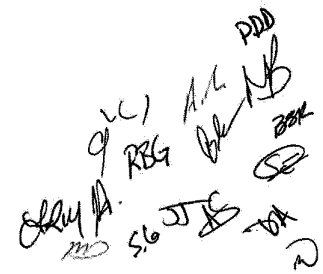
Disputes involving the application or interpretation of this Letter of Understanding will be submitted to the National Joint parties for resolution.

~~Very truly yours,~~

~~Kevin Logel,~~
~~Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Johanna Shea,
Senior Director
U.S. Union Affairs

~~Concur:~~ ~~Rory L. Gamble~~
Concur: Chuck Browning



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JT 10/25/23

DELAYED UNEMPLOYMENT BENEFITS AND THE IMPACT TO SUPPLEMENTAL UNEMPLOYMENT BENEFITS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Delayed Unemployment Benefits and the Impact to Supplemental Unemployment Benefits

During the 2023 negotiations the parties discussed the importance of income security when an employee is placed on layoff by the Company. The parties recognize that eligible employees cannot receive Supplemental Unemployment Benefits (SUB) until they have applied for State unemployment benefits. However, there may be major delays to an eligible employee receiving their SUB, if State unemployment compensation determinations are not made timely.

The parties agree that employees must apply for unemployment benefits. The parties also agree if an eligible employee does not receive their unemployment determination within the normal State unemployment timeline, the Company shall issue SUB minus what an eligible employee would receive in unemployment as if the State made the unemployment compensation determination in a timely manner, as long as the eligible employee provides documentation showing they filed for unemployment benefits. If the Company is notified the eligible employee received an unemployment compensation determination different than what was used to offset SUB, the Company agrees to review the SUB payment. If it is determined at a later date that an eligible employee is overpaid SUB, the Company has sixty (60)days from the date the overpayment is discovered to recover the overpayment.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

9/6/23

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09/01/23

DEPLOYMENT OF SAFETY TECHNOLOGIES

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Deployment of Safety Technologies

During the course of the ~~2015~~ **2023** Negotiations, the parties agree to conduct periodic meetings as needed or upon request to provide an effective forum for the strategic review of new technologies from a safety perspective. The National Joint Committee on Health and Safety (NJCHS) will conduct these reviews. Participants will include Vehicle Operations, Powertrain, Stamping, **Electrical Technical Committee (ETC), Manufacturing Technology Development (MTD)**, MP & L and Ford Land as needed.

The intent of these review meetings is to:

- Provide sufficient advance notice of the implementation of new technology and enable the NJCHS to provide feedback about safety considerations prior to the implementation of such technology.
- Report on deployment status of current safety technologies.
- Provide input to the development of common safety technology strategies across the organization that addresses new and legacy equipment.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

8/28/23

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08/23/23

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DEPLOYMENT OF SAFETY TECHNOLOGIES

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

8/23/23

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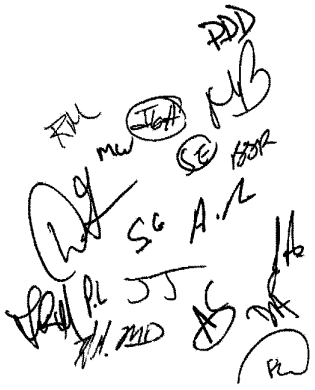

DIVERSITY, EQUITY, AND INCLUSION ALIGNMENT

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Diversity, Equity, and Inclusion Alignment

During the 2023 Negotiations, the UAW and the Company discussed opportunities for the UAW-Ford National Joint Diversity, Equity, and Inclusion (DEI) Committee to strengthen its impact on our manufacturing and Parts, Supply,& Logistics (PS&L) facilities. The UAW-Ford National Joint DEI Committee recognizes the value of collaborating with these teams to ensure alignment with the Company's DEI strategy and vision.

To this end, the parties have agreed that the UAW-Ford Joint DEI Committee Executive Program Directors will establish a meeting on a regular cadence with designated members of the Ford Global DEI and Ford Employee Experience organizations. These meetings will provide opportunities to discuss diversity issues of mutual concern and collaborate on projects or initiatives of mutual interest (e.g., DEI training initiatives, DEI/culture calendars, etc.) This will also help the teams maintain alignment with Company efforts and discuss opportunities to share ideas and work together.

It is understood that Ford's DEI organization is responsible for setting the Company's DEI vision, mission, strategy, and policies. The collaboration between the UAW-Ford National Joint DEI Committee, Ford Global DEI, and Ford Employee Experience will be valuable to ensure alignment and advancement of DEI within the manufacturing and PS&L organizations.

M 8-28-23
PB 8-28-23

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

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08/23/23

DIVERSITY, EQUITY, AND INCLUSION TRAINING - SUPPLEMENTAL TRAINER POOL

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Diversity, Equity, and Inclusion Training - Supplemental Trainer Pool

During the 2023 Negotiations, the UAW and the Company discussed challenges plants periodically face with facilitation of Respectful Workplace training or other joint training courses. Employees are required to be certified through the UAW-Ford National Joint Diversity, Equity, and Inclusion Committee (NJDEIC) in order to facilitate the Respectful Workplace module. On occasions when the plant does not have a certified trainer available, upon request, a member of the NJDEIC may lead the training. There have been occasions when neither a plant certified trainer nor an NJDEIC representative were available, impacting NEO delivery.

To avoid such circumstances in the future, the parties have agreed to identify a supplemental pool of back-up trainers, who could cover training needs when local certified trainers and National Committee Members are unavailable. The NJDEIC, at its discretion, will select candidates from among the existing group of certified trainers to serve in the supplemental pool. Employee participation in training will be voluntary and subject to approval by local plant leadership. Travel and wages for these back-up trainers will be funded by the UAW-Ford Labor Management Committee (LMC) Joint Trust. These trainers may facilitate Respectful Workplace, or other jointly agreed-upon courses, at the request of the NJDEIC with concurrence from their local facility. Finally, the Grievance Procedure set forth in Article VII of the Agreement has no application, or jurisdiction over, any matter relating to this Memorandum of Understanding.

8-31-23

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8/31/23

Concur: Chuck Browning

cba4a/01576
b
08/25/23

EDUCATIONAL ENRICHMENT COURSES

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Educational Enrichment Courses

During the ~~2019~~ **2023** negotiations the parties discussed expanding the focus of Personal Development Assistance to include Educational Enrichment Courses. It was agreed that the primary emphasis of Personal Development Assistance will continue to be job and career-related courses; however, it was also acknowledged that there was potential benefit to employees and the Company that may be achieved by allowing employees to use part of the Personal Development Assistance allocation to take approved Educational Enrichment-related courses.

To this end, the parties agree that up to $1,500 of the ~~$3,000~~ **$4,000** Personal Development Assistance may be used for Educational Enrichment Courses that include non-credit or non-degree courses mutually agreed-upon by the Joint Governing Body; including tuition, approved fees and books. These courses are to be taken at approved educational institutions.

Upon conclusion of negotiations and 120 days after ratification of this agreement, the UAW and Company representatives will develop a proposal for approval by the UAW-Ford Joint Governing Body that will include the types of eligible courses, provider requirements, and employee communication plan.

cba4a/01456/1
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08/17/23

EDUCATIONAL ENRICHMENT COURSES

~~Very truly yours,~~

~~Bill Rooney,~~
~~Manager~~
~~Union Relations~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

8-21-23

8-21-23

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a
08/17/23

ELIGIBILITY OF CERTAIN HOURLY EMPLOYEES
FOR POST-EMPLOYMENT ANCILLARY BENEFITS

~~November 5, 2015~~
XX/XX/XXXX

~~Mr. Jimmy Settles~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Settles~~ **Mr. Browning**:

Subject: Eligibility of Certain Hourly Employees for Post-Employment Ancillary Benefits

During these negotiations, the Union expressed its concern that hourly employees who are eligible for Retirement and Supplemental Contributions under the Tax-Efficient Savings Plan for Hourly Employees, but who are not eligible for benefits under the Ford-UAW Retirement Plan, are not eligible for certain ancillary benefits after separation from service.

After consideration, the parties agreed that such an employee who voluntarily and permanently separates from service with the Company (i) after reaching age 55 or older with 10 or more years of service from such employee's Ford service date, or (ii) at any age with 30 or more years of service from such employee's Ford service date, **or (iii) after reaching age 65 or older with 1 or more years of service from such employee's Ford service date,** shall be eligible for the following ancillary benefits: vehicle purchase programs, profit sharing, vacation earned in accordance with Volume I, Article IX, Section 24(g)(1), and retiree tuition assistance, as applicable.

Eligibility for such ancillary benefits shall be determined in accordance with the preceding sentence and the provisions of the Agreement applicable to such ancillary benefits, which shall be amended to reflect this letter of understanding, at which point this letter of understanding shall be null and void. Ancillary benefits shall be provided to eligible employees in accordance with this letter of understanding and applicable provisions under the Agreement as soon as administratively practicable following the effective date of this Agreement.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~

JT 10/13/23

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09/21/23

ELIGIBILITY OF CERTAIN HOURLY EMPLOYEES
FOR POST-EMPLOYMENT ANCILLARY BENEFITS

Kevin Legel,
Vice President
Labor Affairs

Concur: ~~**Jimmy Settles**~~ **Chuck Browning**

JT 10/23/23 cba4b/01483 a 09/21/23

EMPLOYEE ACCESS TO DIGITAL INFORMATION – JOINT PROGRAMS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Employee Access to Digital Information - Joint Programs

During the 2023 negotiations, the parties discussed ways to provide employees with easier access to information about joint programs. The UAW-Ford Joint Trusts are dedicated to enhancing the employee experience and improving the service we provide to the membership. The Joint Trusts, along with the UAW and the Company, offer multiple channels through which employees can access pertinent information about the joint programs, the UAW, and Ford.

The UAW-Ford Joint Trusts' website, (www.uawford.org) can be accessed both from computers within Ford facilities and through employees' home computers. Along with the website, employees can access the Trusts' app using their Smartphones. The website and app allow employees to access important information, including:

- Descriptions of all UAW-Ford Joint Programs
- Training calendar
- Tuition Assistance Information and online application
- Listing of local ESSP/EDTP representatives and Central Diagnostic Agency information for each plant
- Quick links to other important hubs, including Life@Ford, where employees can access paystubs, update personal information, and review Company policies

As technologies evolve, the UAW-Ford Joint Trusts will continue to facilitate new ways to make it easier for employees to access information.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8-28-23

8-28-23

Concur: Chuck Browning

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08/22/23

EMPLOYEE ACCESS TO EDUCATION TRAINING ASSISTANCE PLAN (ETAP) APPLICATION

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Employee Access to Education Training Assistance Plan(ETAP) Application

During the 2023 negotiations, the parties agreed on the importance of facilitating employee access to Education, Development and Training Program (EDTP) information and the application for tuition assistance. The application is available on the UAW-Ford Joint Trust website (EDTP page) and the UAW-Ford Joint Trust app. In order to provide active employees another convenient way to submit applications, the parties agreed to provide an additional link in Life@Ford to the Tuition Assistance application, within 90 days of the effective date of this agreement. As technologies evolve, the UAW-Ford Joint Trusts will continue to facilitate ways for employees to access information.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

mr 8-23-23
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08/22/23

EMPLOYEE INFORMATION

XX/XX/XXXX ~~October 30, 2019~~

Mr. ~~Rory L. Gamble~~ Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning ~~Gamble~~:

Subject: Employee Information

The Company shall furnish to the National Ford Department each month ~~February and August~~ during the term of the Collective Bargaining Agreement the following information on all employees covered by the Agreement on the active employment rolls of the Company:

Global ID

Name

Address

~~Accounting~~ Location Code

Department Number

Skilled Code

Birth Date

Ford Service Date

Plant Seniority Date

~~Incentive Status~~

Phone Number

Personal Email Address (upon implementation of future technology)

In addition, the Company will continue to furnish to the National Ford Department the employee information currently provided to the UAW Secretary Treasurer's Office.

The following data will be furnished in a like manner on all retirees under the Ford-UAW Retirement Plan:

Name

Address

~~Accounting~~ Location Code

Birth Date

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The Union will take adequate measures to ensure that such information is treated in a confidential manner and is disclosed only to those Union officials whose duties require this information.

The Company shall also furnish the following information to the Local Unions:

Union Dues Deduction Reporting

(1) The Company will provide the President and the Financial Secretary of local unions with information concerning the following hourly personnel activity: accessions; terminations; transfers to hourly from salary; and transfers to salary from hourly. Such information will be provided on a weekly basis, as soon as practicable after the end of each respective week, unless such information is presently being provided on a more frequent basis.

(2) The Company will advise the Local Union Financial Secretaries of the identity and former location of rehired and reinstated employees who were at a different location and in a different Local Union when last employed by the Company. Additionally, the Financial Secretaries of Local Unions may contact the local Human Resources Manager or designated representative to obtain the reason for employee absences when monthly dues were not deducted in a given month.

(3) With respect to Union Dues Deductions: (1) the Company will include a code indicating the reason for absences in the record furnished the Financial Secretaries of Local Unions concerning those employees for whom no deductions are made; and, (2) the Company will continue to furnish in a format compatible with local union software all regular dues deduction, initiation fee, and SUB dues deduction data on a semi-monthly basis, to any Local Union which requests that this method be used.

(4) The Company will remit all sums deducted from pay to the Financial Secretaries of the Local Unions pursuant to Article III, Section 6, using the present method or via electronic transfer to the Local Unions financial institution. It is understood that the Financial Secretaries of the Local Unions will notify the Company of their desire to have deductions electronically transferred. This change will be effective within ninety (90) days following notification to the Company. If electronic transfer is selected, the payment will be made within two (2) to three (3) days after the first pay period in each month.

Additionally, this also confirms our understanding about the Company providing the local Union the birth date of employees on the record of dues deduction.

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The local Union will receive and retain birth date information in confidence and will disclose it only to those officials of the Union whose duties require them to have such information. Representatives of Labor Affairs will work with representatives from the National Ford Department to mutually agree and jointly identify a secure manner for transmitting, in accordance with legal requirements and limitations, the information in a mutually agreeable format for the local Financial Secretaries' data processing requirements in order to maintain the utility of the information given to Financial Secretaries concerning weekly updates of personal data on members whose status or information has changed.

Very truly yours,

~~Kevin Legel~~ Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: ~~Rory L. Gamble~~
Concur: Chuck Browning

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09/01/23

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble~~:

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Employee Support Services Program Enhancements

During the ~~2019~~ **2023** negotiations the parties discussed several enhancements to the Employee Support Services Program (ESSP). The parties have reached a common understanding of several issues and jointly support the following enhancements to the program:

- ~~Developing and deploying high level ESSP awareness training for plant human resources representative by the 2nd quarter of 2020~~
- Continue ~~Modifying~~ **to** modify the ESSP Representatives presentation in the New Employee Orientation**,** ~~to include early intervention awareness~~ **as needed** ~~within 90 days of the agreement.~~
- ~~Developing a single point lesson refresher on Behavioral Emergency Critical Incident Stress Debriefing (BE/CISD) to be distributed to the plants on a biennial basis~~
- **Continue to grant** ~~Granting~~ ESSP Representatives access to GERT
- ~~Continuing~~ **Continue** the practice of joint reviews of plant fitness center equipment requests
- **Continue to grant** ~~Granting~~ ESSP Representatives the ability to contact ~~UNICARE~~ **the disability provider** directly on behalf of an employee, provided:
  - The issue being addressed is for addiction/treatment or mental health only
  - The Representative has a signed waiver from the employee before contacting ~~Unicare~~ **the disability provider** and will not ask about general leave questions, social security benefits, etc.

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- The Representative has been trained regarding the new access provisions and process

- ~~Agreeing to develop and submit a funding proposal for a National UAW-Ford Health Fair to the Joint Governing Body~~
- ~~Continuing and~~ Continue to improv~~inge~~ the Early Intervention Program
- ~~Building improvements to the Ernie Lofton Fitness Center~~
- ~~Creating a single point lesson on the process regarding the Letter of Understanding titled "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs"~~
- Reminding plant human resource representatives about the contractual provision that allows for on-site support group meetings for employees, on their own time with appropriate meeting space available, once during the 2023 agreement.
- Under present conditions, Medical will use the Clinical Operations Substance Abuse Manual and will not test employees for marijuana when returning from a medical leave unless the employee:
  - is a DOT operator;
  - is returning from a substance use disorder leave; or
  - is showing signs of impairment
- The Company agrees to share the Fitness Center cleaning guidelines on the UAWFord.org website and by email to all ESSP Representatives.
- The parties agree to develop a one-year pilot for fitness center attendants in four mutually agreed upon locations. The pilot will begin 2025. Effectiveness of the pilot will be based on data gathered from surveys, badge readers and employee feedback. Fitness center badge readers will not be used for disciplinary or absenteeism purposes, however, will be used for fitness center waiver compliance and usage.
- The parties agree to develop an employee wellbeing recognition program for employees who have made significant improvements to their wellbeing.
- The parties agree to jointly solicit plant locations for voluntary participation in a one-year Wellbeing Room pilot. All costs associated with the pilot will be funded by the plant.
- In accordance with the Emergency Response Plan, ESSP Representatives, as well as, Chairpersons with a dual ESSP role, will be included in notification as Level 1.
- As part of the return to work from a grievance settlement, employees will not be tested for marijuana unless the employee:
  - is a DOT operator;
  - is returning from a substance use disorder leave;
  - is showing signs of impairment; or

- marijuana testing is included as a requirement of the waiver

- In times of crisis, additional ESSP support from neighboring plants may be requested by contacting the National ESSP Committee to help facilitate the request between plants.
- Employees may continue to use Personal Development Assistance (PDA) toward Chaplaincy certification and ordination training according to the program guidelines.

As soon as practicable, after these negotiations, the Company and the UAW, will make arrangements to implement these enhancements provided they are approved in accordance with the provisions of the LOU- Joint Programs and the relevant Trust documents.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

M 9-12-23

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a06
09/07/2023

EMPLOYEES CALLED TO DUTY WITH RESERVE FORCES

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Employees Called to Duty with Reserve Forces

Ford Motor Company recognizes that our employees are an essential element of the Reserve Forces of the United States. Presently, when such employees are called to long-term active duty, they will be released for such duty.

During these negotiations, the Company and Union discussed the personal hardships employees may face when called to active duty, particularly on short notice. The Company assured the Union it will give full consideration to requests from Reservists for time off needed to take care of personal affairs when they are called to long-term active duty.

The Company further assured the Union it will also give full consideration to requests from third shift employees for time off on the Friday shift immediately preceding weekend military duty with a Saturday morning report date provided the employee provides advance notice.[1] 1

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

[1] Moved to Volume I Article IX Section 20 with minor edits.
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08/04/23

ENERGY CONTROL POWER LOCKOUT
PLACARDING SNAP-SHOT SURVEY

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Energy Control Power Lockout Placarding Snap Shot Survey

During the 2003 negotiations, the parties discussed the need to conduct, in a timely manner, a snap-shot survey to ensure the integrity of Energy Control Power Lockout placards and develop action plans to address missing, damaged, or defective placards.

To accomplish this survey, each applicable department or area shall identify a qualified person(s) familiar with the equipment/machines to conduct a visual confirmation of the placards including: existence and proper location, legibility, energy labels match placards, and applicable machine components are identified on layout. Inaccurate placards are to be immediately communicated to the appropriate member of management and placarding committee as identified in local procedures.

To ensure consistency, it is essential that the qualified persons have completed ECPL training (including the placarding video), experience in using ECPL, and reviewed the ECPL Placarding Guidelines.

The NJCHS will develop and distribute detailed instructions that include a summary matrix for conducting the surveys. Departments/areas are to complete all surveys within 90 days of receipt of the instructions and forward summaries and action plans to correct deficiencies to the plant safety engineer and union health and safety representative for review at the Plant Safety Process Review Board meeting.

Action plans and timing will be forwarded to Division/Operations for review and monitored until completion.

Very truly yours,

RICK E. POYNTER, Director
U.S. Union Affairs
Labor Affairs

Concur: Gerald D. Bantom

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09/08/23

9/11/2023

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ENHANCED ROLES AND RESPONSIBILITIES
FOR ~~EXISTING FPS COORDINATORS~~ **CI Specialists**

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Enhanced Roles and Responsibilities for Existing ~~FPS Coordinators~~ **CI Specialists**

During the **2023** negotiations, the parties discussed the role of existing locally appointed ~~FPS Coordinators~~ **CI Specialists** and how their contributions can further support continuous improvement and the maturity of work group/teams.

Accordingly, the National Continuous Improvement Forum (NCIF) will develop enhanced roles and responsibilities for these coordinators that are aligned to the vision of fully integrated, motivated teams working together to drive operational excellence and continuous improvement in support of "One Manufacturing - Best in the World". These roles and responsibilities will be cascaded to the Local Continuous Improvement Forum (LCIF) for review and implementation. Once roles and responsibilities have been implemented, the local parties may review business rationale to consider additional ~~coordinator~~ **specialist**(s) as appropriate.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

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08/10/23

ENHANCED ROLES AND RESPONSIBILITIES
FOR ~~EXISTING PPS COORDINATORS~~ **CI Specialists**

Concur: Chuck Browning

08/14/23

MG

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09/10/23

Enterprise-Wide Offering of Special Retirement~~/Separation~~ Programs

~~October 30, 2019~~

XX/XX/XXXX

Mr. **Chuck Browning** ~~Rory L. Gamble~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Browning** ~~Gamble~~:

Subject: Enterprise-Wide Offering of Special Retirement~~/Separation~~ Programs

This letter is to confirm the Company's interest in conducting an enterprise-wide offering of **the** Special Retirement **Incentive (SRI)** ~~and Separation~~ Programs for ~~eligible and~~ interested **Normal or Regular Early retirement eligible** Ford UAW-represented **Legacy** hourly employees subsequent to the implementation of the **2023** ~~2019~~ Collective Bargaining Agreement **(CBA)**.

~~This offering will consist of the Special Retirement Incentive (SRI) and the Special Termination of Employment Program (STEP), both~~ **This** programs will provide **a** gross (pre-tax) lump-sum incentive payments of $650,000 for eligible non-skilled **and skilled employees who retire during 2024 and meet the eligibility requirements. The parties will determine the 2024 open window period during which employees may apply. There is no limit to the number of eligible employees who may elect to participate in this program.** ~~and select eligible skilled trade employees~~

The parties will discuss additional Special Incentive Programs that may be offered as necessary during the term of the 2023 CBA.

~~By mutual agreement, the parties will determine the timing of these offerings.~~

Very truly yours,

Scott Britton ~~Kevin Legel~~,
Executive Director
U.S. Labor Affairs

Concur: **Chuck Browning** ~~Rory L. Gamble~~

10/26/23

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10/25/23

ERGONOMIC FLOORING AT PS&L HIGH VELOCITY CENTERS (HVC)

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Ergonomic Flooring at PS&L High Velocity Centers (HVC)

During the 2023 negotiations, the parties agreed to install ergonomic flooring in the binning areas of all the remaining High Velocity Centers (HVC), including the Export HVC (Livonia PDC), that do not already have the ergonomic flooring installed. Installation will occur during the term of the 2023 agreement, to commence in January of 2024.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

9/8/23 MG

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09/07/23

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EXCUSED ABSENCE ALLOWANCE -- UAW HOURLY EMPLOYEES

February 25, 1977

Director and Managers,
Industrial Relations Office, NAAO
Division Industrial Relations Managers
Division Personnel and Organization Managers
Persons Designated by the Above

Subject: Excused Absence Allowance -- UAW Hourly Employees

The eligibility requirements, pay provisions, procedures and general rules as set forth below are to be used in the administration of Article IX, Section 25(c), Excused Absence Allowance.

Eligibility Requirements

1. Absences because of personal illness or other personal reasons must be excused by the employee's supervisor for an absence payment to be made.

2. In the case of personal illness, detailed proof will usually not be required when the employee's absences are no more frequent than what could be reasonably expected of the normal employee. However, if an employee's attendance record is such that there is good reason to doubt the validity of a particular absence, a request for an excused absence payment may be denied unless the absence is substantiated by convincing proof.

3. In the case of other personal reasons, requests for excused absence payments should be made in advance when the employee is reasonably able to do so. When the employee is not excused in advance and there is good reason to doubt the justification for failure to have been excused in advance, a request for an excused absence payment may be denied.

4. Notwithstanding No. 3 above, requests for excused absence payments for other personal reasons shall be granted provided that: (a) the employee makes a written request on a form supplied by the Company at least one week in advance of the requested day; (b) there will be no adverse impact on operations (and if more than one employee desires the same day off, this will be taken into consideration when determining operational impact); and (c) if more employees, working for the same immediate supervisor, request the same day off than can be accommodated, the first employee(s) submitting a written request shall be granted the day off.

5. Notwithstanding Nos. 2 and 3 above, supervision should, in considering requests for excused absence payments for the day immediately prior to, or following a holiday(s), be

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~~EXCUSED ABSENCE ALLOWANCE -- UAW HOURLY EMPLOYEES~~

~~guided by criteria now used to determine holiday pay eligibility when employees are absent on these days; that is:~~

~~(a) Absences because of claimed illness must be medically substantiated before an excused absence payment is made.~~

~~(b) Absences because of other personal reasons ordinarily must have been excused in advance.~~

~~6. In as much as Saturdays and Sundays are not normally considered part of the vacation period, excused absence payments may not be made for these days when an employee is absent from scheduled work, except that, in the case of a seven-day operations employee, an excused absence payment may be made when Saturday or Sunday is part of the employee's 40-hour scheduled workweek.~~

~~7. In scheduling portions of the 40 Excused Absence Allowance hours as additional vacation, such time must be added to other scheduled vacation time and not scheduled as separate days or parts thereof. For example, a primary use of these 40 hours will be to enable an employee with 60 or 100 hours of regular vacation eligibility to round out a half-week period. Depending on production and vacation scheduling requirements, these hours may also be used as extra vacation in other ways as well -- again, so long as they are added to other vacation time.~~

~~8. For purposes of Paragraph (3) of Section 25(c), "additional scheduled vacation time" shall be the scheduled number of hours that exceed the total amount of other vacation hours for which an employee is eligible. For example, an employee with 100 hours of vacation eligibility (60 regular hours and 40 additional hours) who is scheduled for a continuous vacation period of two weeks (80 hours) would have 20 hours of the scheduled vacation period applied against the 40 hours available under Section 25(c). If, on the other hand, an employee is scheduled for 60 hours of vacation, none of these hours would be charged to the 40 Excused Absence Allowance hours because they do not exceed the total amount of regular vacation time to which the employee is entitled.~~

~~9. An employee whose vacation allowance is reduced as a result of not being on the active employment roll 32 weeks or more, or because of accumulating more than 35 unexcused days of absence in the preceding vacation period prior to the employee's eligibility date, may use only 20 hours of the reduced vacation allowance to pay for excused absence because of personal illness or other personal reasons. For example, an employee whose vacation allowance is reduced from 140 hours to 70 hours as a result of not being on the~~

EXCUSED ABSENCE ALLOWANCE – UAW HOURLY EMPLOYEES

active roll at least 32 weeks, may use only 20 of the 70 hours' vacation allowance for excused absence payments.

10. The Company's right to schedule vacation does not extend to the 40 hours provided for under Section 25(e) unless the employee elects to use such hours as additional vacation. An employee does not have to schedule these hours as vacation. However, once all or a portion of these hours have been requested as additional vacation and are so scheduled, the employee may not revoke this designation without Company approval for the purpose of using such hours for excused absence payments.

11. The Company's right to deny vacation and instead pay in lieu of vacation, as provided for in Article IX, Section 25(d), does not apply to the 40 hours available under the Vacation Plan as excused absence payments for personal illness or other personal reasons. These hours may be taken by the employee for such purposes so long as the time off is excused and the employee meets the other eligibility requirements described above.

Pay Provisions

1. An excused absence payment shall be paid on the same basis as regular vacation, i.e., at the employee's basic hourly rate, inclusive of shift premium but exclusive of all other premiums, on the date such period begins. For an employee working under incentive plans, the hourly rate to be used instead of basic hourly rate shall be the employee's average straight-time hourly earnings, including incentive earnings and shift premium, but excluding all other premiums, for the last four pay periods worked immediately preceding the week prior to the week in which the excused absence or vacation commences.

2. If by the last day of any vacation period, an eligible employee has not received a vacation, including unused Excused Absence Allowance hours, the employee shall be paid a lump sum as vacation pay in lieu of vacation, the sum to be computed as the amount to which the employee would be entitled if the vacation were to begin on the last day of the vacation period.

3. Hours for which excused absence payments are made shall not be considered as time worked for purposes of determining overtime premiums.

Procedures

1. The employee should make application for an excused absence payment for personal illness or other personal reasons on revised Form 2611 (Vacation/Excused Absence Pay Request).

EXCUSED ABSENCE ALLOWANCE — UAW HOURLY EMPLOYEES

2. When completed, Form 2611 should be distributed by the supervisors as follows:

Original Payroll

Duplicate Timekeeping

Triplicate Supervision Plant Office

Quadruplicate Employee

The "Supervision Plant Office" copy should be used for two main purposes: (1) to maintain a current record of each employee's hours of vacation/excused absence allowance; and (2) to record excused absence days as such on individual employee absenteeism records maintained at many locations. For this latter purpose, if such records are maintained by the Plant Employment activity, arrangements should be made with the Timekeeping activity to obtain a regular report of employees receiving excused absence payments.

3. Regardless of whether an excused absence payment is made for a particular day(s) of absence because of personal illness or other personal reasons, such time will continue to be recorded as absent time on the supervisor's Daily Report of Time in the same manner as heretofore.

General Rules

1. In order to qualify for holiday pay, the employee must work the scheduled working days prior to and following the holiday(s) in the same workweek or, in the case of the Christmas holiday period, regardless of workweek, even though a day of excused absence intervenes between the holiday(s) and such scheduled day.

2. Hours for which an employee receives an excused absence payment shall be used in computing future service credits under the Retirement Plan.

3. Any week, or part thereof, in which an employee is absent and receives an excused absence payment shall be counted for accruing SUB credit units.

4. A day for which an excused absence payment has been made will be excluded insofar as the 35-day absence count in computing vacation entitlement is concerned.

Any questions regarding this communication should be directed through organizational channels to the Wage Administration Section, Wage and Employment Practices Department.

W. C. MCGRUTHER, Manager
Wage and Employment
Practices Department

8/29/23

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08/11/23

FAMILY DAYS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Gamble~~ **Mr. Browning**:

Subject: Family Days

During ~~these~~ **the 2023** negotiations, the parties ~~recognized those~~ **held extensive discussions regarding those** unique needs that may arise within an employee's family. **The Company recognizes that working families face significant challenges in balancing their work and family obligations. To that end, the Company reaffirms its commitment to the overall employee experience with affording the flexibility that is sometimes required to address these challenging needs within our employees' families.**

It was agreed that eligible employees shall receive up to two **(2) paid** Family Days during the term of this agreement as follows:

- Employees with seniority or who attain seniority on or before December 31, 20~~19~~**23** shall receive two (2) **paid** Family Days on January 1, 20~~20~~**24**.
- Employees who attain seniority on or after January 1, 20~~20~~**24** through December 31, 20~~21~~**25** shall receive two (2) **paid** Family Days on the first day of the month following the date they attain seniority.
- Employees who attain seniority on or after January 1, 20~~22~~**26** through the expiration date of the agreement shall receive one (1) **paid** Family Day on the first day of the month following the date they attain seniority.
- ~~Employees with current attendance discipline of one (1) week or more will not be eligible to schedule or use any Family Days.~~

8/21/2023

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Employees returning to the hourly rolls, will be entitled to **paid** Family Days as outlined above.

Eligible employees will be paid up to eight (8) hours or if on an Alternative Work Schedule, the appropriate straight time hours they would have normally worked for each Family Day taken. Pay will be computed in the same manner as specified in Article IX, Section 24 (i) of the Collective Bargaining Agreement. There will be no pay in lieu for unused Family Days. [1]

1

Eligible employees will request **the use of** a Family Day at least forty-eight (48) hours in advance, and supervisors are encouraged to release employees provided there will be no adverse impact on ~~the~~ operations.

~~Eligible employees will be paid up to eight (8) hours or if on an Alternative Work Schedule, the appropriate straight time hours they would have normally worked for each Family Day taken. Pay will be computed in the same manner as specified in Article IX, Section 24 (i) of the Collective Bargaining Agreement. There will be no pay in lieu for unused Family Days.~~

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

~~Concur: Rory L. Gamble~~

8/21/2023

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[1] Moved from last paragraph
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08/18/23

FUTURE POWER UNIT CAPACITY

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Future Power Unit Capacity

During the 2023 Negotiations, the parties discussed future additional power unit capacity. The Company has agreed to add two new power unit applications that will support multiple future EV vehicles at the Van Dyke Electric Powertrain Center. The Company also agrees to work with the Union to evaluate installing additional power unit capacity at existing powertrain facilities represented by the UAW once future power unit demand requirement exceeds the Van Dyke Electric Powertrain Center planned installed capacity of approximately 1 million.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

9/20/23

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09/19/23

GENDER NEUTRALITY~~/~~ LANGUAGE

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Gender-Neutral~~ity~~ Language

During these negotiations, the parties discussed ~~at length the importance of~~ gender-neutral contract language ~~equality~~.

The parties acknowledge that all terms in this agreement are intended as gender-neutral ~~and shall apply to either sex, and~~ agree that new or modified language written post-ratification will be written as gender-neutral.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

MC 9-7-23
BB 9-7-23

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09/07/23

~~SEXUAL~~ HARASSMENT**, DISCRIMINATION, AND RETALIATION**

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: ~~Sexual~~ Harassment**, Discrimination, and Retaliation**

Ford Motor Company **is committed to** ~~has a long-standing concern about~~ fair and equal treatment of **all** employees. **Any form of** ~~H~~harassment**, discrimination, or retaliation based on** ~~of any~~ **an** ~~individual~~**employee's** ~~in the work environment because of~~ race, religion, color, age, sex **(including pregnancy, gender identity/expression, and** sexual orientation**)**, union activity, national origin, disability, ~~gender identity/expression~~ **genetic information,** ~~or~~ veteran status, **and/or other protected characteristic(s)** is ~~considered~~ contrary to the spirit and intent of ~~the Company's~~ **our anti-harassment,** non-discrimination**, and retaliation** policies **and is often illegal. Our policy to prohibit these activities and behaviors is based on our concern for the employee, as well as our commitment to good business judgment and a workplace culture where all employees are valued and treated with fairness and respect.**

~~**Statement**~~

~~Sexual harassment violates Ford's long-standing policy against discrimination on the basis of sex. Sexual harassment in the workplace is also illegal. Ford's policy to prohibit the occurrence of sexual harassment is based on concern for the individual as well as good business judgment.~~

Definition

~~For the purpose of determining whether a particular act or course of conduct constitutes sexual harassment under this policy, the following definition will be used:~~

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~~SEXUAL~~ HARASSMENT, DISCRIMINATION, AND RETALIATION

~~Sexual h~~Harassment ~~includes~~ is any ~~unwanted~~ unwelcome conduct based on race, religion, color, age, sex (including pregnancy, gender identity/expression, and sexual orientation), union activity, national origin, disability, genetic information, veteran status, and/or other protected characteristic(s) that create a hostile or offensive work environment. This includes verbal or physical conduct that is intimidating, offensive, or interferes with an employee's work performance. ~~of a sexual nature that unreasonably interferes with an individual's work environment, including but not limited to the following: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

- ~~Submission to such conduct is made a term or condition of an individual's employment; or~~
- ~~Submission to or rejection of such conduct is used as the basis for employment decisions; or~~
- ~~Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.~~

Discrimination occurs when an employee is treated adversely based on the same characteristics noted above. This can include unfair treatment in hiring, promotions, pay, and other employment-related decisions.

Retaliation occurs when an adverse action occurs against an employee for engaging in protected activity, such as filing a complaint alleging discrimination or harassment, participating in an investigation, or opposing discriminatory practices.

Procedure

Employees, business partners, and visitors who come in contact with Ford employees and who in good faith believe that they have been subjected to or witnessed ~~unlawful sexual~~ harassment, discrimination, or retaliatory activity or behavior by a Ford employee, Ford business partner, or visitor are encouraged to promptly report this occurrence. Individuals wishing to make the Company aware of unlawful conduct may notify:

- Immediate management
- Local Human Resources office
- Local Employee Relations for Manufacturing (or designee) ~~People Matters and the Equal Employment Planning Office at Ford World Headquarters~~

or utilize the current reporting mechanisms identified on facility posters and Ford Motor Company intranet site(s).

Employees covered by the Collective Bargaining Agreement may also utilize mechanisms provided under the terms and provisions of the Agreement. ~~Sexual h~~**H**arassment**, discrimination, and retaliation** complaints/grievances shall be processed expeditiously and confidentially**.** ~~and another Supervisor will hear any grievance when the Supervisor in the regular grievance chain is the alleged harasser.~~

~~Sexual h~~**H**arassment**, discrimination, and retaliation** complaints will be investigated in a lawful, timely, and impartial manner. Confidentiality will be maintained throughout the investigation process**.** ~~and information will be shared only on a need-to-know basis.~~ Because of the sensitivity of ~~sexual harassment~~ **these** issues, all investigations will be designed to protect the privacy and reputation of all individuals concerned. Ford will take appropriate steps to **ensure** ~~assure~~ that a person who in good faith reports complaints about, or participates in the investigation of, a**n** ~~sexual harassment~~ allegation~~,~~ will not be subject to retaliation. Ford will also take appropriate steps to **ensure** ~~assure~~ that a person against whom such an allegation is made is treated fairly.

~~Ford is firmly committed to providing a work environment free of harassment and will not tolerate harassment of any kind.~~ Violations will result in appropriate corrective action. Appropriate discipline, up to and including discharge, may be imposed.

Ford and the UAW are in agreement that complaints of **this nature** ~~harassment~~ should be dealt with promptly and fairly under the ~~existing~~ internal procedure as provided in this letter and attachment and under Article X Section 9 of the National Agreement and Appendix X, Memorandum of Understanding, UAW-Ford Joint Diversity**, Equity,** and Inclusion Program. **Ford and the UAW are further in agreement that it is Ford's responsibility to investigate complaints of harassment, discrimination, and retaliation, and that it is Ford's responsibility to issue discipline where appropriate. Moreover, nothing herein affects the right of a bargaining unit member who is being interviewed to have a Union Representative present during the interview. The description of the internal procedure as provided in this letter supersedes any description of the internal procedure in any prior letter.**

Further, the parties agreed training may be provided when approved by UAW National Ford Department and Ford Motor Company senior leadership, in recognizing, preventing, responding to, and investigating sexual harassment**, discrimination, and retaliation**. Such training will include the use of jointly-approved

~~SEXUAL~~ HARASSMENT**, DISCRIMINATION, AND RETALIATION**

educational programs and materials. Participants in this training may include the UAW-Ford Joint Diversity**, Equity,** and Inclusion Committees, National and Local, Union representatives (including members of the Civil Rights Committee), **Human Resource Labor Operations (HRLO), Employee Relations for Manufacturing team,** employees, and management. **The parties further agreed that if Ford is required by law, state or federal compliance, or other authority to provide certain training, that Ford will commence training in accordance with the regulation and ensure the UAW is aware and has seen the training content as well as understands the roll-out plan.**

~~Very truly yours,~~

~~Bill Dirksen,~~
~~Vice President~~
~~Labor Affairs~~
Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

Attachment

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~~SEXUAL~~ HARASSMENT**, DISCRIMINATION, AND RETALIATION**

~~**Sexual Harassment**~~

~~Sexual~~ Harassment, Discrimination, and Retaliation Complaint Investigation Process

Complaints of ~~sexual~~ harassment**, discrimination or retaliation** originate via many different avenues, ~~i.e.~~ **e.g.,** an employee to Management, an employee to a Union Representative, from either a Management or Union Representative directly, or anonymously. Accordingly, immediately upon any member of Management becoming aware of an allegation of ~~sexual~~ harassment**, discrimination, or retaliation** when a Bargaining Unit employee is either the accused or the complainant, the following process is to be followed:

- **The local Employee Relations for Manufacturing Investigator (or designee) is assigned to investigate the complaint.**
- **The local Employee Relations for Manufacturing Investigator (or designee) informs the local Human Resource Manager of the pending investigation.**
- ~~The involved facility Human Resources Manager (or designee) must be advised of the allegation of sexual harassment~~
- ~~They~~**The Human Resources Manager (or designee)**, in turn, will ~~immediately~~ **as soon as practicable** contact the Local Union Chairperson (or designee) **and Human Resources Labor Operations (HRLO)** to make them aware of the allegation **before the Employee Relations starts an investigation**. In cases where a complaint is received from an anonymous source, the **local Employee Relations for Manufacturing Investigator (or designee) involved** ~~aforementioned parties~~ will, before commencing with an investigation, confirm with the employee who is allegedly harassed**, discriminated, or retaliated against** that ~~he or she~~**they**, in fact feel~~s~~ ~~sexually~~ harassed**, discriminated, or retaliated against**.
- ~~The local Human Resources Manager is also responsible for notification to the appropriate operation Labor Relations Office as well as People Matters (formerly Personnel Relations) and the Equal Employment Planning Office of the sexual harassment complaint.~~
- ~~The Local Union Chairperson is responsible for notification to appropriate Regional and National Ford personnel of the sexual harassment complaint.~~
- **The local Employee Relations for Manufacturing Investigator (or designee)** ~~involved Human Resources Manager (or designee)~~ will advise the accused party **and their respective Union Representative** at the appropriate time of the investigation and, accordingly, they could be placed "on notice" of potential disciplinary action, and that any act(s) of retaliation will not be tolerated.
- **An impartial investigation of a complaint of harassment, discrimination, and/or retaliation is to be conducted in as**

expeditious a manner as possible. Dependent on the circumstances of the individual case, the ~~Human Resources Manager~~ **local Employee Relations for Manufacturing Investigator (or designee)** may deem it prudent to suspend the accused individual(s) until the investigation is concluded **and discipline (if any) is imposed. Starting with the first day of suspension, the employee will be paid their base scheduled hours including all applicable cost-of-living allowance and shift or crew premiums for the period of suspension.**

~~Absent extenuating circumstances, an Investigation Team will be formed within five (5) working days of receipt of an allegation of sexual harassment. The Investigation Team will include at least one but not to exceed two (2) representative(s) from the Local Union which may include members of the local Civil Rights Committee and an equal number of management representatives. Recognizing the desirability of an investigative team made up an equal number of males and females, wherever possible, each facility will attempt to structure the team accordingly. Local facilities are encouraged to confer with People Matters and the Equal Employment Planning Office for any guidance that may be required. People Matters and the Equal Employment Planning Office may elect to name a representative to serve as an additional member of the Investigative Team. In conjunction with People Matters and the Equal Employment Planning Office presence, the National Ford Department may elect to also name an additional representative to the Team. Also, where People Matters and the Equal Employment Planning Office is not part of the investigation, the local Human Resources Manager will, upon completion of such investigation, forward to that activity a confidential copy of the file. Investigations of sexual harassment are to be conducted in as expeditious a manner as possible.~~

- During interviews**,** **if** ~~conducted in conjunction with a sexual harassment complaint, only members of the Investigative Team and the interviewee will be present. If~~ the interviewed employee is a bargaining unit employee, ~~he or she~~ **they** can have a Union Representative present during the interview. **Every effort will be made by both parties to administer investigatory interviews in an efficient and confidential manner at the interviewee's work location. In the event interviews are not able to be conducted at the interviewee's work location, advanced notification will be provided to the local Union Representative.**
- **Disciplinary actions for substantiated complaints will be handled as follows:**
  - **Disciplinary actions involving a penalty of one (1) month or more will be reviewed by the Human Resource**

Labor Relations Operations (HRLO) representative and the Employee Relations for Manufacturing Investigator (or designee). Once the appropriate penalty has been determined, the HRLO representative will notify the Human Resource Manager for disposition. The HR Manager (or designee) or the Employee Relations for Manufacturing Investigator (or designee) will administer the discipline.

- Disciplinary actions involving a penalty of two-weeks or less will be reviewed by the Human Resource Manager (or designee) and the local Employee Relations for Manufacturing Investigator (or designee). Once the appropriate penalty has been determined, the HR Manager (or designee) or the local Employee Relations for Manufacturing Investigator (or designee) will administer the discipline.

- The local Union Chairperson (or designee) will be notified of disciplinary action from the Human Resources Manager (or designee) prior to the disciplinary hearing.
- In all cases, the complainant, and the accused employee, including their respective Union Representative if the employee requested union representation, are to be advised when the case is "closed". Such actions shall be monitored to ensure closure to all allegations is accomplished and corporate-wide consistency relative to actions taken is maintained. Any discipline assessed shall be handled in accordance with established principles of employee discipline. Appropriate discipline, up to and including discharge, may be imposed. The UAW will have no role in this determination and will make no recommendations regarding disciplinary action.

~~As part of the investigation, attempts will be made to obtain signed statements from all parties, including the complainant, accused, and witnesses where applicable.~~ In cases where disciplinary action results, copies of all documentation ~~and notes relied on as the basis for such action~~ upon which a disciplinary action was based will be provided to the Union upon request in accordance with Volume I, Article VII, Section 4(b). ~~will be provided to the Union and Management Investigators~~ All individuals involved in the handling of ~~sexual harassment~~ these complaints, from the original receipt of such complaint through the entire investigative process are required, to the extent possible, to maintain confidentiality of any information obtained or prepared during the process. No copies of information obtained or prepared by the Employee Relations for Manufacturing Investigator (or designee) ~~Investigative Team~~ will be provided to any employee unless required by law to do so.

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~~Once the investigation has been concluded, the local Management, i.e., Human Resources Manager and facility operating head, shall review the facts with management team members and determine the appropriate action to be taken. The Union team member will have no role in this determination and will make no recommendations regarding disciplinary action. In cases, however, where People Matters and the Equal Employment Planning Office participated on the Investigative Team, the investigation results will be reviewed for final disposition by designees from:~~

- ~~People Matters and the Equal Employment Planning Office~~
- ~~Operations Labor Relations Office~~
- ~~Union Affairs Office~~

Note: The Office of the General Counsel will upon request provide advice and counsel **and may engage outside counsel to assist with conducting and/or advising upon investigations**.

~~Actions taken in sexual harassment cases will be reported by the local Human Resources Manager to his or her respective Operations Labor Relations Office, as well as People Matters and the Equal Employment Planning Office. Or in the case where People Matters and the Equal Employment Planning Office participated, final disposition shall be reported to the local Human Resources manager by his or her Operations Labor Relations Office. In all cases, the complainant is to be advised when the case is "closed". Such actions shall be monitored to ensure closure to all allegations is accomplished and corporate wide consistency relative to actions taken is maintained. Any discipline assessed shall be handled in accordance with established principles of employee discipline. Appropriate discipline, up to and including discharge, may be imposed.~~

Grievances resulting from Harassment, Discrimination, and Retaliation disciplinary actions will be administered as follows:

- **Grievances for disciplinary actions of two-weeks or less, the local Human Resources Manager (or designee) and the local Employee Relations for Manufacturing Investigator (or designee) have the authority to disposition grievances**
- **Grievances for disciplinary actions of 1 Month or more will be escalated by the local Human Resources Manager and local Employee Relations for Manufacturing Investigator for review and/or disposition to the Human Resources Labor Operations (HRLO) department. Additionally, discussions and alignment will take place with the Employee Relations for Manufacturing leadership. If all parties agree, the Human**

~~SEXUAL~~ HARASSMENT, **DISCRIMINATION, AND RETALIATION**

Resources Manager will be advised they may resolve the grievance.

A monthly meeting to discuss overall case volume, length of time investigations are open and any other related topics will take place between the local Chairperson, Human Resources Manager and the local Employee Relations for Manufacturing Investigator (or designees).

The status of investigations and grievances specific to harassment, discrimination and retaliation and any other related topics associated with the aforementioned process may be discussed in the regular quarterly meeting between the Executive Director, U.S. Labor Affairs, Senior Director, U.S. Union Affairs and the National Ford Department.

While the foregoing is an attempt to put in place guidelines which will allow the ~~local facilities~~ **Company** to investigate and ~~dispose of~~ **resolve** the majority of ~~sexual harassment~~ complaints, it is recognized there may be circumstances that require investigations to be handled in an alternate manner. Regardless of the investigative process that is followed, the parties commit to ensure all complaints are taken seriously, that an objective and thorough investigation consistent with Company policies and applicable Collective Bargaining Agreements is conducted, and that fair and equitable action results.

The Company bears the ultimate responsibility for the enforcement of laws and corporate policy which prohibits ~~sexual~~ harassment**, discrimination, and retaliation**. ~~Sexual harassment is something that cannot be tolerated by management or the Union.~~ Accordingly, the Company and National Ford Department of the International Union, UAW are committed to ensuring investigations ~~of sexual harassment~~ are to be conducted **efficiently and** in the spirit of determining the truth and subsequent sharing of all available pertinent information between the parties. The Union~~'s involvement~~ **is** in no way precluded~~s it~~ from grieving any resultant disciplinary action, since the assessment of such discipline would remain the sole discretion of Management.

HEALTH AND SAFETY CONTINUOUS IMPROVEMENT

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Health and Safety Continuous Improvement

During these negotiations, the parties discussed opportunities to support joint efforts for continuous improvement in Health and Safety. Areas to mutually explore, through the National Joint Committee on Health and Safety include, but are not limited to:

- ~~PS&L will implement the current electronic issues tracking system (such as GPA).~~

- As part of the annual PS&L ergonomic action planning, both engineering controls and process improvement opportunities will be evaluated to address ergonomic concerns.

- ~~As part of the annual PS&L emergency response plan review, an emergency communication strategy will be determined with the assistance of subject matter experts.~~

- Maintaining and further developing a healthy work environment in assembly paint operations. Investigate options to reduce heat stress with a focus on hot spots.

- The NJCHS will conduct a fluid replacement distribution study to determine the most effective and efficient process that facilitates faster fluid distribution without redirecting valuable safety resources.

9/25/2023

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HEALTH AND SAFETY CONTINUOUS IMPROVEMENT

- The Company will continue to develop and implement a formaldehyde exposure control strategy for paint booth operations that protects the workforce from overexposure. As part of the IH toolkit that will be provided to facilities, the assembly operations will also receive a portable formaldehyde monitor. The Joint parties will explore the feasibility of a fixed formaldehyde monitoring system and pilot viable technology.

- The NJCHS will determine the need for a focused summit as part of the annual budget and work plan development based on identified system needs (i.e. leadership, skilled trade, ESAP, etc.).

- Where unique measures are required and hazards cannot be engineered out regarding foot injuries, the plant will: evaluate data, risk and exposure; explore PPE options engaging plant SME's, affected workers and external SME's as needed. Unresolved issues will be forwarded to the NJCHS.

- ~~Develop strategies to assist facilities with the ongoing use of positive reinforcement and recognition. This will include a plant toolkit, leadership coaching and best practice replication.~~

- Improving the quality of incident investigations so that circumstances ~~surrounding root causes~~ can be understood and acted upon in a manner which prevents future incidents from recurring.

- Conducting periodic reviews of projects relating to parking lots, roofs and building janitorial services for the purpose of prioritizing concerns and ensuring resources are identified and implemented to correct them; facilities not receiving major investment upgrades to roofs and parking lots must do a regular facility review and promptly complete interim corrective actions.

- Ensuring adequate plans for ice and snow removal; snow and ice conference calls will continue to be a part of seasonal weather preparedness during the winter months. Topics appropriate for this forum include: leadership/workforce communication, resources/logistics, contingency plans and best practice sharing. In addition, facilities will develop response plans for severe winter weather warnings and review them at the local SPRB.

- Continue piloting powered material handling vehicle (PMHV) ergonomic improvements.

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HEALTH AND SAFETY CONTINUOUS IMPROVEMENT

- The NJCHS will explore advanced technologies (i.e. virtual simulation) as a means to supplement current training techniques.
- The NJCHS has scoped and funded a research project relative to the use of ergonomic risk assessment tools, including Ergonomic Surveillance Tool (EST), during various operating patterns.
- Overhead equipment PM status will be reviewed in May and October in the Manufacturing Safety Council (MSC). The inputs developed by the Overhead Equipment Team will be used to allow the MSC to determine corrective measures when needed.
- The NJCHS will determine system improvement topics that will best be handled through a 90 day challenge format and reviewed at the Manufacturing and Non-Manufacturing Safety Councils.
- NJCHS will explore ECPL lock and placarding best practices and technology to enhance our current ECPL lock and placarding programs.
- The NJCHS will explore internal and external communications expertise to look for opportunities to improve the delivery of safety communications to the workforce.
- Parties agree to research opportunities to offer Friends and Family CPR to the workforce.
- Company to develop and implement a safety PM, to establish inspections for exterior dock lighting.
- The parties agree to research truck trailer inspection opportunities to improve our current process. Recommendations will be shared in the Manufacturing and Non-Manufacturing Safety Councils for alignment.
- The NJCHS will research AI technology for worker safety and how it applies to facility operations.
- PS&L is committed to purchasing new PMHV equipment to improve the employee experience by retiring aging equipment. PS&L is committing to invest a minimum of $2.0M each year over the course of the 2023 UAW-Ford national agreement to purchase new PMHV equipment.

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HEALTH AND SAFETY CONTINUOUS IMPROVEMENT

* The Company and Union are jointly committed to Battery Electric Vehicle (BEV) manufacturing safety for our workforce. To further support this, the parties have agreed to include a UAW member(s) from the NJCHS on the BEV Core Safety Team. The BEV Core Safety Team currently consists of subject matter experts from cross-functional organizations within the Company. The team is tasked with reviewing topics related to occupational health and safety for battery electric vehicles, including but not limited to, oversight of employee training (production & skilled trade), Ford Vehicle Electrification Safety Standards and BEV investigations and corrective actions. This alignment will ensure we are jointly aligned in our efforts to ensure worker safety with BEV manufacturing.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

9/25/2023

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HEALTH AND SAFETY – OUTSIDE CONTRACTORS

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject:

Subject: Health and Safety – Outside Contractors

During the current negotiations, the parties discussed the issue of outside contractors in Company facilities as it relates to Ford employee health and safety and the means to ensure that outside contractors comply with health and safety requirements as specified by Ford Motor Company, Global Construction Specification 01100 and Global Service Contractor Safety Specification 01101 and local procedures.

With regard to this issue, ~~within thirty (30) days of ratification of this Agreement, Operations Vice Presidents will distribute a letter to respective facilities regarding these requirements,~~ **annually at the Construction Safety Summit, these requirements will be highlighted** which apply to outside contractor employees that perform work in Company facilities. If specific employees of a contractor continue to violate health and safety requirements, the matter should be referred to local management for immediate resolution.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~

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HEALTH AND SAFETY – OUTSIDE CONTRACTORS

~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: Chuck Browning

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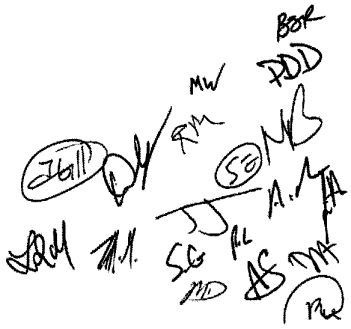

HEALTH AND SAFETY TRAINING IMPROVEMENTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Health and Safety Training Improvements

During the course of these negotiations, the parties discussed several areas where additional training would be appropriate to support joint efforts towards improving workplace health and safety. **The NJCHS and Learning and Development (L&D) agree to conduct periodic meetings as needed or upon request to provide an effective forum for the strategic reviews and alignment of safety training.** The parties re-affirm that providing quality health and safety training in a cost effective and efficient manner continues to be a key principle in the development and delivery of NJCHS initiatives. In this regard, the parties have evaluated the current health and safety training programs for opportunities to enhance the content, delivery, and retention of key learning points and will continue to do so on an ongoing basis. Training methods to be considered will include, but are not limited to, web-based technology, hands-on and practical exercises. It is recognized that situations may exist in locations where the number of employees or other factors affect the availability of joint trainers. It is reaffirmed that safety courses are best delivered in a quiet classroom/conference room setting (30 person maximum) using certified trainers. When an active certified trainer is unavailable, the NJCHS will review these instances on a case-by-case basis to determine alternative methods to properly train employees at affected locations.

In an effort to increase the competency of Health and Safety trainers the NJCHS Elements of Effective Training is required for new trainers. Trainers who successfully complete this course will

receive additional instructor led, web based or satellite Train the Trainer program. Each additional Train the Trainer request must follow the current trainer selection process. To support this process and ensure success, the trainers will continue to be mentored by the UAW Health and Safety Representatives and Plant Safety Engineers.

During safety orientation training, plant leadership will emphasize to new Company employees the joint commitment to the health and safety process.

The following list identifies key training initiatives the parties will develop, deliver, and support as mutually agreed.

- Redesign, update and launch the Guidelines, Responsibilities, and Safe Practices (GRASP) training program. A distinct module on Non-Standard Production Work (NSPW) will be added to GRASP.

- The NJCHS will evaluate the current workstation readiness safety and ergonomic training. Where gaps are identified additional training will be developed.

- The NJCHS and Corporate Safety will collaborate to update the OIS-JSA process, by exploring the use of technology and improved delivery components.

- Launched the Powered Material Handling Vehicle (PMHV) training program.

- Continue to study and implement the most effective methods to evaluate and maintain employee competency in health and safety.

- Develop ECPL troubleshooting web-based training module.

- Development of web-based training for bonding and grounding in the manufacturing environment.

- The NJCHS ergonomics program will be updated by the NJCHS. This program will include cutting edge technology and processes designed to minimize ergonomic injury on the job.

- Established web-based delivery of training on cross connection control.

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HEALTH AND SAFETY TRAINING IMPROVEMENTS

- Designed and rolled-out a Lifting and Rigging training program to include the following modules:
  - Basic Lifting and Rigging
  - Complex Lifting and Rigging
  - Special Die Handling
- Development of a strategy for the effective delivery of safety talks.
- The parties will look for opportunities to develop reinforcement strategies and training around high risk tasks that build on the current START Card and PTA processes that are successful.
- The NJCHS will explore opportunities to create core training and awareness around Prevention Through Design (PTD).
- The NJCHS and Corporate Safety will evaluate and scope Safety Operating System (SOS) training.
- **The NJCHS will explore opportunities to create core competency training around soft skills improvement and sense making awareness.**
- **NJCHS will coordinate the development of a customized MODAPTS training module, that will be delivered to the LEC's.**
- **NJCHS will update the chemical supplemental sheets and distribute to the workforce for reference on the job and use for chemical safety refresher training.**

The National Joint Committee on Health and Safety will begin meeting within 90 days of the effective date of this agreement to jointly determine the scope, design, delivery model and timing for development and completion of the above initiatives.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

9/1/2023

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08/23/23

HEALTH AND SAFETY TRAINING IMPROVEMENTS

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

9/1/2023

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08/23/23

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Health Promotion Programs

In 2019, the parties agreed to rename the wellness program to wellbeing in order to capitalize on supporting the whole employee. A committee comprised of representatives from the National ESSP Committee ~~will~~ explored and identified~~y~~ wellbeing programs available through present medical plans. Employees seeking to utilize such programs ~~shall~~ would do so through their present medical plan.

Prior to and during the 2007 negotiations, both the UAW and the Company had many difficult conversations regarding the suspension of certain Joint Programs. Recognizing the present business state, the Company understands the importance of wellbeing programming. In this regard, the ~~Company~~ Employee Support Services Program (ESSP) agrees to offer specific programs to deal with the issues of weight management, stress management and smoking cessation.

During the ~~2015~~ 2023 negotiations the parties further agreed to offer programs dealing with mental health and substance use, violence prevention, and physical health. Many health care providers offer such programs for their members as part of their medical plan. In the interest of encouraging more healthful personal ~~life-styles~~ lifestyles among employees, the ~~Company~~ ESSP will provide a health promotion component when these programs are not available through the employees' existing healthcare plans. The Company and the UAW will mutually agree to the process used to select any additional vendors/programs.

9-8-23

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HEALTH PROMOTION PROGRAMS

This initiative provides active employees with the opportunity to access health awareness information and health promotion services.

Employees will pay no more than 20% of the approved program costs, regardless of their healthcare plan up to a maximum of $40. The remainder of the fees will be paid with Personal Development Assistance (PDA) ~~by National Programs Center~~ or by UAW-Ford Labor Management Committee(LMC) Joint Trust or the Voluntary Employees' Beneficiary Association (VEBA) Joint Trust, as appropriate, ~~by Personal Development Assistance (PDA)~~ by mutual agreement.

In addition, it is the parties' intent that any programs, approaches or related services provided under the wellbeing programs are not to be construed as benefits or insurance programs.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

9-8-23

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09/07/23

HOURLY MEDICAL PLAN VALUE TO MEMBERS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Hourly Medical Plan Value to Members

During these negotiations, the parties discussed the value of the National PPO Plan as compared to the regional alternative medical plan options (alternative plans). Since 2011, many of the alternative plans have become more expensive for members compared to the National PPO Plan.

Within 90 days of the agreement, the parties agree to investigate reasons why UAW members are choosing to remain in these alternative plans rather than transferring to the National PPO Plan. The parties want to understand if such reasons are due to unique circumstances (e.g., only certain treatments or medications are provided/covered, certain medical professionals/offices are covered etc.) or members are not fully aware of the distinctive benefits of the National PPO Plan.

If the parties mutually agree that an alternative plan is no longer sufficiently beneficial, the parties will discuss options and, if appropriate, develop a plan to transition affected members to the National PPO Plan or another medical plan available in their geographic area. The parties will collaborate, along with the carrier(s), to develop detailed communication materials (including possible onsite support) to assist members with any resulting transition.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

9/18/2023

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09/14/23

ICE to EV Transition: Job Security

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: ICE to EV Transition: Job Security

During the 2023 bargaining, the Union expressed concern about the job security of existing UAW-Ford employees as the industry transitions to a greater mix of electric vehicles.

As a result of these discussions, the Parties, acknowledge that incremental protection shall be available for existing UAW-Ford employees in the event the only remaining job or income protection available for surplus employees would be to transfer to a U.S. Ford owned and operated MSC/sub assembly manufacturing facility at which the UAW is lawfully recognized.

Accordingly, in the event that any UAW-Ford facility as of the effective date of the 2023 Agreement has surplus employees after performing the following actions in accordance with Appendix M and associated Letters of Understanding including:

- In-zone Placement
- Temporary Layoffs
- Income Security protections
- Separation Packages
- Out-of-zone Placement

Ford will afford on a voluntary basis any such employee(s) to be placed in open and available positions at an operational Ford owned U.S. MSC/sub assembly facility with no financial loss of pay or benefits in accordance with the UAW-Ford Master Agreement, provided employees maintain all eligibility requirements provided for in the Agreement.

The parties discussed the potential complexities of administering transfer opportunities in accordance with this letter and the UAW-Ford Collective Bargaining agreement. In the event unforeseen issues arise during the implementation of this letter, they shall be discussed and resolved by the National parties.

If and when any employees are placed pursuant to this letter, the parties will establish rules and procedures for placement of such

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ICE to EV Transition: Job Security

employees in the event they become surplus at their new location. It is also agreed that any new facilities established by the Company to comply with this letter will not be subject to any footprint restrictions or obligations.

These protections will be available for the term of the 2023 Agreement.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

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10/25/23

JT 10/26/23

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject:

Dear Mr. Browning:

Subject: Importance of Team Leader Training

During these negotiations, the parties discussed at length the importance of training and development initiatives for our new and existing hourly team leaders. The parties acknowledge that improvements need to be made to the existing training offerings, as well as the development of refresher offerings for existing team leaders in order to ensure they are able to perform the standard roles and responsibilities contained within the UAW-Ford Collective Bargaining Agreement, Vol. I, Appendix J.

As a result of these discussions, the parties agreed to the following:

- A review and modification of existing team leader training, as necessary will occur within one year of the ratification of the 2023 CBA.
- A commitment to focus on ensuring new team leaders are trained in a timely manner upon job placement. Team leaders will be trained as expeditiously as possible once the training modifications occur after ratification.
- Delivery of such modified training may be:
  - On the Job
  - Classroom
  - Online
  - And other traditional methods, as appropriate.
- The parties recognize that, the content of team leader training may adapt, and change based on business needs and identification of systemic and process related improvement opportunities.

The National Continuous Improvement Forum (NCIF) will continue to provide input and further reinforce their commitment to encouraging and supporting the concept of teamwork as a fundamental principle of doing business.

AM 08/11/23

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MW 08/10/23

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

AM 08/11/23

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08/10/23

INFORMATION SHARING

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Information Sharing

To enhance communications, the Company will appoint a Purchasing Liaison as a single point of contact for Labor Affairs and the UAW National Ford Department to support Joint Insourcing meetings and periodic Purchasing related inquiries. **The Company will provide updated contact information of the Purchasing Liaison within 30 days of ratification. If there is any change in the Purchasing Liaison, the Company will provide updated contact information for that person to the Union within 30 days of the change.**

In addition, the Company has agreed to provide the International Union a master file of commodities and associated information. The master file of commodities will include:

- Parent Supplier Name
- Manufacturing Supplier Name
- Supplier Location
- Commodity
- Ford Receiving Plant
- Volume

Specific cancellation costs and supplier expiration dates will be provided as soon as practicable, no later than 30 days from the request. Upon mutual agreement, studies and associated business cases will be provided in the Joint Insourcing meetings.

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Modifications to the data provided may be made by mutual agreement during the term of the Agreement.

The parties have also agreed should any issues arise regarding this letter of understanding, those issues will be discussed and resolved by the Company and the UAW, National Ford Department.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: Chuck Browning

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: IRC 436

The parties have discussed Internal Revenue Code Section 436 as it relates to the Ford UAW Retirement Plan (the "Plan"). To the extent permitted by Code Section 436 and the Treasury Regulations promulgated thereunder, the parties agree to amend Article V, Section 25 of the Plan to provide the following upon cessation of applicable Code Section 436 limitations based on the similar terms of the UAW Sponsored Pension Plans Code Section 436 amendments adopted on November 7, 2013.

1. A provision allowing for the resumption of prohibited payments
2. Restoration of benefits and accruals that were not permitted to accrue
3. Retroactive payment of any shutdown or UCBP benefits that are prohibited
4. A provision allowing such Plan amendments to take effect retroactively

However, notwithstanding the foregoing, Ford Motor Company (the "Company") shall not in any event be required to make contributions to the Plan solely to avoid application of the funding based restrictions under Code Section 436 and Treasury Regulations promulgated thereunder, and the resumption of prohibited payments, restoration of benefit accruals, retroactive payments or retroactive Plan amendments shall only be effective if such resumption, restoration, retroactive payments or retroactive amendment does not cause the funding based restriction under Code Section 436 and the Treasury Regulations promulgated thereunder to apply.

The parties have agreed that the Company will draft an amendment to the Plan as soon as is reasonably possible to effectuate the foregoing.

SF
9-5-2023

Very truly yours,

Bernie Swartout,
Director

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IRC 436

~~Compensation & Benefits~~

~~Concur: Jimmy Settles~~

SPZ
9-5-2023
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JOB SECURITY PROGRAM(S) – APPEALS
TO THE NATIONAL COMMITTEE

~~November 5, 2015~~ XX/XX/XXXX

Mr. ~~Jimmy Settles~~ Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Settles~~ Browning:

Subject: Job Security Program(s) – Appeals to the National Committee

During these negotiations, the parties discussed procedural requirements for submission of unresolved local issues (Appendices M, N, O) to the National Committee. Open communication and information sharing are critical elements contributing to the success of the Local Job Security, Operational Effectiveness and Sourcing Committee, or the LJSOESC. Information or documentation used by either party to support or demonstrate their respective positions on the disputed issue(s) shall be made available, in a timely manner, to the other party prior to the matter being appealed to the National Committee. **Appeals to the National Committee must be submitted for review within six (6) months of the event being appealed. The National Committee may consider appeals outside of the time limits, if the local parties can provide rationale and justification as to why the timing could not be met.**

To assist in providing timely resolution of issues and responses to appeals, it is agreed that the local parties are required to follow these established procedures:

- The Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC) is obligated to review all complaints regarding the administration of the program.
- The Agreement provides that the national parties will limit their review of complaints to those raised, in writing, within 60 days of the subsequent monthly LJSOESC meeting date.
- Local management will provide its written position within ten (10) working days of receipt of a written appeal from the local union.
- The local union shall, within ten (10) working days of receipt of the Company position, give written notice that the matter will be appealed to the National Committee.
- Appeals should be jointly submitted and clearly state the position of both of the parties. The appeal must be signed by both chairpersons of the LJSOESC as an acknowledgement that the issue was discussed locally.

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JOB SECURITY PROGRAM(S) – APPEALS
TO THE NATIONAL COMMITTEE

- Complaints received from only one side – Company or Union – are not considered joint appeals. These unilateral complaints may be returned to the sending party by their respective national staff for consideration by the other local party.

- Copies of completed appeals should be forwarded simultaneously to both the National Ford Department and Employment Security Programs, Labor Affairs Office.

- Appeals shall be promptly reviewed by the national parties. The local parties will be advised, in writing, within thirty (30) working days following disposition of the matter by the NJSOESC. The NJSOESC will also advise the parties if the national parties are unable to reach consensus.

Notwithstanding the above, disputes arising from indefinite layoff may be submitted within thirty (30) days of the monthly Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC) meeting to the National Committee for review by the Vice President and Director of the UAW-Ford Department and Executive Director, Labor Affairs, Ford Motor Company. If unresolved, the dispute must be appealed to the umpire in accordance with Article VII, Section 9 of the Agreement within thirty (30) days of receipt of the appeal. The umpire's decision shall be final and binding on the parties and the umpire shall have the authority to enforce such decision.

Very truly yours,

Scott Britton
Executive Director
~~**Stacey Allerton,**~~
~~**Director**~~
U.S. Labor Affairs

Concur: **Chuck Browning** ~~**Jimmy Settles**~~

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08/21/23

JOB SECURITY PROGRAM - COMMITMENT TO TRAINING

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

~~XX/XX/XXXX~~

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Job Security Program - Commitment to Training

During these negotiations, the parties discussed the potential training needs for UAW Job Security~~/Sourcing~~ Representatives and Labor Supervisors regarding new Job Security related provisions of the 2019 Agreement. The parties agreed to jointly develop and provide such training as may be warranted, utilizing appropriate technology-based delivery mechanisms to do so in a cost-effective and expeditious manner. This training would be developed and provided during the course of the 2023~~19~~ Agreement as deemed necessary and/or beneficial by the National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC).

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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09/01/23

JOB SECURITY PROGRAM - MECHANIZED
DATA SYSTEM ENHANCEMENTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Job Security Program - Mechanized Data System Enhancements

During these negotiations, the Company and the Union discussed hourly employee status data necessary to support the administration of a successful Job Security Program. In particular, the parties noted that while accomplished and ongoing enhancements to the Program's mechanized data system have been beneficial, additional enhancements to address needs arising from **2023** ~~2019~~ Collective Bargaining Agreement provisions also may be warranted. Accordingly, the National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC) may, by mutual agreement of that Committee's Company and Union representatives, explore the feasibility of undertaking further beneficial enhancements to the mechanized data system, as necessary, during the term of the **2023** ~~2019~~ Agreement. The parties recognize that issues such as cost, available technical resources, impact on current systems, involvement of local personnel, and confidentiality may affect the feasibility of implementing such enhancements.

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Scott Britton,

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09/01/23

JOB SECURITY PROGRAM - MECHANIZED
DATA SYSTEM ENHANCEMENTS

Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

9/5/23

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09/01/23

JOB SECURITY PROGRAM - NJSOESC
MONTHLY REVIEW MEETING

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble~~:

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Job Security Program – NJSOESC Monthly Review Meeting

During these negotiations the parties reaffirmed that job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement, and competitiveness.

The National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC) will meet monthly to review the Job Security Program. The monthly meeting will include, but not limited to, a review of the following topics: locations with employees on Indefinite Layoff and Temporary Layoff, operational requirements at Ford locations (including prior review of in-zone and out-of-zone opportunity postings), Return To Basic Unit, Article VIII~~.~~ Section 1(b) and Closed Plant Return to Area tracking.

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

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09/01/23

JOB SECURITY PROGRAM - TECHNOLOGY ENHANCEMENTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Job Security Program - Technology Enhancements

During these negotiations, the Company and the Union discussed ways in which technology could enhance and support the administration of a successful and efficient Job Security Program. The use of technology ~~would~~ **can** improve numerous administrative functions, including online JSP postings, RTBU tracking, Article VIII 1(b) tracking, closed plant return to area, ~~and~~ moving allowance administration**, and other JSP activities.** Both parties agree this letter is not meant to be all-inclusive, therefore, the National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC) will continue to explore ~~additional~~ opportunities to better utilize technology to improve the **administration of the** Job Security Program. The parties recognize ~~issues~~ **concerns** such as cost, available resources, ~~impact on~~ current systems**' capabilities**, involvement of personnel, and confidentiality may influence the feasibility of implementing ~~these~~ **technology** enhancements. The identified opportunities listed above will **continue to be developed and enhanced throughout the 2023 Agreement** ~~explored immediately~~ **and will be implemented by all locations** following ~~the~~ ratification of the ~~2019~~ **2023 Agreement.** ~~CBA and developed during the course of the 2019 Agreement.~~

~~Very truly yours,~~

~~Kevin Legel~~
~~Director~~

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~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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08/04/23

JOB SECURITY PROGRAM - UAW-FORD JOB SECURITY WEBSITE

~~October 30, 2019~~ ~~xx/xx/xxxx~~

Mr. ~~Rory L. Gamble~~ Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning ~~Gamble~~:
Subject: Job Security Program - UAW-Ford Job Security Website

During these negotiations, the parties discussed the need to update the UAW-Ford Job Security Web Site. The purpose of the web site is to enhance communication between the National Committee and Local Job Security, Operational Effectiveness and Sourcing Committees, provide updates to the locations quickly, and provide assistance with the Job Security Program. To this end, the parties agreed to the following:

- The contents of the web site are jointly managed, assessed, implemented and administered.
- Updating of the web site will be undertaken following ratification of the ~~2019~~ 2023 Agreement and completed as soon as practicable.
- Expenses associated with development and implementation of the web site will be paid ~~from~~ by the ~~Education, Development and Training Program~~ UAW-Ford Labor Management Committee Joint Trust ~~funds~~.

Very truly yours,

~~Kevin Legel~~ Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning ~~Rory L. Gamble~~

CPG 8/18/23

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08/14/23

JOINT DIVERSITY, EQUITY, AND INCLUSION EVENTS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Joint Diversity, Equity, and Inclusion Events

During the 2023 Negotiations, the parties discussed several conferences and programs (e.g., Women's Conference, Men's Diversity and Inclusion/Health Conference, Rosie the Riveter program, etc.) the UAW-Ford National Joint Diversity, Equity, and Inclusion Committee (NJDEIC) wished to organize during the term of the agreement. Conference themes and target audience may vary each year, upon mutual agreement by the NJDEIC Executive Program Directors.

The parties recognize that these events provide valuable education about diversity and inclusion to members. The parties also agree that celebrating our diversity may foster a greater sense of belonging. The Company affirmed that the NJDEIC may use the current budgeting process to request funding for these events from the UAW-Ford Labor Management Committee Joint Trust. All funding requests are subject to approval by the Joint Governing Body.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

8-31-23

8-31-23

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08/31/23

JOINT EDUCATION INITIATIVE

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Joint Education Initiative

During the ~~2015~~ 2023 negotiations the parties discussed various ideas to provide training and educational opportunities to active employees.

As a result of those discussions, the parties committed to develop and implement a mutually agreed upon curriculum that will be made available to regular active hourly employees. The parties agreed to commit up to eight (8) hours of training to each eligible hourly employee during the life of the ~~2015~~2023 National Agreement, to deliver the agreed upon curriculum.

The training is intended to provide an understanding of the history of organized labor and the competitive challenges faced by the Company, the Union and the country as a whole, with topics that may include:

- Labor history of the UAW and Ford
- Competitive challenges facing the UAW and Ford
- New and innovative approaches to achieving workplace competitiveness
- Current state and trend in the auto industry
- Government and its impact on the auto industry
- Rising costs of healthcare
- Unionism in today's global environment
- Opportunities for labor and management to effectively interact
- UAW and Ford community action initiatives
- UAW and Ford "at a glance" including facts, structure and UAW made products
- Ford Product awareness

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JOINT EDUCATION INITIATIVE

- Ford's Manufacturing Process
- Understanding TEPSHE, pension, and saving for the future

In accordance with the Joint Review Process Letter of Understanding, recommended proposals addressing the development, implementation and logistics of this curriculum will be submitted to the Joint Governing Body for review and approval.

~~Very truly yours,~~

~~Jack Halverson,~~
~~Manager~~
~~Union Relations~~
Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Jimmy Settles~~
Concur: Chuck Browning

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TRAINING SCHEDULES

~~September 15, 2003~~

~~Mr. Gerald D. Bantom~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~
~~Dear Mr. Bantom~~:

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Joint Programs Training Schedules

The parties agree that education and training of the UAW-represented work force is an essential element in achieving continuous improvement and is critical to the Company's competitiveness. The Union expressed concern during these negotiations that on occasion, at some locations, scheduled education and training activities were postponed, suspended or canceled. Rationale for schedule revisions included insufficient numbers of replacement personnel, lack of or reassignment of funding for training and for other business-related reasons.

During ~~2003~~2023 negotiations, the parties reaffirmed the understanding that when education and training activities associated with the UAW-Ford Joint Programs are postponed, suspended or canceled repeatedly, the local parties may jointly refer this matter to the ~~Operations/Division Human Resources Business Operations Manager and the National Ford Department~~ Program Directors at the UAW-Ford Joint Trust for consideration. These matters should only be escalated after being referred to the Plant Human Resources Director and Plant Manager. It is understood, however, that on occasion it may be necessary to postpone, suspend or cancel scheduled training based on operating schedules.

8-10-23

8/9/23

Very truly yours,

Jenny Torony,
Executive Director

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07/31/23

TRAINING SCHEDULES

U.S. Labor Strategy

~~HARVEY T. PROCTER, JR.,~~
~~Director~~
~~Joint Education, Development~~
~~& Training and~~
~~National Programs Center~~
~~Labor Affairs Staff~~

~~Concur: Gerald D. Bantom~~

Concur: Chuck Browning

ML 8-10-23

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07/31/23

JOINT PUBLIC HEALTH COMMITTEE

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Joint Public Health Committee

During The 2023 negotiations, the joint parties agreed that the safety and health of its employees is their number one priority and recognized public health crises are possible in the future.

During the COVID-19 pandemic, the Company was identified by state and federal governments as part of the critical national infrastructure. As a result, the Company continued operations even when there were various orders directing other business to cease operations. Company employees, including bargaining unit employees, were designated as essential workers to support its critical national infrastructure work.

The Company and the Union recognize future public health crises could have a significant impact on the Company, bargaining unit employees and their families, and responding to a public health crisis requires emergent management decision making for continued operations and safety. The Company and the Union agree that discussions between the parties in the event of a public health crisis can help alleviate potential hardships created for bargaining unit employees and their families.

The Company and Union agree to the following:

- To establish a joint Public Health Emergency Committee (Committee), consisting of 3 International Union Representatives, (one (1) of whom will be from the International Union, UAW Health and Safety Department and two (2) will be appointed by the Vice President and Director, UAW National Ford Department, and 3 employees appointed by Ford Motor Company (one of whom will be a representative from Human Resource.

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- The Committee will meet at least annually or more frequently if agreed to by the Committee members. Committee meetings will focus on Company preparedness for pandemic events and other public health crises that could have a substantial impact on the Company and bargaining unit employees and their families.

- Given the subject matter, it may be necessary to invite additional representatives, such as the International UAW Health and Safety Department, Corporate Director for Health Services and Global Safety Director or other subject matter experts to allow for thorough discussion on the issue. Prior to such a meeting taking place, the Parties will agree on the inclusion of any additional representatives or subject matter experts.

- Upon the declaration of a public health crisis by the Governor of a State in which the UAW represents employees of the Company or by the President of the United States that has a substantial impact on the Company, bargaining unit employees and their families, the Committee will meet as soon as practical to discuss items of mutual concern. Subsequent meetings will be scheduled as agreed to by Committee members. When possible, the parties agree to exchange agenda topics they wish to discuss at least forty-eight (48) hours prior to any such meetings.

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

9/6/2023

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09/02/23

Joint Training Replacement of Nationally Appointed Representatives

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Joint Training Replacement of Nationally Appointed Representatives

During 2023 negotiations, the parties discussed concerns for situations when nationally Appointed representatives attend joint training or conferences. The Company confirms, when nationally Appointed representatives are absent from their location to attend joint training or conferences, the plant is responsible for replacement of the attending representative in accordance with Volume I, Article VI, and related Letters of Understanding.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8-16-23
8-16-23

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08/11/23

JSP – ~~POSTING FOR~~ DRIVER TRUCK-SEMITRAILER
~~OPPORTUNITIES UNDER THE PROVISIONS OF APPENDIX N~~

~~October 30, 2019~~
XX/XX/XXXX

~~Mr. Rory L. Gamble~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Browning** ~~Gamble~~:

Subject: JSP – ~~Posting for~~ Driver Truck-Semitrailer ~~opportunities under the provisions of Appendix N~~

During ~~the course of~~ the ~~2019~~ **2023** National ~~n~~Negotiations, the parties discussed the complexities associated with ~~job posting opportunities for~~ **the** Driver Truck-Semitrailer ~~open~~ positions. ~~at the Rawsonville, Research & Engineering and Rouge facilities.~~ Because of the unique qualifications required to perform duties of the classification, the parties agree the following process will be used when Job Security Program postings are required to fill open positions **which require a CDL Class A license and DOT Card.** ~~in the Driver Truck-Semitrailer classification at these facilities.~~

- When there is an opening in the Driver Truck-Semitrailer classification ~~at the locations listed above~~, Local Hourly Personnel Offices at the ~~other two~~ **surplus** location**(s)** (~~when~~ **or locations with employees** deemed surplus) will post a job opportunity notice once authorized by the Company's Labor Affairs Office.

- Eligible employees are those that hold a current CDL Class A license and DOT card. ~~at the above aforementioned locations.~~

- All active volunteer transfers will be limited to the number of qualified employees on Indefinite Layoff or defined as surplus at ~~that~~ **a** location.

- Employee~~'~~s will be selected in order of Ford Service Date (FSD), from highest to lowest. Where two or more employees have the same Ford Service Date, the last four digits of the employee's Social Security Number will be used as a tiebreaker, with the higher last four SSN digits deemed as indicative of greater seniority (e.g. 9999 shall have greater seniority than 0000.)

- Upon transferring to ~~the~~ **a** new location, seniority will be in accordance with the UAW-Ford Collective Bargaining Agreement, Article VIII, Section 1(c).

JSP – ~~POSTING FOR~~ DRIVER TRUCK-SEMITRAILER
~~OPPORTUNITIES UNDER THE PROVISIONS OF APPENDIX N~~

- If all opportunities have not been filled, the openings will be filled through mandatory transfer of the qualified employees on Indefinite Layoff, and/or those who will be affected by a reduction in the classification from ~~the other two~~ **any other** facilities ~~identified above~~. Mandatory placement of these employees will be from lowest-to-highest seniority order.

- If openings remain after exhausting the above process, the Company will consider ~~those~~ **t**Temporary employees who are qualified and performing the Driver Truck-Semitrailer classification at **the hiring location.** ~~the Rawsonville, Research & Engineering and Rouge facilities.~~

- Any new hire employee will be required to hold a current CDL Class A license and DOT card.

- **If there are other classifications which require a CDL Class A license and DOT card to perform the duties of that classification, the provisions of this Letter of Understanding will apply.**

This Letter of Understanding does not in any way replace the preferential placement arrangements contained in Appendix N of the Agreement. The parties recognize that this new understanding has complex administrative implications. Accordingly, claims of violation as it relates to the posting and transfer opportunities are not subject to the Grievance Procedure (Article VII of the Collective Bargaining Agreement) but instead may be resolved through the Appeal procedure to the National Job Security, Operational Effectiveness and Sourcing Committee **NJSOESC** as set forth within Appendix M of the 20~~19~~23 UAW-Ford **Collective Bargaining Agreement** ~~CBA~~. All other claimed violations will be subject to the regular grievance procedure.

Very truly yours,

~~Kevin Legel~~ **Scott Britton,**
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

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10/20/23

JURY DUTY PAY

October 7, 1990

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Jury Duty Pay

This will confirm understandings reached in previous negotiations concerning the eligibility requirements for jury duty pay:

1. An employee is eligible only if summoned or subpoenaed. However, in locations where a summons or subpoena system is not followed by the court authorities, the plant management and local union involved will be expected to develop a suitable alternative as proof that the employee was required to perform jury duty.

2. Where an employee is selected to serve on a jury and reports for service but is not required to serve, the employee is eligible for payment. If the employee performs jury duty for only part of a day (or loses part of a day in reporting for jury service even though not required to serve) and thus loses wages, the employee is eligible for jury duty payment.

3. It will not be necessary for an employee to complete jury duty service before applying for jury duty pay from the Company. Where necessary arrangements can be made with the appropriate jury commission, an eligible employee may request to be paid on a weekly basis, provided the employee submits weekly to the Company evidence from the respective court of the days served for which a specified daily jury duty fee will subsequently be received.[1]

Very truly yours,

W. JAMES FISH, Director
Forward Plans and Employment
Programs Office
Employee Relations Staff

Concur: Ernest Lofton

Note: This letter replaces the following letters:
* Jury Duty Pay Eligibility, September, 1958

[1] Moved to Volume I Article IX Section 18

JURY DUTY PAY

~~a Jury Duty Pay, December 1, 1964~~

~~October 30, 2019~~
XX/XX/XXXX

~~Mr. Rory L. Gamble~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Gamble:~~
Dear Mr. Browning:

Subject: Legal Services Plan Benefits

During the course of these negotiations, the parties discussed the existing UAW-FCA-Ford-General Motors Legal Services Plan ("LSP" or "Plan") and the continuation of that Plan during the term of the ~~2019~~2023 National Agreement. In order to provide for the continuation of the Plan while addressing concerns about Plan cost, existing Plan design and benefits provided, and the existing eligibility rules for the Plan, the parties agree as follows:

1. The Plan shall continue to provide a legal services benefit to eligible UAW-represented employees and retirees and be funded by a trust structured as a Voluntary Employees' Beneficiary Association ("VEBA") under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended ("Code"). The VEBA, and its underlying trust, shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act ("Taft-Hartley").

2. Individuals who meet the eligibility criteria under Exhibit B (attached) of the Plan document shall be eligible to participate in the Plan. The parties agree and intend that they retain the sole authority to modify the Plan's eligibility criteria, and that the Plan trustees do not have the authority to modify the Plan's eligibility criteria.

3. Consistent with the requirements of Taft-Hartley, the Plan shall be administered by a joint board of trustees comprised of an equal number of Company and UAW representatives with an impartial neutral, mutually agreed upon by both parties. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six Union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the Plan has

9/13/2023 DSM

respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company, and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.

4. Based upon present information, the Plan expects to have **a surplus** ~~reserves of approximately $25,000,000~~ when all contributions under the ~~2015~~2019 agreement have been made, and the Company shall **utilize its portion of the surplus towards its payment obligation as discussed below.** ~~have a one year payment hiatus (2020).~~ The Company will make contributions to the Plan in February ~~2021, 2022, and 2023~~ **of each year during which the 2023 agreement is in effect** according to the following formula: total number of Ford individuals eligible to participate in the Plan on December 31st (based on Ford's eligibility file) of the preceding year multiplied by the imputed income per eligible Ford individual in the preceding year as calculated by the Plan **multiplied by 1.025. For 2028, the Company will only contribute one-half of its annual obligation which will not exceed $2.262 million. The Company shall utilize its portion of the surplus towards the annual payments as follows: In 2024, one-quarter of the surplus; in 2025, one-third of the surplus; in 2026, one-half of the surplus; and in 2027, the remaining surplus.** For the avoidance of doubt the yearly funding amount for years ~~2021~~2023 through ~~2023~~2027 will not exceed $4.395 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit as described in the Plan and as modified in item 5 below. The provision of, and ability to provide, any such benefits shall be left to the ultimate determination of the Plan trustees. If, for any reason, the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the Plan.

5. The parties agree that part of the work performed by the Plan and its attorneys shall include a continuation of the Social Security Project (i.e., assisting individuals in applying for Social Security Disability Benefits and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and to UAW-represented retirees. These additional services will be included in the Plan at no additional cost to the Plan:

9/13/2023 DSM

a. Traffic matters - defined as traffic tickets or other moving violations but not including any charges of driving under the influence, possession of a controlled substance, auto license revocation or restoration, or any charge listed as a misdemeanor or felony. The services shall be limited to advice or non-covered, low-cost referral.
b. Social Security Questions - defined as questions related to Social Security benefits as provided by the Federal Government including questions related to Social Security retirement benefits, disability, terminations or overpayments, but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.
c. Medicare and Medicaid Questions - defined as questions related to Medicare or Medicaid benefits but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.

6. The parties will direct the Plan's trustees to adopt any amendments to the plan document or trust agreement that may be necessary to implement the commitments set forth in this letter.

~~Very truly yours,~~

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~
Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

7/13/2023 DSM

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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EXHIBIT B

FORD INDIVIDUALS

B-1 Employees. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during ~~2019~~2023 negotiations, an individual who is actively employed by Ford, who is a member of a bargaining unit represented by UAW that entered into a CBA allowing such individual to participate in the Plan, and has at least ninety (90) days of seniority; provided, however, that eligibility ceases for any such employee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which his/her layoff began.

(a) **Temporary Employees. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during 2023 negotiations, Temporary Employees are eligible to participate in the Plan ninety (90) days after his or her last hire or rehire date.**

B-2 Employee Spouse. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during ~~2019~~2023 negotiations, individuals currently married to an Employee as defined in B-1 above.

B-3 Retirees. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during ~~2019~~2023 negotiations, a former Employee, other than a deferred vested under the Ford-UAW Retirement Plan, who either:

(a) began receiving, or was eligible to begin receiving immediately after the termination of his or her employment in a UAW-represented bargaining unit position with Ford, pension benefits under the Ford-UAW Retirement Plan, as provided for in Article IV Section I, II, or III of such plan; or

(b) was hired on or after November 19, 2007, and was covered by a CBA when he or she terminated his or her employment from a UAW-represented bargaining unit position with Ford, if as of his or her termination date, he or she meets one of the following:

(i) He or she is age 65;

(ii) He or she is at least age 55 but less than 65 with 10 or more years of service;

(iii) He or she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;

(iv) He or she has 30 or more years of service;

(v) He or she is at least age 50 but not age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing; or

(vi) He or she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service.

For purposes of this subsection (b), "year of service" shall mean the elapsed time between the individual's hire or rehire date and the individual's termination date or loss of seniority.

B-4 Retiree Spouse. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during the ~~2019~~2023 negotiations, individuals currently married to a retiree as defined in B-3 above.

B-5 Surviving Spouse. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between Ford and the UAW during ~~2019~~2023 negotiations, the spouse of an Employee or Retiree who survives him/her, and who meets one of the requirements below, shall be eligible for benefits; provided, however, that the associated Employee or Retiree would otherwise have been eligible for benefits under the Plan.

(a) The spouse is eligible for surviving spouse pension benefits under the Ford-UAW Retirement Plan; or
(b) The spouse of a separated employee as defined in B-3 (b) above and such spouse provides to the Plan Administrator acceptable proof of marriage to the Employee or Retiree for at least one year before the death of the Employee or Retiree.

B-6 Cessation of Eligibility. For purposes of the Plan only, an individual that no longer meets the eligibility criteria as defined in this Exhibit B cannot initiate a new service. In the event an individual no longer meets the eligibility criteria in this Exhibit B after having already initiated a service, coverage for the service initiated by the individual, shall be provided until the conclusion of the service.

LIFE INSURANCE PROGRAM ENHANCEMENTS

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Life Insurance Program Enhancements

As agreed upon by the parties during these 2019 Negotiations, the following changes to the following Group Life Insurance Programs will take effect beginning January 1, 2021:

Survivor Income Benefits	• The surviving spouse of a covered employee will be eligible for benefits, regardless of the duration of the marriage. The prior one-year marriage requirement for benefits no longer applies.
Dependent Group Life Insurance (Exhibit I)	• The amount of insurance coverage available to employees without evidence of insurability following date of hire or rehire, or when first eligible to participate, will increase as follows: o Dependent spouse: $75,000 to $100,000 o Dependent child: $30,000 to $40,000 • The maximum insurance amount available to retirees and surviving spouses will no longer reduce at age 70.
Optional Group Life Insurance (Exhibit III)	• The amount of insurance coverage available to employees without evidence of insurability following date of hire or rehire, or when first eligible to participate, will increase from $200,000 to $250,000. • Three additional insurance coverage amounts will be added for employees to elect: o $350,000 o $450,000 o $550,000 • The maximum insurance amount available to retirees and surviving spouses will no longer reduce at age 70. • The schedule of Employee Contribution Rates will be modified to reflect a rate reduction. A rate of $2.060 will apply for all ages 75 and above.
Optional Accident Insurance	• The Common Disaster benefit will apply if an insured employee and spouse suffer a loss of life

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LIFE INSURANCE PROGRAM ENHANCEMENTS

(Exhibit IV)	in the same or separate covered accident within one year of each other -- an increase from 48 hours. Additionally, if death is simultaneous, the spouse's benefit will be paid to the employee's beneficiary or to the employee's estate.
All Life Insurance Programs	• Any amount in excess of $5,000 and payable in accordance with the life insurance provisions of the Group Life and Disability Insurance Program will be available through the Insurer's interest bearing draft account (Total Control Account), if elected by the beneficiary.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Rory L. Gamble

9-18-23
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PDD

LOCAL DIVERSITY, EQUITY AND INCLUSION COMMITTEE CERTIFICATION

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Local Diversity, Equity, and Inclusion Committee Certification

During the 2023 Negotiations, the UAW and the Company discussed the importance of the Local Joint Diversity, Equity, and Inclusion (DEI) Committees within our manufacturing and PS&L facilities. The union expressed a desire to ensure that all local DEI committee members are aligned in understanding Ford's DEI strategy, the proper channels for reporting instances of harassment, discrimination, and retaliation, and promoting diversity and inclusion education within their locations.

To this end, the parties have agreed to require all current and new Local Joint DEI Committee members (hourly and salaried) to attend a DEI certification program during the term of this agreement. The certification program and timing of training will be at the choosing of the National Joint DEI Committee. Committee members who went through the Diversity and Inclusion in a Manufacturing Environment Certificate Program (designed and facilitated by Michigan State University) at the Joint Trust Center during 2022 calendar year have already satisfied the certification requirement.

M 8-28-23
AG 8-28-23

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

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08/24/23

LOCAL QUALITY REPRESENTATIVE

~~September 16, 1996~~

~~Mr. Ernest Lofton~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Lofton:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Local Quality Representative

Consistent with Appendix Q to the Collective Bargaining Agreement, the UAW-Ford Memorandum of Understanding on the "Best-in- Class" Quality Program, this letter will confirm the Company's willingness to recognize one Quality Representative in each unit. When the regular Quality Representative is absent from the plant attending seminars, training sessions, or conferences sponsored by the UAW-Ford National Quality Committee, or is on his or her own time during periods when he or she is entitled to act as a representative, the Company will recognize an alternate Quality Representative. Such representatives and alternates will be appointed by the National Ford Department Director, taking into consideration qualified candidates recommended by the Local Union.

The parties recognize the desirability of selecting qualified candidates having knowledge and experience with plant quality processes and systems. It also is recognized that such candidates should have a strong interest in quality and must be able to: (1) work effectively with Union and Management representatives as well as other employees; (2) communicate clearly, both orally and in writing; and (3) readily acquire the organizational, interpersonal and other skills necessary for the position.

The National Ford Department Director shall advise the Company's Human Resources Staff in writing of the names of the appointed

LOCAL QUALITY REPRESENTATIVE

Quality Representatives and alternates and the unit to which each is assigned. No individual will function as such until the Company has been so advised.

In units of 600 or more employees, the local Quality Representative shall be fulltime; in smaller units the local Quality Representative shall be part-time as needed by mutual agreement locally.

The functions and responsibilities of the Quality Representative are limited to matters pertaining to the UAW-Ford "Best-in-Class" Quality Program Memorandum of Understanding, including the following:

- Participating on the local joint quality committee or otherwise working with Company representatives designated by Management to handle joint quality initiatives.
- Coordinating the resolution of local quality committee matters and reporting the results to the co-chairs of the local quality committee between scheduled meetings.
- Assisting in the resolution of product quality related concerns utilizing the Quality Concern Resolution Process.
- Participating in the development and implementation of local strategies to achieve plant quality performance objectives, including Q1, Quality Systems Recertification, ISO/QS 9000, TQE efforts and customer satisfaction.
- Assisting in the preparation of quality performance information and related material to be shared with UAW- represented employees to enhance their understanding and support of plant quality initiatives.
- Assisting in job-related quality education and training efforts, including encouraging participation and making recommendations concerning such efforts.
- Maintaining communication with the UAW-Ford National Quality Committee, including the submission of monthly reports relating pertinent quality information and any significant quality issues, and attending meetings as required by the UAW-Ford National Quality Committee.

- Performing other functions associated with joint quality initiatives as may be required from time to time by mutual agreement of the Company and the Union.

Newly appointed Unit Quality Representatives and alternates will be required to enroll in and complete prescribed orientation, education and training programs deemed necessary by the parties to qualify them to perform their functions properly.

The UAW-Ford National Quality Committee will continue to conduct at the UAW-Ford Joint Trusts ~~National Education, Development and Training~~ Center, a one-week orientation, education and training program for newly appointed Unit Quality

Representatives; an abridged version of this program for alternate representatives has been developed by the National Quality Committee. In addition, this Committee also will consider with the operations, divisions and plants future ongoing education and training needs and develop programs to meet those needs as required. Topics to be covered in the initial and ongoing education and training will include:

- UAW-Ford "Best-In-Class" Quality Program, including structure and functions.
- Briefings on related matters and concepts, including such things as Ford Mission, Values, and Guiding Principles; Q1; Quality Systems Recertification; ISO/QS 9000; TQE; etc.
- Quality measurements and problem solving, interpersonal and other skills.

Present and newly appointed Quality Representatives will be required to enroll in and be certified to a level of competence in an education curriculum which satisfies the disciplines of a quality professional. This curriculum and appropriate competency criteria will be developed by the UAW-Ford National Quality Committee.

Full-time Quality Representatives will have the same obligations as other special union representatives as described in Article VI, Sections 8, 9 and 10 of the Agreement. Additionally, they will be covered by the provisions of Article VI, Section 14 of the Agreement.

Overtime for full-time Quality Representatives will be determined in the same manner as for the full-time Unit Health and Safety, Benefits, or Employee Assistance Plan representative in those units having such representatives; however, overtime worked will be for local quality matters only.

LOCAL QUALITY REPRESENTATIVE

It is understood that this 1996 letter of understanding replaces and supplants the November 29, 1988, February 7, 1989, and October 7, 1990 letters of understanding on Local Quality Liaison positions and is not to be construed as adding an additional representative beyond the appointments made pursuant to these understandings. It further is understood that the assignment arrangements set forth in the February 7, 1989 understanding for the National and Detroit Parts Distribution Centers will continue to apply for Quality Representation coverage purposes.

~~Very truly yours,~~

~~James Tucker, Jr., Director~~
~~Joint Programs~~
~~Labor Affairs~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8/11/23

Concur: Chuck Browning ~~Ernest Lofton~~

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LOCAL TRAINING ACTIVITY FUNDS

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Local Training Activity Funds

~~This confirms the understanding reached during these negotiations that current and expanded local training activities jointly agreed to by local unions and local management will continue to be funded by Local Training Funds.~~

During 2023 negotiations, the parties discussed the purpose and use of Local Training Activity Funds (LTAF) as outlined in Volume IV-A in the Letter of Understanding "Joint Programs". The parties reaffirmed Local Training Activity Funds are ~~primarily~~ established to improve our products, quality and competitiveness through improved working relationships and employee technical knowledge, including job skills development and training, interpersonal skills training, continuous improvement and ~~"Best-In-Class" Quality training~~ other educational events consistent with the purpose of the programs governed by the UAW-Ford Labor Management Committee (LMC) Joint Trust. Additionally, the parties agree LTAF may be used for events, such as recognizing categories of employees, individuals or teams achieving significant improvement in key metrics or milestones related to the joint programs under the LMC (e.g., quality, continuous improvement, etc.), where costs involved for such events are modest and the event promotes the objectives of the Joint Trust.

Local parties may jointly request funding for the aforementioned activities following the LMC Joint Trust's established process. It is understood ~~that~~ the cost of these recognition events or training activities, including ~~joint programs, wages of the~~

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~~trainees,~~ travel expenses and other training expenses, or items may be chargeable against the ~~Local Training Funds~~ LTAF. The cost of employee wages approved for these events will be incurred by the local facility. ~~While the funds are intended for the training of UAW bargaining unit employees, there may be situations where it will be natural for some salaried employees to receive the same training. Such training expenses of non-bargaining unit employees may be funded by Local Training Funds provided such handling is mutually agreeable with local unions and local management.~~

~~In addition, Local Training Funds will be used for joint endeavors in support of programs, projects and activities newly specified in this Agreement, or as subsequently agreed by the Joint Governing Body, as eligible for such funding. Job skills development and training expenses related to the Job Security Program will be provided by Local Training Funds.~~

~~Requests for authorization to expend Local Training Funds must be jointly approved by the local parties. In situations where mutual agreement regarding funding approval cannot be reached locally, either party may appeal the issue to the Joint Governing Body.~~

~~When the local parties authorize funds for continuous improvement or "Best In Class" Quality endeavors, they are to assure that these endeavors are consistent with the Senior Advisory Continuous Improvement Forum and/or the Quality Improvement Implementation Committee guidelines. When the parties authorize funds for permissible Job Security Program activities, they are to assure that such activities are consistent with National Job Security and Operational Effectiveness Program Committee guidelines.~~

The parties agreed it would be inappropriate to use ~~Local Training Funds~~ LTAF to train employees required to service newly introduced technology. However, use of ~~Local Training Funds~~ LTAF to provide subsequent general training of other employees on this equipment to broaden their skills is appropriate, when agreed by the local parties. Further, it was agreed, ~~Local Training Funds~~ LTAF should not be used for training of employees to implement a newly negotiated change in classifications, but use of ~~Local Training Funds~~ LTAF to freshen or update generally the skills of employees is appropriate. ~~Local Training Funds may be used to pay wages of employees assigned to short - term local education and training related projects. Local Training Funds may not be used to establish special assignments or administrative positions unrelated to local education and training projects as specified in updated and revised guidelines.~~

~~In addition, certain expenditures require prior approval by the Joint Governing Body or its designees. These expenditures~~

~~include: the purchase, construction or lease of any real property (land and buildings) no matter what its value; the purchase or lease of items or services over $10,000; the purchase of promotional items in excess of $10 per person; and the payment of wages to an individual employee for assignment(s) in support of local education and training related projects that exceed 20 days in the aggregate within the calendar year.~~

Administrative guidelines and procedures concerning ~~Local Training Funds~~ LTAF will be updated and reissued, as required, by the Joint Governing Body of the LMC. ~~following the conclusion of these negotiations.~~

The provisions for ~~Local Training Funds~~ LTAF do not limit in any way the right of either party to provide recognition or educational and training programs on the same, similar, or other subjects, as it may deem appropriate.

Finally, the Grievance Procedure set forth in Article VII of the Collective Bargaining Agreement has no application to, or jurisdiction over, any matter relating to the Local Training Activity Funds.

~~Very truly yours,~~

~~Jack Halverson,~~
~~Manager~~
~~Union Relations~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Jimmy Settles~~
Concur: Chuck Browning

8-31-23

8-31-23

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LUMP SUM PAYMENTS TO CERTAIN PARTIES

XX/XX/XXXX~~November 5, 2015~~

Mr. **Chuck Browning**~~Jimmy Settles~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Browning**~~Settles~~:

Subject: Lump Sum Payments to Certain Parties

During the term of the 2023~~2015~~ Collective Bargaining Agreement, retirees and surviving spouses ~~shall~~ be eligible to receive certain payments paid from the Ford-UAW Retirement Plan ("Plan"), Company cash, or any combination thereof, as described in this Letter of Understanding. If any portion of the payments are to be made from the Plan, the Plan shall be amended to provide for such payment as necessary. ~~Payment shall be by cash or cash equivalent (e.g., gift card).~~ If by cash, payment will be made via check or electronic funds transfer based upon the election of the retiree/surviving spouse under the Plan.

The payment will be provided to eligible retirees and surviving spouses who are receiving benefits under the Plan as of ~~the effective date of the 2015 Collective Bargaining Agreement~~ **September 14, 2023** and who are alive as of each payment date.

There will be **five**~~four~~ payments, each in the amount of $500~~250~~ for retired employees or ~~$125~~ for surviving spouses. The first payment will be made ~~on March 31, 2016~~**in December 2023**, or as soon as administratively practicable thereafter. The second payment will be made ~~on December 1, 2016~~ **in December 2024**, or as soon as administratively practicable thereafter. The third payment will be made ~~on December 1, 2017~~**in December 2025**, or as soon as administratively practicable thereafter. The fourth payment will be made ~~on December 1, 2018~~**in December 2026**, or as soon as administratively practicable thereafter. **The fifth payment will be made in December 2027, or as soon as administratively practicable thereafter.**

These payments will be subject to all applicable Federal, state, and local tax reporting and withholding requirements.

Very truly yours,

Kevin Legel~~Bernie Swartout~~,
Vice President~~Director~~
Labor Affairs~~Compensation & Benefits~~

10/26/23

Concur: **Chuck Browning**~~Jimmy Settles~~

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10/25/23

MODAPTS TRAINING

XX/XX/XXXX ~~October 30, 2019~~

Mr. Chuck Browning ~~Rory L. Gamble~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning ~~Gamble~~:

Subject: MODAPTS Training

During these ~~2019~~ 2023 National Negotiations, there were numerous discussions regarding the benefits of UAW and Company Representatives being trained in MODAPTS. We agreed MODAPTS is one of several tools to promote the building of quality vehicles in a competitive environment.

As a result of these discussions, the Company agreed with the value of providing MODAPTS training for UAW Job Security Representatives, local UAW Representatives and applicable Company Representatives. Accordingly, it was agreed that within 90 days of ratification, a training and delivery plan will be developed for, and delivered to these participants. ~~Local training funds~~ Local Training Activity Funds provided by the UAW-Ford Labor Management Committee (LMC) Joint Trust will ~~be used to~~ pay for the participants attending this training. Furthermore, UAW Job Security Representatives and other UAW Representatives which are mutually agreed to by the local and National parties, will be granted read and print only access to GSPAS upon their request.

Very truly yours,

Scott Britton ~~Kevin Legel~~,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning ~~Rory L. Gamble~~

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08/22/23

NATIONAL ATTENDANCE PROGRAM

~~October 30, 2019~~

~~Mr. Rory I. Gamble~~
~~Vice President and Director UAW,~~
~~National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Gamble~~ **Mr. Browning**:

Subject: National Attendance Program

During the 20~~19~~23 negotiations, the excessive cost associated with absenteeism was discussed. Absenteeism adversely affects employee morale, product quality and plant efficiency. The parties agree that it is essential for everyone to contribute in order to ensure future competitive viability and job security. The negative impact that absenteeism has on our business detracts from these mutual goals.

There is a small portion of the workforce that is abusively absent and misses a disproportionate number of work days. Corrective actions must be taken to address the concern while ensuring an attendance program provides a means of administering fair, consistent and progressive discipline for absenteeism. It is understood that all absences cannot be eliminated, as there are situations from time to time which prevent employees from coming to work. Overall, it was agreed that a new National Attendance Program will be a part of the Collective Bargaining Agreement and consistently applied at all locations.

Responsibility of the Employee

It is the responsibility of each employee to report for work when scheduled within the confines of the Collective Bargaining Agreement. Employees who have reported properly shall then be considered to be available for work and be compensated beginning with the start of their respective shift.

All employees are expected to call-in all unplanned absences at least 30 minutes prior to the start of the shift.

In an effort to drive a fair and consistent process, the parties discussed examples of reasons for an employee failing to call-in an unplanned absence. Instances involving extenuating circumstances will require the employee to submit documentation to substantiate the inability to comply with the call-in requirement.

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NATIONAL ATTENDANCE PROGRAM

Employees returning from a medical leave of absence will be required to report to the designated medical facility or equivalent in advance of their return to work to ensure they are available for work at the start of their respective shift.

~~Excused Absence Allowance~~ **Paid Time Off After-the-Fact**

The Union expressed concern that unanticipated emergencies may occasionally arise beyond the control of employees. The Company agreed to allow employees to use **up to sixty (60) hours of** their ~~EAA days~~ **available paid time off (in accordance with Article IX, Sections 24 and 25)** after-the-fact **for an unplanned absence,** provided ~~the~~ **all of the** following conditions are met:

- **The employee must maintain sufficient vacation hours for the designated vacation shutdown period.**
- **The employee has provided proper notification of their unplanned absence as prescribed in the section entitled "Responsibility of the Employee" in the National Attendance Program.**
- The employee has the ~~Excused Absence Allowance~~ **paid** time available.
- The ~~Excused Absence Allowance~~ **paid** time is taken in regular full shift increments **(or the balance of unused paid time if the balance is less than a full shift)**.
- Upon review of the 12-month ~~rolling measurement~~ **lock-in discipline** period, **the** employee~~'s record falls within absences 1-4 according to Table 1 below~~ **has not served the 2-week discipline for absenteeism at the time of the most recent absence occurrence**.
- There was no adverse effect to production or related operations due to the collective level of unplanned employee absences on the specific absence day. Identifying potential days in advance which are historically known to be high absence days and mutually discussing planned absences, for example, Super Bowl Monday, can be beneficial to avoid adverse effects. Although an adverse effect absence day may be unforeseen, the local parties should, to the extent possible, identify specific days unique to their location.

Prior to the termination of an employee for absenteeism, the Company agreed to consider employee requests for paid time off after-the-fact to cover the most recent absence occurrence, or consecutive absences, progressing the employee to the eighth occurrence in accordance with

NATIONAL ATTENDANCE PROGRAM

Table 1, provided the employee meets the applicable eligibility criteria. Only one instance of paid time off after-the-fact will be granted for an employee in a 12-month lock-in discipline period after the issuance of an R&W + 2 week discipline.

Separate and apart from this conditional granting of ~~EAA days~~ **paid time** after-the-fact discussed above, employees may continue to schedule ~~EAA days~~ **paid time off** in advance with their respective supervisor.

Furthermore, employees who do not meet the condition**(s) above** ~~of a clear absenteeism discipline record~~ may seek approval for possible ~~EAA~~ **paid** time from their supervisors on an after-the-fact basis.

Additionally, t~~T~~he holiday pay qualifying provision pursuant to Article IX, Section 22(a)(3) will remain in effect. **Employees who do not meet the provisions of Article IX, Section 22(a)(3) shall seek approval for consideration of paid time off after-the-fact,** and requests for ~~EAA~~ **paid time** may be approved in line with Article IX, Section 25(c) of the UAW-Ford Collective Bargaining Agreement.

~~**Measurement Period**~~

~~The measurement period will commence with the effective date of the National Attendance Program as established in the Implementation section of this letter.~~

Chargeable ~~Absences~~ Occurrences

Chargeable ~~absences~~ **occurrences** will include**:**

- **E**ach day the employees' absence is coded AWOL ('A' Code) ~~or~~
- Temporary Illness/Injury ('T' Code)~~.~~
- Employees' **medical** absences ~~of three or more consecutive days~~ **that are not justified as described below** ~~coded Unpaid Medical Days ('M' Code), except FMLA or Workers' Compensation approved absences, will result in two (2) chargeable absences.~~
- **Situations involving Failure to Work Scheduled Overtime will be coded as an AWOL and count as an occurrence under this program.** [1]

Chargeable occurrences will exclude:

- **FMLA approved absences**
- **Workers' Compensation approved absences**
- ~~I~~**Unpaid medical absences (M code) of three or more days within an approved medical leave when** the disability carrier **medically substantiates or** provides Accident & Sickness Benefits[2] ~~and~~

[1] Moved from subsequent paragraph with edits
[2] Moved from prior paragraph of Chargeable Absences with edits, separated as bullet points

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~~approves a personal medical leave of absence, any unpaid M code days within the medical leave will not be counted as chargeable absences.~~

- **Partial absence days**[3]

Each chargeable ~~absence~~ occurrence, including consecutive absence days, counts toward the accumulation of chargeable ~~absences~~ occurrences within the measurement period as defined ~~below~~ in Table 1. ~~Situations involving Failure to Work Scheduled Overtime will be coded as an AWOL and count as an occurrence under this program. Failure to Work Scheduled Overtime will no longer be a separate progression. Partial absence days will not be counted.~~[4]

Table 1: ~~Absence~~ Chargeable Occurrence and Disciplinary Progression

~~Absence~~ Occurrence Number	Penalty	Measurement Period
1st~~Absence~~ Occurrence	No Penalty	~~(12) Month Rolling Period~~ January 1 - December 31
2nd ~~Absence~~ Occurrence	No Penalty	~~(12) Month Rolling Period~~ January 1 - December 31
3rd ~~Absence~~ Occurrence	No Penalty	~~(12) Month Rolling Period~~ January 1 - December 31
4th ~~Absence~~ Occurrence	R&W ~~+1 Day~~	(~~12~~ 6) Month ~~Rolling Period~~ Lock-In Discipline Period
5th ~~Absence~~ Occurrence	R&W+1 ~~Week~~ Day	(~~12~~ 6) Month Lock-In Discipline Period
6th ~~Absence~~ Occurrence	R&W~~+1 Month~~ 3 Days	(12) Month Lock-In Discipline Period
7th ~~Absence~~ Occurrence	~~Termination~~ R&W+2 Weeks	(12) Month Lock-In Discipline Period
8th Occurrence	Termination	

Disciplinary Progression for Chargeable Occurrences

The accumulation of chargeable ~~absences~~ occurrences within an employee's measurement period will be addressed through the appropriate progressive process outlined in Table 1. Discipline progression is based on the most recent attendance discipline penalty on record, except in the case of consecutive absence days, which are counted individually for purposes of progressing discipline. Prior

[3] Moved from paragraph below with edits

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NATIONAL ATTENDANCE PROGRAM

absence occurrences for which the employee was not put on notice and/or disciplined in a timely manner without a reasonable justification for the delay, will not be included as part of the current penalty assessment.

~~Absences~~ **Occurrences** 1-4~~3~~: ~~(12) Month Rolling Period~~ **January 1 through December 31** is defined as the number of chargeable ~~absences~~ **occurrences** on record within the same (12) months ~~prior to the current absence date~~ **calendar year**. The amount of chargeable ~~absences~~ **occurrences** will determine the appropriate penalty outlined in Table 1.

~~Absences~~ **Occurrences** ~~5~~4-~~6~~5: ~~(12) Month~~ **The** Lock-In Discipline Period starts on the date of discipline issuance and lasts for ~~(12) months~~ **the calendar year in which the discipline is issued or six (6) months, whichever is greater. In instances where discipline is issued and less than six (6) months remain in the calendar year, the lock-in period will last six (6) months from the date of discipline issuance.** Any additional chargeable ~~absences~~ **occurrences** within the ~~following (12) months~~ **lock-in discipline period** will result in progressing to the next ~~absence~~ **occurrence** penalty as outlined in Table 1.

Occurrences 6-7: (12) Month Lock-In Discipline Period starts on the date of discipline issuance and lasts for (12) months. Any additional chargeable occurrences within the following (12) months will result in progressing to the next occurrence penalty as outlined in Table 1.

All measurement periods will be extended by personal medical leaves of absence that occur during the measurement period.

Employees will revert to zero (0) absences and zero (0) discipline for the charge of ~~Failure to Work Scheduled Overtime upon the implementation date of this program except those with the current National Attendance Program discipline charge of RW+1 Month. Existing discipline of RW+1 Month under the National Attendance Program~~ **absenteeism** upon the implementation date of this program ~~will adhere to the (12) Month Lock-In Discipline Period from date of issuance~~.

Other Elements

To ensure employees fully understand the seriousness of their absenteeism and its impact on the facility prior to progressing to the final step of termination, the Company shall issue R&W + ~~1 month~~ **2 weeks** disciplinary penalt~~ies~~**y** identified in Table 1, regardless of the number of chargeable ~~absences~~ **occurrences** that progressed the discipline for absenteeism to an R&W + ~~1 month~~ **2 weeks** penalty.

The parties will strongly encourage such employees to consider use of the UAW-Ford ESSP Joint Program if such assistance may improve attendance.

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NATIONAL ATTENDANCE PROGRAM

No provisions of this Program are to be construed as limiting the Company's rights as they relate to the handling of Temporary Part-Time employees under Appendix K, the handling of probationary employees under Article VIII, Section 4 or terminations pursuant to Article VIII, Section 5 of the UAW-Ford Collective Bargaining Agreement.

Disputes as to the Company's failure to observe the procedure requirements of these provisions are subject to the regular grievance procedure.

Implementation

The National Attendance Program will become effective

~~November 18, 2019~~ **January 1, 2024**.

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Scott Britton,
Executive Director
U.S. Labor Affairs

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NEW EMPLOYEE ORIENTATION PROGRAM

~~October 4, 2011~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: New Employee Orientation Program

During ~~2011~~ 2023 negotiations the parties discussed the ~~importance of providing orientation programs for both new employees and if necessary, experienced hires.~~ essential role the New Employee Orientation (NEO) plays to set the stage for a positive employee experience. The parties agree all new hires should receive standardized training in the core topics. Further, local parties should have the flexibility on timing and logistics of delivering certain course content, as well as, the ability to insert local content specific to their operations.

~~It was agreed t~~ The joint parties will continue to develop and update the content and materials relating to the standardized template of ~~New Employee Orientation~~ NEO topics and materials. Focus will be primarily on Joint Programs including health and safety, quality, continuous improvement, diversity, employee support services, education, and benefits. Additionally, the Company agrees to establish a NEO Joint Task Team with representatives of the UAW-Ford Labor Management Committee (LMC) Joint Trust and Company Learning and Development Department to review NEO training, discuss content and make improvements to training content, if necessary (e.g., adding financial literacy training). The committee will ensure that all necessary and appropriate changes to joint activities and employee training are completed, implemented, and communicated to the LMC Joint Governing Body and other impacted parties. This committee will meet within 90 days of ratification of this agreement.

The UAW has expressed strong interest in holding at least one (1) day of orientation at the Local Union Hall, during the first week

of hire. The local parties are encouraged to discuss this option and implement as appropriate. Disagreements between local parties regarding this option may be escalated to the plant's Employee Relations Manager, Labor Affairs and the UAW National Ford Department.

~~It was also agreed to establish a joint task team at the National Programs Center in the first quarter of 2012, to explore means to internally manage and update training materials to be used for employee orientation.~~

~~Thus, the parties will ensure that all necessary and appropriate changes to joint activities and employee training are completed, implemented, and communicated to members of the National Ford Department, Labor Affairs, and the Manufacturing Training Governance Committee.~~

~~Very truly yours,~~

~~JACK HALVERSON, Manager~~
~~Union Relations~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Jimmy Settles~~

Concur: Chuck Browning

8-29-23
8-28-23

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NON-SKILLED CLASSIFICATION - PARTS SUPPLY & LOGISTICS

~~October 4, 2011~~
xx/xx/xxxx

~~Mr. Jimmy Settles~~
Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Settles~~ Browning:

Subject: Non-Skilled Classification - Parts Supply & Logistics

During these 2023 negotiations, the parties discussed the variability across the network relating to the classification ~~and rate~~ structure for generally similar tasks. ~~,~~ ~~A more~~ consistent alignment of classifications to the work performed ~~will~~ contributes to greater flexibility.

The parties agreed to maintain the classification structure for PS&L locations with less than 150 employees established during the 2011 negotiations listed in the schedules below:

~~Accordingly, the parties agree to a new classification and rate structure at PS&L locations as outlined below:~~

- ~~PS&L locations with less than 150 employees, within 30 days subsequent to the effective date of the 2011 Master Agreement, the local parties will establish, as the negotiated classification and rate schedule for their location, one of the two classification and rate schedules for non-skilled, non-Entry Level employees listed below.~~

Schedule 1

Classification	~~Rate~~
Parts Order Processor (P.O.P.)	~~$28.515~~
Parts Order Processor (P.O.P.) Leader	~~$28.680~~

Schedule 2

Classification	~~Rate~~
Warehouse Specialist	~~$28.680~~

- ~~The local parties will promptly notify the National Ford Department and Labor Affairs of the classification and rate schedule selected. All other~~

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~~non-skilled and non-Entry-Level classifications and rates will be deleted.~~

- ~~While transitioning to the new classification and rate structure,~~ tThe Company will continue to practice sound employee relations when assigning work, and will be guided by such factors as: the nature of the job, skills and abilities of the individual employee, previous training, physical requirements of the job, location of the work, and the personal requests of individual employees. Job assignments will not be made in an arbitrary or punitive manner.

- ~~The parties agree that no significant change to job assignments will occur within the first ninety (90) days following the effective date of the 2011 Master Agreement at locations where the local parties select a new classification and rate schedule. During that period, the local parties will review job assignments to determine if adjustments are necessary to establish the right flexibility to ensure operational efficiency and fairness to employees.~~

- ~~If the local parties are unable to resolve an issue concerning the implementation of the new classification and rate schedule, their issue may be directed to the National Ford Department and Labor Affairs for resolution.~~

Very Truly Yours,

~~BILL DIRKSEN,~~
Scott Britton,
Executive Director
U.S. Labor Affairs

8-25-23

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NOTE:

This booklet (Volume IV) is being presented to you so that you may know the terms of various Letters of Understanding negotiated between the UAW and the Company ~~October 30, 2019~~ **XX XX, XXXX**.

Specifically, the following material is presented in the order given:

1. Letters of Understanding and clarification concerning the Collective Bargaining Agreement and Job Security Program agreed to in the ~~2019~~ **2023** negotiations, plus all previous Letters of Understanding and Clarification that continue to express current policies and interpretations.

2. Letters of Understanding and clarification concerning the Retirement Plan, Insurance Program, Supplemental Unemployment Benefit Plan, Profit Sharing Plan, Tax-Efficient Savings Plan, and UAW-Ford Legal Services Plan agreed to in ~~2019~~ **2023** negotiations, plus all previous Letters of Understanding and clarification that continue to express current policies and interpretations.

3. Certain Company Administrative Letters.

Portions of the Agreement reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume I, the Collective Bargaining Agreement; Volume II, the Retirement Agreement and Plan and the Insurance Program; Volume III, the Supplemental Unemployment Benefit Agreement and Plan, the Profit Sharing Agreement and Plan, the Tax-Efficient Savings Agreement and Plan, and the UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan; and the Skilled Trades Agreements and Letters of Understanding.

We hope you will find this booklet helpful.

~~RORY L. CAMBLE~~	~~WILLIAM P. DIRKSEN~~
~~Vice President and Director~~	~~Vice President,~~
~~UAW, National Ford Department~~	~~Labor Affairs~~
CHUCK BROWNING	**KEVIN LEGEL**
Vice President and Director	**Vice President**
UAW, National Ford Department	**Labor Affairs**

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NOTE

NOTE:

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Specifically, the following material is presented in the order given:

1. Letters of Understanding and clarification concerning the Collective Bargaining Agreement and Job Security Program agreed to in the ~~2019~~ **2023** negotiations, plus all previous Letters of Understanding and Clarification that continue to express current policies and interpretations.

2. Letters of Understanding and clarification Concerning the Retirement Plan, Insurance Program, Supplemental Unemployment Benefit Plan, Profit Sharing Plan, Tax-Efficient Savings Plan, and UAW-Ford Legal Services Plan agreed to in ~~2019~~ **2023** negotiations, plus all previous Letters of Understanding and clarification that continue to express current policies and interpretations.

3. Certain Company Administrative Letters.

Please note that any gender specific references in the Agreement language shall apply to either sex.

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We hope you will find this booklet helpful.

~~RORY L. GAMBLE~~
CHUCK BROWNING
Vice President and Director
UAW, National Ford Department

~~WILLIAM P. DIRKSEN~~
KEVIN LEGEL
Vice President,
Labor Affairs

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09/11/23

NOTICE OF STATE WORKERS' COMPENSATION LIMIT

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Notice of State Workers' Compensation Limit

During these negotiations, the Union expressed concern about the crediting of service for participants in states that limit Workers' Compensation benefits for temporary total disability upon reaching maximum medical improvement or a completion of a specified duration of time beyond which benefits are not payable.

Employees who live in such states must contact their local Human Resources Office or the National Employees Service Center (NESC) to advise that their state Workers' Compensation benefits were so limited. The Union expressed concern that such employees may not know that they are required to contact their local Human Resources Office or the NESC. The Company has agreed to investigate jointly with the Union, the feasibility of implementing a process for determining when employees are affected by such limits and updating the participants credited service.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

9/1/23

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08/24/23

~~ONE TIME ERGONOMIC WOOD FLOORING TRIAL AT DENVER HIGH VELOCITY CENTER (HVC)~~

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

~~Subject: One Time Ergonomic Wood Flooring Trial at Denver High Velocity Center (HVC)~~

~~During the course of the 2019 negotiations, the parties discussed trialing ergonomic wood flooring in the binning area of the Denver High Velocity Center (HVC). It is agreed that a trial will be completed at this location during the term of the agreement. This trial in no way indicates a commitment to install ergonomic wood flooring at other PS&L locations.~~

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

9/11/2023

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09/08/23

ONSITE FLU SHOT PROGRAM

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Onsite Flu Shot Program

During these ~~2019~~ **2023** negotiations, the Company and Union discussed the importance of reducing the spread of viral influenza in the workplace to maintain employee health and a healthy work environment **and the numerous ways employees can get vaccinated**.

The Company agrees to continue to make the flu shot program available annually throughout the term of the ~~2019~~ **2023** Agreement. Company locations that **are interested and** meet the minimum requirement, ~~may~~ **must have the Employee Support Service Representative** request an on-site flu shot program **by December 31st of each year.**

For those locations that don't meet the minimum requirement, the parties may make an exception if mutually agreeable. The program for the on-site flu shots will be administered by a **single** third-party vendor and at no cost to the employee. All active employees and/or employees on approved leave are eligible to participate in the on-site flu shot program. **The National Joint ESSP Committee will continue to evaluate the effectiveness of the program to determine future program offerings.**

The on-site flu shot program will not limit the right of either party to provide the same, similar or other vaccinations to employees or family members as each may deem appropriate and within Company and/or UAW guidelines.

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ONSITE FLU SHOT PROGRAM

As soon as practicable after these negotiations, the Company and the UAW, through the **National Joint** ESSP **Committee** ~~Program~~, will make arrangements to implement such a flu shot program**.** ~~for employees who wish to participate.~~

~~Very truly yours,~~

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

ML 9-12-23

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09/11/23

OPTIONAL LIFE INSURANCE PLANS -
SPECIAL ENROLLMENT PERIODS **AND EMPLOYEE CONTRIBUTION RATES** ~~2020, 2021, 2022 AND 2023~~

~~October 30, 2019~~
XX/XX/XXXX

~~Mr. Rory L. Gamble~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Gamble:~~
Dear Mr. Browning

Subject: Optional Life Insurance Plans - Special Enrollment Period **and Employee Contribution Rates** ~~Special Enrollment period and MemPeriods~~ ~~2020, 2021, 2022 and 2023~~

During these negotiations, the Union requested that active employees not participating in the Optional Dependent Group Life and/or Optional Employee Group Life insurance plans be given in ~~2020, 2021, 2022 and 2023~~ **each year during which the 2023 Agreement is in effect** an opportunity to enroll at the first or second level of coverage without having to provide evidence of insurability; provided however, that employees/dependents previously denied coverage due to a medical condition must provide evidence of insurability to enroll in the plans. Coverage for nonparticipating employees enrolling at the first or second levels of coverage during the open enrollment will become effective on the first of the month following receipt of their application. Nonparticipating employees enrolling in a level higher than the first two levels will be required to submit evidence of insurability and be approved for coverage before their application will be effective.

The parties have agreed that in each year above, employees will be provided a 45-day period in which to enroll. The parties will mutually agree on the timing of this window. Suggested timing of this window shall be the first Quarter of each calendar year. Coverage will become effective on the first day of the calendar month following the date of enrollment, provided the employee is actively at work on such date.

The parties also have agreed that during each of these open enrollment periods, employees presently participating in Dependent Group Life Insurance and/or Optional Employee Group Life Insurance will be given an opportunity to increase the amount of coverage in force of 1 level without providing evidence

of insurability; provided however, that employees/dependents previously denied coverage due to a medical condition must provide evidence of insurability to increase the one level. The increased amount of insurance will become effective on the first day of the calendar month next following the date the employee elects such increase, provided the employee is actively at work on such date.

~~During the 2021 open enrollment period, employees who are actively at work will have a one-time opportunity to newly enroll or increase their current coverage by up to five levels, without evidence of insurability, not to exceed $100,000. The increased amount of insurance will become effective on the first day of the calendar month next following the date the employee elects such increase, provided the employee is actively at work on such date.~~

The open enrollments will include an annual postcard notification to employees, at the insurance carrier's expense, advising eligible employees of the open enrollment, unless the parties mutually agree on an alternative notification method.

Results of the enrollments will be provided to the Union within 90 days of the end of each open enrollment period.

During the 2023 negotiations, the parties agreed that it is beneficial and valuable for employees to have access to the Optional Life Insurance Plans (Plans). The parties acknowledge that the full cost of the Plans are paid by the individuals who choose to partipate in the Plans to ensure the Plan is appropriately funded, as set forth in Volume II Benefit Plans and Agreements. These monthly contribution rates are set by the Insurer and are adjusted as needed during the course of the agreement. The parties will take appropriate action to ensure the Plans continue to provide participants the best value at competitive rates. If it is determined that there is a need for a rate adjustment, the Insurer will provide participants with a minimum of 30 days notice in advance of the effective date.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~
Kevin Legel,
Vice President
Labor Affairs

9-18-23
DSM

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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09/16/23

OPTIONAL LONG TERM DISABILITY (OLTD) PROGRAM

~~October 30, 2019~~
XX/XX/XXXX

~~Mr. Rory L. Gamble~~
Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Gamble:~~
Dear Mr. Browning:

Subject: Optional Long Term Disability (OLTD) Program

During these negotiations, the Company and Union discussed the OLTD Program. Employees pay the full cost of any such program. Enrolled employees have premiums for the program deducted from their pay. ~~Continued offering of the OLTD Program requires the plan administrator to have the ability to link with Ford payroll systems at no cost to the Company.~~

The OLTD Program provisions are determined by the Insurer ~~(UniCare Life & Health Insurance Company "UniCare" or other designated carrier as agreed upon by the parties)~~. Provisions of the OLTD Program are defined in the certificate of coverage. The certificate is available through the Insurer ~~(UniCare)~~.

The parties will continue ~~agree to explore the availability and viability of an open enrollment for the OLTD Program, subject to agreement by the Insurer (UniCare). The parties also agree~~ to explore opportunities to improve enrollment, promotion and communication of the program to newly eligible employees.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~
Kevin Legel,
Vice President
Labor Affairs

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

10/25/2023 DSM

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10/25/23

PARTS DEPOT PROBLEMS

~~October 18, 1967~~
~~xx/xx/xxxx~~

~~Mr. Ken Bannon, Director~~
~~National Ford Department~~
~~International Union, UAW~~
Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Bannon~~ Browning:

Subject: Parts Depot Problems

During the course of our negotiations the Union made several complaints concerning the Company's policy in the shipping and receiving activities. The attached communications set forth the Company's current operating instructions to the field regarding *Correction of Errors in Outbound Shipments, Enforcement of Yellow-Line Rule in Parts Depots and Parts Depot Checking Procedure-Receiving Area*. The instructions are intended to eliminate misunderstandings which may exist at the operating level and to prevent actions which may give rise to claims of violation of the rights of included employees under the Collective Bargaining Agreement.

Very truly yours,

~~SIDNEY P. MCKENNA, Director~~
~~Labor Affairs Office~~
~~Labor Relations Staff~~

Scott Britton,
Executive Director
U.S. Labor Affairs

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8/26/23

Attachments

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08/24/23

PARTS DEPOT PROBLEMS

CORRECTION OF ERRORS IN OUTBOUND SHIPMENTS

ATTACHMENT

October 18, 1967

To: All Depot Managers

Subject: Correction of Errors in Outbound Shipments

In the current negotiations it has been complained by the Union that excluded plant guards and foremen are performing the work of included employees after the normal quitting time for included employees. Specifically, it has been charged that plant guards and foremen are locating stock and transporting it out the shipping dock to correct errors discovered when a shipment is being loaded.

I wish to reiterate prior instructions which forbid the performance of such work by excluded employees. When there is a shortage in an order, it will be shipped short unless an included employee is available to locate the missing item. An overage in an order will be set aside for return to stock by an included employee.

Operating Management will undertake appropriate action to insure compliance with the above.

D. F. STEARNS
Depot Operations Manager

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9/25/23

cba4a/00253/2
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08/24/23

ENFORCEMENT OF YELLOW LINE RULE IN PARTS DEPOT

ATTACHMENT

~~October 18, 1967~~
xx/xx/xxxx

To: All Depot Managers

Subject: Enforcement of Yellow Line Rule in Parts Depots

In the current negotiations it has been brought to the Company's attention that ~~truck drivers~~ **freight terminal employees** delivering or picking up shipments at Company parts depots do not always stay behind the yellow line. There has been no change in the Company rule which requires that outside ~~truck drivers~~ **freight terminal employees** must not cross the yellow line except with the permission of the plant guard on duty or dock supervisor for use of restroom facilities. This rule will be enforced. In this connection steps will be taken to assure that signs are conspicuously placed in the dock area so that ~~truck drivers~~ **freight terminal employees** fully understand the Company's rule.

~~D. F. STEARNS~~
~~Depot Operations Manager~~

Erhan Yengulalp
Director, Distribution &
Logistics, Americas & Dubai, UAE
Parts Supply & Logistics
Ford Customer Service Division

SS
MS
TW
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8/25/23

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08/24/23

PARTS DEPOT CHECKING PROCEDURE - RECEIVING AREA

ATTACHMENT

October 18, 1967

To: All Depot Managers

Subject: Parts Depot Checking Procedure - Receiving Area

In the current negotiations the Union has complained that Plant Protection employees are performing accuracy checking in the receiving area at the parts depot.

It has been pointed out by the Company that checking performed by Plant Protection employees, whether in the shipping area or in the receiving area, is for security purposes only. Under the currently revised procedure for the receiving area, spot checks of carton contents are to be performed simultaneously by Plant Protection and an included employee. If an accuracy error is discovered during a spot check it is to be handled by the included employee.

The above checks do not preclude the Company's right to have Plant Protection perform duplicatory checks or to examine stock at any time in any area for the purpose of investigating suspicious circumstances. Plant Protection will continue, without change, to carry on other security measures.

D. F. STEARNS
Depot Operations Manager

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8/25/23

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08/24/23

PAY ADJUSTMENTS

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Pay Adjustments

During these negotiations, the parties discussed the issue of pay ~~adjustments~~ accuracy. While the Company believes most supervisors exercise necessary care when handling issues pertaining to pay, we acknowledge that when an employee is overpaid or underpaid the resulting pay adjustment can have a negative impact on employee morale. Therefore, the Company wants to stress that prompt correction of pay shortages is a top priority ~~for supervisors~~.

The Company will place a renewed emphasis on properly paying employees and take the following actions to eliminate the occurrence of pay adjustments:

- The Company regularly will provide metrics to the local Controller's Office regarding pay adjustments requested from the location. The Controller's Office will review these metrics with local operations management to identify recurring issues and trends and to correct practices contributing to pay shortages and overages. The Human Resources Manager will meet with the Plant Manager and local Chairperson quarterly to ensure pay issues including instances of repeated incorrect pay submission are being addressed promptly.

- The Union also raised a concern regarding pay shortages involving employees who work an unusually high number of hours on any particular day(s), have the hours input by the supervisor(s), and then adjusted by Central Timekeeping Office (CTO). This infrequent situation occurs when verification was not received from the location that hours input were

actually worked and not the result of an incorrect input of hours. To address this concern, each manufacturing location will designate a local single point of contact (SPOC), and a back up contact, who will review those situations where a supervisor inputs daily hours to be paid that are greater than an amount of daily hours that a typical employee works at that location. A list will be provided to CTO, no later than 10:00 AM on Monday, identifying instances where a supervisor inputted hours to be paid that exceeded this threshold amount in error. CTO will make adjustments based upon this list. Human Resources will notify the local Chairperson of the SPOC for their location.

- The Company will introduce a pilot program to implement a Single Point of Contact for pay inquiries, corrections, and other timekeeping-related tasks. The Company will select the pilot locations, establish key metrics to monitor and assess the effectiveness of the program, and ensure pay accuracy improves. The Company retains the option to opt-out of the program at any time and acknowledges that future technology may eliminate the need for this Single Point of Contact. Discussion between the Senior Director, U.S. Union Affairs and the Administrative Assistant, AA from the National Ford Department will take place prior to the Company opting out.

- The Company will develop ~~a~~ updated Single Point Lessons (SPLs) regarding pay adjustment prevention and pay adjustments processes ~~(in the event of a pay shortage)~~. These SPLs will be shared with all personnel who input hours to pay employees and perform pay adjustments ~~on a periodic basis~~. The updated SPLs will include information about Alternative Work Schedules and emphasize critical timing for inputting hours before payroll processing. ~~Company also will develop a separate SPL for supervisors of employees who work Alternate Work Schedules to emphasize the importance of properly inputting hours worked on Sunday in order to enter payroll processing the following Monday.~~

- A key factor to reduce and/or eliminate pay shortages is timely posting and employee review of the Daily Report Of Time (DROT). Posting the DROT allows employees to review in advance the number of hours they are to be paid for the week, notify their supervisor of any incorrect pay situations, and allow

for the pay to be corrected prior to payroll being closed. The local Human Resources department will investigate promptly complaints that DROTs are not available for employee review. Future technology solutions will offer additional options for employees to review their pay.

The parties discussed hardships faced by employees when overpayments are deducted from their future pay. To address this concern, at the employee's request, the Company will cap an overpayment deduction at a maximum of eight (8) hours plus applicable premiums per check until the overpayment has been fully recovered.

The eight (8) hours plus applicable premiums deduction limitation does not apply to any deductions from bonus payments (e.g., profit sharing). It is important to note that this cap does not apply to any statutory or other required deductions, including but not limited to, federal levies and court-ordered deductions.

Deductions involving paid time off (e.g., vacation and personal time)that require hours to be restored for use will be restored when the overpayment has been fully recovered.

The parties also discussed instances where employees have received pay that was identified later as an overpayment and deducted from a subsequent check without providing advance notification to the employee. The Company reaffirms the importance of providing advance notice in accordance with Article IX, Section 17 in these situations.

Local pay adjustment issues may be raised by the local Chairperson with the local Human Resources Department for resolution. Unresolved local issues may be referred to the National parties for further review.

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

8/28/23

~~Concur: Jimmy Settles~~

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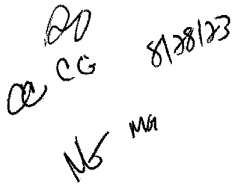
Concur: Chuck Browning



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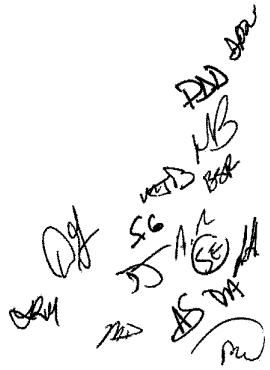

PLANT CLOSING AND SALE MORATORIUM

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Plant Closing and Sale Moratorium

During the ~~2019~~ **2023** bargaining, on many occasions, the Union expressed deep concern about the viability of plants and Parts, Supply and Logistics facilities, covered by the Ford-UAW Collective Bargaining Agreement. This will confirm that during the term of the new Collective Bargaining Agreement, which expires on ~~September 14, 2023~~ **April 30, 2028**, the Company will not close, nor partially or wholly sell, spin off, split off, consolidate, or otherwise dispose of in any form, beyond those which have already been identified, any plant, asset or business unit of any type, constituting a bargaining unit under the Agreement.

In making this commitment, it is understood that conditions may arise that are beyond the control of the Company, e.g., an Act of God, catastrophic circumstances, market related volume declines, or a significant economic crisis that could make compliance with this commitment impossible. Should such conditions occur the Company will review both the conditions and their impact on a particular location with the Union and consistent with our past practice, the Company will attempt to redeploy employees to other locations and, if necessary, utilize the appropriate job security provisions identified in the Collective Bargaining Agreement.

In the event the Company violates the commitment set forth in this letter, the dispute shall be handled in the same manner as a dispute under Art. VII, Sec. 23(a), and (d)-(f). This right shall not be limited to the closed facility.

~~Very truly yours,~~

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PLANT CLOSING AND SALE MORATORIUM

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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10/25/23

Plant Food Services-Employee Experience

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Plant Food Services-Employee Experience

During the course of 2023 Negotiations, the parties discussed the importance of having regular discussions regarding plant food services. It was agreed these discussions will be held twice a year for each manufacturing facility with representatives from Ford Land, the Plant Manager, HR Manager, and the UAW Chairperson or their designee for the term of the 2023 agreement.

The purpose of these discussions is to provide a forum for discussion and share input on information about upcoming food service improvements or changes, review employee feedback, and problem-solve potential solutions to address concerns or opportunities. Meetings can be cancelled by mutual agreement.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8/21/23 MG1

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08/18/23

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Browning**:

Subject: Plant Manufacturing Training and Learning Center Review

During ~~2019~~2023 negotiations, the parties had several discussions regarding the training of employees. The parties recognize that a well trained workforce can have a powerful impact on the fitness of plant operations. The parties agree that key elements for effective hourly workforce training would include:

- Operations centric focus - Technical, Functional & Cultural Elements
- Training delivery plan leveraging technology where appropriate
- Consideration of cost effective delivery alternatives
- Measurability
- Sufficient plant resources (facilities and equipment) to meet the needs of a modern workforce

The parties agree that existing and new training should meet the first four elements listed above. Furthermore, during the term of this agreement, the ~~Company~~**local training and development lead, in coordination with the appropriate UAW training lead,** will conduct ~~a~~ **an annual local joint** review of **the learning centers at their** ~~its~~ manufacturing facilities, to determine the sufficiency of local training resources **(e.g. computers, audio-visual equipment, etc.).** ~~and develop improvement plans for consideration by manufacturing leadership.~~ The results will be shared with the ~~Joint Governing Body.~~**local plant UAW and Ford leadership, who will review and discuss.**

8-17-23
8/17/23

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The Company will update or replace computers per the PC renewal process, and other training equipment as agreed to by plant leadership.

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

8-17-23

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08/16/23

PLANT START UP STABILITY

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Plant Start Up Stability

During the 2023 Negotiations, the parties discussed at length the importance of the Company's ability to efficiently start production in our plants. The parties agreed that within ninety (90) days post-ratification a joint team will meet to discuss ways to improve plant start-up efficiency.

It was mutually agreed that upon ratification the first hour staffing application will be eliminated as a result of this joint commitment to work on plant start up stability.

Additionally, it is understood that prior to any implementation of agreed upon processes tied to plant start up stability it must be mutually agreed by the Company and the UAW-Ford council.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

9/8/23 MG

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09/06/23

POWERHOUSE MEMORIAL

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Powerhouse Memorial

During the course of these negotiations, the Company and the Union discussed the importance of the Powerhouse Memorial at the Rouge Site. The Powerhouse Memorial was built to honor the six employees who lost their lives in this tragic event on February 1, 1999.

Given the importance of this memorial to the Union and the Company, the Company commits to properly clean and maintain the appearance of the Powerhouse Memorial befitting the legacy of those impacted by this event.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

8/18/23
MG

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08/16/23

PROFIT SHARING "COMPENSATED HOURS"

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Profit Sharing "Compensated Hours"

During these negotiations, the parties discussed the ability for an eligible hourly participant of the Profit Sharing Plan to view their "Compensated Hours".

Technology systems have improved significantly in recent years with enhanced capabilities that provide an employee greater access to payroll information. Among the capabilities anticipated upon implementation of future technology systems are for employee "Compensated Hours" as described in the Profit Sharing Plan to be viewable by employees. Barring any unforeseen circumstances where the capability to view "Compensated Hours" by employees is not possible, it is the Company's intent to fully implement this initiative no later than the fourth quarter of 2025.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

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09/13/23

PROFIT SHARING ELIGIBILITY FOR TEMPORARY FULL-TIME (FTF)

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Profit Sharing Eligibility for Temporary Full-Time (TFT)

The parties discussed situations in which TFT employees are working an extended period of time as it relates to the Ford Hourly Profit Sharing Plan.

Under certain circumstances as described above, TFT employees could be eligible for profit sharing through mutual agreement of the National parties.

Determination of eligibility will take place at the time the scope and duration of the work assignments are discussed.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Rory L. Gamble

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09/21/23

PROFIT SHARING - MEMORANDUM OF EXCEPTIONS TO SECTION 3

~~October 30, 2019~~
XX/XX/XXXX

Mr. ~~Rory L. Gamble~~ **Chuck Browning**
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gamble~~**Browning**:

Subject: Profit Sharing - Memorandum of Exceptions to Section 3

During these negotiations, with respect to the Profit Sharing Plan (the "Plan"), the parties discussed circumstances and performance issues that factor into the calculation of ~~NA~~ **Company Adjusted** EBIT Results. ~~NA~~ **Company Adjusted** EBIT as defined in the plan at I.6., is currently referred to as "~~North America~~ **Company Adjusted** EBIT" in the Company's reporting of its financial results. In these discussions, the Union and the Company reaffirmed the continuing importance of transparency and reliance on the amount of ~~North America~~ **Company Adjusted** EBIT as the amount reported to the SEC in a Form 10-K in administering the Plan.

The parties also agreed that companies routinely discuss earnings, including ~~North America~~ **Company Adjusted** EBIT performance, with financial analysts and investors, and identify particular events, circumstances, charges, or other factors impacting the reported performance. These discussions, by their nature, are not efforts to under-report, over-report, or mask the actual earnings performance and typically are used to explain the results or show that such events or costs are non-routine or non-recurring.

With respect to rare or infrequent issues with the value of the lower of $1 billion or 20% of ~~North America~~ **Company Adjusted** EBIT (but, in no case less than $500 million) per incident in a given Plan year, the Company acknowledged that it would continue to timely meet and review such issues with the Union. With respect to such items, the Union asked to meet and address any items regularly referenced in communications to financial analysts and investors, as filed on Form 8-K with the SEC, and where the Company interchanges ~~North America~~ **Company Adjusted** EBIT with such terms as "~~North America~~ **Company Adjusted** EBIT Excluding," or some other routinely referenced adjustment to ~~North America~~ **Company Adjusted** EBIT . If such meetings do not satisfy the Union's concerns regarding the amount used for calculating profits under the Plan, the parties may utilize the dispute resolution procedure set forth in Section (3) of the Agreement Concerning Profit Sharing. The parties agreed that the meetings

covered in this Memorandum are not intended to address special items excluded from ~~North America~~ **Company Adjusted** EBIT , other items such as restructuring costs, warranty/recall, strikes at suppliers, impact of foreign exchange, or elements that are routinely included in ~~North America~~ **Company Adjusted** EBIT (unless these items otherwise meet the criteria provided in this paragraph).

For purposes of clarification, the impartial person shall not have any authority to determine accounting policies or any adjustment made by the Company used in the computation of ~~North America~~ **Company Adjusted** EBIT or to change the dollar amount of ~~North America~~ **Company Adjusted** EBIT, except as applied to the Plan in accordance with the conditions provided in this Memorandum.

Very truly yours,

~~Bernie Swartout~~
~~Director~~
~~Compensation & Benefits~~

Kevin Legel,
Vice President
Labor Affairs

Concur: ~~Rory L. Gamble~~ **Chuck Browning**

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09/22/23

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PS & L STATIC RACK INSPECTION AND IMPROVEMENTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: PS & L Static Rack Inspection and Improvements

During the course of the ~~2015~~ **2023** Negotiations, the parties discussed performing biannual static rack inspections at PS & L locations. This task will be cascaded via the automated preventive maintenance (PM) system as a safety PM. An annual single point lesson will be developed jointly and delivered to employees to promote the importance of maintaining safe rack systems and reporting damage on an on-going basis. Repairs will be scheduled upon return of the inspection report. Rack repairs open greater than 90 days will be reviewed in the PS&L Safety Council (PSC) meeting.

Anti-push through technology will be installed in the High Cube Center (HCC) facilities. Additionally, **Anti-push through technology will be installed in all extended pallet locations during the term of the 2023 agreement. The Company reaffirms its commitment to install Anti-push through technology in** any new or existing facilities with changes or updates to static rack systems. ~~will be equipped with the same technology.~~

9/6/2023

~~Very truly yours,~~

~~Kevin Legel,~~
~~Director~~

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09/05/23

PS & L STATIC RACK INSPECTION AND IMPROVEMENTS

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

9/6/2023

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09/05/23

QUALITY INSPECTION AND REPAIR – POWERTRAIN OPERATIONS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Quality Inspection and Repair - Powertrain Operations

During these negotiations, the parties discussed the union's concerns related to powertrain quality inspections and repairs being performed by bargaining unit members rather than third party companies and suppliers.

The Company recognizes there is waste in the system with how we do inspections and the quality of our casting components. There are also defects that are not visible with incoming material, such as porosity, which is evident only after machining. The parties will work together to resolve issues that arise relative to these quality concerns and inspection and repair of those components.

Very truly yours,

Bryce Currie,
Vice President, Americas
Manufacturing and Labor Affairs

JH 9/20/23

cba4a/01590
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09/12/23

QUALITY SYSTEMS ACCESS AND DATA REQUEST

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Quality Systems Access and Data Request

As part of the settlement of the **2023** ~~2015~~ UAW-Ford National Agreement, the Local Unit Quality Representatives will be granted access to the following quality data bases:

- ISO 9000/14000 (as part of the Divisional Quality web sites)
- **GSAR (Global Systems for Analytics and Reporting)** ~~AWS (Analytical Warranty Systems)~~
- Corporate Quality Website, including FAPs (Ford Automotive Procedures) and BSAQ (Balanced Single Agenda for Quality)
- Consumer Driven 6 Sigma
- Divisional Quality Web sites
- All in-plant quality data bases at their location
- Launch Schedule, Manufacturing Production Schedule and Build Mix (if applicable) at their respective facility.

~~Very truly yours,~~

cba4a/00808
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08/09/23

QUALITY SYSTEMS ACCESS AND DATA REQUEST

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

8/11/23

cba4a/00808
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08/09/23

RECOVERY SUPPORT FOR MAINTAINING SOBRIETY WHEN RETURNING TO WORK FROM A SUBSTANCE USE DISORDER (SUD) – RELATED MEDICAL LEAVE

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD) - Related Medical Leave

During these negotiations, the Company and the Union discussed their firm commitment to helping employees affected by substance use disorders, maintain sobriety. In particular, the parties reviewed how to support employees returning to work from a substance use-related medical leave of absence.[1] 1

The parties agreed that those employees who relapse may jeopardize the safety of themselves and others. Also, these situations hamper the ability of the Company and the Union to meet today's challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.[2] 2

To address this problem, the parties agree to the following return to work progression for SUD-related medical leaves:

Process Steps: Employee Returns from a SUD-Related Medical Leave

Step 1. You may return from any SUD medical leave if you do the following:

a) Provide written evidence from the treating physician the employee has been cleared to return to work.
b) Provide written evidence of a completed Central Diagnostic and Referral (CDR) Agency assessment.
c) Pass a drug test administered by the Company Medical Services. If the employee fails this drug test, they will be placed back on a medical leave and referred to the CDR. Upon completion of recommended treatment and 3

ML 9-12-23

[1] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with modifications.
[2] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with modifications.

RECOVERY SUPPORT FOR MAINTAINING SOBRIETY WHEN RETURNING TO WORK FROM A SUBSTANCE USE DISORDER (SUD) – RELATED MEDICAL LEAVE

successful compliance with Step 1 a), b), and c) above, they will be returned to work. [3]

Step 2. The employee will be subject to random drug testing for twenty-four (24) months following their successful return to work.

a) If the employee does not test positive in a 24-month period, the program ends.

b) If the employee subsequently tests positive on a random drug test, the employee will not be allowed to continue to work and will be placed on medical leave. They must successfully complete Step 1 a), b) and c) above before they will be returned to work.[4] 4

Step 3. Upon the third positive test:

a) The employee will not be allowed to continue to work and will be placed on medical leave. They must successfully complete Step 1 a), b) and c) above before they will be returned to work, the employee's random drug testing will be extended an additional 12 months. 5

b) The employee will be notified that the next positive test will result in termination.[5]

Step 4. If an employee has a combination of 4 positive test results (positive return from medical leave tests, positive random test, positive DOT tests, and positive "for cause" tests), while in the third step of this program, they will be coded as a termination "Quit - Failure to Meet Conditions of Employment - Substance Abuse" and lose all seniority with the Company. [6] 6

The following apply to all Steps in this process:

1. Drug testing will continue to be conducted in accordance with established Company practice, and the reason for conducting the test and the test results will be strictly confidential and will be made known only to the employee, Ford Medical Office, the 7

M 9-12-23

[3] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs", with modifications.
[4] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs", with modifications.
[5] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs", with modifications.
[6] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with one modification.

RECOVERY SUPPORT FOR MAINTAINING SOBRIETY WHEN RETURNING TO WORK FROM A SUBSTANCE USE DISORDER (SUD) – RELATED MEDICAL LEAVE

Central Diagnostic and Referral Agency, and Human Resources personnel having a business reason to know. [7]

2. The decision as to when an employee must have such a drug test will be made by Medical Services/Human Resources, and will not be a supervisory determination. [8] 8
3. Random drug testing within the twenty-four (24) month period or twelve (12) month period following the third positive test, will be conducted no more frequently than six times in any twelve-month period. [9] 9
4. Positive tests results will include positive for illegal drugs or unauthorized prescription drugs, (including positive return from medical leave tests, positive 24-month tests, and positive DOT required drug tests but excluding positive "for cause" drug tests before the 3rd positive test). [4] 4
5. Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Letter of Understanding will be treated as though the employee had tested positive. [10] 10
6. During the 24-month testing period and/or the 12-month month period following the third positive test, all time off work including layoff, medical leave, discipline or personal leave will extend the length of the 24-month testing period and/or twelve (12) month period following the third positive test by an identical number of work days. [11] 11
7. A positive test when attempting to return counts towards the total of 4 positive tests within a 24-month or extended 12-month period.
8. Employees who are under the program and subsequently tested "for cause" are subject to the local discipline/discharge procedures and do not follow this process, unless they are in Step 3 of the program.

[7] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with no modifications.
[8] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with modifications.
[9] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with modifications.
[4] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with modifications.
[10] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with no modifications.
[11] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with no modifications.

RECOVERY SUPPORT FOR MAINTAINING SOBRIETY WHEN RETURNING TO WORK FROM A SUBSTANCE USE DISORDER (SUD) – RELATED MEDICAL LEAVE

Employees affected by the above provisions would continue to be subject to the same standards of p[12]erformance and conduct expected of any other employee.[12] 12

Disputes as to the Company's failure to observe the procedure requirements of these provisions are subject to the regular grievance procedure.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

Concur: Chuck Browning

MG 9.12-23

[12] Moved language from LOU "Return to Work from Substance Abuse Related Medical Leave – Illegal Drugs and Unauthorized Prescription Drugs" with no modifications.

RELIEF PERSONS DURING LUNCH PERIOD

~~December 7, 1970~~ **XX/XX/XXXX**

Mr. ~~Ken Bannon~~ **Chuck Browning**,
Vice President **and Director** ~~International Union, UAW~~
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Bannon~~ **Browning**:

Subject: Relief Persons During Lunch Period

During the current negotiations the Union has raised some questions regarding the schedules for relief ~~men~~ **persons** in the car and truck assembly plants.

It is the policy of the Company that the relief ~~men~~ **persons** in the car and truck assembly plants are not required to take personal relief during the lunch period of the employees they relieve except in emergency situations.

Very truly yours,

~~SIDNEY P. McKENNA, Director~~
~~Labor Affairs Office~~
~~Labor Relations Staff~~
Scott Britton,
Executive Director
U.S. Labor Affairs

9/7/2023

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09/05/23

REPAIR WORK – MANUFACTURING FACILITIES

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Repair Work – Manufacturing Facilities

During these negotiations, the parties discussed the union's concerns related to vehicle repair work being performed by third party companies (e.g., Roush and TDM) rather than bargaining unit members within our manufacturing plants.

We understand the union's concerns and affirm our commitment that prior to work being sent to a third party, the Company will provide advance notification of the work plan and discuss opportunities with the local leadership for the bargaining unit to perform the work prior to sending to a third party.

Very truly yours,

Bryce Currie,
Vice President, Americas
Manufacturing and Labor Affairs

JH 9/18/23

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09/14/23

REPAYMENT OF TRA-RELATED SUB OVERPAYMENTS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Repayment of TRA-related SUB Overpayments

This will confirm an understanding between the Company and the Union with respect to the repayment of TRA-related SUB overpayments.

The parties have agreed the SUB overpayment recovery provisions in Article II, Section 4 (b) of the SUB Plan shall be modified for the term of the 1999 Agreement. The modified provision shall provide that if an Employee fails to return a TRA-related overpayment promptly, the Company shall recover the amount of overpayment by making a deduction from any future SUB Benefit (not to exceed an amount equal to one-half of any one Benefit, up to a maximum of $50) or Separation Payment otherwise payable to the Employee or by making a deduction from compensation payable by the Company to such Employee (not to exceed $50 from any one paycheck), or both.

This modification of Article II, Section 4 (b) is applicable only to TRA-related SUB overpayments. All SUB overpayments from other causes will continue to be subject to the recovery provisions of the ~~1999~~ Ford-UAW SUB Plan.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~
Laura Swartzmiller,
Vice President
Total Rewards

9/6/23

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

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08/25/23

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REPORTING HARASSMENT OR RETALIATION IN THE WORKPLACE

October 30, 2019

Mr. Roxy L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Reporting Harassment or Retaliation in the Workplace

During the 2019 negotiations the parties discussed the importance of preventing all forms of harassment, discrimination and retaliation in the workplace, as well as, the importance of reporting such violations. If employees feel they are being harassed or retaliated against in violation of Company policy, or they observe someone being subjected to such conduct, they are strongly encouraged to report this as soon as possible.[1]

1

The parties discussed the importance of employees having access to information regarding the Company's Corporate Anti-Harassment Policy and resources for reporting violations of that policy. The parties agreed to provide web based access to information[2] including, definitions and examples of harassment and retaliation, responsibilities of employees and managers, complaint procedure, and penalties for harassment and retaliation. Web based access to information and reporting mechanisms will be available to employees within 90 days of ratification. Methods of reporting may change during the terms of this agreement as the Company investigates new technologies to assist with the reporting process

2

ML 8-31-23

Very truly yours,

Kevin Legel,
Director
U.S. Labor Affairs

[1] Moved to Vol. 4a, Communications for Harassment, Discrimination, and Retaliation – Policies and Reporting
[2] Moved to Vol. 4a, Communications for Harassment, Discrimination, and Retaliation – Policies and Reporting, with edits.

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08/31/23

~~REPORTING HARASSMENT OR RETALIATION IN THE WORKPLACE~~

~~Concur: Rory L. Gamble~~

8-31-23

8-31-23

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08/31/23

REPRESENTATION ADJUSTMENT FOR RESTRUCTURING

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Representation Adjustment for Restructuring

During the course of ~~2007~~ **2023** negotiations, the parties discussed the impact that the Company's restructuring is having on the Union's ability to deliver critical support and representation for its membership. This issue is particularly acute in the areas of Benefits, Health & Safety and elected representation.

The Union emphasized the impact this issue is having at manufacturing Units whose population has or will drop below the 600-employee threshold, whereby full-time appointed representatives would be reduced in accordance with the provisions of Article VI of the Collective Bargaining Agreement (CBA). In recognition of these concerns, the Company agrees to allow bargaining Units whose population has fallen below 600 employees, but remains above 399 employees the right to combine their two part- time elected committeepersons into one full-time position. Additionally, these same Units have the authorization to retain one of their representatives that normally would have been reduced when the employee threshold fell below 600 employees. This position will be authorized and recognized upon request from the local union. The Units, with population between 400 and 599 employees, that elect to retain one of their representatives, as authorized by this letter, will be required to eliminate all of their Employee Resource Coordinators through attrition. This agreement is not applicable to Units that have local agreements to provide incremental representation.

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08/29/23

REPRESENTATION ADJUSTMENT FOR RESTRUCTURING

Similar concerns were discussed for manufacturing locations with unit populations between 400 and 500 employees. For the term of the 2023 Agreement, units with populations between 400 and 500 employees (excluding locations from Volume I, Article VI, Section 6) at manufacturing locations may request one (1) incremental representative. Requests will require supporting rationale to be reviewed by U.S. Union Affairs and the National Ford Department.

Any Unit impacted by this letter may also choose to realign their authorized appointed representation to better serve the membership's needs, e.g., a full-time Job Security Representative could be converted to an equivalent full-time Appointed Representative. It is understood that any conversion would require written notification to Labor Affairs Staff and appointment of the candidate by the Vice President and Director of the UAW, National Ford Department.

It was also recognized that future market conditions could result in some of the identified Units increasing their population above the minimum threshold for appointed representatives. If any of the designated Units increase their respective population above the 600- employee threshold, this provision will no longer be applicable and the rules and timing governing the addition of Union representatives outlined in Article VI of the CBA will apply. Conversely, should the represented population fall below 400 employees, the retained representative would be removed in accordance with the rules established in Article VI of the CBA. Prior to implementation of this agreement, the representation structure of each Unit with population between 400 and 599 employees should be at the authorized level.

Very truly yours,

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Bob King~~ Concur:Chuck Browning

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08/29/23

REPRESENTATION FOR FCSD LOCATIONS WITH
POPULATIONS LESS THAN 150

~~September 15, 2003~~

~~Mr. Gerald D. Bantom~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Bantom:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Representation for FCSD Locations with Populations Less Than 150

During the course of these negotiations, the parties discussed various union concerns about representation at FCSD locations with populations less than 150.

The new language in Article VI, Section 3(a) and (b) resolves those issues. Further, the parties recognize that FCSD locations are excluded from the provisions of the Letter of Understanding entitled; "Representation," ~~dated October 7, 1990, from Jack Hall to Ernest Lofton~~ until the population reaches 150. Should the population of a FCSD location reach 150, the provisions of the aforementioned letter will apply.

~~Very truly yours,~~

~~RICK E. POYNTER, Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~

Very truly yours,

Johanna Shea,
Senior Director
U.S. Union Affairs

~~Concur: Gerald D. Bantom~~ **Concur:Chuck Browning**

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08/18/23

RETIREE TUITION ASSISTANCE PLAN

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Retiree Tuition Assistance Plan

This will confirm the understanding reached during the ~~2019~~ **2023** negotiations that a Retiree Tuition Assistance Plan (including Personal Development Assistance) for retired UAW-represented Ford employees shall be continued and funded under the Education, Development and Training Program **(EDTP)** **Voluntary Employees' Beneficiary Association (VEBA) Joint Trust**. The program provides up to $2,000 per calendar year per retiree for the prepayment of tuition and compulsory fees for approved courses.

Retirees would be eligible, on a space available basis, to take classes approved on-site at the plant, local Union hall or other approved program delivery sites. The courses offered to retirees must be those that are available to the active work force. **In addition, retirees may use their full benefit** ~~In cases where both the Ford facility and the local Union hall are closed and no other UAW-Ford represented locations exist in the area, retirees would then be allowed to attend classes at a college or university approved by the National Programs Center. Also, in the event the retiree relocates and no local Ford facility or Union hall is available, the retiree would then be allowed~~ to attend classes at approved colleges or universities. This includes approved courses leading to credits or degrees at approved educational institutions, or courses included in a special range of approved competency based courses, including non-credit and non-degree courses or activities. ~~Additionally, retirees residing near an existing Ford facility or Local Union hall may use one half of their benefit ($1000 per calendar year) to attend~~

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08/17/23

RETIREE TUITION ASSISTANCE PLAN

~~classes at colleges or universities approved by the National Programs Center.~~

The plan will be administered by the UAW-Ford ~~National Programs Center~~VEBA. The ~~National Programs Center~~ VEBA Joint Governing Body has the authority and discretion to interpret the terms of the plan including, but not limited to, school and course approval, location of courses and program guidelines.

In addition, the Grievance Procedure set forth in Article VII of the Collective Bargaining Agreement has no application to or jurisdiction over any matter related to this joint program.

~~Very truly yours,~~

~~Bill Rooney,~~
~~Manager~~
~~Union Relations~~
Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

M 8-21-23

8-21-23

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a02
08/17/23

RETIREMENT SERVICE CREDITS FOR
EMPLOYEES ELECTED TO FULL-TIME PUBLIC OFFICE

~~September 15, 2003~~ XX/XX/XXXX

Mr. Chuck Browning ~~Gerald D. Bantom~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning~~Bantom~~:

Subject: Retirement Service Credits for Employees Elected to Full-Time Public Office

During these negotiations, the Company and the Union discussed the earning of retirement service credits for a seniority employee who is elected to full-time public office. Such employees currently would be eligible for Public Office Leaves of Absence provided for under Volume I, Article VIII, Section 31.

Accordingly, we agreed that up to forty (40) hours per week of credited service under the Ford-UAW Retirement Plan shall be credited to an employee who is on an approved leave of absence in order to fulfill the obligation of an elected representative holding a full-time State or Federal public office, listed on the Attachment, and who is subsequently reinstated with seniority credit under the Collective Bargaining Agreement for the period of such service provided that:

- The employee commencing the leave of absence is an active employee who has not otherwise incurred a break in his/her seniority.
- Credited service shall be limited to the length of two (2) terms in office, but no more than eight (8) years total credited service, and shall be limited to one (1) such leave during the term of employment.

Very truly yours,

Laura Swartzmiller,
Vice President, Total Rewards
~~LBE MBZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~

Concur: Chuck Browning ~~Gerald D. Bantom~~

Attachment

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08/31/23

RETIREMENT SERVICE CREDITS FOR
EMPLOYEES ELECTED TO FULL-TIME PUBLIC OFFICE

ATTACHMENT

Eligible Elected State or Federal Representatives Holding Public Office

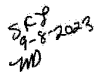
State:

Governor
Lt.Governor
Attorney General
Auditor
Treasurer
Secretary of State
Legislator
Judge*

Federal:

President
Vice President
Member of Congress
Judge*

***including appointed**



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08/31/23

RETURN TO BASIC UNIT – APPENDIX O
ADMINISTRATIVE GUIDELINES

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~6000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Return To Basic Unit – Appendix O Administrative Guidelines

During these negotiations, the parties discussed the need to align the current business environment with the cost of administering Appendix O, Return to Basic Unit. To this end, the parties emphasized the following:

- Return to Basic Unit Rights shall be defined as the following:

  - Employees eligible for Return to Basic Unit Rights are those employees who transfer under the terms of the 2011, 2015, ~~and~~ 2019 **and 2023** Agreements.

  - Active Employees transferring to another in-zone facility on a voluntary basis for a permanent job opportunity shall terminate all seniority to any prior locations.

  - Employees transferring to another in-zone facility as a result of a mandatory placement action will maintain their Basic Unit rights.

  - Employees transferring to an out-of-zone facility who did not take the enhanced relocation option, shall maintain their Basic Unit rights.

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RETURN TO BASIC UNIT – APPENDIX O
ADMINISTRATIVE GUIDELINES

- Appendix O clearly states that each facility will maintain an applicant listing for use by the local parties. Local Job Security, Operational Effectiveness and Sourcing Committees (LJSOESC) should be monitoring Return Home activities.

- The local Hourly Personnel Office at sending locations should be notifying employees of their respective return home rights prior to an employee's departure.

- Prior to hiring, the Human Resources Office must review its RTBU list, and offer opportunities to eligible employees.

- Eligible employees (in-zone mandatory placement, or out-of-zone transfers) have a six-month waiting period before they can be offered a return home opportunity.

- In order to conduct proper Return to Basic Unit surveys, sending locations must develop a list of all employees who were preferentially placed from their location:

  - laid off,

  - employees with Article VIII, Section 1(b) rights.

Receiving locations must develop a list of employees being transferred into their location, complete with name, ~~social security number~~, global ID, Ford Service Date, accession date and name of employees' basic unit. The list excludes employees moved under Enhanced Moving Allowance (Article IX.,28(b)(1)) the Special Transfer Incentive, and those who voluntarily transferred to a permanent job opportunity in-zone.

- Acceptance or refusal of Appendix O opportunities must be documented on the Return To Basic Unit Offer Confirmation Form and disseminated as indicated on the bottom of the form as soon as practicable.

- All forms are to be dated and accurate files maintained.

- Employees are to be provided copies of their applications and refusals.

- Employees on medical leave (less than 90 days) are active employees, and thus are eligible for Appendix O rights.

- If unique situations involving the six-month Return Home provision arise, the national parties may review those situations and, if appropriate, provide a deviation to the application of the six-month waiting period.

RETURN TO BASIC UNIT – APPENDIX O
ADMINISTRATIVE GUIDELINES

- Closed Plant Return to Area is administered by the Employment Security Programs Office.
- Questions concerning apprentices should be directed to the Joint National Apprenticeship Committee.

Very truly yours,

~~Kevin Legel,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

cba4a/00772/3
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09/01/23

~~RETURN TO WORK FROM SUBSTANCE ABUSE RELATED MEDICAL LEAVE — ILLEGAL DRUGS AND UNAUTHORIZED PRESCRIPTION DRUGS~~

~~September 16, 1996~~

~~Mr. Ernest Lofton~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Lofton:~~

~~Subject: Return to Work from Substance Abuse Related Medical Leave — Illegal Drugs and Unauthorized Prescription Drugs~~

~~During these negotiations, the Company and the Union discussed their firm commitment to helping employees who are affected by substance abuse problems. In particular, the parties reviewed circumstances pertaining to an employee returning to work from a substance abuse related medical leave of absence who is still using illegal drugs or unauthorized prescription drugs.~~ [1] 1

~~The parties agreed that permitting such an employee to return to the workplace jeopardizes the employee's safety and the safety of fellow employees. It also hampers the ability of the Company and the Union to meet today's challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.~~ [2] 2

~~To address this problem, the parties agreed:~~

- ~~Drug testing will be included as part of physical examinations for each employee returning to work from a first* substance abuse related medical leave for treatment of illegal drugs or unauthorized prescription drug use or dependency. For purposes of this letter, only medical leaves occurring after the effective date of the 1996 Agreement, September 30, 1996, will be considered.~~

- ~~Drug testing will be conducted in accordance with established Company practice, and the reason for conducting the test and the test results will be strictly confidential and will be made known~~ 7

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[1] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave" with modifications.

[2] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.

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09/08/23

~~RETURN TO WORK FROM SUBSTANCE ABUSE RELATED MEDICAL LEAVE -- ILLEGAL DRUGS AND UNAUTHORIZED PRESCRIPTION DRUGS~~

* ~~Employees will be required to complete Central Diagnostic and Referral Agency assessment and pass a drug test administered by the Company Medical Services before returning to work from a first medical leave for treatment of illegal drugs and/or unauthorized prescription drug use or dependency.~~

~~only to the employee, the Central Diagnostic and Referral Agency, and Human Resources personnel having a business reason to know.~~

* ~~An individual who tests positive for illegal drugs or unauthorized prescription drugs will not return to work from such a medical leave except under conditions set forth below.~~

  - ~~To facilitate recovery, the employee will be referred to the Central Diagnostic and Referral Agency for assessment and/or follow up.~~ 3

  - ~~Upon meeting the objectives of the prescribed course of treatment, if any, and presentation to the Company of acceptable written evidence of having completed assessment, and a negative drug test, the employee, if otherwise eligible, may return to work.~~ [1]

  - ~~The employee will be subject to drug testing for the following twenty four (24) months. (Such testing will be conducted no more frequently than six times in any twelve month period.)~~ 9

  - ~~The decision as to when an employee must have such a drug test will be made by Medical Services/Human Resources, and will not be a supervisory determination.~~ 8

  - ~~If the employee subsequently tests positive for illegal drugs or unauthorized prescription drugs, (including positive return from medical leave tests, positive 24 month tests, and positive DOT required drug tests but excluding positive "for cause" drug tests), the employee will not be allowed to continue work and will be placed on medical leave.~~ [2] 4

  - ~~Criteria for returning to work following this subsequent medical leave will be as described above.~~

ML 9-12-23

[3] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.

[4] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.

~~RETURN TO WORK FROM SUBSTANCE ABUSE RELATED MEDICAL LEAVE – ILLEGAL DRUGS AND UNAUTHORIZED PRESCRIPTION DRUGS~~

- ~~The Letter of Understanding, Employee Support Services Program, reads in part: "Employees with alcoholism, drug dependency, emotional or personal problems will be able to seek help voluntarily without having to be concerned that their employment status will be affected because they have sought help for such problems." This provision notwithstanding:~~

  ~~Any employee who has three positive drug tests within any three-year period, including positive return from medical leave tests, positive 24-month tests, and positive DOT required tests, but excluding positive "for cause" drug tests, may return to work after the third positive test only if, in addition to meeting the criteria specified above, that employee agrees to a twelve-month waiver.~~ 10

  ~~This waiver will require the following:~~

  ~~(1) Drug testing during the period of the waiver.~~

  ~~(2) Termination upon a positive drug test result, including positive return from medical leave tests, positive 24-month tests, positive DOT tests, and positive "for cause" tests.~~

  ~~(3) No access to the Grievance Procedure to protest the reasonableness of any penalty, including discharge, as the result of a positive test for illegal drugs or unauthorized prescription drugs during the twelve-month period.~~ [5] 5

  ~~(4) Other terms and conditions of the waiver may be determined locally by the Company and the Union.~~

M-9-12-23

- ~~During the 24-month testing period and/or the period of the 12-month waiver, all time off work due to layoff, medical leave or personal leave will extend the length of the 24-month testing period and/or the period of the 12-month waiver by an identical number of work days.~~ 12

- ~~An employee attempting to return to work from a medical leave for illegal drugs or unauthorized prescription drug use or dependency who incurs four consecutive positive drug~~ 6

[5] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave" with slight modifications.

~~RETURN TO WORK FROM SUBSTANCE ABUSE RELATED MEDICAL LEAVE -- ILLEGAL DRUGS AND UNAUTHORIZED PRESCRIPTION DRUGS~~

~~test results will be terminated as a "Quit -- Failure to Meet Conditions of Employment -- Substance Abuse."~~ [6]

- ~~Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Letter of Understanding will be treated as though the employee had tested positive.~~ 11

~~Employees affected by the above provisions would continue to be subject to the same standards of performance and conduct expected of any other employee.~~ 13

~~Very truly yours,~~

~~JAMES TUCKER, JR., Director~~
~~Joint Programs~~
~~Labor Affairs~~

~~Concur: Ernest Lofton~~

9-12-23

[6] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.
[7] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.
[8] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", no modifications.
[9] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.
[10] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", with modifications.
[11] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", no modifications.
[12] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", no modifications.
[13] Moved language to new LOU "Recovery Support for Maintaining Sobriety when Returning to Work from a Substance Use Disorder (SUD)-Related Medical Leave", no modifications.

cba4a/00065/4
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09/08/23

Romeo Engine Plant Closure – Employee Recall

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Romeo Engine Plant Closure - Employee Recall

During these 2023 negotiations, the parties discussed former Romeo Engine Plant employees being able to return to their former location in the event operations are restored at a later date. In the event Ford reopens the Romeo Engine Plant, the Company's Labor Affairs Office and the UAW's National Ford Department will meet to discuss the most efficient and fair manner to recall former employees. These discussions would be limited to any active employee who was a former Romeo Engine Plant employee who transferred during the 2019 UAW-Ford CBA.

This Letter of Understanding does not in any way replace the preferential placement, Return to Basic Unit arrangements contained in Appendix N or Appendix O of this agreement. The parties recognize that this new understanding has complex administrative implications. Accordingly, claims of violations of this agreement are not subject to the grievance procedure in Article VII. Instead, issues will be resolved through the Appeal procedure to the National Job Security, Operational Effectiveness and Sourcing Committee as set forth within Appendix M of the 2023 UAW-Ford CBA.

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

cba4a/01570
a
08/18/23

SAFETY STANDARDS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

~~Dear Mr. Gamble:~~

Subject: Safety Standards

During the 2019 negotiations, the parties discussed further opportunities to collaborate on company standards to leverage the strengths and input of the NJCHS. The following will ensure this collaboration is maximized.

- Newly created or revised FAS08 standards will include a robust implementation plan which will be shared with the NJCHS prior to publication. The FAP 001 will be rewritten to define the requirements for this implementation plan.
- The NJCHS will continue to be given the opportunity to comment on new and major rewrites of the company's FAS08 safety standards, including the energy policy letter.
  - When deviations to company standards are being considered, they will be reviewed in the existing joint forum prior to implementation. Examples include: PMHV core team, Combustion core team.
- Where available and applicable, external consensus standards will be referenced and utilized to ensure the highest level of protection for our employees. Company standards will be developed when higher levels of protection are required.
- The company will continue to use the Global Construction Specification 01100 and Global Service Contractor Safety Specification 01101, to ensure contractor activities follow applicable standards.
- The NJCHS will be notified by the jointly identified organizations**, such as VOME,PTOME and Ford Land** of the intent to create or revise standards to assess and positively influence the impact on health, safety, and ergonomics.

The Company will continue to work with the NJCHS to improve safety in our facilities and grow the effectiveness of the Joint partnership.

cba4a/01474/1
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08/16/23

SAFETY STANDARDS

Kevin Legel,
Director
U.S. Labor Affairs

8/18/23

cba4a/01474/2
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08/16/23

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SAFETY SUMMIT

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Safety Summit

During 2023 negotiations, the parties discussed the need to understand future advancements in technology and its potential impacts to safety in the workplace. The Company agreed to collaborate with the UAW, GM and Stellantis to discuss establishing a joint safety summit. Summit attendees may include representatives from the United Auto Workers (UAW) Solidarity House safety staff, Joint Health and Safety Staffs for UAW-Stellantis, UAW-GM, UAW-Ford and participants from Stellantis, GM and Ford's Corporate Safety staffs.

During these safety summits, appropriate time will be set aside to discuss safety in the workplace, review common health and safety concerns and collaborate on best practices. The lessons learned from these collaborations can be used by the companies to re-evaluate their training programs and identify needed changes.

The UAW-Ford National Joint Committee on Health and Safety (NJCHS) and Ford Motor Company will meet within 180 days of ratification to discuss when they will host one local joint safety summit during the term of the 2023 contract, provided that GM and Stellantis concur with this concept.

9/6/2023

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

Concur: Chuck Browning

cba4a/01581
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09/05/23

SALE OF OPERATIONS

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Sale of Operations

During these negotiations, the Union requested the Company to agree that any sale of an operation on an ongoing basis would require the buyer to assume the ~~2019~~ **2023** Collective Bargaining Agreement. We agree to do so in the case of any such sale during the term of the ~~2019~~ **2023** Collective Bargaining Agreement.

~~Very truly yours,~~

~~Kevin Legel~~
~~Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Kevin Legel
Vice President
Labor Affairs

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

cba4a/00067
b02
09/12/23

JT 10/10/23

SATURDAY EXCUSED ABSENCE ALLOWANCE REQUESTS

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Saturday Excused Absence Allowance Requests

During these negotiations, the Union expressed concern regarding employees not being provided the opportunity to request payment of Excused Absence Allowance entitlement when the employee is pre-excused by management from working a scheduled Saturday overtime shift.

The parties recognized the need to run production operations efficiently and agreed that excessive absenteeism adversely impacts the Company in terms of product quality, operating costs, efficiency of operations and employee morale and places an unfair burden on those employees who regularly work as scheduled.

The parties agreed that an employee who is scheduled to work a Saturday overtime shift and who, in advance of that Saturday shift, is pre-excused by management from working such shift, may receive payment of Excused Absence Allowance for such pre-excused shift, only at the employee's request.

If such request is granted, an eligible employee will be paid for eight

hours (or the balance of unused Excused Absence Allowance hours if the balance is less than eight (8) hours) at the employee's straight time base hourly rate inclusive of applicable cost-of-living allowance and shift premium but exclusive of overtime premium.

Very truly yours,

ROBERT W. CLARK, Director
Labor Affairs Planning
Labor Affairs

9/28/07

cba4a/00721
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08/11/23

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: SECURE Act 2.0 Provisions

During these negotiations, the parties discussed the impact of the SECURE Act 2.0 legislation passed on December 29, 2022 (the "Act").

Many provisions of the Act are already implemented or in the process of implementation. However, the Act included many optional provisions that will require additional feasibility studies, understanding of the impact on employee retirement readiness, and discussion of the acceptability of that impact before implementation can be agreed upon.

The parties agree to review and discuss the following provisions of the Act during the course of this 2023 Agreement:

- Section 115. This provision allows plan sponsors to offer distributions for emergency expenses with an exception to the 10% early withdrawal penalty. Up to one $1,000 emergency distribution would be allowed annually, with requirements for payback if taken more often than once every three years.

- Section 127. This provision allows plan sponsors to offer an emergency savings account option as part of employee Roth accounts. The account is capped at $2,500 of employee contributions.

- Section 331. This provision allows plan sponsors to permit up to $22,000 to be withdrawn from employee retirement accounts for hardships caused by a Federally declared disaster, free of the 10% early withdrawal penalty. Individuals are required to demonstrate they were impacted by financial hardship during a disaster.

The descriptions above are only intended to help summarize the discussion items. In the event of any discrepancies with the provisions of the Act, corresponding Regulations, or agency interpretations, they shall control.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

10/26/23

cba4b/01512/1
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10/25/23

SECURE ACT 2.0 PROVISIONS

Concur: Chuck Browning

10/26/23

cba4b/01512/2
a01
10/25/23

SENDING OF ARTICLE VIII, SECTION 5(4)NOTICES -
EXPIRED MEDICAL LEAVES OF ABSENCE

~~November 3, 2007~~

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Sending of Article VIII, Section 5(4) Notices - Expired Medical Leaves of Absence

This is to advise you of the Company policy concerning the sending of Article VIII, Section 5(4) Notices to certain employees.

- The following procedures will be followed in sending Article VIII, 5(4) notices to employees, at the time of the expiration of a Conditional Medical Leave of Absence, which has been initially issued for, or extended to, the maximum duration of ninety (90) days because Company procedures require the removal of the employees from the active employment roll:
  - Notify employees of the expiration of the ninety (90) day leave period and request information as to their status by sending the attached form letter (Attachment I).
  - Send the letter at least ten (10) ~~working~~ **business** days (excluding Saturdays, Sundays, and holidays) prior to sending an Article VIII, 5(4) notice.
  - Consult with the ~~plant physician~~ **disability provider** concerning the employee's medical status prior to sending the letter to any employee.

cba4a/00068/1

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08/24/23

SENDING OF ARTICLE VIII, SECTION 5(4)NOTICES - EXPIRED MEDICAL LEAVES OF ABSENCE

- Do not send Article VIII, 5(4) notices in cases when the plant physician has personal knowledge or sufficient medical evidence to determine that the employee's absence will exceed ninety (90) days.

- The following procedures will be followed prior to sending Article VIII, Section 5(4) notices to an employee removed from the active employment roll as Medical Leave of Absence Expired because the employee's absence for medical reasons exceeded the maximum duration of ninety (90) days:

  - Use the attached form letter (Attachment II) to specify the employee's employment status and to request information as to the present status of the employee's illness or disability.

  - Send the letter at least ten (10) ~~working~~ **business** days (excluding Saturdays, Sundays, and holidays) prior to sending an Article VIII-5(4) notice.

  - Consult the ~~plant physician~~ **disability provider** with respect to the employee's medical status prior to sending the form letter to the employee.

  - Send the form letter to the employee by regular mail if, in the ~~plant physician's~~ **disability provider's** opinion, the employee should be capable of returning to work.

  - If the employee does not respond to the form letter within ~~ten (10)~~ **fifteen (15)** working days (excluding Saturdays, Sundays, and holidays), an Article VIII-5(4) notice may be sent by certified mail with return receipt.

  - Do not send an Article VIII-5(4) notice in cases when the plant physician has personal knowledge or sufficient medical evidence to determine that the employee's continued absence is justified medically.

These procedures are to be followed prior to sending an Article VIII-5(4) notice on each occasion when, in the ~~plant physician's~~ **disability provider's** opinion, the

employee on Medical Leave of Absence Expired status should be able to return to work.

- The removal of employees from the active employment roll and their placement on the inactive employment roll, after the expiration of the ninety-day leave period, does not obviate their responsibility to return to work as soon as medically possible with satisfactory medical evidence to justify the entire period of their absence.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: Chuck Browning

Note: This letter replaces the following letters:
- Sending of Article VIII, Section 5(4) Notices - Expired Medical Leaves of Absence, September 15, 1993
- Sending of Notice-Expired Medical Leaves, October 5, 1976
- Article VIII, Section 5(4) - Notice to Report, October 7, 1990

cba4a/00068/3

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08/24/23

SENDING OF ARTICLE VIII, SECTION 5(4)NOTICES -
EXPIRED MEDICAL LEAVES OF ABSENCE

ATTACHMENT I

Dear_____,

The records of the_____ Plant indicate that your 90th day of Medical Leave of Absence is ~~will expire~~ ~~on~~ _____. According to Company administrative procedures, if you are not able to return to work ~~by~~ _____, you will be removed from the active employment roll, and you will be carried on the Company's inactive employment roll. This administrative procedure will not in any way affect your seniority or your benefits as long as you respond to Company notices when required and provide us, upon your return to work, with satisfactory medical evidence to justify your absence.

If your medical leave status is current and up-to-date with the disability provider, there is no further action required at this time. However, if your medical leave has already expired, please contact the disability provider immediately to ensure your status is updated.

~~We would at this time, however, appreciate being advised of the current status of your illness (or disability). This can be done by: (1) reporting in person to the Plant Physician for an examination; (2) by mailing to the Company the enclosed form which should be filled out by your personal physician; or (3) by telephoning the employment office at _____ and advising the Company of your condition. If you phone, be sure to request a call-in code number.~~

We sincerely hope that you experience an early recovery and will soon be returning to work.

8/28/23

cba4a/00068/4

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08/24/23

SENDING OF ARTICLE VIII, SECTION 5(4)NOTICES -
EXPIRED MEDICAL LEAVES OF ABSENCE

ATTACHMENT II

Dear_____,

The records of the _____Plant indicate that your ninety-day Medical Leave of Absence expired on_____ and according to Company administrative procedures, you were removed from the Company's active employment roll and have been carried on the Company's inactive employment roll.

~~We would at this time appreciate being advised~~ **At this time, you are required to contact the disability provider to update ~~of~~** the ~~current~~ status of your illness (or disability). ~~This can be done by (1) reporting in person to the plant physician for an examination; (2) mailing to the Company the enclosed form which should be filled out by your personal physician; or (3) by telephoning the employment office at_____ and advising the Company of your condition. If you phone, be sure to request a call in code number.~~

You are reminded of the necessity when you return to work to provide us with satisfactory evidence to justify your absence.

We sincerely hope that you experience an early recovery and will soon be returning to work.

cba4a/00068/5

b

08/24/23

SHORT-TERM MILITARY DUTY PAY-PERSONAL LEAVE
DURING VACATION SHUTDOWN PERIOD

October 4, 1979

Mr. Ken Bannon, Vice President
Director National Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

Subject: Short-Term Military Duty Pay-Personal Leave During Vacation Shutdown Period

During the current negotiations, the parties discussed situations where an employee is required to perform annual military training duty during all or part of a plant vacation shutdown. In such situations, the employee receives vacation pay for which he is eligible, unreduced by military earnings.

During these discussions, the Company indicated its intention to make available to employees who would otherwise have been eligible to receive short-term military duty pay (except that for such vacation shutdown period they were not scheduled to work), a personal leave of absence of such duration not to exceed the employee's vacation entitlement, or the period of annual military training duty, whichever is lesser. Such personal leave of absence must be taken within the employee's current vacation eligibility period and will be issued upon presentation of evidence of having performed military training duty, pursuant to the provisions of Article VIII, Section 29(a) of the Collective Bargaining Agreement[1].

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Very truly yours,

ROBERT M. MIDDLEKAUFF
Executive Director
Labor Relations Staff

[1] Moved to Volume I Article IX Section 20 with minor edits cba4a/00224
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08/04/23

9/14/23 AB DMF

SPECIAL OPPORTUNITY TO RETURN TO ZONE OF HIRE – REMAINING ELIGIBLE SKILLED TRADESPERSONS FROM THE 2015 UAW-FORD COLLECTIVE BARGAINING AGREEMENT (CBA)

October 30, 2019

Mr. Rory L. Gamble
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gamble:

Subject: Special Opportunity to Return to Zone of Hire – Remaining Eligible Skilled Tradespersons from the 2015 UAW-Ford Collective Bargaining Agreement (CBA)

During these negotiations, the parties discussed the mutual goal of providing those remaining eligible Skilled Tradespersons who remain on the "Special Opportunity to Return to Zone of Hire" list from the 2015 Collective Bargaining Agreement, an opportunity to return to their original zone of hire.

Those remaining identified Skilled Tradespersons will be afforded an opportunity to transfer from their respective skilled classification, to a non-skilled (production) classification. As well, to remain eligible for future transfers to skilled opportunities per this special opportunity.

Upon ratification of the 2019 UAW-Ford CBA, the parties have agreed to the following provisions:

Non-skilled opportunities:

In a joint interest of the national parties, and to be implemented as expeditiously possible, eligible Skilled Tradesperson will be offered production opportunities in their identified zone of hire, after Step 3 of the Non-Skilled Preferential Placement Hierarchy in Appendix N.

The implementation process of this letter will follow the same principle as the June 13, 2016 LOU titled, Subject: Implementation – Special Opportunity to Return to Zone of Hire LOU. That principal is to offer these identified remaining eligible Skilled Tradespersons the opportunity to return to their zone of hire after first offering laid off seniority employees within Steps 1 through 3 of the Non-Skilled Preferential Placement Hierarchy the job opportunities. Once the above steps of this special opportunity have been offered to those identified employees, openings that remain unfilled at requesting facilities will then be offered in accordance with Appendix N.

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09/01/23

SPECIAL OPPORTUNITY TO RETURN TO ZONE OF HIRE –
REMAINING ELIGIBLE SKILLED TRADESPERSONS FROM THE
2015 UAW-FORD COLLECTIVE BARGAINING AGREEMENT (CBA)

starting at Step 2 of the Non-Skilled Preferential Placement Hierarchy, which will then include those eligible employees at locations defined as surplus.

Those Skilled Trade persons who accept a non-skilled opportunity to return to their zone of hire will retain recall rights to their respective trade classification, and be eligible for future placement opportunities in accordance with the Appendix N Preferential Placement Hierarchy.

Due to the potential number of skilled trade volunteers leaving from the same location, exit timing may be staggered by the Company to minimize adverse operational impact. However, in the case a selected employee's timing is delayed, he/she will be flagged as a "Skilled Working In Production" employee at the new location, and identified to be eligible for placement of further Skilled Trades opportunities, as if they were at the new location, in accordance with Steps 2 and 3 of the Skilled Preferential Placement Hierarchy of Appendix N.

These skilled employees who are offered to return to their original zone of hire for non-skilled opportunities, may decline such offer, and will be ineligible for all future non-skilled opportunities per this Special Opportunity.

However, these skilled employees will continue to remain eligible for future skilled opportunities in accordance with this letter.

Skilled opportunities:

The parties further discussed that in many cases those remaining eligible skilled tradespersons may be reluctant to exit their trade and transfer to a production classification. Therefore, those remaining identified Skilled Tradespersons from the 2015 UAW-Ford Special Opportunity to Return to Zone of hire list, will be offered skilled opportunities in their respective classification and zone of hire, when they become available, after Step of 4 of the Skilled Preferential Placement Hierarchy in Appendix N.

Following a similar principal, those identified remaining eligible Skilled Tradespersons will be offered the opportunity to return to their zone of hire, after first offering seniority employees who are laid off and/or defined as surplus within Steps 1 through 4 of the Skilled Preferential Placement Hierarchy. Once the above steps of this special opportunity have been offered to those identified employees, openings that remain unfilled at requesting facilities will then be filled in accordance with Appendix N, starting at Step 5 of the Skilled Preferential Placement Hierarchy.

~~SPECIAL OPPORTUNITY TO RETURN TO ZONE OF HIRE – REMAINING ELIGIBLE SKILLED TRADESPERSONS FROM THE 2015 UAW-FORD COLLECTIVE BARGAINING AGREEMENT (CBA)~~

~~These Skilled Tradespersons who decline a skilled offer to return to their original zone of hire per this special opportunity, will be ineligible for all future opportunities per this special offer.~~

~~Due to the potential number of Skilled Trades volunteers leaving from the same location, exit timing may be staggered by the Company to minimize adverse operational impact.~~

~~In regards to the aforementioned eligible Skilled Tradespersons, the following agreements remain in effect:~~

- ~~Employees from a closed plant in a zone where no locations remain, will be considered for opportunities in the zone of their job assignment immediately following plant closure.~~
- ~~Available opportunities will be offered to eligible employees on the list by zone as they arise, and in the aforementioned order.~~
- ~~Opportunities will be offered in order of the employee's Skilled Trades Date of Entry seniority, from highest to lowest. In the event of a tie, the employee's Ford Service Date, from highest to lowest would be secondary. And if necessary, the last four digits of the employee's Social Security Number, with the higher last four SSN digits deemed as indicative of greater seniority (e.g. 9999 shall have greater seniority than 0000.)~~
- ~~No additional Moving Allowance will be payable to employees who accept an opportunity under this special agreement.~~
- ~~If the opportunity is accepted, the new location becomes the employee's new home (or Basic Unit) location.~~
- ~~Upon transferring to the new location, seniority will be in accordance with the UAW-Ford Collective Bargaining Agreement, Article VIII, Section 1(c).~~
- ~~Eligibility of volunteers will be subject to review and validation by the NJSOESC.~~
- ~~The Grievance Procedure set forth in Article VII of the UAW-Ford CBA has neither application nor jurisdiction over any matter relating to this Letter of Understanding. The parties affirm claims of violations may be resolved through the Appeal Procedure to the National Job Security, Operational Effectiveness and~~

~~SPECIAL OPPORTUNITY TO RETURN TO ZONE OF HIRE – REMAINING ELIGIBLE SKILLED TRADESPERSONS FROM THE 2015 UAW-FORD COLLECTIVE BARGAINING AGREEMENT (CBA)~~

~~Sourcing Committee as set forth within Appendix M of the 2019 UAW-Ford CBA.~~

- ~~This Letter of Understanding and implementation process will remain in place until the eligible list of employees is exhausted.~~

~~Very truly yours,~~

~~Kevin Legal~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Rory L. Gamble~~

cba4a/01523/4
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09/01/23

STERLING AXLE PLANT VIABILITY

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Sterling Axle Plant Viability

During 2023 Negotiations, the parties discussed the long-term viability of the Sterling Axle plant.

Joint meetings will be held periodically to discuss opportunities to insource work and the investment required into Sterling Axle Plant to prepare space to enable these opportunities. These meetings will be attended by the Plant Manager, UAW Chairperson, members of the Local Job Security, Operational Effectiveness, and Sourcing Committee (LJSOESC) and representatives from the National Ford Department. The first meeting shall be held within 90 days following ratification and include the Ford Vice President, Americas Manufacturing and Labor Affairs and the Vice President and Director, UAW National Ford Department or their designees.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

cba4a/01592
b
09/13/23

9/18/23

TEMPORARY ASSIGNMENT TO ANOTHER LOCATION -
COMPENSATION FOR TRAVEL TIME

~~September 16, 1996~~

XX/XX/XXXX

~~Operations/Division Human Resources Managers~~
~~Operations/Division Labor Relations Managers~~
~~Plant and Parts Distribution Center Human Resources Managers~~
~~Persons Designated by the Above~~

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Subject: Temporary Assignment to Another Location -
Compensation For Travel Time

Dear Mr. Browning:

Increased instances of travel by hourly employees which are attributable to work and/or training assignments have given rise to numerous questions regarding payment for the travel time associated with such assignments. Compensation for travel time in these situations is addressed in Article IX, Section 16 of the Collective Bargaining Agreement. In addition, these payments are subject to the provisions of the Fair Labor Standards Act and various Interpretive Bulletins issued by the Federal Wage and Hour Administration, U.S. Department of Labor. This letter will summarize these current interpretations and outline guidelines for the administration of travel time payments.

Paragraph (2) of Article IX, Section 16 states that when an employee is required by the Company to spend a portion of the time during which the employee normally is scheduled to work in traveling to or from the plant the employee is temporarily assigned, the employee shall be compensated for such portion as if it were time worked. This means, for example, that a day shift employee whose normal schedule is from 7:00 a.m. to 3:30 p.m. would be eligible for travel pay on any of the seven days of the week, including holidays, if the travel occurs during those hours. Conversely, a third shift employee whose normal schedule ~~if~~ **is** from 3:30 p.m. to 12 midnight would not be eligible for travel pay if he traveled on any day prior to 3:30 p.m. Although

TEMPORARY ASSIGNMENT TO ANOTHER LOCATION -
COMPENSATION FOR TRAVEL TIME

these criteria are consistent with current interpretations of the Fair Labor Standards Act, their application often results in disparate treatment of hourly employees depending upon the individual travel circumstances involved.

For this reason, the following guidelines have been established to provide equitable and consistent treatment of all hourly employees engaged in Company-directed travel:

- When employees travel to another city on the day prior to a temporary training or work assignment, regardless of the assignment's duration, they are to be paid for all such travel time at their regular hourly rate including appropriate premiums as follows:
  - Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus actual ground travel, up to two (2) hours, to the destination, for example, hotel/motel, seminar, or work location, etc.
  - Driving personal or Company Vehicle: Travel time begins at the time the employee leaves home until arrival at the destination, for example, hotel/motel, seminar or work location, etc., if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.
- Assuming that the return trip occurs outside of the normal work hours on the last day of the temporary assignment, employees are to be paid such travel hours at the regular hourly rate, including appropriate premium as follows:
  - Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus the actual ground travel to the employee's home, up to two (2) hours.
  - Driving Personal or Company Vehicle: Travel time begins at the time the employee leaves the temporary training, assignment, seminar, or work location until arrival at the employee's home if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.

TEMPORARY ASSIGNMENT TO ANOTHER LOCATION -
COMPENSATION FOR TRAVEL TIME

- These temporary assignments, particularly for training events, are held during day shift hours.
- In the event there are extenuating circumstances concerning a particular travel situation, the plant Human Resources Manager may approve additional travel time after concurrence from the Arbitration and Wage Administration Section, Labor Affairs.
- Travel time for special one-day assignments to another city is compensable even though it may be outside of the employee's normal work hours. On such occasion, however, the normal travel time from the employee's home to the regular work location ~~should~~ **will** be deducted when computing travel pay. ~~Total remaining travel time is to be paid at the applicable overtime rate to the extent the combined travel and training/work hours exceed eight (8).~~
- Travel time for temporary one-day assignments within the same zone (as defined for purposes of Preferential Placement) as the employee's home location is not considered compensable work time.
- When commercial travel is provided and the employee elects to use private transportation, travel compensation, if applicable, is based on the commercial travel time that would have been required.
- When commercial travel arrangements are provided outside of normal work hours and an employee elects to travel during normal work hours through personal preference (traveling for example, on Saturday morning rather than Friday evening), travel time is not paid.

It should be noted, that for days spent performing work or attending training sessions where travel considerations outside of normal hours are not involved, employees ~~should~~ **will** be paid the greater of ~~eight (8) hours~~ **their regularly scheduled shift** or the actual hours spent in the session(s). ~~Overtime premium payments should be paid for hours over eight (8) in a day.~~ **Employees who work a shift or schedule other than what they would normally work, will be paid the shift and/or crew premiums normally paid for their regularly assigned shift and crew.**

If using a personal vehicle, incremental mileage beyond the employee's normal commute to work will be reimbursed consistent with applicable tax code. Requests for mileage reimbursement will

TEMPORARY ASSIGNMENT TO ANOTHER LOCATION -
COMPENSATION FOR TRAVEL TIME

be initiated by the employee in accordance with current Company travel and expense guidelines.

These guidelines have been concurred in by the Office of the General Counsel and questions on this issue are to be directed to the Arbitration and Wage Administration Section, U.S. Union ~~Labor~~ Affairs.

~~Very truly yours,~~

~~Harry E. Jones, Director~~
~~Negotiations Planning Office~~
~~Labor Affairs~~

Very truly yours,

Johanna Shea,
Senior Director
U.S. Union Affairs

cba4a/00346/4
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08/11/23

TEMPORARY EMPLOYEE CONVERSION TO SENIORITY FULL-TIME STATUS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Temporary Employee Conversion to Seniority Full-Time Status

During the 2023 Negotiations, the parties agreed Temporary Full-Time employees who have met the following eligibility requirements will convert to Seniority Full-Time employee status on the Effective Date of this Agreement:

- On the active employment rolls as of the Effective Date of the 2023 UAW-Ford Collective Bargaining Agreement, and
- Have at least three months continuous service as a Temporary Full-Time or Temporary Part-Time employee since their last hire/rehire date

For those employees who have met the requirements above, their Ford Service Date will be back-dated ninety (90) days from the date of conversion and will be paid according to the Hiring-In rate of the 2023 UAW-Ford Collective Bargaining Agreement.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

Concur: Chuck Browning

JT 10/25/23

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10/25/23

TESPHE - EDUCATION

XX/XX/XXXX~~October 30, 2019~~

Mr. Chuck Browning~~Rory L. Gamble~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning~~Gamble~~:

Subject: TESPHE - Education

During these negotiations, the Company and the Union discussed the importance of employee participation in TESPHE, and employee understanding of TESPHE and other financial wellbeing topics. The Company and the Union agreed to discuss and agree on areas of educational need with respect to TESPHE and specific financial wellbeing topics of ~~interest~~ importance to employees~~, such as~~. Examples may include budgeting, managing debt, loan and withdrawal impact/options, investment decisions, Social Security, etc.

Further, the Company and the Union agree to jointly develop and deliver a strategy to educate new employees on financial wellness, retirement readiness and the specific provisions of the TESPHE intended as part of their new hire orientation.

~~The Joint Governing Body will approve the development and implementation of educational programs discussed in this Letter of Understanding.~~ Such educational programs or material will be developed jointly, including the educational content, timelines, audience, and manner of delivery. Details regarding the content and delivery will be overseen by appropriate subject matter experts within the Company and the Union. ~~of educational programs and materials to be provided to employees with respect to TESPHE or other financial wellbeing topics.~~

The manner of delivery ~~for such educational programs or materials~~ may include, but is not limited to, instructor-led workshops, 1-on-1 sessions, webinars, and/or videos/tutorials. ~~The parties agreed to develop jointly a timeline for delivering the educational programs.~~ Funding and approvals for such educational programs shall be ~~paid~~ in accordance with the Memorandum of Understanding - Joint Programs.

Very truly yours,

Laura Swartzmiller
~~Bernie Swartout~~,
Vice President, Total Rewards
~~Compensation & Benefits~~

9/1/23

Concur: Chuck Browning~~Jimmy Settles~~

cba4b/00719
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08/25/23

~~TESPHE EDUCATION FOR NEW HIRES~~

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Subject: TESPHE Education for New Hires~~

~~During these negotiations, the Company and the Union agreed to jointly develop a curriculum to educate new employees on financial wellness, retirement readiness and the specific provisions of TESPHE. The educational program is intended to be offered to new employees as part of their orientation.~~

~~For those current employees who receive a Company contribution to TESPHE as their retirement plan, the parties will jointly pursue administratively practicable ways to deliver the same or similar education program and/or materials to.~~

~~It is agreed that the development and delivery of the course and any related materials will funded from the UAW Ford National Programs Center, subject to authorization and approval by the Joint Governing Body. The course will be overseen jointly by the Ford Motor Company Retirement Benefits Department within the Compensation and Benefits Office and the Pension/Savings section of the UAW National Ford Benefits Department.~~

~~Very truly yours,~~

~~Bernie Swartout,~~
~~Compensation & Benefits~~

~~Concur: Jimmy Settles~~

9/1/23
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08/25/23

TEVC TRANSFER OPPORTUNITIES

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: TEVC Transfer Opportunities

During these negotiations the parties discussed the interest of finding job placements for surplus UAW employees. The parties agree that the new TEVC assembly plant may provide job opportunities for such employees.

Recognizing that TEVC is not currently within the UAW bargaining unit, this letter confirms the Company's commitment to allow Rouge Electric Vehicle Center (REVC) and Dearborn Truck Plant seniority employees to transfer to TEVC hourly openings.

Additionally, surplus from UAW-Ford facilities will also be eligible for voluntary transfers upon a process reviewed by the National Parties as stated per the meeting below. It is understood that upon lawful recognition, TEVC will be added to the Preferential Placement Zones in Appendix N Attachment A as deemed by the parties.

The parties acknowledge that the details of these transfers will require additional discussion. The parties agree to meet monthly following ratification of the Agreement to work out these details, regarding eligibility and procedures. As part of these meetings, the parties will continue to discuss the status of the hourly workforce transfers and the legal principles and procedures applicable to lawful union representation.

The parties agree that eligible employees who transfer to TEVC will maintain their status under the UAW-Ford Collective Bargaining Agreement so long as they maintain their eligibility. Should TEVC remain unrepresented, employees who transferred from a UAW-Ford facility covered by the Master Agreement may elect to transfer out of the facility in the same manner as afforded by Appendix N and O during the term of the 2023 Master Agreement.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

JT 10/26/23 cba4a/01601 c 10/25/23

UAW-FORD COLLECTIVE BARGAINING AGREEMENT TRAINING PROGRAM

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear **Mr. Browning**:

Subject: UAW-Ford Collective Bargaining Agreement Training Program

Following 1999 national negotiations, the parties jointly updated and implemented a Collective Bargaining Agreement Training (CBAT) Program that was well received by UAW and Ford representatives involved in Agreement administration. Participant evaluations clearly indicate support and a continued need for this type of training, which was a first in the history of labor-management relations.

During the ~~2019~~ **2023** negotiations, the parties agreed to update and continue the UAW-Ford Collective Bargaining Agreement Training program, with sufficient time to thoroughly train attendees. The program will be made available to local Union Presidents, Building Chairpersons, Bargaining Committees, District Committeepersons, part-time District Committee persons, elected Alternate Committeepersons, elected Union officials responsible for CBA administration, Human Resources Managers, Labor Relations personnel and a select number of supervisors, as appropriate. Attendees may only take CBA training one time during this contract period. A CBAT program will be developed and targeted for delivery in ~~2020~~**2024**. As part of the update, a new Agreement Guide shall be included and made available to participants of CBA training, elected/appointed representatives and other salaried employees. Funding for this training program, including development costs, travel, **and** lodging ~~and wages of participants~~, shall come from the **UAW-Ford Joint Trusts Labor Management Committee budget** ~~existing Education, Development and Training Program funds~~.

8-10-23
8/10/23

~~LBa4a~~/00415/1
07/31/23

UAW-FORD COLLECTIVE BARGAINING AGREEMENT TRAINING PROGRAM

The Grievance Procedure set forth in Article VII of the Agreement has no application to, or jurisdiction over, any matter relating to this training program.

~~Very truly yours,~~

~~Bill Rooney,~~
~~Manager~~
~~Union Relations~~

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Rory L. Gamble~~
Concur: Chuck Browning

ML 8-10-23
8/10/23

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07/31/23

UAW-FORD DIGITAL MEDIA DISCUSSION

~~October 30, 2019~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: UAW-Ford Digital Media Discussion

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble~~,

During 20~~19~~23 negotiations, the parties discussed communication processes and resources used by Ford Motor Company that could assist the UAW-Ford Digital department in its efforts to communicate with employees and ways to improve collaboration. The parties discussed access methods and information that would be of interest to employees in Company facilities. As a result of those discussions, the Company agreed to do the following:

- Establish a hyperlink to the UAW-Ford website on the @Ford homepage.
- Share media product announcements with the UAW-Ford Digital department simultaneously with other news outlets.
- Establish a touchpoint with members of Ford's Manufacturing Internal/External Communications department to discuss communication initiatives and opportunities to collaborate, when appropriate.
- Work with members of Ford Manufacturing Communications to identify collaboration opportunities on product events (e.g. plant media events, NAIAS product reveals, marketing events, Off-Rodeo, etc.).

Very truly yours,

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08/23/23

~~Very truly yours,~~

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Bill Rooney,~~
~~Manager~~
~~Union Relations~~

Concur: Chuck Browning

~~Concur: Rory L. Gamble~~

M 8-29-23

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08/23/23

UAW-FORD JOINT ~~EQUALITY AND~~
DIVERSITY, EQUITY, AND INCLUSION
COMMITTEES- NATIONAL AND LOCAL
~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: UAW-Ford ~~Joint Equality and~~ Diversity, Equity, and Inclusion Committees - National and Local

During the ~~2015~~ 2023 negotiations the parties agree to change the name of the Joint Equality and Diversity Committees - National and Local as shown below to reflect the current industry standard for the naming of committees related to diversity and inclusion initiatives.

From: UAW-Ford Joint Equality and Diversity Committees - National and Local

To: UAW-Ford Joint Diversity, Equity, and Inclusion Committees - National and Local

M 8-28-23
TB 8-28-23

~~Very truly yours,~~

~~Jack Halverson,~~
~~Manager~~
~~Union Relations~~
Very truly yours,

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08/23/23

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UAW-FORD JOINT ~~EQUALITY AND~~
DIVERSITY, EQUITY, AND INCLUSION
COMMITTEES- NATIONAL AND LOCAL
Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Jimmy Settles~~
Concur: Chuck Browning

8-28-23
8-28-23

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08/23/23

UAW-FORD ~~COMMUNITY ENGAGEMENT~~ SCHOLARSHIP FOR DEPENDENT CHILDREN

~~October 30, 2019~~

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gamble:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: UAW-Ford ~~Community Engagement~~ Scholarship for Dependent Children

During these negotiations, the parties discussed the importance of post-secondary education for college-aged dependent children of UAW-represented employees. ~~and the parties' commitment to investing, engaging and assisting the communities within which we live and work. In this regard, t~~ The Union and the Company agreed to offer the UAW-Ford ~~Community Engagement~~ Scholarship for dependent children of UAW represented employees based on the following parameters:

Eligibility:

Dependent children of active UAW-represented employees/members or member's spouse who are pursuing post-secondary education (~~excluding~~ **including** graduate degree courses) at a Title IV eligible educational institution accredited by a governmental or nationally recognized agency. For this program a dependent is defined as:

- Children by birth, legal adoption, or legal guardianship.
- Unmarried dependent child(age 26 and under at the time of course enrollment).

Dependent child must reside with the member or be the member's legal responsibility.

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08/17/23

UAW-FORD ~~COMMUNITY ENGAGEMENT~~ SCHOLARSHIP FOR DEPENDENT CHILDREN

Amount of Support:

The scholarship and reimbursement amount is limited to an annual maximum benefit award of $1,5600 per dependent for tuition, ~~and/or~~ compulsory fees, and/or books.

Reimbursement Requirement/Process:

- Properly processed scholarship application completed and approved on myuawford.com including:
  - Verification of satisfactory completion of semester coursework with an average GPA of 2.0 or better, based on a 4.0 scale, for the courses for which reimbursement is being requested
  - Verification of dependency
  - Verification of payment
  - ~~Documented completion of eight (8) community service volunteer hours by the dependent in the year reimbursement is requested~~

Administrative procedures:

Guidelines, administrative and operating procedures, will be approved by the **UAW-Ford Voluntary Employees' Beneficiary (VEBA) Joint Trust** Joint Governing Body (JGB), including but not limited to, reimbursement structure, required documentation, and approved schools~~., and eligibility of nonprofit organizations for volunteer opportunities.~~

Funding:

Funding for UAW-Ford ~~Community Engagement~~ Scholarship for Dependent Children, including administrative costs, will be determined annually by the JGB.
Reimbursement payments under the UAW-Ford ~~Community Engagement~~ Scholarship Program for Dependent Children will be subject to applicable federal, state, and local tax provisions.

The Grievance procedure set forth in Article VII of the Collective Bargaining Agreement has no application to, or jurisdiction over, any matter related to this program.

~~Very truly yours,~~

~~Bill Rooney,~~
~~Manager~~

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08/17/23

UAW-FORD ~~COMMUNITY ENGAGEMENT~~ SCHOLARSHIP FOR DEPENDENT CHILDREN

~~Union Relations~~
Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

~~Concur: Rory L. Gamble~~

Concur: Chuck Browning

M 8-21-23

AT
8-21-23

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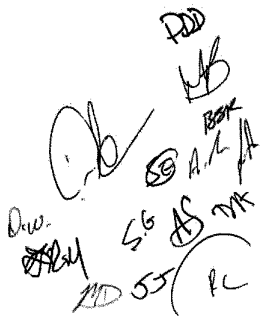
08/17/23



UP FRONT LUMP SUM PAYMENT

~~October 30, 2019~~

XX/XX/XXXX

~~Mr. Rory L. Gamble~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gamble~~ **Browning**:

Subject: Up Front Lump Sum Payment

During the present negotiations, the parties agreed to provide an up front lump sum payment of ~~$9,000~~ **$5,000** to each eligible employee in return for the membership ratification thereof.

Eligible employees are defined as those who are represented by the Union and whose status with the Company on the e**E**ffective d**D**ate of this Agreement is one of the following:

- Active full-time **and Temporary** employees
- A seniority employee affected by a reduction in force who is actively at work as a ~~t~~**T**emporary employee.
- On temporary lay-off
- On leave pursuant to Family and Medical Leave Act
- On leave of absence beginning not earlier than ninety (90) days prior to the **Effective** d**D**ate of this agreement.
- Employees on Indefinite Layoff (ILO) excluding those employees coded "VC".

~~The parties additionally agreed to provide a lump sum payment of $3,500 to active employees classified as "Temporary Full Time (TFT) Employee" or "Temporary Part Time (TPT) Employee" who have worked at least ninety (90) days prior to the effective date of the Agreement who are represented by the Union.~~

The payments resulting from this letter will be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

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10/25/23

10/25/23

UP FRONT LUMP SUM PAYMENT

In addition, should the UAW-Ford Department raise any questions of equity in application regarding specific employees, the Company agrees to meet with the Union on such cases to review the facts.

Very truly yours,

~~Bernie Swartout,~~
~~Director~~
~~Compensation & Benefits~~

Kevin Legel,
Vice President
Labor Affairs

Concur: ~~Rory L. Gamble~~

Chuck Browning

JT 10/25/23

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10/25/23

VACATION SCHEDULING

~~October 7, 1990~~

~~Mr. Ernest Lofton~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Lofton:~~

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Vacation Scheduling

Article IX, Section 25(b) of the Collective Bargaining Agreement recognizes the importance of providing vacation time off in a manner that maintains efficiency of operations while giving due consideration to the desires of employees. It also provides that in the event a plant is scheduled for a vacation shutdown, the Union will be notified by April 1 as to the specific shutdown period and which employees have been selected to work during such shutdown. The duration of the shutdown will be not more than ~~two~~ **one** weeks. ~~Exceptions to this limitation can be made only by mutual agreement between the local management and the local union involved.~~

This will confirm that should the Company determine after April 1 that an employee scheduled to work during the shutdown is no longer needed, if the employee does not desire to be on vacation during the shutdown period, he/she will be placed on layoff during that period.

~~Very truly yours,~~

~~THOMAS M. BROWN, Director~~
~~Union Affairs Office~~
~~Employee Relations Staff~~

Very truly yours,

Scott Britton,
Executive Director
U.S. Labor Affairs

JH 9/20/23

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09/18/23

~~Concur: Ernest Lofton~~ Concur:Chuck Browning

Note: This letter replaces the following letters:
- Vacation Scheduling, September 17, 1987
- Vacation Shutdown Limitation, February 13, 1982

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09/18/23

VETERANS' (VA) MEDICAL APPOINTMENTS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Veterans' (VA) Medical Appointments

During these negotiations, the parties held extensive discussions regarding the importance of recognizing and honoring the sacrifices of veterans who have honorably served our nation. To assist those veteran employees who have incurred a service-connected disability or are in the process of securing benefits/medical services for service-connected disabilities, and have a prescheduled medical appointment with the Veterans Affairs (VA) Medical Department shall not be an occurrence under the National Attendance Policy, provided:

- the employee notifies management five (5) working days in advance of the appointment; and
- submits documentation of the visit upon returning to work

At the employee's discretion, the time off may be paid (Vacation, Paid Personal or Family Day, if available) or unpaid. If unpaid, Management will use the Short-term Military absence code (7) for the present time. In the event a new time keeping system is introduced by the Company during the term of this agreement, a new absence code may be used.

Very truly yours,

Kevin Legel,
Vice President
Labor Affairs

cba4a/01586
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09/20/23

9/24/23

~~WAREHOUSE WORK COMPETITIVENESS~~

~~November 5, 2015~~

~~Mr. Jimmy Settles~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Settles:~~

~~Subject: Warehouse Work Competitiveness~~

~~During 2015 negotiations the parties discussed Parts Supply and Logistics (PS&L) competitive position versus the warehousing industry. The Company expressed concerns that without adjusting labor costs for its business model, it would be increasingly difficult to attract and retain business.~~

~~Accordingly, this letter serves to confirm the parties' mutual understanding and agreement.~~

- ~~The provisions of Appendices N and O of the 2015 UAW-Ford Collective Bargaining Agreement (*Memorandum of Understanding, Preferential Placement Arrangements and Memorandum of Understanding, Return to Basic Unit*, respectively) shall be administered for PS&L facilities with the following modifications:~~

  - ~~Job openings at PS&L facilities will be filled by:~~
    1. ~~Employees on the In-Plant Recall List including those employees currently eligible for Return to Basic Unit~~
    2. ~~New Hire~~

  - ~~PS&L non-skilled legacy and New Traditional employees will be considered as surplus concurrent with the effective date of this agreement and will be included in future voluntary preferential placement opportunities.~~

  - ~~Employees that transfer from PS&L facilities after the effective date of this agreement will not have the right to return to PS&L facilities under the provisions of Appendix O or Article VIII, Section 1 (b).~~

  - ~~Employees that as of the effective date of this agreement currently have Return to Basic Unit rights to a PS&L facility covered by this agreement, will retain those rights through the expiration of the 2015 Collective Bargaining Agreement.~~

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08/25/23

~~WAREHOUSE WORK COMPETITIVENESS~~

~~Based on this agreement, the Company agrees to begin the process to in-source 50-100 jobs associated with Ford Motor Company related 3rd Party logistic providers.~~

~~Very truly yours,~~

~~Stacey Allerton,~~
~~Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

WORK-LIFE BALANCE

xx/xx/xxxx

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning:

Subject: Work-Life Balance

During 2023 Negotiations, the Parties had several discussions regarding employee Work-Life Balance as an enhancement to the employee experience. The parties recognize that balancing the competing demands of the workplace with personal and family responsibilities presents challenges to employees as they strive to reach their potential both on and off the job. The parties agreed that the National Joint Employee Support Services Program (NJESSP) is well positioned to review hourly employee concerns regarding work-life balance issues and suggest enhancement to the employee experience.

Therefore, the parties charge the NJESSP with reviewing and analyzing data regarding employee work-life balance concerns and developing pilot programs to address those concerns that could be adopted by interested locations. The NJESSP will report out on its findings to the JGB of the LMC Joint Trust prior to the next Collective Bargaining Agreement. By working together in a collaborative manner, the Parties hope to implement meaningful changes that will benefit everyone involved.

Very truly yours,

Jenny Torony,
Executive Director
U.S. Labor Strategy

JT 10/26/22

cba4a/01598
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10/09/23

ZONE 1 STAFFING NEEDS

XX/XX/XXXX

Mr. Chuck Browning
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Browning

Subject: Zone 1 Staffing Needs

The staffing needs in Zone 1, Michigan - West Side, pose unique circumstances as volumes are forecasted to be lower at the Rouge Complex while Michigan Assembly Plant plans for future volume increases by adding a third crew. As such, the parties agreed to several items to help ensure stability in the zone during this transition.

Effective no later than December 1, 2023, the entire Rouge complex will be considered surplus and eligible for all in-zone and out-of-zone voluntary job posting opportunities in accordance with the Job Security Provisions of Appendices M and N of the 2023 UAW-Ford Collective Bargaining Agreement. Surplus employees who are accepted for job postings and who subsequently are laid off until they are needed at the receiving location(s) will be placed on temporary layoff (TLO). During this transition, surplus employees placed on TLO will not be subject to nor generate mandatory job offers in accordance with Appendix N.

Additionally, the Company has agreed to estimate the 2024 Michigan Assembly Plant needs and provide an advance posting to surplus Rouge Complex employees as soon as practicable.

The number of employees eligible for job posting opportunities as described above will be equal to the number of surplus employees identified as a result of the volume reduction at the Rouge Complex. Backfills that are required at locations within the Rouge Site will be addressed through the local process.

If Skilled Trade employees at the Rouge Complex are impacted, they will also be considered surplus as described above.

The parties agree that the intent of this letter is to ensure employees in Zone 1 are provided placement opportunities and job security as provided for in Appendix M until they are needed for either plant manpower needs or the launch of the new product at the Rouge Complex.

ZONE 1 STAFFING NEEDS

Should business conditions change, and the Michigan Assembly Plant volumes not materialize, the advance posting will not be binding on either the Company or the employees.

Very truly yours,

Kevin Legel
Vice President
Labor Affairs

Concur: Chuck Browning

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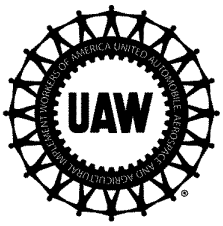

Retirement Agreement and Plan

NOTE:

This booklet (Volume II) is being presented to you so that you may know the terms of the Retirement Plan and the Insurance Program negotiated between the UAW and the Company ~~October 30, 2019~~ **XX XX, XXXX**.

Specifically, the following material is presented in the order given:

1. Retirement Agreement and Plan
2. Insurance Program including:
   a. Article IX, Section 27 of the Collective Bargaining Agreement
   b. Group Life and Disability Insurance
   c. Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages

Portions of the Plans and Agreement reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume I, Collective Bargaining Agreement; Volume III, Supplemental Unemployment Benefit Agreement and Plan, Profit Sharing Agreement and Plan, Tax-Efficient Savings Agreement and Plan, and UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan; Volume IV, Letters of Understanding; and the Skilled Trades Agreements and Letters of Understanding.

We hope you will find this booklet helpful.

~~RORY L. GAMBLE~~	~~WILLIAM P. DIRKSEN~~
~~Vice President and Director~~	~~Vice President,~~
~~UAW, National Ford Department~~	~~Labor Affairs~~

CHUCK BROWNING	**KEVIN LEGEL**
Vice President and Director	**Vice President**
UAW, National Ford Department	**Labor Affairs**

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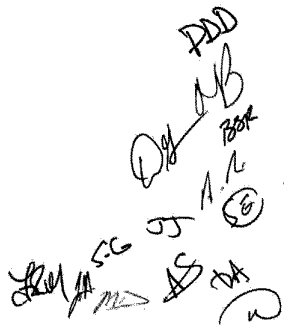
COLLECTIVE BARGAINING AGREEMENT

On this ~~30th~~ **XX** day of ~~October, 2019~~ **XX, XXXX**, at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, hereby agree as follows:



PART A

AGREEMENT CONCERNING RETIREMENT PLAN

Section 1. Introduction

This Agreement and the Plan have been negotiated and are agreed to on behalf of the parties by the parties' respective committees.

Section 2. Tax and ERISA Approvals

The obligation to maintain the Plan as herein provided is subject to the requirement that continued approval of such Plan and each trust to be established in connection therewith by the Director of Internal Revenue as a qualified plan and trust (i) qualifying for exemption from taxation under Sections 501(a) and 401(a) of the Internal Revenue Code or any other applicable Section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or adopted) and (ii) entitling the Company to deduction for contributions under Section 404 of the Internal Revenue Code or any other applicable Section of the Federal tax laws (as such Sections are now in effect or hereafter amended or adopted).

In accordance with applicable Internal Revenue Service revenue procedures, the Company shall submit the Plan and the trust agreements as executed or the purpose of obtaining such approval.

In the event that any revision in the Plan is necessary to obtain or maintain such approval or to obtain or maintain any approval of the Plan under the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Board of Administration provided for in the Plan (which shall have such authority even though the approval referred to above shall not have been obtained), but only upon consent of the Company and the Union, is authorized to make or consent to such necessary revisions, adhering as closely as possible to the intent of the Company and the Union as expressed in this Agreement and in the Plan.

Section 3. Involuntary Retirement

The Company at its sole discretion may retire any employee at age 65 or older by reason of the employee's inability to perform efficiently work assigned to the employee. The provisions of this Section 3 shall not apply to any employee who attained age 65 on or after June 1, 1992.

Section 4. Effects of Retirement on Seniority

The seniority of any employee retiring under the Plan shall be deemed to have been broken for the purposes of applying any collective bargaining agreement now or hereafter in effect between the parties, except to the extent that the seniority of an employee retired for total and permanent disability shall be preserved upon the cessation of such retirement by the provisions of any such agreement relating to leaves of absence due to disability.

If an employee on either normal or early retirement shall be re-employed by the Company, the employee shall be considered, during such period of re-employment, as an employee at will without seniority rights for any purpose of tenure or retention of, or advancement in, employment or any particular job; but shall be treated on the basis of the seniority the employee had at the time of retirement for purposes of applying the eligibility rules applicable to paid holidays and paid vacations; it being understood that while working in the Bargaining Unit covered by any such collective bargaining agreement the employee shall be considered an employee covered by the contract except in the respects indicated above.

Section 5. Company Contributions

(a) (i) For the period commencing January 1, 1980 and thereafter during the term of this Agreement, the Company shall make contributions to the Pension Fund which, together with its contributions heretofore made, shall be sufficient to fund (A) and (B) below, based upon estimates made by a qualified actuary* for each Plan Year starting January 1, 1980 and ending with the termination of this Agreement: (A) the normal cost** of the Plan (excluding the cost of benefits under Article VI of the Plan***) and (B) the respective unfunded lump sum past service costs of the Plan (excluding the cost of benefits under Article VI of the Plan) for such period on the basis of a method of funding, approved by a qualified actuary, according to the following schedule:

(1) December 31, 2009 with respect to the portion of such unfunded lump sum past service cost**** attributable to the benefit structure in effect prior to January 1, 1980,

(2) Thirty years after the end of the Plan Year in which a revision of the benefit structure established by amendments to the Plan effective on or after January 1, 1980 becomes

effective with respect to the portion of such lump sum past service cost attributable to such revision.

(ii) For the period commencing September 1, 1965 through the date of termination of this Agreement, the Company shall make contributions to the Pension Fund to fund the cost of benefits under Article VI of the Plan on any basis from time to time approved by a qualified actuary; provided that the total of such contributions available in any calendar year shall be at least equal to total payments of benefits under Article VI of the Plan in such year.

(iii) The "past service effective date" for the original lump sum past service cost of the Plan shall be March 1, 1950. The effective date of each revision in the benefit structure of the Plan (except benefits under Article VI of the Plan) which shall affect the cost substantially shall be the "past service effective date" for the additional lump sum past service cost attributable to such benefit revision, except that commencing on or after November 19, 1973, the "past service effective date" of each such revision in the benefit structure (including benefits under Article VI of the Plan) shall be the date on which benefits under such revised benefit structure first become payable.

(iv) Nothing herein shall be deemed to prevent the Company from making contributions towards the lump sum past service cost greater than those required under this Section (or required under the basis of funding being used to fund the cost of benefits under Article VI of the Plan), nor shall a greater contribution in any year be construed to reduce the maximum funding period established as provided above.

All of the foregoing is subject to the understanding that (i) the Company shall be required to make in any year no contribution in an amount which is greater than the amount which is deductible for tax purposes in that year, and (ii) except as required by ERISA on and after January 1, 1980, the Company shall not be obligated to make additional payments to the Fund to make up deficiencies in any year arising from

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depreciation in the value of the securities in the Fund resulting from abnormal conditions.

The Company may elect to defer payment of its contributions for any year after 1981 to a date not later than the date on which such contributions are permitted by law to be paid for purposes of crediting such contributions to such year under the minimum funding standards of ERISA.

(v) For the period commencing January 1, 2008 and thereafter, during the term of this Agreement, the Company shall make contributions to the Fund in accordance with, and required by, the Pension Protection Act of 2006, as amended.

(b) The Company will cause the Union to be furnished annually with a statement, certified by a qualified actuary, that the amount of the assets in the Pension Fund is not less than the amount then required by Subsection (a) of this Section to be in such Fund. That amount shall be computed by a qualified actuary on the basis of the normal cost and the respective lump sum past service costs of the Plan, disregarding benefits under Article VI of the Plan, and then in use for funding purposes, and, with respect to the cost of benefits under Article VI of the Plan on the basis being used for funding such benefits.

Section 6. Obligations During Term of Agreement

During the term of this Agreement, neither party shall demand any change in, deletion from, or addition to, this Agreement or in the Plan (except as otherwise provided in Section 2, above), nor shall either party be required to bargain with respect to any provision or interpretation of this Agreement or the Plan, or any modification thereof, deletion from or addition or supplement thereto, or with respect to any retirement benefit, Supplemental Allowance or Special Age 65 Benefit or retirement arrangements or plan, nor shall a change in, deletion from or addition to this Agreement or the Plan be an objective of or be stated as reason or cause for any strike, slowdown, work stoppage, sit-down, stay-in, curtailment of work or interference with production, lockout, picketing or other exercise of economic force or threat thereof by the Union or the Company.

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Section 7. Term of Agreement; Notice to Modify or Terminate

This Agreement and the Plan shall continue in effect until **April 30, 2028**~~September 14, 2023~~. This Agreement and the Plan shall be renewed automatically for successive one-year periods thereafter unless either party shall give written notice to the other at least sixty (60) days prior to **April 30, 2028**~~September 14, 2023~~ (or any subsequent anniversary date) of its desire to amend or modify this Agreement and the Plan as of one of the dates specified in this Section (it being understood, however, that the foregoing provision for automatic one-year renewal periods shall not be construed as an endorsement by either party of the proposition that one year is a suitable term for a retirement plan agreement). If such notice is given, this Agreement and the Plan shall be open to modification or amendment on **April 30, 2028**~~September 14, 2023~~ or the subsequent anniversary date, as the case may be.

If either party shall desire to terminate this Agreement, it may do so on **April 30, 2028**~~September 14, 2023~~, or any subsequent anniversary date by giving written notice to the other party at least sixty (60) days prior to the date involved. Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Plan.

Any notice under this Section shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International Union, UAW, 8000 E. Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company, in writing; and, if to the Company, to Ford Motor Company, One American Road, Dearborn, Michigan 48126, or to such other address as the Company shall furnish to the Union, in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FORD MOTOR COMPANY

William C. Ford, Jr.
~~James P. Hackett~~
Jim Farley
~~Joe Hinrichs~~
Kumar Galhotra
~~Gary Johnson~~
~~William P. Dirksen~~
~~John Savona~~
Bryce Currie
Kevin Legel

Scott Britton
~~Terri Faison~~
Melanie Stinson
~~Tom Paradise~~
Jason Short
~~Sandy Krus~~
Mario Spadafora
Stephen M. Kulp
Johanna Shea
Deb Ockerman

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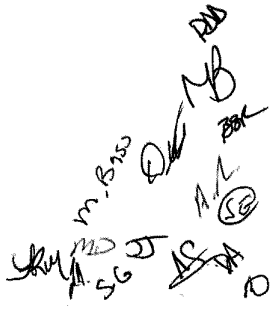
SECTION 2 AGREEMENT CONCERNING RETIREMENT PLAN

~~Bernie Swartout~~
Chuck Monastra
~~Bill Rooney~~
Jenny Torony
~~Frederick Toney~~
~~Helmut E. Nittmann~~
Michelle DeTombeur

~~Jiem Cranney~~
Kathy Lander
~~Kristen de Bear~~

10/26/23



UAW

International Union	National Ford Council
~~Gary Jones~~	~~Bernie Rieke, Subcouncil #1~~
Shawn Fain	**Tony Richard, Subcouncil #1**
~~Rory L. Gamble~~	~~Anthony Richard, Subcouncil #1~~
Chuck Browning	**Mark DePaoli, Subcouncil #1**
Brandon Keatts	~~Larry Stewart, Subcouncil #2~~
~~Steve Zimmerla~~	**Jon Jaggers, Subcouncil #2**
~~Mike Stone~~	~~Tommy Kottalis, Subcouncil #2~~
~~Jimmie D. Williams~~	**Brandon Reisinger, Subcouncil #2**
Benjamin Dictor	~~Jon Jaggers, Subcouncil #2~~
Scott Eskridge	**Scott Elliott, Subcouncil #2**
Darryl Goodwin	~~Michael Donovan, Subcouncil #2~~
~~Brett Fox~~	**Steve Gonzales, Subcouncil #2**
	~~Greg Tyler, Subcouncil #3~~
	Mike Beydoun, Subcouncil #3
	Dwayne Glass, Subcouncil #3
	~~Dale E. Rogers, Subcouncil #4~~
	Darrin Andrews, Subcouncil #4
	~~Roger Maag, Subcouncil #4~~
	Paul Donovan, Subcouncil #4
	~~Frank Murray, Subcouncil #5~~
	Al Strussione, Subcouncil #5
	~~Paul LaPave, Subcouncil #5~~
	Frank Murray, Subcouncil #5
	~~Andy Weakland, Subcouncil #7~~
	Ja-Vonna Akins, Subcouncil #7
	Dwayne Walker, Recording Secretary

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* Wherever used in this Section, "qualified actuary" means an independent actuary selected by the Company who is a Fellow or Associate of the Society of Actuaries, as those terms are used or defined by that Society and is enrolled with the Joint Board for Enrollment of Actuaries.

** "Normal cost" means an amount computed by a qualified actuary to fund the cost attributable to service after March 1, 1950, on the basis of the benefit structure in effect when such service was or is rendered.

*** As used in this Section, "benefits under Article VI of the Plan" refers only to the Supplemental Allowance provided under Article VI of the Plan prior to October 1, 1973 and to the early retirement supplement and the interim supplement provided under Article VI of the Plan on or after October 1, 1973.

**** "Lump sum past service cost" with respect to the original benefit structure of the Plan (which cost was not changed by the revision in the benefit structure effective October 1, 1950) means an amount computed by a qualified actuary which would fund the cost attributable to service before March 1, 1950 (referred to in the Plan as "past service") if paid in a lump sum on March 1, 1950; and with respect to each subsequent revision in the benefit structure of the Plan which shall affect the cost substantially means an amount computed by a qualified actuary which would fund the cost of such revision attributable to service before the effective date thereof (whether "past" or "future" service within the meaning of Article III of the Plan) if paid in a lump sum on such effective date.

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PART B RETIREMENT PLAN

Established by Agreement between
Ford Motor Company and
International Union, United Automobile,
Aerospace, and Agricultural Implement
Workers of America, UAW

ARTICLE I

DEFINITIONS

As used herein:

(a) "Company" means Ford Motor Company, or AAI Employee Services Company, L.L.C. prior to December 31, 2012, or Volvo Cars North America. Prior to December 15, 1989, the term "Company" shall mean Ford Motor Company or Rouge Steel Company, as may be applicable.

(b) "Union" means International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW.

(c) "Plan" means the Retirement Plan described herein.

(d) "Board" means the Board of Administration provided for in Article VII of the Plan.

(e) "Pension Fund" means the trust fund provided for in Article VIII of the Plan.

(f) "Trustee" means the bank or banks or trust company or companies or any combination thereof holding the Pension Fund severally or jointly as trustee or trustees.

(g) "Collective Bargaining Agreement" means a collective bargaining agreement between the Company and the Union covering the Contract Unit.

(h) "Contract Unit" means the bargaining unit described in Article II of the Plan.

(i) "Employed" means enrolled on the active employment rolls of the Company (in the Contract Unit, unless the context shall indicate otherwise); "employment" means the status of being so enrolled; "employee" means a person in employment, including an employee in a skilled classification defined in Appendix F to the Collective Bargaining Agreement who was hired prior to October 24, 2011, but shall not include a leased employee as defined below; and "terminated" (when

used in connection with employment) means to be removed from the active employment rolls for any reason. (It is understood that the definitions of the foregoing terms are not intended to affect in any way the meaning to be attributed to comparable terms under a Collective Bargaining Agreement, or the status of any individual thereunder.)

The term "leased employee" means any person (other than an employee of the Company) who, pursuant to an agreement between the Company and any other person ("leasing organization"), has performed services for the Company (or for the Company and related persons determined in accordance with section 414(n)(6) of the Internal Revenue Code) on a substantially full-time basis for a period of at least one year, and (i) for services prior to January 1, 1997, such services are of a type historically performed by employees in the business field of the Company, or (ii) for services performed after December 31, 1996, such services are performed under the primary direction or control of the Company. Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the Company shall be treated as provided by the Company. A leased employee shall not be considered an employee of the Company if such employee is covered by the safe harbor requirements of Section 414(n)(5) of the Code.

(j) "Retired employee" means an employee retired under the Plan.

(k) "Federal Social Security Act" means such Act, as from time to time amended, or any future Federal legislation which shall supplement, supersede or incorporate such Act, or the benefits provided therein.

(l) "Eligible for an unreduced Social Security benefit" means attainment of the qualifying age for unreduced benefits by reason of age under the Federal Social Security Act or eligible for a disability insurance benefit under such Act, whichever occurs first. A person shall be considered as eligible for benefits under such Act even though the employee does not qualify for, or loses, such benefits through failure to make application for it, entering into covered employment, or other act or failure to act.

(m) "Life income benefit" means the portion of the retirement benefits provided in Article V (except the Special Age 65 Benefit) that continues to be payable, subject to the provisions of the Plan, to a retired employee during the employee's lifetime.

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(n) "Temporary Benefit" means the portion of the retirement benefits provided in Article V that is terminated upon the earlier of a retired employee's attainment of age 65 (age 62 for an employee who shall retire on or after March 1, 1974 or age 62 and one month as provided in Article V) or becoming eligible for an unreduced Social Security benefit.

(o) "Supplemental Allowance" means those portions of retirement benefits, consisting of the early retirement supplement, interim supplement, age-service supplement and lifetime supplement, provided in accordance with the provisions of Article VI. Unless otherwise expressly provided, a Supplemental Allowance is subject to the provisions of the Plan applicable generally to retirement benefits payable from the Pension Fund.

(p) "Early retirement supplement" means that portion of the Supplemental Allowance provided in accordance with provisions of Article VI, Section 2(a) or 2(b).

(q) "Interim supplement" means that portion of the Supplemental Allowance provided in accordance with the provisions of Article VI, Section 2(c).

(r) "Age-service supplement" means that portion of the Supplemental Allowance provided in accordance with the provisions of Article VI, Section 2(d).

(s) "Lifetime supplement" means that portion of the Supplemental Allowance provided in accordance with the provisions of Article VI, Section 2(e).

(t) "Regular early retirement" means retirement under Article IV, Section 2(a), of the Plan.

(u) "Special early retirement" means retirement under Article IV, Section 2(b), of the Plan.

(v) "Special Survivorship Option" means the options provided under the provisions of Article V, Section 15.

(w) "Benefit Class Code" means that classification for determining the life income benefit rate as set forth in Appendix B and Appendix C attached hereto.

(x) "Special Age 65 Benefit" means that benefit provided in accordance with the provisions of Article V, Section 14.

(y) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(z) "ERISA Service Credits" means service credits as described in Article III, Section 8.

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(aa) The "Board of Directors" means the Board of Directors of Ford Motor Company.

(ab) "Age 62 and one month" means age 62 and one month except that for purposes of determining the month for which the Temporary Benefit provided in Article V and the Supplemental Allowance provided in Article VI shall cease and the month for which the regular early retirement benefit provided in Article V shall be redetermined, it shall mean age 62 if both a temporary benefit or Supplemental Allowance under the Plan and a reduced Old Age Benefit under the Federal Social Security Act could otherwise be payable.

(ac) "Retirement Equity Act" means the Retirement Equity Act of 1984.

(ad) "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as amended.

(ae) Unless otherwise defined in the Plan, the "Actuarial Value" as of any determination date shall be calculated (i) for determination dates prior to January 1, 2000, on the basis of the 1989 GBB Hourly Male Mortality Table for employees and the applicable interest rate used by the Pension Benefit Guaranty Corporation (PBGC) to determine the present value of a lump sum distribution as of the first day of the Plan Year preceding the determination date; (ii) for determination dates on or after January 1, 2000, and prior to December 31, 2002 on the basis of the 1983 Group Annuity Mortality Table and the interest rate on 30-year U.S. Treasury Securities determined for the month of October of the year immediately preceding the year of the determination date; (iii) for determination dates on or after December 31, 2002 and prior to January 1, 2008, on the basis of the 1994 Group Annuity Reserving Table (94GAR) as set forth in Rev. Rul. 2001-62, 2001-2 C.B. 632 and the interest rate on 30-year U.S. Treasury Securities determined for the month of October of the year immediately preceding the year of determination date or such other interest rate as required by the Internal Revenue Code or any guidance issued thereunder; (iv) for determination dates on or after January 1, 2008 and prior to January 1, 2016, on the basis of the mortality table as defined under Section 417(e)(3)(B) of the Internal Revenue Code and the annual rate of interest as defined under Section 417(e)(3)(C) of the Internal Revenue Code, determined for the month of October of the year immediately preceding the year which includes the determination date, or such other rate of interest as required by the Internal Revenue Code or any guidance issued thereunder; and (v) for

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determination dates on or after January 1, 2016, on the basis of the mortality table as defined under Section 417(e)(3)(B) of the Internal Revenue Code and the annual rate of interest as defined under Section 417(e)(3)(C) of the Internal Revenue Code, determined for the month of August of the year immediately preceding the year which includes the determination date, or such other rate of interest as required by the Internal Revenue Code or any guidance issued thereunder.

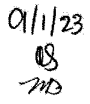
(af) "Plan Year" means the 12 month period beginning each January 1 and ending the following December 31.

(ag) "RMD Age" shall mean the age at which a participant in the Plan is required to take a minimum distribution.

(a) Effective January 1, 2023, the RMD Age is 73.

(b) Between January 1, 2020 and December 31, 2022, the RMD Age was 72.

(c) Prior to January 1, 2020, the RMD Age was 70 ½.



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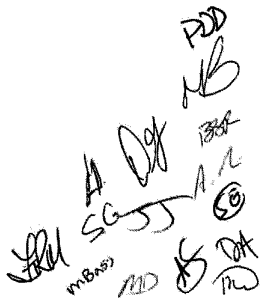

(c) On and after October 1, 2007, any employee employed at the locations named herein who (i) has 30 or more years of credited service, (i) shall have reached the employee's 55th birthday with 10 or more years of service, or (ii) shall have reached the employee's 65th birthday with 1 or more years of credited service, may retire at the employee's option and, upon making due application for it, shall be eligible for an enhanced retirement plan incentive benefit as provided in the applicable provisions of Article V, Section 2(l). Employees so eligible must be on the active employment roll at the time of application and on the last scheduled day of work. Further, an employee that elects to participate in this program is not eligible for any other special program or special incentive offered under the Plan.

(i) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the ACH Nashville Glass Plant, including Carlite Warehouse, and the ACH Tulsa Glass Plant based upon the recommendation by the Joint Company- UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than June 1, 2008.

(ii) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the Atlanta Assembly, Chesterfield Trim, Edison Assembly, Maumee Stamping and the Norfolk Assembly Plants based upon the recommendation by the Joint Company-UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than April 1, 2008.

(iii) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of all Ford Facilities (excluding the Closed and Idle Plants) and the ACH-LLC Facilities (excluding the Nashville, Carlite and Tulsa Plants) based upon the recommendation by the Joint Company-UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV,

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Section 2(d) below who elected to retire no later than September 1, 2008 for the Batavia, Chicago Assembly and Sharonville Plants and no later than July 1, 2008 for all other Ford and ACH Plants.

(iv) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the ACH Milan Facility based upon the recommendation by the Joint Company- UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than December 1, 2008.

(v) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the Evansville High Velocity Center and the Kentucky Truck, Louisville Assembly, Batavia Transmission and Sharonville Transmission Plants based upon the recommendation by the Joint Company-UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than December 1, 2008, except in the event release dates are phased, in which case the employee release date is no later than June 1, 2009.

(vi) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the Cleveland Engine 1, Cleveland Engine 2, Cleveland Casting Ohio Assembly, Walton Hills, AutoAlliance International-Flat Rock, Brownstown Parts Redistribution Center, Dearborn Diversified Manufacturing, Dearborn Engine, Dearborn Maintenance and Construction Unite, Dearborn Stamping, Dearborn Tool and Die, Dearborn Transportation Unit, Dearborn Truck, Detroit Parts Distribution Center/Detroit HVC, Livonia Transmission, Maumee Stamping, Michigan Truck, National Parts Distribution Center, Rawsonville, Research & Engineering Center, Warranty Parts, Wayne Assembly, Wayne Stamping, Wixom Assembly, Woodhaven Forge, Woodhaven Stamping, Romeo Engine, Sterling, Van Dyke Transmissions, Atlanta HVC, Fort Worth HVC, Memphis Parts Distribution Complex., Phoenix HVC, Sacramento HVC, Twin Cities HVC, ACH Carlite, ACH Chesterfield, ACH Indianapolis, ACH Milan, ACH

Monroe, ACH Nashville, ACH Saline, ACH Sandusky, ACH Sheldon Road, ACH Tulsa, ACH Utica, ACH Ypsilanti, Lima Engine and St. Louis Assembly locations based upon the recommendation by the Joint Company-UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than December 1, 2008, except in the event release dates are phased, in which case the employee release date is no later than June 1, 2009.

(vii) The provisions of this Article IV, Section 2(c) shall apply to all UAW-represented hourly employees of the Twin Cities Assembly Plant based upon the recommendation by the Joint Company-UAW National Job Security, Operational Effectiveness & Sourcing Committee, and an amendment approved by the designated Company Officers as authorized under Article IV, Section 2(d) below who elected to retire no later than February 1, 2009, except in the event release dates are phased, in which case the employee release date is no later than June 1, 2009.

(d) The ~~Chief Administrative Officer and~~ General Counsel, Chief Financial Officer and the Chief Human Resources Officer (or their functional equivalents) of the Company, with the consent of the Union, shall be authorized to adopt an amendment to the Plan to extend the provisions of this Article IV, in Section 2(b) above to any employee that meets the eligibility terms and conditions set forth in the amendment. The amendment may provide that an eligible employee must apply for the benefits provided by the amendment between specified dates, may limit the total number of retirements that may occur under the amendment, and may contain such other nondiscretionary terms and conditions as deemed necessary or desirable to accomplish the objectives of the amendment. ~~In the event of a change in a designated officer's title, the officer or officers with functional responsibility for the Plan shall be authorized to adopt such an amendment.~~

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Section 5. Survivor's Benefits

(a) The monthly survivor's benefit payable out of the Pension Fund to a deceased employee's spouse who shall have become eligible for such benefit under the provisions of Article IV, Section 7(a) of the Plan shall be the amount such survivor would have been entitled to receive under Section 5(d) of this Article V if the employee had retired on Normal or Regular Early Retirement on the date of the employee's death with benefits commencing the first of the following month and had effectively made the survivorship election specified in Article IV, Section 7(b) or 7(c) of the Plan, whichever is applicable at the time of death; provided, however, that, except for payments of benefits upon attainment of RMD ~~Age age 70 ½~~, as provided under Article V, Section 20 (as applicable), no benefit shall be payable under this Subsection for any month prior to January 1, 1965 or prior to application to the Board for it nor for any month for which the surviving spouse is entitled, under the group insurance program to which the Company contributes, to receive a Transition Survivor Income Benefit or a Bridge Survivor Income Benefit and provided further that if an employee with less than 30 years of credited service dies on or after October 1, 1987 and on or after the employee's 50th and before the employee's 55th birthday, when eligible for an immediate commencement of monthly special early retirement benefits under Article IV, Section 2(b) but before such benefits begin, the monthly survivor's benefit shall begin on the first day of the month coincidental with or immediately after the employee would have attained age 55 and, prior to October 1, 1999, shall be sixty percent (60%) and effective October 1, 1999 shall be sixty-five percent 65% of (i) the amount of the employee's monthly life income benefit payable at age 65, using whatever rate is applicable as provided in Appendix C hereof as though the date of death was the date of the employee's retirement under the Plan, (ii) reduced by the percentage applicable under Subsection (5)(c) of this Section, and (iii) multiplied by the percentage applicable to the age the employee could have attained when benefits commence in accordance with Section 2(d) of this Article.

(b) The amount of the reduced monthly life income benefit payable out of the Pension Fund to an employee who shall have retired prior to January 1, 1969 (including

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for purposes of this Subsection a former employee who shall have incurred a break in seniority prior to January 1, 1969 and is entitled to a deferred vested pension benefit) under Section 1, 2, 3 or 4 of this Article V and who shall have effectively made the survivorship election specified in Article IV, Section 7(b) of the Plan, shall be determined by reducing the amount of the applicable benefit by a percentage, determined as hereinafter provided, of the benefit that would have been payable to the retired employee after age 65 if the employee had not elected a survivorship option. The percentage to be used shall be ten percent (10%) if the employee's age and the spouse's age are the same (the age of each determined as being the age at the employee's or the spouse's respective birthday nearest the date on which the first payment of such employee's benefit shall be payable). Such percentage shall be decreased by 1/2 of 1% for each year up to twenty (20) years that the spouse's age exceeds the employee's age and shall be increased by 1/2 of 1% for each year that the spouse's age is less than the employee's age. The reductions provided in this Subsection shall be made in all monthly life income benefits to the retired employee payable on or after the retired employee's election of a survivorship option becomes effective; or, in the case of a retired employee who elected the option under Section 2(a)(iii) of this Article V, the reduction shall be equal to the reduction which would have applied if the employee had elected the option under Section 2(a)(ii) of this Article V.

(c) The amount of the reduced monthly life income benefit payable out of the Pension Fund under Section 1, 2, 3 or 4 of this Article V to an employee who shall retire on or after January 1, 1969 (including for purposes of this Subsection a former employee who shall incur a break in seniority on or after January 1, 1969 and is entitled to a deferred vested pension benefit) and who shall have been deemed to have made the survivorship election provided in Article IV, Section 7(c) of the Plan, shall be determined by reducing the amount of the applicable benefit by a percentage, determined as hereinafter provided, of the benefit that would be payable to the retired employee after age 65 (age 62 if the employee shall retire on or after October 1, 1979 and the provisions of Article V, Section 2(e), clause (i) or (ii) are applicable to the employee or age 62 and one month in the case of such a retired employee who shall reach age 62 during or after March,

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1982) if the employee had rejected such survivorship election. The percentage to be used shall be five percent (5%) except that such percentage shall be decreased by 1/2 of 1% for each year in excess of five (5) years up to ten (10) years that the spouse's age exceeds the employee's age and increased by 1/2 of 1% for each year in excess of five (5) years that the spouse's age is less than the employee's age (the age of each determined as being the age at the employee's or the spouse's respective birthday nearest the date on which the first payment of such employee's benefit shall be payable). The reductions provided in this Subsection shall be made in all monthly life income benefits payable to the retired employee on or after the date on which the retired employee's election becomes effective.

(d) The amount of the monthly survivor's benefit payable out of the Pension Fund to the surviving spouse of a retired employee who shall have made the survivorship election specified in Article IV, Section 7(b) or 7(c) of the Plan, whichever is applicable, shall be whichever of the following is applicable: if the election became effective prior to September 1, 1964, the amount shall be fifty percent (50%) of the amount of the monthly life income benefit that was or would have been payable after age 65 to the retired employee after the applicable reduction provided in Subsection (b) above, or in the case of a retired employee who elected the option under Section 2(a)(iii) of this Article V, fifty percent (50%) of the benefit that would have been payable to the retired employee under Section 2(a)(ii) of this Article V, after the applicable reduction provided in Subsection (b) above; if the election became effective on or after September 1, 1964 but before January 1, 1969 the amount shall be fifty-five percent (55%) of the amount of the monthly life income benefit that was or would have been payable after age 65 to the retired employee after the applicable reduction provided in Subsection (b) above; if the election becomes effective on or after January 1, 1969, but before November 1, 1976, the amount shall be fifty-five percent (55%) of the amount of the monthly life income benefit that was or would have been payable after age 65 to the retired employee after the reduction provided in Subsection (b) or (c) above, whichever is applicable; if the election becomes effective based on a retirement or a break in seniority on or after November 1, 1976, but before October 1, 1999, the amount shall be sixty percent

(60%), and effective October 1, 1999, the sixty percent (60%) shall be increased to sixty-five percent (65%) for employees entitled to or currently receiving such benefit amount, if living, (excluding, employees and the employees' surviving spouses entitled to or currently receiving a benefit as a result of eligibility for a Deferred Vested Pension Benefit in accordance with Article V, Section 4) of the amount of the monthly life income benefit that was or would have been payable after age 65 (age 62 if the employee shall retire on or after October 1, 1979 and the provisions of Article V, Section 2(e) clause (i) or (ii) are applicable to the employee or age 62 and one month in the case of such a retired employee who shall attain age 62 during or after March, 1982) to the retired employee after the reduction provided in Subsection (c) above; if the election becomes effective, based on a retirement on or after October 1, 1999, the amount shall be sixty-five percent (65%) and if based on a break in seniority on or after October 1, 1999, the amount shall be sixty-five percent (65%) of the amount of the monthly life income benefit that was or would have been payable after age 62 and one month to the retired employee after the reduction in subsection (c) above.

Except for payments of benefits upon attainment of **RMD Age**~~age 70 ½~~, as provided under Article V, Section 20 (as applicable), no benefit shall be payable under this Subsection or Article V, Section 17 for any month for which the surviving spouse of a retired employee is entitled, under the group insurance program to which the Company contributes, to receive a Transition Survivor Income Benefit or a Bridge Survivor Income Benefit.

The benefit rate used for purposes of calculating the amount of monthly life income benefit referred to in Subsections (b), (c) and (d) above as payable under Section 1, 2 or 3 of this Article V, shall be with respect to benefits payable on or after October 1, 2003, whatever rate is applicable to the retired employee under Section 1, 2 or 3 of this Article V based on the date of the employee's retirement under the Plan.
The benefit rate used for purposes of calculating the amount of monthly life income benefit referred to in Subsection (b), (c) and (d) above as payable under Section 4 of this Article V shall be with respect to benefits payable on or after October 1, 2003, whatever

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rate is applicable to the retired employee under that Section.

(e) Anything to the contrary in the Plan notwithstanding:

(i) In the event the designated spouse of an employee who, on or after September 15, 1970, shall retire and make the survivorship election provided in Subsection 7(c) or Subsection 7(e) of Article IV (including for purposes of this clause (i) a former employee who incurs a break in seniority on or after December 21, 1970 and is entitled to a deferred vested pension benefit) shall predecease such retired employee, or such employee and spouse shall be divorced by court decree and the terms of a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code do not expressly prohibit cancellation of the survivor coverage, such retired employee may cancel the survivorship election and have the employee's monthly life income benefit restored to the amount payable without such election, effective the first day of the third month following the month (for cancellations effective January 1, 1994 through September 30, 2007, that are the result of the death of the designated spouse, restoration of the employee's life income benefit shall be effective the first day of the month following the month) in which the Board shall receive (A) evidence satisfactory to the Board of the spouse's death, or (B) such retired employee's written revocation of the election because of divorce, on a form approved by the Board and accompanied by evidence satisfactory to the Board of a final decree of divorce; provided, however, that cancellation shall not be effective before January 1, 1988 in the case of a survivorship election under Subsection 7(e) of Article IV. For cancellations due to the death of a designated spouse who dies on or after October 1, 2007, the provisions under subsection (e)(iii) shall apply.

(ii) An employee who shall have retired prior to September 15, 1970 (including for purposes of this clause (ii) a former employee who shall have incurred a break in seniority prior to December 21, 1970 and is entitled to a deferred vested pension benefit), and who has made or shall make a survivorship election as provided in Subsection

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7(b) or 7(c) of Article IV or Subsection 15(a) or 15(b) of Article V, but whose designated spouse shall predecease the employee, may have the employee's monthly life income benefit restored to the amount payable without such coverage, effective the first day of the third month following the month (for cancellations effective January 1, 1994 through September 30, 2007, restoration of the employee's life income benefit shall be effective the first day of the month following the month) in which the Board receives evidence satisfactory to the Board of the spouse's death but not prior to April 1, 1971.For cancellations due to the death of a designated spouse who dies on or after October 1, 2007, the provisions under Subsection (e)(iii) shall apply.

(iii) For employees who shall have made a survivorship election as described in subsection (i) and (ii) above and who shall cancel such election on or after October 1, 2007 because the employee's designated spouse shall have pre-deceased the employee, may have the employee's monthly life income benefit restored to the amount payable without such coverage effective the first day of the month following the date in which the spouse dies; provided, that satisfactory evidence of the death is submitted to the Board within six months of the date of death. If such evidence is submitted later than six months following the date of death, the life income benefit shall be restored to the amount without coverage six months prior to the date of receipt of notice by the Board. **Effective for spouse deaths that occur on or after October 1, 2023, if the employee's designated spouse shall have pre-deceased the employee, the employee's monthly life income benefit shall be restored to the amount payable without such coverage. The restoration will be effective the first day of the month following the spouse's date of death, provided that satisfactory evidence of the death is reported to the Board within 24 months following the date of death. Restoration of the life income benefit shall be 24 months prior to the date of receipt of notice for a death not reported within 24 months.**

(iv) In lieu of receiving a reduced amount of any increase in the life income benefit otherwise

payable to the employee under this Article V on or after April 1, 1971 in order to provide an increase in the amount of the survivor's benefit otherwise payable, an employee who shall have retired under Section 1, 2 or 3 of Article IV prior to September 15, 1970 and who is divorced by court decree from the designated spouse for whom the employee has a survivorship election in effect under Subsection 7(b) or 7(c) of Article IV, may cancel the survivorship election and have the employee's monthly life income benefit restored to the amount payable without such election unless the terms of a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code expressly prohibit cancellation or change of the survivor coverage. To make such election the employee must complete a form approved by the Board and file it with the Board, accompanied by evidence satisfactory to the Board of a final decree of divorce, in which case such election shall become effective with respect to benefits payable for months commencing on or after April 1, 1971 or, if later, the first day of the third month following the month (for such elections effective January 1, 1994 and thereafter, restoration of the employee's life income benefit shall be effective the first day of the month following the month) in which the Board receives such completed election form and final decree of divorce.

The amount of any survivor's benefit payable to the designated spouse of a retired employee who shall have made the election provided in this clause (iv) shall be computed in accordance with applicable benefit provisions in effect on September 14, 1970 with respect to benefits commencing on or after the effective date of such election.

(f) The amount of the reduced monthly life income benefit payable out of the Pension Fund under Section 3 of this Article V to an employee who shall retire on or after January 1, 1976 under Section 3 of Article IV and who shall have been deemed to have made the survivorship election provided in Article IV, Section 7(e) of the Plan, shall be determined by reducing actuarially the amount of the applicable benefit for the cost of the survivor benefit payable in the event of the retired employee's death before the first of

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the month following the attainment of age 55. The actuarial reduction shall be based on the age of the retired employee and the employee's spouse (the age of each being determined as the age at the employee's or the spouse's respective birthday nearest the date on which the benefits commence) and shall reflect the extra mortality associated with being disabled.

The table contained in Appendix H is the actuarial reduction factor at selected ages. Actuarial reduction factors for ages not shown will be calculated on the same basis as the factors shown in Appendix H.

(g) The amount of the monthly survivor's benefit payable out of the Pension Fund to the surviving spouse of a retired employee who shall have been deemed to have made the survivorship election specified in Article IV, Section 7(e) of the Plan, commencing the first of the month following the date on which the retired employee would have reached age 55, shall be fifty (50%) percent of the amount of the monthly life income benefit payable to the retired employee after the reduction provided in Subsection (f) above.

Except for payments of benefits upon attainment of **RMD Age**~~age 70 ½~~, as provided under Article V, Section 20 (as applicable), no benefit shall be payable under this Subsection for any month for which the surviving spouse of a retired employee is entitled, under the group insurance program to which the Company contributes, to receive a Transition Survivor Income Benefit or a Bridge Survivor Income Benefit.

The benefit rate used for purposes of calculating the amount of monthly life income benefit referred to in this Subsection and Subsection (f) above as payable under Section 3 of this Article V shall be whatever rate is applicable to the retired employee under Section 3 of this Article V based on the date of the employee's retirement under the Plan.

(h) No benefit under Article V, Section 17 shall be payable if a survivor's benefit is payable under this Section or if any survivor's benefit under this Section has been duly rejected.

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Section 6. Payment of Small Amounts

Effective January 1, 2024, p Prior to the commencement of benefits, if the Actuarial Value in a lump sum of any benefit payable to any surviving spouse, alternate payee, or any other individual who is not an employee immediately prior to the date of retirement is less than or equal to **$7,000**~~$5,000~~ and if such eligible individual is no longer entitled to any payment from group insurance programs, such benefit shall be paid in a lump sum and the Plan shall be discharged of any further liability with respect thereto. **Pursuant to this Section, the Actuarial Value of lump sums prior to January 1, 2024 were subject to a threshold of less than or equal to $5,000.**

With respect to any distribution of any payment of a small amount under this Section after January 1, 1993, to the extent that such payment is at least $200.00, an eligible individual may elect, at the time and in the manner prescribed, to have any portion of the distribution paid directly to an "eligible retirement plan" specified by the eligible individual in a direct rollover. However, effective for distributions paid pursuant to this Section on or after January 1, 2008 that are in excess of $1,000, if the eligible individual does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the eligible individual in a direct rollover or to receive the distribution directly, then the Plan will pay the distribution in a direct rollover to an individual retirement plan designated by the Board. If the eligible individual does not elect a direct rollover, then the taxable portion of the distribution will be subject to the mandatory Federal income tax withholding described in Section 3405 of the Code.

For purposes of this Article V, Section 6, the following definitions shall apply:

(a) Eligible retirement plan: shall mean an individual retirement account or annuity described in Section 408(a) and (b) of the Internal Revenue Code, on and after January 1, 2008 an individual retirement account described in Section 408A of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, a qualified trust described in Section 401(a) of the Internal Revenue Code, an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or

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political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code. With regard to rollovers to a beneficiary who is not a spouse on and after January 1, 2010, eligible retirement plan shall mean an individual retirement account or annuity described in Sections 408(a), 408(b) and 408A ("IRA") of the Internal Revenue Code that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11).

(b) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distribution.

The preceding provisions of this Article V, Section 6 shall also apply with regard to lump sum payments made pursuant to Article V, Section 2(l) and Article V, Section 24.

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Section 7. Commencement of Benefit Payments

(a) Notwithstanding any other provision of this Article or Article VI, in determining any retirement benefits payable out of the Pension Fund to any employee retired on or after January 1, 1962, no benefit shall be payable for any month for which the retired employee is receiving weekly accident or sickness benefits under any plan to which the Company shall have contributed; for any month for which the retired employee is receiving such accident or sickness benefits for part of the month, a proportionate amount of any monthly retirement benefits otherwise payable shall be paid for that part of the month for which the retired employee receives no such accident or sickness benefits. This Section shall have no application with respect to Extended Disability Benefits payable under the group insurance program to which the Company contributes.

(b) **Effective January 1, 2024, i**~~I~~f the present value of an employee's vested accrued benefit derived from employer contributions exceeds (or at the time of any prior distribution exceeded) **$7,000**~~$5,000~~, and the accrued benefit is immediately distributable, the employee and the employee's spouse (or where either the employee or the spouse has died, the survivor) must consent to any distribution of such accrued benefit. The consent of the employee and the employee's spouse shall be obtained in writing within the 180-day period ending on the annuity starting date. The annuity starting date is the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the employee and the employee's spouse of the right to defer any distribution until the employee's accrued benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of section 417(a)(3) of the Internal Revenue Code, and shall be provided no less than 30 days and no more than 180 days prior to the annuity starting date. Monthly retirement benefits shall not commence sooner than the 30 days following the receipt of the required written explanation of distribution options, provided however, that an employee may affirmatively elect in writing to commence the monthly retirement benefits in less than 30 days (but no less than 7 days). **Prior to January 1,**

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2024, the present value of an employee's vested accrued benefit derived from employer contributions was subject to a threshold of $5,000.

Notwithstanding the foregoing, only the employee need consent to the commencement of a distribution in the form of a 50% joint and survivor annuity while the accrued benefit is immediately distributable. Neither the consent of the employee nor the employee's spouse shall be required to the extent that a distribution is required to satisfy section 401(a)(9) or section 415 of the Internal Revenue Code.

An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the employee (or surviving spouse) before the employee attains (or would have attained if not deceased) the later of normal retirement age or age 62.

(c) Notwithstanding any provision in this Article V, Section 7 hereof to the contrary, in the event that the written notice of an employee's optional forms of payment (the "QJSA notice") is required and is provided after the employee's annuity starting date, the employee's annuity starting date shall be deemed a "retroactive annuity starting date." In such event the following shall apply:

(i) The date the first payment is actually made to the employee (the "current annuity starting date") shall occur no later than 90 days after the date the QJSA notice is provided to the employee (unless any delay beyond the 90 days is attributable to reasonable administrative delay in the payment of benefits).

(ii) The information included in the QJSA notice shall include information based on both the employee's retroactive annuity starting date and current annuity starting date.

(iii) The QJSA notice shall include the employee's right to elect in writing either (A) a benefit determined based on the retroactive annuity starting date or (B) a benefit determined based on the current annuity starting date.

(iv) In the event that (A) an employee elects to receive the employee's benefit determined as of a retroactive annuity starting date and (B) under the form of payment elected by such employee the benefit payable to the employee's spouse upon the

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employee's death would be less than the benefit payable to such spouse if the employee had elected to receive a 50% joint and survivor annuity with the employee's spouse as beneficiary payable as of the current annuity starting date, then the employee's spouse must consent in writing to the employee's election of such retroactive annuity starting date.

(v) Except in the case where payment of the employee's benefit (other than a form of payment that is subject to IRC Section 417(e)) commences no more than 12 months after the retroactive annuity starting date, the employee's benefit determined based on the retroactive annuity starting date (including any interest adjustments) shall satisfy the requirements of IRC Section 415 if the current annuity starting date were to be substituted for the retroactive annuity starting date for all purposes, including for purposes of determining the applicable interest rate and the applicable mortality table used to adjust such limits.

(vi) If the employee's benefit is payable in a form of payment which would have been subject to IRC Section 417(e) if payment had commenced as of the retroactive annuity starting date, then the amount of payment as of the current annuity starting date shall be no less than the amount of payment produced by applying the applicable interest rate and the applicable mortality table (as each is defined in IRC Section 417(e)(3)), in effect as of the third calendar month preceding the first day of the year which includes the date on which the distribution is paid from the Trust, to the annuity form that was used to determine the amount of payment as of the employee's retroactive annuity starting date.

(vii) In the event that an employee elects (with spousal consent, if applicable) to receive the employee's benefit determined as of a retroactive annuity starting date, the employee shall receive a make- up payment to reflect any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payment, with an appropriate adjustment for interest from the date the missed payment or payments would have been made (including, if applicable, a payment

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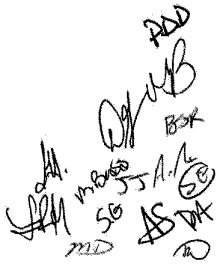
of the single- sum value of the employee's retirement benefit) to the date of the actual make-up payment. If the employee's benefit is paid in a form other than a single-sum payment, the benefit payments, other than any required make-up payment, shall be in an amount that is equal to the amount which would have been paid to the employee had payments actually commenced on the employee's retroactive annuity starting date. For purposes of determining the make-up payment, the interest adjustment shall be based on the 3-month U.S. Constant Maturity Treasury Rate in effect as of the third calendar month preceding the first day of the year which includes the date on which the distribution is paid from the Trust.

(viii) For purposes of the foregoing, references to an employee's spouse shall include an alternate payee who, under the terms of a qualified domestic relations order, is required to be treated as a surviving spouse in the event of the employee's death.



Section 17. Pre-Retirement Survivor's Benefit to Comply with the Retirement Equity Act of 1984

(a) The monthly survivor's benefit payable out of the Pension Fund to any surviving spouse who shall have become eligible for such benefit under the provisions of Article IV, Section 8 of the Plan shall be fifty percent (50%) of the monthly life income benefit as determined under Article V, Section 4, otherwise payable based on the (i) date of death of the employee, or (ii) date seniority broke for a former employee, after any reductions provided in Article V, Section 4 and Appendix I of the Plan.

(b) No benefit shall be available under this Section 17 if the retired employee is receiving a disability retirement benefit before age 55 and survivor benefits are available under Article V, Section 5(f) and (g), even though such survivor benefits may have been duly rejected.

(c) In the event of divorce the employee or former employee can revoke the coverage provided hereunder without spousal consent, unless a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code requires such coverage to remain in effect for the former spouse.

(d) Except for payments of benefits upon attainment of **RMD** ~~Agecage 70 ½~~, as provided under Article V, Section 20 (as applicable), no benefit shall be payable under this Section for any month for which the surviving spouse of an employee is entitled, under the group insurance program to which the Company contributes, to receive a Transition Survivor Income Benefit or a Bridge Survivor Income Benefit.

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Section 20. Payment of Benefits After RMD Age~~Age 70-1/2~~

(a) Notwithstanding any other provisions of this Plan, in the case of an employee who is otherwise eligible for monthly retirement benefits under the Plan, who has attained age 70-1/2 on or after January 1, 1988 but on or before December 31, 1998, and who has not retired or otherwise incurred a break in seniority:

(i) The monthly life income benefit payable from the Pension Fund under the Plan shall begin no later than April 1 of the calendar year following the calendar year in which the employee attains age 70-1/2 (except that for an employee who attained age 70-1/2 during calendar year 1988, the required beginning date shall be April 1, 1990; and, except for an employee who attained age 70-1/2 during calendar years 1996, 1997 or 1998, unless such employee makes an election as provided in subsection (d) below) in an amount determined under Article V, Section 1 as though the employee had retired as of such beginning date;

(ii) Such monthly life income benefit shall be reduced to include survivorship, as provided in Article V, Section 5(c) as though the employee had retired on the commencement date of payment hereunder, provided, however, that such automatic survivor election may be waived prior to the commencement date in accordance with the procedures set forth in Article IV, Section 7(e);

(iii) Any increase in the employee's monthly life income benefit by reason of increases in the applicable rates or additional credited service after such benefit has begun pursuant to this Section 20 ("Additional Benefit Accruals"), shall begin no later than April 1 of each succeeding calendar year during the continued employment of such employee, provided, however, that such Additional Benefit Accruals shall be reduced by the actuarial value of the sum of all cash distributions received by any otherwise eligible employee prior to the employee's actual retirement under this Plan.

(b) Notwithstanding any other provision of this Plan, in the case of an employee who is otherwise eligible for monthly retirement benefits under the Plan who has

attained age 70- 1/2 on or after January 1, 1997, and who has not retired or otherwise incurred a break in seniority, the monthly life income benefit payable from the Pension Fund under the Plan shall commence upon retirement, subject to any applicable reductions for survivorship, as provided in Article V, Section 5 (c). At the time of such employee's retirement under the Plan, the employee's accrued benefit at age 70-1/2 under the Plan will be actuarially increased, in accordance with Section 401(a)(9)(c) of the Internal Revenue Code, and regulations thereunder, to take into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan.

(c) Effective January 1,1997, an active employee who attained age 70-1/2 prior to January 1,1997 and who commenced a monthly retirement benefit in accordance with subsection (a) above, shall continue to receive such monthly retirement benefit unless such employee irrevocably elects, on a form approved by the Board, to discontinue such payments until actual retirement. In the event the employee so elects, the employee's accrued retirement benefit upon actual retirement will be actuarially increased in accordance with subsection (b) above to take into account the period after the employee's election when such employee was not receiving benefits under the Plan.

(d) An active employee who attained age 70-1/2 during calendar years 1996, 1997 or 1998 and who otherwise would commence a monthly retirement benefit in accordance with subsection (a) above shall have such monthly retirement benefit deferred until actual retirement unless such employee irrevocably elects, on a form approved by the Board, to commence distribution on or after April 1 of the calendar year following the calendar year in which the employee attains age 70-1/2. The employee's accrued retirement benefit will be actuarially increased in accordance with subsection (b) above to take into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan. However, the required beginning date for a participant who is a 5% owner is April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2.

(e) Distribution pursuant to this Section 20 shall be made in accordance with such ~~further~~ regulations **as may be** prescribed by the Secretary of Treasury, pursuant to

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Section 401(a)(9) of the Internal Revenue Code, from time to time, ~~(or other Section of the Internal Revenue Code governing required payments from a defined benefit pension plan before an employee's retirement), including Section 1.401(a)(9)-6 of the regulations, and the Final Regulations issued June 15, 2004 under Section 401(a)(9) of the Internal Revenue Code,~~ including the minimum distribution incidental benefit requirement of Section 1.40(a)(9)-1(b)(1)(i) of the regulations, and subject to such regulations as the Board may prescribe. ~~Additionally, all distributions required under this Section 20 shall be determined and made in accordance with the regulations under Section 401(a)(9) of the Internal Revenue Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-1(b)(1)(i) of the regulations.~~ The requirements of this Section 20 will take precedence over any inconsistent provisions of the Plan.

(f) Notwithstanding any other provisions of this Plan, effective as of January 1, 2020 for employees who were born after June 30, 1949, in the case of any such terminated employee who is eligible for monthly retirement benefits under the Plan the monthly Life Income Benefit payable from the Retirement Fund under the Plan shall begin no later than April 1 of the calendar year following the calendar year in which the employee attains RMD Age in an amount determined under Article V as though the employee has retired as of such required beginning date.

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Section 21. Accrued Pension Benefit

In the event an employee is transferred to a job which results in a lower life income benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of the employee's accrued pension benefit on the date of such transfer to such job.

Section 22. Deemed Disability Survivor's Benefit

Notwithstanding any other provision in this Plan to the contrary, the five month period described in Article V, Section 3(g) shall be waived for an employee who (i) while on medical leave of absence applied for the disability retirement benefit as provided in Article IV, Section 3, (except that, beginning October 1, 1999, in the case of an occupational injury or illness incurred in the course of the employee's employment by the Company resulting in death, the leave of absence requirement shall not apply), and (ii) died prior to completion of the five month period directly or indirectly as a result of the condition which gave rise to the medical leave of absence (for example excluding death as a result of homicide, suicide, or accidental death). The surviving spouse of such an employee shall be eligible to receive the survivor's benefit the spouse would have been eligible to receive if the employee had been approved for a disability retirement benefit and survived until the end of the five month period under any of the applicable survivor benefits provisions of this Plan, excluding a benefit payable under Article V, Section 17.

Section 23. Continued Employment After Age 65-Notice of Postponement of Retirement Income

The commencement of retirement income is postponed for employees who are age 65 or older and who are active employees of the Company until the employee is credited with less than 40 Hours of Service, per calendar month in accordance with DOL Reg. 2530.203-3(c) (1). No later than the end of the first month following the month in which an eligible employee reaches age 65, the eligible employee shall be sent notice by first class mail that commencement of retirement income is being postponed due to the employee's continued employment with the Company.

Section 24. Lump Sum Payments

The Plan shall provide lump sum benefits in accordance with this Section 24 to employees who are eligible for such benefits pursuant to Section 24(a). Such lump sum benefits shall be payable from the Retirement Fund in an amount

determined pursuant to Section 24(b) and according to the payment schedule set forth in Section 2(c).

(a) Eligibility for Lump Sum Benefits:

(i) Eligibility for December 2007 Lump Sum Benefits: Employees who meet the following eligibility requirements on December 1, 2007 shall be eligible for lump sum benefits payable for December 2007:

(A) Employees who retired prior to October 1, 2007 under Article IV, Section 1, 2 or 3 and were receiving benefits from the Plan on December 1, 2007;

(B) Surviving spouses of such eligible employees,

(C) Surviving spouses of such eligible employees who, prior to October 1, 2007, were eligible for surviving spouse benefits under Article IV, Section 7(a), excluding surviving spouses of former employees who broke seniority and were only eligible for deferred vested benefits under Article V, Section 6; or

(D) Surviving spouses of such eligible employees who, prior to October 1, 2007, were eligible for surviving spouse benefits under Article V, Section 15 and were receiving benefits from the Plan on December 1, 2007.

(E) Eligible employees and such employees' surviving spouses shall include those employees who retired and commenced benefit payments on October 1, 2007, or November 1, 2007, pursuant to the Unpublished Letter of Understanding entitled, "10/1/2007 and 11/1/2007 Ford-UAW Retirees - Lump Sum Payment" dated May 15, 2008.

(ii) Eligibility for December 2008 Lump Sum Benefits: Employees who meet the following requirements on December 1, 2008 shall be eligible for lump sum benefits payable for each such year:

(A) Employees who were eligible for and received lump sum benefits for the previous December, are alive on December 1 of the

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applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

(B) Surviving spouses of such eligible employees, either of whom were eligible for or received lump sum benefits for the previous December, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year

(C) Eligible employees and such employees' surviving spouses shall include those employees who retired and commenced benefit payments on October 1, 2007, or November 1, 2007, pursuant to the Unpublished Letter of Understanding entitled "10/1/2007 and 11/1/2007 Ford-UAW Retirees - Lump Sum Payment" dated May 15, 2008.

(iii) Eligibility for December 2009 Lump Sum Benefits: Employees who meet the following requirements on December 1, 2009 shall be eligible for lump sum benefits payable for each such year

(A) Retired employees who were eligible for and received lump sum benefits for the previous December, are alive on December 1 of the applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

(B) Surviving spouses of such retired employees, either of whom were eligible for or received lump sum benefits for the previous December, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year; and

(C) Eligible employees and the employees' surviving spouses shall include those employees who retired and commenced benefit payment on October 1, 2007 or November 1, 2007 pursuant to the Unpublished Letter of Understanding entitled, "10/1/2007 and

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(iv) Eligibility for December 2010 Lump Sum Benefits: Individuals who meet the following requirements on December 1, 2010, shall be eligible for lump sum benefits payable for each such year:

(A) Retired employees who were eligible for and received lump sum benefits for the previous December, are alive on December 1 of the applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

(B) Surviving spouses of such retired employees, either of whom were eligible for or received lump sum benefits for the previous December, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year.

(C) Eligible employees and such employees' surviving spouses shall include those employees who retired and commenced benefit payment on October 1, 2007, or November 1, 2007, pursuant to the Unpublished Letter of Understanding entitled, "10/1/2007 and 11/1/2007 Ford-UAW Retirees' - Lump Sum Payment" dated May 15, 2008.

(v) Eligibility for March 2016 Lump Sum Benefits: Individuals who meet the following requirements shall be eligible for lump sum benefits payable for March 2016:

(A) Eligible employees who retired prior to December 1, 2015, under Article IV, Section 1, 2 or 3, and who were alive on March 31, 2016; and

(B) Surviving spouses who were alive on March 31, 2016, of such retired employees.

(vi) Eligibility for December 2016 Lump Sum Benefits: Individuals who meet the following requirements shall be eligible for lump sum benefits payable for December 2016:

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(A) Retired employees who were eligible for and received lump sum benefits for the previous March, are alive on December 1 of the applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

(B) Surviving spouses of such retired employees, either of whom were eligible for or received lump sum benefits for the previous March, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year.

(vii) Eligibility for December 2017 Lump Sum Benefits: Individuals who meet the following requirements shall be eligible for lump sum benefits payable for December 2017:

(A) Retired employees who were eligible for and received lump sum benefits for the previous December, are alive on December 1 of the applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

(B) Surviving spouses of such retired employees, either of whom were eligible for or received lump sum benefits for the previous December, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year.

(viii) Eligibility for December 2018 Lump Sum Benefits: Individuals who meet the following requirements shall be eligible for lump sum benefits payable for December 2018:

(A) Retired employees who were eligible for and received lump sum benefits for the previous December, are alive on December 1 of the applicable year for which the lump sum benefits will be provided, and otherwise are eligible for lump sum benefits for such year; and

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(B) Surviving spouses of such retired employees, either of whom were eligible for or received lump sum benefits for the previous December, and who are alive on December 1 of the applicable year for which the lump sum benefits will be provided and otherwise are eligible for lump sum benefits for such year.

(b) Amount of Lump Sum Benefits

(i) Amount of Lump Sum Benefits for December 2007, 2008, 2009, and 2010:

(A) The amount of any lump sum benefit payable to an eligible employee for December 2007 shall be $700.00. The amount of any lump sum benefit payable to an eligible employee for December 2008, 2009, and 2010 shall be determined by multiplying such employee's years of credited service by $23.33; provided, however, that the amount of any lump sum benefit payable pursuant to this Subsection for 2008, 2009, and 2010 shall not exceed $700.00. The amount of any lump sum benefit payable to an eligible employee who has a disability overpayment under the Ford Motor Company Disability Plan shall be fifty percent (50%) of the lump sum benefit payment amount otherwise payable to eligible employee without disability overpayments under the Ford Motor Company Disability Plan.

(B) The amount of any lump sum benefit payable to an eligible surviving spouse of an eligible employee will be sixty-five percent (65%) of the amount that would have been payable pursuant to Subsection B(i) to such employee.

(C) For purposes of determining the amount of an employee's lump sum payment, if the employee has earned any credited service under the former AutoAlliance International, Inc. Retirement Plan for Employees represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, the lump sum amount payable from this Plan shall be prorated based on the

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credited service earned under the Plan divided by the total credited service earned under this Plan and the former AAI-UAW Retirement Plan.

(ii) Amount of Lump Sum Benefits for March 2016, December 2016, December 2017, and December 2018:

(A) The amount of any lump sum benefit payable to an eligible retired employee for March 2016, December 2016, December 2017, and December 2018, shall be $250 for each payment.

(B) The amount of any lump sum benefit payable to an eligible surviving spouse of an eligible retired employee for March 2016, December 2016, December 2017, and December 2018, shall be $125 for each payment.

(C) If the retired employee or the surviving spouse receives benefits from both the UAW Retirement Plan and the AAI-UAW Retirement Plan, the lump sum amount will be payable from the UAW Retirement Plan as indicated in this Article V, Section 24(b)(ii)(A) and 24(b)(ii)(B).

(c) Payment of Lump Sum Benefits

(i) December 2007 Lump Sum Benefit Payment. A lump sum benefit shall be paid to each eligible employee and to each eligible surviving spouse as soon as administratively practicable on or after December 1, 2007.

(ii) December 2008, 2009, and 2010 Lump Sum Benefit Payments. A lump sum benefit shall be paid to each eligible employee and to each eligible surviving spouse as soon as administratively practicable on or after each applicable December 1 in 2008, 2009, and 2010.

(iii) March 2016 Lump Sum Benefit Payment. A lump sum benefit shall be paid to each eligible retired employee and to each eligible surviving spouse as soon as administratively practicable on or after March 31, 2016.

(iv) December 2016 Lump Sum Benefit Payment. A lump sum benefit shall be paid to each eligible

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retired employee and to each eligible surviving spouse as soon as administratively practicable on or after December 1, 2016.

(v) December 2017 Lump Sum Benefit Payment. A lump sum benefit shall be paid to each eligible retired employee and to each eligible surviving spouse as soon as administratively practicable on or after December 1, 2017.

(vi) December 2018 Lump Sum Benefit Payment. A lump sum benefit shall be paid to each eligible retired employee and to each eligible surviving spouse as soon as administratively practicable on or after December 1, 2018.

Notwithstanding the forgoing, the lump sum benefit described herein is a negotiated benefit resulting from good faith bargaining between the Company and the Union and shall be subject to renegotiation from time to time. Therefore, this benefit shall in no event be construed to be part of the accrued benefit otherwise payable under the terms of the Plan.

Section 25. Funding-Based Limits on Benefits and Benefit Accruals

Notwithstanding any provision of the Plan to the contrary, effective January 1, 2010, the Plan shall apply funding-based limitations in accordance with this Section, Code Section 436, and any applicable regulations. Such limitations shall be based on the Plan's adjusted funding target attainment percentage as certified by the Plan's enrolled actuary, except to the extent the presumptions under Code Section 436(h) shall apply.

(a) Limitations Applicable if the Plan's Adjusted Funding Target Attainment Percentage is less than 80%, but not less than 60%. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80% (or would be less than 80% to the extent described in Subsection 25(a)(ii) below) but is not less than 60%, then the limitations set forth in this Subsection 25(a) apply.

(i) 50% Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. An employee or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable

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Code Section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(A) 50% of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(B) 100% of the PBGC maximum benefit guarantee amount (as defined in Treasury Regulations Section 1.436-1(d)(3)(iii)(C)).

The limitation set forth in this Subsection 25(a)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the employee. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to an employee or beneficiary as of the annuity starting date because of the application of the requirements of this Subsection 25(a)(i), the employee or beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Treasury Regulations Section 1.436-1(d)(3)(iii)(D)). The employee or beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50% / PBGC maximum benefit guarantee amount limitation described in this Subsection 25(a)(i), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 80%; or

(B) 80% or more, but would be less than 80% if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

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The limitation set forth in this Subsection 25(a)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of employees covered by the amendment.

(b) Limitations Applicable if the Plan's Adjusted Funding Target Attainment Percentage is less than 60%. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60% (or would be less than 60% to the extent described in Subsection 25(b)(ii) below), then the limitations in this Subsection 25(b) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. An employee or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable Code Section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Subsection 25(b)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the employee.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 60%; or

(B) 60% or more, but would be less than 60% if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100%.

(iii) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable Code Section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this

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Subsection 25(b)(iii), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

(c) Limitations Applicable if the Company is in Bankruptcy. Notwithstanding any other provisions of the Plan, an employee or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Company is a debtor in a case under Title 11, United States Code, or similar Federal or state law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. In addition, during such period in which the Company is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. The limitation set forth in this Subsection 25(c) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the employee.

(d) Provisions Applicable after Limitations Cease to Apply.

(i) Resumption of Prohibited Payments. If a limitation on prohibited payments under Subsection 25(a)(i), Subsection 25(b)(i), or Subsection 25(c) applied to the Plan as of a Code Section 436 measurement date, but that limit no longer applies to the Plan as of a later Code Section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later Code Section 436 measurement date.

In addition, after the Code Section 436 measurement date on which the limitation on prohibited payments under Section 25(a)(i) or 25 (b)(i) ceases to apply to the Plan, any participant or beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is

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permitted to make a new election (within 90 days after the Code Section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified at a new annuity starting date to be changed to a single sum payment for the remaining value of the participant or beneficiary's benefit under the Plan, subject to the other rules in this Section of the Plan and applicable requirements of Code Section 401(a), including spousal consent.

(ii) Resumption and Restoration of Benefit Accruals. If a limitation on benefit accruals under Subsection 25(b)(iii) applied to the Plan as of a Code Section 436 measurement date, but that limitation no longer applies to the Plan as of a later Code Section 436 measurement date, benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later Code Section 436 measurement date , except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor Regulation 29 CFR Section 2530.204-2(c) and (d). In the event benefit accruals ceased in accordance with Subsection 25(b)(iii), but the limitation under Subsection 25(b)(iii) no longer applies to the Plan as of a later Code Section 436 measurement date, any benefits or accruals that were not accrued as a result of the application of Subsection 25(b)(iii) shall be restored as soon as legally permissible.

(iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Subsection 25(b)(ii), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury Regulations Section 1.436-1(g)(5)(ii)(B)), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without

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regard to Subsection 25(b)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit with respect to the **unpredictable contingent event**~~Unpredictable Contingent Event~~ that occurred during that Plan Year until restoration occurs pursuant to Section 25(d)(iv).

(iv) Further Restoration of Accruals and Unpredictable Contingent Event Benefits. If all benefit accruals that were not permitted to accrue because of the application of Section 25(b)(iii) are not permitted to be restored under Section 25(d)(ii), the Plan shall be deemed to be amended to fully restore benefit accruals that were not permitted to accrue because of the application of Section 25(b)(iii) as soon as possible after the limitation of Section 25(b)(iii) ceases to apply and the limitation of Section 25(a)(ii)(A) ceases to apply, unless full restoration would cause the limitation of Section 25(a)(ii)(B) to apply. Similarly, notwithstanding Section 25(d)(iii), if all unpredictable contingent event benefits that were not permitted to be paid because of the application of Section 25(b)(ii) are not permitted to be restored under Section 25(d)(iii), the Plan shall be deemed to be amended to fully restore unpredictable contingent event benefits that were not permitted to be paid because of the application of Section 25(b)(ii) as soon as possible after the limitation of Section 25(b)(ii) ceases to apply and the limitation of Section 25(a)(ii)(A) ceases to apply, unless full restoration would cause the limitation of Section 25(a)(ii)(B) to apply. If a Plan amendment would fully restore benefit accruals after Section 25(b)(iii) ceases to apply, or a Plan amendment would fully restore unpredictable contingent event benefits after Section 25(b)(ii) ceases to apply, and such Plan amendment would not be limited by Section 25(a)(ii)(A), but would be limited by Section 25(a)(ii)(B), then instead of full restoration, the Plan shall be deemed to be amended, and subsequently actually amended in accordance with applicable Plan provisions and legal requirements, to provide that benefit accruals and unpredictable contingent event benefits shall be restored sequentially to the extent possible without causing the limitation of Section 25(a)(ii)(B) to apply, in the following order of priority:

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(A) First, benefit accruals that ceased under Section 25(b)(iii) shall be restored to participants who have terminated employment and whose payments of a pension have been affected by the accrual cessation, and to beneficiaries of deceased participants (regardless of whether the deceased participants were eligible to commence benefits at the time of death) whose payments of a pension have been affected by the accrual cessation, in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen. When restoration occurs, a single lump sum payment shall be made to each affected payee (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such accruals that would have been included in payments previously made, and future benefit payments shall be adjusted to the monthly amount that would have been payable if accruals had not ceased under Section 25(b)(iii). For the avoidance of doubt, such restoration of accruals under this Section 25(d)(iv)(A) is not intended to restore that portion of the benefit payable to a participant receiving a special early retirement pension that may be characterized as an unpredictable contingent event benefit, and such portion shall be restored in accordance with Section 25(d)(iv)(B), to the extent permitted.

(B) Next, unpredictable contingent event benefits shall be restored to participants and beneficiaries of deceased participants whose benefit payments or right to future benefit payments were affected by the requirements in Section 25(d)(iii) that the Plan be treated as not providing the unpredictable contingent event benefit if an unpredictable contingent event occurs in a Plan Year when the restrictions of Section 25(b)(ii) apply, in the chronological order in which the benefits would have been paid if the benefits had been provided from the time of the unpredictable contingent event. Participants who elected another available

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benefit while the unpredictable contingent event benefit was not available shall be provided a limited opportunity to elect to receive the unpredictable contingent event benefit in lieu of the previously elected benefit (subject to reduction for the actuarial equivalent of benefits received under the previously elected benefit) and will be treated as having a new annuity starting date for this purpose. When restoration occurs, a single lump sum payment shall be made to each payee whose past benefit payments were prohibited or reduced (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such unpredictable contingent event benefits, and future benefit payments shall be adjusted to the monthly amount that would have been payable if unpredictable contingent event benefits had not been limited by Section 25(b)(ii).

(C) Next, benefit accruals that ceased under Section 25(b)(iii) shall be restored to all other participants in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen.

(v) Treatment of Plan Amendments that Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Subsection 25(a)(ii) or Subsection 25(b)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury Regulations Section 1.436-1(g)(5)(ii)(C)), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall take effect as soon as permitted, and benefits shall be restored based on the effective date of the original amendment, subject to the provisions of Section 25(d).

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(vi) Notice Requirement. See Section 101(j) of ERISA for rules requiring the plan administrator of a single employer defined benefit pension plan to provide a written notice to participants and beneficiaries within 30 days after certain specified dates if the plan has become subject to a limitation described in Section 25(a)(i), Section 25(b), or Section 25(c).

(vii) Methods to Avoid or Terminate Benefit Limitations. See Code Section 436(b)(2), (c)(2), (e)(2), and (f) and Treasury Regulations Section 1.436-1(f) for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Subsections 25(a) through (c) for a Plan Year. In general, the methods the Company may use to avoid or terminate one or more of the benefit limitations under Subsections 25(a) through (c) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan. However, the Company shall not, in any event, be required to make contributions to the Plan solely to avoid the application of the funding-based restrictions under Code Section 436 and the Treasury regulations; the resumption of prohibited payments, restoration of benefit accruals, retroactive payments or retroactive Plan amendments shall only be effective if such resumption, restoration, retroactive payments or retroactive amendment does not cause the funding-based restriction under Code Section 436 and the Treasury regulations promulgated thereunder to apply.

(e) Special Rules.

(i) Rules of Operation for Periods prior to and after Certification of Plan's Adjusted Funding Target Attainment Percentage.

(A) In General. Code Section 436(h) and Treasury Regulations Section 1.436-1(h) set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment

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percentage for the Plan Year, and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Treasury Regulations Section 1.436-1(h)(4)(ii), but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Code Section 436(h) and Treasury Regulations Section 1.436-1(h) applies to the Plan, the limitations under Subsections 25 (a) through (c) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Treasury Regulations Section 1.436-1(h)(1), (2), or (3). These presumptions are set forth in Subsections 25(e)(i)(B) though (D).

(B) Presumption of Continued Underfunding beginning First Day of Plan Year. If a limitation under Subsection 25 (a), (b), or (c) applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Subsection 25(e)(i)(C) or Subsection 25(e)(i)(D) applies to the Plan:

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(2) The first day of the current Plan Year is a Code Section 436 measurement date.

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(C) Presumption of Underfunding beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60% but less than 70% or at least 80% but less than 90%, or is described in Treasury Regulations Section 1.436-1(h)(2)(ii), then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Subsection 25(e)(i)(D) applies to the Plan:

(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(2) The first day of the 4th month of the current Plan Year is a Code Section 436 measurement date.

(D) Presumption of Underfunding on and after First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Treasury Regulations Section 1.436-1(h)(4)(ii), but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

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(1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60%; and

(2) The first day of the 10th month of the current Plan Year is a Code Section 436 measurement date.

(E) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Subsection 25(e)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Subsection 25(a)(ii) and Subsection 25(b)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Treasury Regulations Section 1.436-1(g)(2)(iii).

(ii) Special Rules Relating to Plan Termination. The limitations on prohibited payments in Subsection 25(a)(i), Subsection 25(b)(i), and Subsection 25(c) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this section of the Plan do not cease to apply as a result of termination of the Plan.

(iii) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Section 25(b)(iii) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under Section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

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(iv) Interpretation of Provisions. This Section 25, including the limitations imposed hereunder, are intended to comply with Code Section 436 and shall, to the extent practicable, be interpreted and administered in accordance therewith and in a manner

that is consistent with Treasury Regulations Section 1.436-1, the terms of which are incorporated herein by reference.

(f) Definitions. The definitions in the following Treasury Regulations apply for purposes of Subsections 25 (a) through (e): Treasury Regulations Section 1.436-1(j)(1), defining adjusted funding target attainment percentage; Treasury Regulation Section 1.436-1(j)(2), defining annuity starting date; Treasury Regulations Section 1.436-1(j)(6), defining prohibited payment; Treasury Regulations Section 1.436-1(j)(8), defining Code Section 436 measurement date; and Treasury Regulations Section 1.436-1(j)(9), defining an unpredictable contingent event and an unpredictable contingent event benefit.

(g) Effective Date. The rules in Subsections 25 (a) through (f) are effective for Plan Years beginning on and after January 1, 2010.

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Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 1992 but before October 1, 1993	On or after October 1, 1992 and prior to October 1, 1993	$29.30	$ 879.00	62*
	On or after October 1, 1993 and prior to October 1, 1996	$30.30	$ 909.00	62*
	On or after October 1, 1996 and prior to October 1, 1999	$31.45	$ 943.00	62*
	On and after October 1, 1999 and prior to October 1, 2007	$32.70	$ 981.00	62*
	On or after October 1, 2007	$33.70	$1,011.00	62*
On or after October 1, 1993 but before October 1, 1994	On or after October 1, 1993 and prior to October 1, 1996	$31.00	$ 930.00	62*
	On or after October 1, 1996 and prior to October 1, 1999	$32.15	$ 964.50	62*
	On and after October 1, 1999 and prior to October 1, 2007	$33.40	$1,002.00	62*
	On or after October 1, 2007	$34.40	$1,032.00	62*

Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 1994 but before October 1, 1995	On or after October 1, 1994 and prior to October 1, 1996	$31.95	$ 958.50	62*
	On or after October 1, 1996 and prior to October 1, 1999	$33.10	$ 993.00	62*

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	On and after October 1, 1999 and prior to October 1, 2007	$34.35	$1,030.50	62*
	On or after October 1, 2007	$35.35	$1,060.50	62*
On or after October 1, 1995 but before October 1, 1996	On or after October 1, 1995 and prior to October 1, 1996	$33.10	$ 993.00	62*
	On or after October 1, 1996 and prior to October 1, 1999	$34.25	$1,027.50	62*
	On and after October 1, 1999 and prior to October 1, 2007	$35.50	$1,065.00	62*
	On or after October 1, 2007	$36.50	$1,095.00	62*

Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 1996 but before October 1, 1997	On or after October 1, 1996 and prior to October 1, 1999	$34.50	$1,035.00	62*
	On and after October 1, 1999 and prior to October 1, 2007	$35.75	$1,072.50	62*
	On or after October 1, 2007	$36.75	$1,102.50	62*
On or after October 1, 1997 but before October 1, 1998	On or after October 1, 1997 and prior to October 1, 1999	$35.75	$1,072.50	62*
	On and after October 1, 1999 and prior to October 1, 2007	$37.00	$1,110.00	62*
	On or after October 1, 2007	$38.00	$1,140.00	62*
On or after October 1, 1998 but before October 1, 1999	On or after October 1, 1998 and prior to October 1, 1999	$37.40	$1,122.00	62*
	On and after October 1, 1999	$38.65	$1,159.50	62*

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	and prior to October 1, 2007			
	On or after October 1, 2007	$39.65	$1,189.50	62*

Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 1999	On or after October 1, 1999	$38.85	$1,165.50	62*
but before October 1, 2000	and prior to October 1, 2007			
	On or after October 1, 2007	$39.95	$1,195.50	62*
On or after October 1, 2000	On or after October 1, 2000	$40.45	$1,213.50	62*
but before October 1, 2001	and prior to October 1, 2007			
	On or after October 1, 2007	$41.45	$1,243.50	62*
On or after October 1, 2001	On or after October 1, 2001	$42.35	$1,270.50	62*
but before October 1, 2002	and prior to October 1, 2007			
	On or after October 1, 2007	$43.35	$1,300.50	62*
On or after October 1, 2002	On or after October 1, 2002	$44.45	$1,333.50	62*
but before October 1, 2003	and prior to October 1, 2007			
	On or after October 1, 2007	$45.45	$1,363.50	62*
On or after October 1, 2003	On or after October 1, 2003	$45.75	$1,372.50	62*
but before October 1, 2004	and prior to October 1, 2007			
	On or after October 1, 2007	$46.75	$1,402.50	62*

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Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 2004 but before October 1, 2005	On or after October 1, 2004 and prior to October 1, 2007	$47.05	$1,411.50	62*
	On or after October 1, 2007	$48.05	$1,441.50	62*
On or after October 1, 2005 but before October 1, 2006	On or after October 1, 2005 and prior to October 1, 2007	$48.50	$1,455.00	62*
	On or after October 1, 2007	$49.50	$1,485.00	62*
On or after October 1, 2006 but before October 1, 2007	On or after October 1, 2006 and prior to October 1, 2007	$49.80	$1,494.00	62*
	On or after October 1, 2007	$50.80	$1,524.00	62*
On or after October 1, 2007 but before October 1, 2008	On or after October 1, 2007	$50.80	$1,524.00	62*

Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance(contd.)

Date of Retirement Under Plan	Date of Eligibility An Unreduced Social Security Benefit	Amount of Reduction Per Year of Creditable Service At Retirement	Maximum Reduction	Amount of Reduction Application to Benefit Payable For Months Prior to Age
On or after October 1, 2008 but before October 1, 2009	On or after October 1, 2008	$51.00	$1,530.00	62*
On or after October 1, 2009 but before October 1, 2010	On or after October 1, 2009	$51.20	$1,536.00	62*
On or after October 1, 2010	On or after October 1, 2010	$51.40	$1,542.00	62*

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but before October 1, 2023				
On or after October 1, 2023	On or after October 1, 2023	$56.20	$1,686.00	62*

* Age 62 and one month in the case of a retired employee who shall attain age 62 during or after March, 1982.

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ARTICLE XVI

NAMED FIDUCIARY AND ALLOCATION OF RESPONSIBILITIES

Pursuant to ERISA, the Company shall be the sole named fiduciary with respect to the Plan and, except as otherwise stated with respect to the functions, jurisdiction and powers of the Board of Administration in Article VII, shall have authority to control and manage the operation and administration of the Plan.

The Board of Directors shall have the authority on behalf of the Company to determine major funding policy under the Plan, to appoint and remove trustees and investment advisors under the Plan, to approve policies relating to the allocation of contributions and the distribution of assets among trustees and investment advisors, and to approve Plan amendments, except that the ~~Chief Administrative Officer and~~ General Counsel, Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** are designated to approve Plan additions, deletions and modifications on behalf of the Company to the extent deemed necessary or appropriate under ERISA or the Internal Revenue Code.

The Treasurer shall be authorized on behalf of the Company to carry out a funding policy and method with respect to the Plan; to contract with the trustees and investment advisors under the Plan and to determine the form and terms of the trust and investment advisors agreements to allocate contributions and distribute assets among trustees and investment advisors, and to appoint an actuary and auditor under the Plan, and shall have authority to designate other persons to carry out specific responsibilities in connection therewith; provided, however, that such actions shall be consistent with ERISA, the policy of the Board of Directors and the Plan.

Except as otherwise provided in this Article or elsewhere in the Plan, the Chief Human Resources Officer and the Chief Financial Officer **(or their functional equivalents)** are designated to carry out the Company's responsibilities with respect to the Plan. The Chief Human Resources Officer and the Chief Financial Officer **(or their functional equivalents)** may allocate responsibilities between themselves and may designate other persons to carry out specific responsibilities on behalf of the Company.

~~In the event of a change in a designated officer's title, the officer or officers with functional responsibility for the Plan shall have the authority to the extent described in this Article.~~

Any Company director, officer or employee who shall have been expressly designated pursuant to the Plan to carry out specific

ARTICLE XVI

NAMED FIDUCIARY AND ALLOCATION OF RESPONSIBILITIES

Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Plan and may employ one or more persons to render advice with regard to any responsibility such director, officer or employee has under the Plan.

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II. Life Income Benefit Rates (cont'd)

TABLE B
Life Income Benefit Rates for Months Commencing

Date of Retirement Under Plan	Benefit Class Code	10-1-2007 through 9-1-2008	10-1-2008 through 9-1-2009	10-1-2009 through 9-1-2010	10-1-2010 ~~and after~~ through 9-1-2023
October 1, 2007 ~~and after~~ through September 1, 2023	A	$52.90	$53.10	$53.30	$53.55
	B	$53.15	$53.35	$53.55	$53.80
	C	$53.40	$53.60	$53.80	$54.05
	D	$53.65	$53.85	$54.05	$54.30

Life Income Benefit Rates for Months Commencing

Date of Retirement Under Plan	Benefit Class Code	10-1-2023 and After
October 1, 2023 and After	A	$58.55
	B	$58.80
	C	$59.05
	D	$59.30

The above life income benefit rates shall be reduced in accordance with Section I and II of Appendix C-1 for those retirees with an overpayment balance under the Group Life and Disability Insurance Program.

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II. Life Income Benefits Rates (cont'd)

Date of Break in Seniority	Benefit Class Code	Life Income Benefit Rate
October 1, 1994 through September 30, 1995	A	$33.50
	B	$33.75
	C	$34.00
	D	$34.25
October 1, 1995 through September 30, 1996	A	$34.70
	B	$34.95
	C	$35.20
	D	$35.45
October 1, 1996 through September 1, 1997	A	$36.10
	B	$36.35
	C	$36.60
	D	$36.85
October 1, 1997 through September 1, 1998	A	$37.50
	B	$37.75
	C	$38.00
	D	$38.25
October 1, 1998 through September 1, 1999	A	$39.25
	B	$39.50
	C	$39.75
	D	$40.00
October 1, 1999 through September 1, 2000	A	$40.80
	B	$41.05
	C	$41.30
	D	$41.55
October 1, 2000 through September 1, 2001	A	$42.50
	B	$42.75
	C	$43.00
	D	$43.25
October 1, 2001 through September 1, 2002	A	$44.50
	B	$44.75
	C	$45.00
	D	$44.25
October 1, 2002 through September 1, 2003	A	$46.70
	B	$46.95
	C	$47.20
	D	$47.45
October 1, 2003 through September 1, 2004	A	$47.75
	B	$48.00
	C	$48.25
	D	$48.50
October 1, 2004 through September 1, 2005	A	$48.80
	B	$49.05
	C	$49.30
	D	$49.55
October 1, 2005 through September 1, 2006	A	$49.85
	B	$50.10
	C	$50.35
	D	$50.60

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APPENDIX C BENEFIT CLASS CODES

October 1, 2006 through September 1, 2007	A	$50.90
	B	$51.15
	C	$51.40
	D	$51.65
October 1, 2007 through September 1, 2008	A	$52.90
	B	$53.15
	C	$53.40
	D	$53.65
October 1, 2008 through September 1, 2009	A	$53.10
	B	$53.35
	C	$53.60
	D	$53.85
October 1, 2009 through September 1, 2010	A	$53.30
	B	$53.55
	C	$53.80
	D	$54.05
October 1, 2010 ~~and~~ through ~~After~~ September 1, 2023	A	$53.55
	B	$53.80
	C	$54.05
	D	$54.30
October 1, 2023 and After	A	$58.55
	B	$58.80
	C	$59.05
	D	$59.30

The life income benefit rate applicable to a retired employee or a former employee who shall incur a break in seniority and is entitled to a deferred vested pension benefit shall be determined by the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding the employee's last day worked.

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III. **New or Obsolete Job Classifications**

The Benefit Class Code established for each job classification as provided herein shall continue in effect without change throughout the term of the Agreement Concerning Retirement Plan, it being understood that the Benefit Class Code to be established for any new job classification (or job classification with special identification) put into effect after September 14, 1973 shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect, and further, that with respect to a job classification that was obsolete as of September 14, 1973 a hypothetical maximum base hourly rate applicable thereto as of that date shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred from the date of such discontinuance through September 14, 1973 and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

IV. **Benefit Class Code, Job Classification Code, and Base Hourly Rate**

Each job classification is assigned a Benefit Class Code determined by the maximum base hourly rate of the classification. The Benefit Class Code, used to determine the life income benefit rate, is determined by the job classification held for the greatest number of calendar days during the 24 consecutive months immediately preceding last day worked.

Benefit Class Code and base hourly rates associated with Job Classification Codes are outlined in the following tables:

~~Benefit Class Codes for Job Classifications as of 09/17/2017 with a Maximum Base~~	
~~Benefit Class Code~~	~~Base Hourly Rate~~
~~A~~	~~$29.87 or less~~
~~B~~	~~$29.875 $30.175~~
~~C~~	~~$30.18 $31.435~~
~~D~~	~~$31.44 or more~~

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~~Benefit Class Codes for Job Classifications as of 9/14/2020 with a Maximum Base~~	
~~*Benefit Class Code*~~	~~*Base Hourly Rate*~~
~~A~~	~~$30.765 or less~~
~~B~~	~~$30.77 - $31.08~~
~~C~~	~~$31.085 - $32.38~~
~~D~~	~~$32.385 or more~~

~~Benefit Class Codes for Job Classifications as of 9/19/2022 with a Maximum Base~~	
~~*Benefit Class Code*~~	~~*Base Hourly Rate*~~
~~A~~	~~$31.69 or less~~
~~B~~	~~$31.695 - $32.01~~
~~C~~	~~$32.015 - $33.35~~
~~D~~	~~$33.355 or more~~

Benefit Class Codes for Job Classifications as of 10/23/2023 with a Maximum Base	
Benefit Class Code	*Base Hourly Rate*
A	$35.175 or less
B	$35.180 - $35.530
C	$35.535 - $37.020
D	$37.025 or more

Benefit Class Codes for Job Classifications as of 10/21/2024 with a Maximum Base	
Benefit Class Code	*Base Hourly Rate*
A	$36.230 or less
B	$36.235 - $36.595
C	$36.600 - $38.130
D	$38.135 or more

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Benefit Class Codes for Job Classifications as of 10/20/2025 with a Maximum Base	
Benefit Class Code	*Base Hourly Rate*
A	$37.315 or less
B	$37.320 - $37.695
C	$37.700 - $39.275
D	$39.280 or more

Benefit Class Codes for Job Classifications as of 10/19/2026 with a Maximum Base	
Benefit Class Code	*Base Hourly Rate*
A	$38.435 or less
B	$38.440 - $38.825
C	$38.830 - $40.455
D	$40.460 or more

Benefit Class Codes for Job Classifications as of 10/18/2027 with a Maximum Base	
Benefit Class Code	*Base Hourly Rate*
A	$40.355 or less
B	$40.360 - $40.765
C	$40.770 - $42.480
D	$42.485 or more

Notwithstanding anything in this Section IV to the contrary, if there is a conflict between the tables contained in this Section IV and the terms and conditions of another Section in Appendix C above, the terms and conditions of the other Section in Appendix C control and prevail.

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APPENDIX D TEMPORARY BENEFIT RATES

Payable 10-1-2007 and After

Date of Retirement Under Plan	Monthly Temporary Benefit Amount for Each Year of Credited Service up to Maximum of 25 Years*	Maximum Monthly Temporary Benefit
October 1, 1992 through September 1, 1993	$33.70	$ 1,011.00
October 1, 1993 through September 1, 1994	$34.40	$1,032.00
October 1, 1994 through September 1, 1995	$35.35	$1,060.50
October 1, 1995 through September 1, 1996	$36.50	$1,095.00
October 1, 1996 through September 1, 1997	$36.75	$1,102.50
October 1, 1997 through September 1, 1998	$38.00	$1,140.00
October 1, 1998 through September 1, 1999	$39.65	$1,189.50
October 1, 1999 through September 1, 2000	$39.85	$1,195.50
October 1, 2000 through September 1, 2001	$41.45	$1,243.50
October 1, 2001 through September 1, 2002	$43.35	$1,300.50
October 1, 2002 through September 1, 2003	$45.45	$1,363.50

APPENDIX D TEMPORARY BENEFIT RATES

October 1, 2003 through September 1, 2004	$46.75	$1,402.50
October 1, 2004 through September 1, 2005	$48.05	$1,441.50
October 1, 2005 through September 1, 2006	$49.50	$1,485.00
October 1, 2006 through September 1, 2007	$50.80	$1,524.00
October 1, 2007 through September 1, 2008	$50.80	$1,524.00
October 1, 2008 through September 1, 2009	$51.00	$1,530.00
October 1, 2009 through September 1, 2010	$51.20	$1,536.00
October 1, 2010 ~~and~~ through ~~After~~ September 1, 2023	$51.40	$1,542.00
October 1, 2023 and After	$56.20	$1,686.00

* Monthly Temporary Benefit amount for each year of credited service up to a maximum of 30 years effective for an employee who shall retire on or after January 1, 1983 with benefit under Section 2(i) or 3(g) of Article V.

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APPENDIX E TABLE B

TABLE B

Date of Retirement Under Plan	For Months Commencing 10-1-2007 through 9-1-2008	10-1-2008 through 9-1-2009	10-1-2009 through 9-1-2010	10-1-2010 ~~and~~ through ~~After~~ 9-1-2023
October 1, 2007 ~~and After~~ through September 1, 2023	$3,140.00	$3,150.00	$3,160.00	$3,170.00

Date of Retirement Under Plan	For Months Commencing 10-1-2023 and After
October 1,2023 and After	$3,465.00

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APPENDIX F TABLE A

TABLE A (contd.)

The amount of interim supplement* for each year of credited service for an employee who shall retire under Article IV, Section 2(a) on or after October 1, 1990 with less than 30 years of credited service and before age 62 and one month shall be as follows:

Date of Retirement Under the Plan
On Or After October 1, 1996 but prior to October 1, 1999

Attained Age At Date of Retirement Under The Plan	For Months Commencing October 1, 2007 and After
55	$ 17.40
56	$ 20.50
57	$ 24.85
58	$ 29.10
59	$ 32.50
60	$ 37.60
61	$ 37.60

Date of Retirement Under the Plan
On Or After October 1, 1999 but prior to October 1, 2003

Attained Age At Date of Retirement Under The Plan	For Months Commencing October 1, 2007 and After
55	$ 20.00
56	$ 23.60
57	$ 28.55
58	$ 33.45
59	$ 37.30
60	$ 43.20
61	$ 43.20

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age that the employee will attain on the employee's next birthday.

TABLE A (contd.)

The amount of interim supplement* for each year of credited service for an employee who shall retire under Article IV, Section 2(a) on or after October 1, 1990 with less than 30 years of credited service and before age 62 and one month shall be as follows:

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APPENDIX F TABLE A

Date of Retirement Under the Plan
On Or After October 1, ~~2~~2003 but prior to October 1, 2007

Attained Age At Date of Retirement Under The Plan	For Months Commencing October 1, 2007 and After
55	$ 22.35
56	$ 26.35
57	$ 31.90
58	$ 37.35
59	$ 41.65
60	$ 48.25
61	$ 48.25

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age that the employee will attain on the employee's next birthday.

TABLE B

For Retirements on or After October 1, 2007

Amount of Interim Supplement
For Months Commencing

Attained Age at Date of Retirement Under Plan	October 1, 2007 through September 1, 2008	October 1, 2008 through September 1, 2009	October 1, 2009 through September 1, 2010	October 1, 2010 through September 1, 2023 ~~and After~~
55	$22.35	$22.45	$22.55	$22.60
56	$26.35	$26.50	$26.60	$26.70
57	$31.90	$32.00	$32.15	$32.25
58	$37.35	$37.50	$37.65	$37.80
59	$41.65	$41.85	$42.00	$42.20
60	$48.25	$48.45	$48.65	$48.85
61	$48.25	$48.45	$48.65	$48.85

Attained Age at Date of Retirement Under Plan	October 1, 2023 and After
55	$24.70
56	$29.20
57	$35.25
58	$41.30
59	$46.15

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APPENDIX F TABLE A

60	$53.40
61	$53.40

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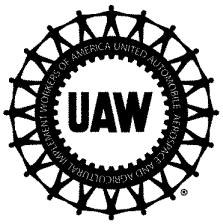

Group Life and Disability Insurance

INSURANCE PROGRAM

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

Section 27. Insurance*

(a) **The Insurance Program**

For the duration of this Agreement, the Insurance Program shall be that which is attached hereto, hereinafter referred to as the "Program."* It consists of two parts, each negotiated by the Company and the Union and made a part of this Agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages" or "H-S-M-D-D-V Program."

(b) **Financing**

The Company will make the payments or contributions (collectively "contributions") due from it for the Program in respect to insurance premiums, subscription rates, administrative services only arrangements or other arrangements, in accordance with the terms of the Program. The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program, except as otherwise may be required by the Employee Retirement Income Security Act of 1974 (ERISA). The Company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

(c) **Administration**

The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverages and to fulfill any other obligations specifically required in this Section 27 or in the Program.

(d) **Named Fiduciary and Allocation of Responsibilities** Pursuant to ERISA, the Company (except where an

*The provisions of Section 27 of Volume I, Article IX of the Collective Bargaining Agreement are reprinted here for convenience.

insurer or third party contractor must be treated as a fiduciary to process claims or hear appeals from benefit denials) shall be the sole named fiduciary with respect to the Program and, except as otherwise specifically provided in this Program, shall have authority to control and manage the operation and administration of the Program.

The Board of Directors of the Company shall have the authority on behalf of the Company to approve Program amendments except that the ~~Chief Administrative Officer and~~ General Counsel, Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** are designated to approve Program additions, deletions and modifications on behalf of the Company to the extent deemed necessary or appropriate under ERISA, HIPAA, the Affordable Care Act and such other laws as may contain requirements for the Insurance Program in effect from time to time.

Except as otherwise provided in this Section or in the Program, the Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** are designated to carry out the Company's responsibilities with respect to the Program. The Chief Human Resources Officer and Chief Financial Officer **(or their functional equivalents)** may allocate responsibilities between themselves and may designate other persons to carry out specific responsibilities on behalf of the Company.

~~In the event of a change in a designed officer's title, the officer or officers with functional responsibility for the Program shall have the authority to the extent described in this subsection.~~

Any Company director, officer or employee who shall have been expressly designated pursuant to the Program to carry out specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Program and may employ one or more persons to render advice with regard to any responsibility such director, officer or employee has under the Program.

(e) **Exclusion from Umpire's Powers**

The Umpire shall have no jurisdiction over any matter arising under this Section 27 or under the Program.

(f) **Effective Dates**

(1) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective ~~November 18, 2019~~**XX/XX/XXXX**.

(2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective ~~November 18, 2019~~**XX/XX/XXXX**, with respect to employees then at work, and on the first day worked thereafter with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the date each such employee was last actively at work.

(3) For those to whom they become applicable, the provisions of the Program shall be used in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

GROUP LIFE AND DISABILITY INSURANCE

Incorporated by reference in the Collective Bargaining Agreement dated ~~November 18, 2019~~XX/XX/XXXX (herein called the ~~2019~~2023 Collective Bargaining Agreement).

Section 1. Coverages

For Temporary Part-Time or Temporary Full-Time Employees, see Appendix K.

~~In-Progression employees~~Employees hired on or after November 19, 2007 (In-Progression employees) ~~as "Entry Level" employees, as defined in the 2007 UAW-Ford Collective Bargaining Agreement~~, including employees who attained Skilled Trades journeyperson status on or after November 18, 2019, and Skilled Trades employees hired on or after November 18, 2019, will be eligible for benefits as set forth in the Group Life and Disability Insurance program, including Survivor Income Benefits, except as described below:~~provisions of the Appendix V, Memorandum of Understanding, UAW-Ford In-Progression Wage & Benefit Agreement For Employees Hired On Or After November 19, 2007, provided in the 2019 Collective Bargaining Agreement.~~

(a) Life Insurance
- (1) Basic Life Insurance amount: $45,000
- (2) Accidental Death and Dismemberment amount: $22,500
- (3) The work-related death benefit coverage will be equal to the amount of Accidental Death and Dismemberment in force: $22,500
- (4) Continuation of Life Insurance while disabled: Coverage ends at the end of the month in which maximum Extended Disability Benefit is payable
- (5) Continuation of Life and Accidental Death and Dismemberment Insurance Post Employment:
  - (i) To be eligible, an employee must be an insured Employee who at the time of separation from employment has ten (10) or more years of seniority and is at least age 55, or has 30 years of seniority at any age.
  - (ii) Continuation in the following amounts:
    - Basic Life Insurance: $15,000
    - Accidental Death and Dismemberment: $7,500
    - Accidental Death and Dismemberment post employment shall end 18 months following the employee's last day of work

(b) Disability Benefits
- (1) Eligibility Requirements: Commence the day after the Employee acquires one year of seniority.
- (2) Duration of Accident and Sickness Insurance:

(i) 1 year seniority but less than 3 years seniority: 26 weeks
(ii) 3 or more years seniority: 52 weeks
(3) Duration of Extended Disability Benefits:
(i) 1 year seniority but less than 3 years seniority: 13 weeks
(ii) 3 years seniority but less than 5 years seniority: 26 weeks
(iii) 5 years seniority but less than 10 years seniority: time for time
(iv) 10 or more years seniority: maximum 10 years or age 65, whichever comes first

Employees hired or rehired on or after November 19, 2007 and before October 24, 2011 who attained Skilled Trades journeyperson status prior to November 18, 2019, and Skilled Trades employees hired after October 24, 2011, and prior to November 18, 2019, and former Entry Level employees who transitioned to regular employment during 2015 shall be eligible for benefits as set forth in this section, except continuation of life insurance post employment is described in Section 1 (a)(5) above ~~as specified in Letter of Understanding dated November 5, 2015, Subject: Benefits for Former "Entry Level" Employees Who Transitioned to Regular Employment and Certain Skilled Trades Employees~~.

For the Group Life and Disability Insurance Program, references to "insurance," "insured," "insurance coverage," "insurance contract" or "premiums" may include the Company's provision of coverage through insurance, an administrative services only arrangement or any other arrangement as may be subsequently agreed upon by the Company and the Union. "Insurer" means ~~UniCare Life and Health Insurance Company (or another~~a reputable insurance company ~~of the Company's choice)~~ or, if a benefit is provided under an administrative services only arrangement, the administrator or carrier of such arrangement.

The following coverages, each as hereinafter described, shall be provided under the Company's group insurance contract with ~~UniCare Life and Health Insurance Company (or another reputable~~the Insurer ~~insurer~~ or Insurers~~insurers of the Company's choice)~~ except that accident and sickness insurance and extended disability insurance shall be provided through an administrative services only arrangement:

(a) Life insurance, and

(b) Safety belt user benefit, and

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(c) Survivor income benefits, and

(d) Accidental death and dismemberment insurance, and

(e) Accident and sickness insurance, and

(f) Extended disability insurance.

The Company will provide employees the opportunity to purchase the following coverages; Optional Life, Dependent Life, and Optional Accident through group insurance contracts.

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Section 3. Schedule of Benefits

(a) **For employees**

(i) Life and Accidental Death and Dismemberment Coverage

Base Hourly Rate[1]	Life Insurance	Accidental Death and Dismemberment Benefit[2]
Up to ~~but less than $14.30~~	~~$32,500~~	~~$16,250~~
~~14.30 but less than 14.65~~	~~33,500~~	~~16,750~~
~~14.65 but less than 15.00~~	~~34,000~~	~~17,000~~
~~15.00 but less than 15.35~~	~~35,000~~	~~17,500~~
~~15.35 but less than 15.70~~	~~36,000~~	~~18,000~~
~~15.70 but less than 16.05~~	~~36,500~~	~~18,250~~
~~16.05 but less than 16.40~~	~~37,500~~	~~18,750~~
~~16.40 but less than 16.75~~	~~38,000~~	~~19,000~~
~~16.75 but less than 17.10~~	~~38,500~~	~~19,250~~
~~17.10 but less than 17.45~~	~~39,500~~	~~19,750~~
~~17.45 but less than 17.80~~	~~40,500~~	~~20,250~~
~~17.80 but less than 18.15~~	~~41,000~~	~~20,500~~
~~18.15 but less than 18.50~~	~~42,500~~	~~21,250~~
~~18.50 but less than 18.85~~	~~43,000~~	~~21,500~~
~~18.85 but less than 19.20~~	~~44,000~~	~~22,000~~
~~19.20~~ but less than 19.55	44,500	22,250
19.55 but less than 19.90	45,500	22,750
19.90 but less than 20.25	46,500	23,250
20.25 but less than 20.60	47,000	23,500
20.60 but less than 20.95	47,500	23,750
20.95 but less than 21.30	48,500	24,250
21.30 but less than 21.65	49,000	24,500
21.65 but less than 22.00	50,000	25,000
22.00 but less than 22.35	50,500	25,250
22.35 but less than 22.70	51,500	25,750
22.70 but less than 23.05	52,500	26,250
23.05 but less than 23.40	53,000	26,500
23.40 but less than 23.75	54,000	27,000
23.75 but less than 24.10	54,500	27,250
24.10 but less than 24.45	55,500	27,750
24.45 but less than 24.80	56,500	28,250
24.80 but less than 25.15	57,000	28,500

1 If an employee is under an incentive plan, coverage is based upon average straight time hourly earnings (as defined in Section 5).
2 Three times the scheduled amount may be payable for an occupational-related death (as defined in Section 10).

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Base Hourly Rate[1]	Life Insurance	Accidental Death and Dismemberment Benefit[2]
$25.15 but less than $25.50	$58,000	$29,000
25.50 but less than 25.85	58,500	29,250
25.85 but less than 26.20	59,500	29,750
26.20 but less than 26.55	60,500	30,250
26.55 but less than 26.90	61,000	30,500
26.90 but less than 27.25	62,000	31,000
27.25 but less than 27.60	62,500	31,250
27.60 but less than 27.95	63,500	31,750
27.95 but less than 28.30	64,500	32,250
28.30 but less than 28.65	65,000	32,500
28.65 but less than 29.00	66,000	33,000
29.00 but less than 29.35	67,500	33,750
29.35 but less than 29.70	68,000	34,000
29.70 but less than 30.05	69,000	34,500
30.05 but less than 30.40	70,000	35,000
30.40 but less than 30.75	70,500	35,250
30.75 but less than 31.10	71,500	35,750
31.10 but less than 31.45	72,000	36,000
31.45 but less than 31.80	72,500	36,250
31.80 but less than 32.15	73,000	36,500
32.15 but less than 32.50	74,000	37,000
32.50 but less than 32.85	75,000	37,500
32.85 but less than 33.20	75,500	37,750
33.20 but less than 33.55	76,500	38,250
33.55 but less than 33.90	77,000	38,500
33.90 but less than 34.25	78,000	39,000
34.25 but less than 34.60	79,000	39,500
34.60 but less than 34.95	79,500	39,750
34.95 but less than 35.30	80,500	40,250
35.30 but less than 35.65	81,000	40,500
35.65 but less than 36.00	82,500	41,250
36.00 but less than 36.35	83,500	41,750
36.35 but less than 36.70	84,500	42,250
36.70 but less than 37.05	85,000	42,500
37.05 but less than 37.40	86,000	43,000
37.40 but less than 37.75	86,500	43,250
37.75 but less than 38.10	87,500	43,750
38.10 but less than 38.45	88,500	44,250
38.45 but less than 38.80	89,000	44,500
38.80 ~~and over~~but less than 39.15	90,000	45,000
39.15 but less than 39.50	91,000	45,500
39.50 but less than 39.85	91,500	45,750
39.85 but less than 40.20	92,500	46,250
40.20 but less than 40.55	93,000	46,500
40.55 but less than 40.90	94,000	47,000
40.90 but less than 41.25	95,000	47,500
41.25 but less than 41.60	95,500	47,750
41.60 but less than 41.95	96,500	48,250
41.95 but less than 42.30	97,500	48,750
42.30 but less than 42.65	98,000	49,000
42.65 but less than 43.00	99,000	49,500
43.00 but less than 43.35	99,500	49,750
43.35 but less than 43.70	100,500	50,250
43.70 but less than 44.05	101,500	50,750
44.05 but less than 44.40	102,000	51,000
44.40 but less than 44.75	103,000	51,500
44.75 but less than 45.10	103,500	51,750
45.10 but less than 45.45	104,500	52,250
45.45 but less than 45.80	105,500	52,750
45.80 but less than 46.15	106,000	53,000

Base Hourly Rate[1]	Life Insurance	Accidental Death and Dismemberment Benefit[2]
46.15 but less than 46.50	107,000	53,500
46.50 but less than 46.85	108,000	54,000
46.85 but less than 47.20	108,500	54,250
47.20 but less than 47.55	109,500	54,750
47.55 but less than 47.90	110,000	55,000
47.90 but less than 48.25	111,000	55,500
48.25 but less than 48.60	112,000	56,000
48.60 but less than 48.95	112,500	56,250
48.95 but less than 49.30	113,500	56,750
49.30 but less than 49.65	114,000	57,000
49.65 but less than 50.00	115,000	57,500
50.00 but less than 50.35	116,000	58,000
50.35 but less than 50.70	116,500	58,250
50.70 but less than 51.05	117,500	58,750
51.05 but less than 51.40	118,500	59,250
51.40 but less than 51.75	119,000	59,500
51.75 but less than 52.10	120,000	60,000
52.10 but less than 52.45	120,500	60,250
52.45 but less than 52.80	121,500	60,750
52.80 but less than 53.15	122,500	61,250
53.15 but less than 53.50	123,000	61,500
53.50 and over	124,000	62,000

[1] If an employee is under an incentive plan, coverage is based upon average straight time hourly earnings (as defined in Section 5).

[2] Three times the scheduled amount may be payable for an occupational-related death (as defined in Section 10).

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(ii) Disability coverage for employees last at work on or after ~~November 18, 2019~~XX/XX/XXXX ~~through September 14, 2023~~.

Base Hourly Rate[1]	Weekly Accident and Sickness Benefits[2]	Monthly Disability Schedule I[3]	Extended Benefits2 Schedule II[3]
Up to ~~but less than $14.30~~	~~$340~~	~~$1250~~	~~$1370~~
~~14.30 but less than 14.65~~	~~345~~	~~1280~~	~~1405~~
~~14.65 but less than 15.00~~	~~355~~	~~1310~~	~~1440~~
~~15.00 but less than 15.35~~	~~365~~	~~1340~~	~~1475~~
~~15.35 but less than 15.70~~	~~375~~	~~1370~~	~~1505~~
~~15.70 but less than 16.05~~	~~380~~	~~1405~~	~~1540~~
~~16.05 but less than 16.40~~	~~390~~	~~1435~~	~~1575~~
~~16.40 but less than 16.75~~	~~400~~	~~1465~~	~~1610~~
~~16.75 but less than 17.10~~	~~405~~	~~1495~~	~~1640~~
~~17.10 but less than 17.45~~	~~415~~	~~1525~~	~~1675~~
~~17.45 but less than 17.80~~	~~425~~	~~1560~~	~~1710~~
~~17.80 but less than 18.15~~	~~430~~	~~1590~~	~~1745~~
~~18.15 but less than 18.50~~	~~440~~	~~1620~~	~~1780~~
~~18.50 but less than 18.85~~	~~450~~	~~1650~~	~~1810~~
~~18.85 but less than 19.20~~	~~455~~	~~1680~~	~~1845~~
~~19.20~~ but less than 19.55	465	1710	1880
19.55 but less than 19.90	475	1745	1915
19.90 but less than 20.25	480	1775	1950
20.25 but less than 20.60	490	1805	1980
20.60 but less than 20.95	500	1835	2015
20.95 but less than 21.30	505	1865	2050
21.30 but less than 21.65	515	1900	2085
21.65 but less than 22.00	525	1930	2120
22.00 but less than 22.35	530	1960	2150
22.35 but less than 22.70	540	1990	2185
22.70 but less than 23.05	550	2020	2220
23.05 but less than 23.40	555	2055	2255
23.40 but less than 23.75	565	2085	2290
23.75 but less than 24.10	575	2115	2320
24.10 but less than 24.45	585	2145	2355
24.45 but less than 24.80	590	2175	2390
24.80 but less than 25.15	600	2205	2425
25.15 but less than 25.50	610	2240	2460
25.50 but less than 25.85	615	2270	2490

[1] If an employee is under an incentive plan, coverage is based upon average straight time hourly earnings (as defined in Section 5).

[2] Subject to reduction for other benefits described in Section 11 or 13. Accident and Sickness Benefits subject to adjustment for short-service employees as described in Section 11(d).

[3] Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability either have ten or more years of credited service under the Retirement Plan or ten or more years of participation under Group Life and Disability Insurance. Schedule I applies to all other employees eligible for Extended Disability Benefits.

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~~Weekly Accident and Sickness Benefits~~ ~~Monthly Disability Schedule I~~ ~~Extended Benefits Schedule II~~

Base Hourly Rate[1]	Weekly Accident and Sickness Benefits[2]	Monthly Extended Disability Benefits[2] Schedule I[3]	Schedule II[3]
$25.85 but less than 26.20	625	2300	2525
26.20 but less than 26.55	635	2330	2560
26.55 but less than 26.90	640	2360	2595
26.90 but less than 27.25	650	2395	2630
27.25 but less than 27.60	660	2425	2660
27.60 but less than 27.95	665	2455	2695
27.95 but less than 28.30	675	2485	2730
28.30 but less than 28.65	685	2515	2765
28.65 but less than 29.00	690	2550	2795
29.00 but less than 29.35	700	2580	2830
29.35 but less than 29.70	710	2610	2865
29.70 but less than 30.05	715	2640	2900
30.05 but less than 30.40	725	2670	2935
30.40 but less than 30.75	735	2700	2965
30.75 but less than 31.10	740	2735	3000
31.10 but less than 31.45	750	2765	3035
31.80 but less than 32.15	765	2825	3105
32.15 but less than 32.50	775	2855	3135
32.50 but less than 32.85	785	2890	3170
32.85 but less than 33.20	795	2920	3205
33.20 but less than 33.55	800	2950	3240
33.55 but less than 33.90	810	2980	3275
33.90 but less than 34.25	820	3010	3305
34.25 but less than 34.60	825	3045	3340
34.60 but less than 34.95	835	3075	3375
34.95 but less than 35.30	845	3105	3410
35.30 but less than 35.65	850	3135	3445
35.65 but less than 36.00	860	3165	3475
36.00 but less than 36.35	870	3195	3510
36.35 but less than 36.70	875	3230	3545
36.70 but less than 37.05	885	3260	3580
37.05 but less than 37.40	895	3290	3615
37.40 but less than 37.75	900	3320	3645
37.75 but less than 38.10	910	3350	3680
38.10 but less than 38.45	920	3385	3715
38.45 but less than 38.80	925	3415	3750
38.80 ~~and over~~**but less than 39.15**	935	3445	3785
39.15 but less than 39.50	**945**	**3475**	**3815**
39.50 but less than 39.85	**950**	**3505**	**3850**
39.85 but less than 40.20	**960**	**3540**	**3885**
40.20 but less than 40.55	**970**	**3570**	**3920**
40.55 but less than 40.90	**975**	**3600**	**3955**
40.90 but less than 41.25	**985**	**3630**	**3985**
41.25 but less than 41.60	**995**	**3660**	**4020**
41.60 but less than 41.95	**1005**	**3695**	**4055**
41.95 but less than 42.30	**1010**	**3725**	**4090**
42.30 but less than 42.65	**1020**	**3755**	**4125**
42.65 but less than 43.00	**1030**	**3785**	**4155**
43.00 but less than 43.35	**1035**	**3815**	**4190**
43.35 but less than 43.70	**1045**	**3850**	**4225**
43.70 but less than 44.05	**1055**	**3880**	**4260**
44.05 but less than 44.40	**1060**	**3910**	**4295**
44.40 but less than 44.75	**1070**	**3940**	**4325**
44.75 but less than 45.10	**1080**	**3970**	**4360**

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Base Hourly Rate[1]	Weekly Accident and Sickness Benefits[2]	Monthly Extended Disability Benefits[2] Schedule I[3]	Schedule II[3]
45.10 but less than 45.45	1085	4000	4395
45.45 but less than 45.80	1095	4035	4430
45.80 but less than 46.15	1105	4065	4465
46.15 but less than 46.50	1110	4095	4495
46.50 but less than 46.85	1120	4125	4530
46.85 but less than 47.20	1130	4155	4565
47.20 but less than 47.55	1135	4190	4600
47.55 but less than 47.90	1145	4220	4635
47.90 but less than 48.25	1155	4250	4665
48.25 but less than 48.60	1160	4280	4700
48.60 but less than 48.95	1170	4310	4735
48.95 but less than 49.30	1180	4345	4770
49.30 but less than 49.65	1185	4375	4800
49.65 but less than 50.00	1195	4405	4835
50.00 but less than 50.35	1205	4435	4870
50.35 but less than 50.70	1215	4465	4905
50.70 but less than 51.05	1220	4495	4940
51.05 but less than 51.40	1230	4530	4970
51.40 but less than 51.75	1240	4560	5005
51.75 but less than 52.10	1245	4590	5040
52.10 but less than 52.45	1255	4620	5075
52.45 but less than 52.80	1265	4650	5110
52.80 but less than 53.15	1270	4685	5140
53.15 but less than 53.50	1280	4715	5175
53.50 and over	1290	4745	5210

[1] If an employee is under an incentive plan, coverage is based upon average straight time hourly earnings (as defined in Section 5).

[2] Subject to reduction for other benefits described in Section 11 or 13. Accident and Sickness Benefits subject to adjustment for short-service employees as described in Section 11(d).

[3] Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability either have ten or more years of credited service under the Retirement Plan or ten or more years of participation under Group Life and Disability Insurance. Schedule I applies to all other employees eligible for Extended Disability Benefits.

(b) **Incompetents**

If the person to whom a payment is otherwise payable is incompetent or otherwise incapable of giving a valid release, the Insurer may withhold payment until a guardian of such person is appointed or, at its option in the case of payments due on a weekly or monthly basis, pay any relative of such person by blood or marriage or any other individual or institution appearing to it to have assumed custody of such person. The liability of the Insurer shall be fully discharged to the extent of such payment.

(c) **Settlement Options**

The amount of any valid life insurance or accidental death and dismemberment insurance claim for death, less, in the case of life insurance, any payment made in accordance with Subsection 7(c) below, shall be paid in one sum if such amount is less than ~~$10,000~~**$5,000**. If ~~$10,000~~**$5,000** or more and the beneficiary so elects, an interest bearing draft account shall be established for the beneficiary under the provisions of ~~UNICARE'S Access Advantage Program~~**the Insurer's program** once the beneficiary's claim form is completed and submitted. If not elected by the beneficiary, the amount shall be paid in one sum.

(d) **Recovery of Benefit Overpayments**

If it is determined that any benefits paid to an employee should not have been paid or should have been paid in a lesser amount, including a situation where other payments for a previous period cause a redetermination of the benefits that should have been paid, written notice thereof shall be given to such employee and he shall repay the amount of the overpayment to the Insurer provided, however, that no repayment shall be required if notice has not been given within **six months**~~one year~~ from the date the overpayment was established and the overpayment was caused solely by Company or Insurer error.

If the employee fails to repay such amount of overpayment promptly, the Insurer may arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee, or the Company at the Insurer's request may make an appropriate deduction or deductions from future compensation payable by the Company to the employee.

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(e) **Subrogation**

If an employee's death or disability for which any Accident and Sickness (A&S) and/or Extended Disability Benefits (EDB) are paid under the Plan is the result of circumstances or an event which creates a legal liability in another person or entity and the employee (or his/her dependents or personal representative) seeks to recover compensatory or economic damages through legal or other action against that person or entity, the Company or Insurer may take legal or other action to join the action initiated by the employee to recover the cost of benefits paid by the Plan. If compensatory or economic losses (but not punitive damages or sums allocated to compensate for pain and/or suffering) are recovered by an employee or his/her estate in a personal injury action, such payments shall be offset from the benefits paid or payable from the Plan. If the employee's recovery creates an overpayment of the benefits paid by the Plan and the Company or Insurer is not reimbursed by the employee from such recovery, the Insurer may initiate its normal "Overpayment Recovery Procedures" to recoup the overpayment from the employee. When recovery is made by the Company or claims processor under this provision, a share of the expense of the recovery, including attorney fees, will be paid by the Plan. The expenses to be paid will be those ordered by the court or, in absence of a court order, in the same proportion as the amount recovered by the Plan represents of the total recovered as a result of the personal injury action.

If the employee (or his/her dependent or personal representative) does not commence an action to enforce the liability of the other person or entity within eighteen (18) months after the occurrence of the death or disability, the Company or Insurer may, in its own name and within the period of time for commencement of actions prescribed by statute, initiate action to enforce the right of recovery against the liable person or entity.

The amount to be subrogated under this provision will not exceed the total cost of the benefits paid by the Plan.

Subrogation will not be pursued if it will result in an employee's gross recovery being less than the total of the benefits paid or payable under the Plan.

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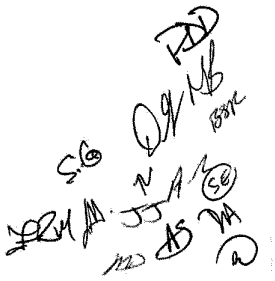
This subrogation provision will not impede any action initiated by the Company to recover medical benefits paid under the HSMDDV Plan according to the subrogation provisions of that Plan.



Section 7. Life Insurance

(a) **Benefit**

If an employee dies from any cause while insured, the amount for which he/she is insured shall be paid to the person he/she has named as beneficiary. If an employee names more than one primary beneficiary, and a primary beneficiary predeceases the employee, the full death benefit upon the death of the employee is paid to the remaining primary beneficiaries. In the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the life insurance will be paid to the employee's wife, husband, or Qualified Same-Sex Domestic Partner (as defined in Section 9(f)), if living; if not living, equally to the employee's surviving children; if none survive, to either the employee's mother or father, or to both equally if both survive; if none survive, equally to the employee's surviving siblings; if there are no such survivors, to the executors or administrators of the employee's estate.

(b) **Beneficiary Designation**

An employee, or retiree with life insurance in force, has the right to name the beneficiary of his/her choice, and to change his/her beneficiary at any time. The beneficiary is that designation last made by the employee or retiree as indicated on the records of the Insurer.

When the Insurer receives notice of a beneficiary change, the change then relates back to and takes effect as of the date the employee signed such notice, according to the date shown thereon, whether or not he/she is living when the Insurer received such notice, but without prejudice to the Insurer on account of any payment it may have made before receipt of such written notice.

(c) **Burial Expenses**

The Insurer, upon receipt of satisfactory documentation, may deduct from the sum payable upon an employee's death an amount up to the statutory limit (~~$11,020.00 in 2019~~ $12,720.00 in 2023, and adjusted annually for changes in the Consumer Price Index (CPI)), to be paid to any person or persons who appear to have incurred expenses in connection with the employee's burial. The insurer will not exercise the right to distribute some of the proceeds for burial expenses under the following circumstances:

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- Where the death claim is in dispute or litigation
- Where the beneficiary (or guardian of a beneficiary who is a minor, incompetent or otherwise unable to give a valid release) does not agree to such a distribution.

(d) **Assignment**

Life Insurance is not assignable, unless the assignment is made in writing and consented to by the Insurer in writing.

(e) **Accelerated Benefits**

Terminally ill employees and retirees may elect to receive a portion of their life insurance plan proceeds in advance of their deaths. The amount of life coverage that remains in force will be reduced by the amount paid out under the accelerated benefits option. Accelerated benefits may be paid to an employee or retiree only once.

Under this option insured employees and retirees who are diagnosed with a terminal condition may receive up to eighty percent of coverage in force in a one-time lump sum payment. The combined accelerated benefit amounts under Basic and Optional Life Insurance may not exceed $600,000. Under this provision, "terminal illness" means an injury or sickness expected to result in death within one year without any reasonable prospect of recovery as determined by the insurer, its medical staff or a qualified party selected by the insurer.

The accelerated benefit will be calculated on the amount of life insurance in force when application for the benefit is made, except the maximum benefit would be 80% of the Continuing Group Life (CGL) or ultimate amount for any employee or retiree whose benefit is in the process of reducing when application is made or whose benefit will begin to reduce during the one-year life expectancy period.

The accelerated benefits option would apply to all employees and retirees with Company paid coverage. The option will not apply to the following:

- Individuals who are cash paying for life insurance coverage while a grievance is pending or while on layoff or leave of absence.

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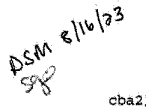
- Permanently and totally disabled individuals who have already drawn on their life benefits.
- Individuals who have irrevocably assigned their life insurance and
- When all or a portion of the life insurance is to be paid to a former spouse as part of a divorce agreement.



Section 9. Survivor Income Benefits

(a) **Transition Survivor Income Benefit**

If an employee dies while insured for Survivor Income Benefits, leaving one or more Survivors, as defined below, the Insurer shall begin payment of not more than 24 monthly Survivor Income Benefits ("Transition Survivor Income Benefits"), provided at least one of such Survivors is living on the first day of the month following the employee's death and then qualifies as the employee's Survivor.

The amount of the monthly Transition Survivor Income Benefit is $700 for eligible survivors of an employee who is at work on or after October 24, 2011 for any month for which no eligible survivor of the deceased employee is eligible for an unreduced old-age benefit, a survivor's benefit not reduced because of age or disability benefit under the Federal Social Security Act as now in effect or as hereafter amended, and otherwise is $375 for eligible survivors of an employee who is at work on or after October 24, 2011. For months in which two or more survivors share a Benefit, each survivor's share is computed as a fraction of the Benefit that would be paid to the survivor as a sole survivor, according to such survivor's own eligibility for Social Security benefits.

The amount of monthly Transition Survivor Income Benefit for a survivor of an employee who last worked prior to October 24, 2011 remains unchanged.

The first such benefit is payable on the first day of the month following the employee's death. Thereafter, a monthly Survivor Income Benefit is payable on the first day in each of the next 23 months, but if on the first day of any month after the employee's death no person then living qualifies as the employee's survivor, no such benefit is payable for that month or any subsequent month.

Survivors are classified and defined as follows:

(1) A "Class A Survivor" means the employee's widow, whether or not remarried~~, but only if he/she was married to the employee for at least a year immediately prior to his/her death.~~

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(2) A "Class B Survivor" means an employee's widower, whether or not remarried~~, but only if he/she was married to the employee for at least a year immediately prior to his/her death.~~

(3) A "Class C Survivor" means the employee's child who at the employee's death and at the time a Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25, or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii), (iii), or (iv) must have been legally residing with and dependent upon the employee at the time of his/her death. A child ceases to be a Class C Survivor upon marrying, or if not totally and permanently disabled, upon reaching his or her 25th birthday. To qualify as the employee's child, the child must be one of the following:

(i) The employee's own child born prior to the first of the month following the employee's death,

(ii) The employee's legally adopted child or a child with respect to whom he/she had initiated legal adoption proceedings which were terminated by his/her death,

(iii) The employee's step-child who resided with him/her at the time of his/her death.

(4) A "Class D Survivor" means the employee's parent for whom he/she had, during the calendar year immediately preceding his/her death, provided at least 50% of such parent's support, if such parent was

(i) The employee's father or mother by blood relationship, or
(ii) The employee's adopting parent.

(5) The survivors entitled to each monthly Survivor Income Benefit that becomes payable under this Subsection 9(a) shall be determined as follows:

(i) The employee's Class A or Class B Survivor who is living on the first day of a month shall be entitled to the benefit payable for such month;

(ii) If neither the employee's Class A nor Class B Survivor is living on the first day of a month, persons who qualify on that day as his Class C Survivors, excluding any then deceased, shall be entitled to the benefit payable for that month; two or more such persons to share the benefit equally;

(iii) If neither the employee's Class A nor Class B Survivor is living on the first day of a month and no living person qualifies on that day as the employee's Class C Survivor, persons who qualify on that day as the employee's Class D Survivors, excluding any then deceased, shall be entitled to the benefit payable for that month; two such persons to share the benefit equally;

(iv) In any case in which the Class A or Class B eligible survivor does not receive Survivor Income Benefits because of a waiver under Section 9(e), any payments of Transition Survivor Income Benefits to a Class C or Class D eligible survivor shall be determined as if the deceased Class A or Class B eligible survivor had not waived such benefits. In no event, however, would any such benefit be paid to a Class C or Class D eligible survivor for any month for which Transition Survivor Income Benefits would have been payable to the Class A or Class B eligible survivor except for the waiver or for any month subsequent to 24 calendar months after the date of death of the insured employee.

Section 11. Accident and Sickness Insurance

(a) **Eligibility Requirements**

To be eligible for benefits, an employee must:

- Become wholly and continuously disabled by accidental bodily injury, sickness or pregnancy (which includes resulting childbirth or miscarriage), while insured for Accident and Sickness Insurance,
- Be unable to perform all duties of the employee's occupation,
- Be under a doctor's care, and
- Furnish the Insurer with notice and satisfactory proof of disability on a timely basis under Subsection (j) below.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for substance use disorder in an inpatient residential, day treatment or outpatient substance use disorder treatment facility approved for benefits under the H-S-M-D Program furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, a provider who is licensed and accredited to treat substance use disorders, who is supervising the employee's therapy. An employee under treatment for mental health issues may submit disability certification from a licensed and accredited mental health care provider during the first 90 days of disability. After the first 90 days of disability a legally licensed doctor of medicine or osteopathy who is a specialist in Psychiatry must submit subsequent disability certification for any disability extending beyond 90 days (30 days for any recurrent claims). The employee must be compliant with the prescribed treatment plan.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an accredited nurse practitioner working within applicable state licensing requirements provides treatment on or before the 14th day of disability, and the claim satisifies all other Eligibility Requirements, including "Medical

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Substantiation" as described below. After the first 14 days of disability, an employee must be under the care and treatment of a legally licensed doctor of medicine or osteopathy.

Upon implementation of the Medical Substantiation process described in the Letter of Understanding dated October 30, 2019~~2011~~. Subject: Medical Substantiation and Disability Benefits, for an employee to be deemed wholly and continuously disabled, such employee must (1) provide medical evidence satisfactory to the Insurer that substantiates total disability ("Medical Substantiation"), and (2) the employee must not be engaged in any employment or occupation for remuneration or pay which is the same or similar to the employee's job classification duties and which is inconsistent with the employee's disability and/or restriction(s). Absent Medical Substantiation the employee's claim for benefits under the Program will be denied.

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(c) **Duration of Benefits**

An employee is eligible for benefits for as many weeks as any one accident, illness or pregnancy keeps the employee disabled with a limit of 52 weeks for one continuous period of disability. Benefits stop when the employee is able to return to work.

In addition to the time limits above, Accident and Sickness Benefits are further limited for one continuous period of disability due to accident, sickness or pregnancy to the lesser of 52 weeks or a period equal to the time at commencement of disability since an employee's most recent hire or rehire, except that if, at the date of expiration of the period Accident and Sickness Benefits are payable, such an employee for the same disability is confined in a hospital or is receiving lost time benefits because of employment with the Company under Workers' Compensation laws or other laws providing benefits for occupational injury or diseases but excluding specific allowances for loss or 100 percent loss of use of a body member, benefits continue to be payable while the employee continues to be so confined or to receive such lost time benefits, but in no event after 52 weeks of such benefits have become payable for that continuous period of disability.

One continuous period of disability includes successive periods of disability due to the same or related causes, unless before the later period of disability begins, the employee has returned to work with the Company for **three or more consecutive months except as required by law.** ~~the applicable following period:~~

~~(i) In the case of employees whose employment is subject to the California Unemployment Compensation Disability Benefits Law or the New Jersey Temporary Disability Benefits Law, two or more consecutive weeks,~~

~~(ii) In the case of all other employees including employees whose employment is subject to the New York Disability Benefits Law, three or more consecutive months.~~

An employee shall have returned to work only if such employee works four or more hours on each working day (where state laws permit).

If an employee becomes disabled again by a new illness or accident, the employee can make a new claim for

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benefits. The employee can also make a new claim for benefits if an old accident or illness disables the employee again, provided the employee has been back to work as described herein above.

(k) **Pay from Company**

Accident and Sickness Benefits are not paid for any day for which the employee is entitled to holiday pay or receives pay from the Company for at least eight hours of work or, if employed under an alternate work schedule, the number of hours the employee is scheduled to work in a regular work day. For an employee who shall have received pay for any day for less than eight hours of work or for employees working an alternate work schedule, the number of hours scheduled in the employee's regular work day, any Accident and Sickness Benefits for which he/she may otherwise be eligible for that day shall not exceed the difference between eight hours, or the hours scheduled on a regular work day for employees working under an alternate work schedule, and the number of hours paid multiplied by his/her base hourly rate.

(l) ~~**New York New Jersey and California Employees**~~ **State and Federal Limits**

Accident & Sickness Benefits are reduced for any applicable State or Federal disability program benefits the Employee is receiving or are eligible to receive, unless such applicable State and Federal disability programs are funded solely by the employee through payroll taxes or otherwise.

~~If an employee is employed in New York or New Jersey, his/her Accident and Sickness Benefits are at least equivalent to those required under the State disability compensation law.~~

~~If an employee is employed in California, his/her Accident and Sickness Benefits will be reduced by State Unemployment Compensation Disability benefits for which he/she is eligible, whether or not he/she has rejected or otherwise waived his/her rights thereto.~~

(m) **Waiver**

An employee who has one or more years of seniority may waive irrevocably any right he/she may have to receive Accident and Sickness Benefits with respect to any period of disability by completing a waiver form furnished by the Insurer for that purpose. No Accident and Sickness Benefits shall be payable for any period of disability covered by such waiver.

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Section 12. Reinstatement of Accident and Sickness Insurance During Layoff

(a) **Eligibility Requirements**

Accident and Sickness Insurance shall be reinstated, subject to the modifications set forth herein, for an employee at work on or after ~~November 23, 2015~~**XX/XX/XXXX** who:

- Becomes wholly and continuously disabled while on a qualifying layoff as defined in the ~~2015~~**2023** Ford-UAW Supplemental Unemployment Benefit Plan (SUB Plan) or who, upon responding to recall from such layoff, is found medically disabled by the plant physician, thereby preventing return to work, or is certified by such employee's physician to be unable to return to work because of disability, and while insured for Life Insurance, and

- Has been eligible for a Regular Benefit under the SUB Plan, or has been employed by another employer, immediately prior to his becoming disabled.

Notwithstanding the provisions of Section 11, Accident and Sickness Benefits provided under this Section 12 are payable only if, with respect to each week for which a benefit is claimed, the employee:

- Is unable to perform all duties of the employee's occupation,

- Is under a doctor's care, and

- Is otherwise eligible to receive a benefit under the SUB Plan or, if the 1987 Ford-UAW Supplemental Unemployment Benefit Plan (1987 SUB Plan) is reinstated, has to his credit at least a Credit Unit under the 1987 SUB Plan.

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MONTHLY CONTRIBUTION RATES:

The monthly contribution an employee is required to pay depends upon the insurance bracket as determined by Base Hourly Rate the employee was receiving as of the last day worked and the kinds of insurance which can be continued. The required monthly contribution schedule is subject to change if necessary by mutual agreement between the Company and the Union.

Base Hourly Rate	Contribution Schedule I[1]	Contribution Schedule II
~~Up to but less than 14.30~~	~~26.36~~	~~15.75~~
~~14.30 but less than 14.65~~	~~27.22~~	~~16.25~~
~~14.65 but less than 15.00~~	~~27.65~~	~~16.75~~
~~15.00 but less than 15.35~~	~~28.51~~	~~17.25~~
~~15.35 but less than 15.70~~	~~29.37~~	~~17.75~~
~~15.70 but less than 16.05~~	~~29.80~~	~~18.00~~
~~16.05 but less than 16.40~~	~~30.66~~	~~18.50~~
~~16.40 but less than 16.75~~	~~31.09~~	~~18.75~~
~~16.75 but less than 17.10~~	~~31.52~~	~~19.00~~
~~17.10 but less than 17.45~~	~~32.38~~	~~19.50~~
~~17.45 but less than 17.80~~	~~33.24~~	~~20.00~~
~~17.80 but less than 18.15~~	~~33.67~~	~~20.25~~
~~18.15 but less than 18.50~~	~~34.96~~	~~21.00~~
~~18.50 but less than 18.85~~	~~35.39~~	~~21.25~~
~~18.85 but less than 19.20~~	~~36.25~~	~~21.75~~
~~19.20~~ but less than 19.55	21.60~~36.68~~	21.60~~22.00~~
19.55 but less than 19.90	21.84~~37.54~~	21.84~~22.50~~
19.90 but less than 20.25	22.32~~38.40~~	22.32~~23.00~~
20.25 but less than 20.60	22.56~~38.83~~	22.56~~23.25~~
20.60 but less than 20.95	22.80~~39.26~~	22.80~~23.50~~
20.95 but less than 21.30	23.28~~40.12~~	23.28~~24.00~~
21.30 but less than 21.65	23.52~~40.55~~	23.52~~24.25~~
21.65 but less than 22.00	24.00~~41.41~~	24.00~~24.75~~
22.00 but less than 22.35	24.24~~41.84~~	24.24~~25.00~~
22.35 but less than 22.70	24.72~~42.70~~	24.72~~25.50~~
22.70 but less than 23.05	25.20~~43.56~~	25.20~~26.00~~
23.05 but less than 23.40	25.44~~43.99~~	25.44~~26.25~~
23.40 but less than 23.75	25.92~~44.85~~	25.92~~26.75~~
23.75 but less than 24.10	26.16~~45.28~~	26.16~~27.00~~
24.10 but less than 24.45	26.64~~46.14~~	26.64~~27.50~~
24.45 but less than 24.80	27.12~~47.00~~	27.12~~28.00~~
24.80 but less than 25.15	27.36~~47.43~~	27.36~~28.25~~
25.15 but less than 25.50	27.84~~48.29~~	27.84~~28.75~~
25.50 but less than 25.85	28.08~~48.72~~	28.08~~29.00~~
25.85 but less than 26.20	28.56~~49.58~~	28.56~~29.50~~

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Base Hourly Rate	Contribution Schedule I	Contribution Schedule II
26.20 but less than 26.55	29.04~~50.44~~	29.04~~30.00~~
26.55 but less than 26.90	29.28~~50.87~~	29.28~~30.25~~
26.90 but less than 27.25	29.76~~51.73~~	29.76~~30.75~~
27.25 but less than 27.60	30.00~~52.16~~	30.00~~31.00~~
27.60 but less than 27.95	30.48~~53.02~~	30.48~~31.50~~
27.95 but less than 28.30	30.96~~53.88~~	30.96~~32.00~~
28.30 but less than 28.65	31.20~~54.31~~	31.20~~32.25~~
28.65 but less than 29.00	31.68~~55.17~~	31.68~~32.75~~
29.00 but less than 29.35	32.40~~56.46~~	32.40~~33.50~~
29.35 but less than 29.70	32.64~~56.89~~	32.64~~33.75~~
29.70 but less than 30.05	33.12~~57.75~~	33.12~~34.25~~
30.05 but less than 30.40	33.60~~58.61~~	33.60~~34.75~~
30.40 but less than 30.75	33.84~~59.04~~	33.84~~35.00~~
30.75 but less than 31.10	34.32~~59.90~~	34.32~~35.50~~
31.10 but less than 31.45	34.56~~60.33~~	34.56~~35.75~~
31.45 but less than 31.80	34.80~~60.76~~	34.80~~36.00~~
31.80 but less than 32.15	35.04~~61.19~~	35.04~~36.25~~
32.15 but less than 32.50	35.52~~62.05~~	35.52~~36.75~~
32.50 but less than 32.85	36.00~~62.91~~	36.00~~37.25~~
32.85 but less than 33.20	36.24~~63.34~~	36.24~~37.50~~
33.20 but less than 33.55	36.72~~64.20~~	36.72~~38.00~~
33.55 but less than 33.90	36.96~~64.63~~	36.96~~38.25~~
33.90 but less than 34.25	37.44~~65.49~~	37.44~~38.75~~
34.25 but less than 34.60	37.92~~66.35~~	37.92~~39.25~~
34.60 but less than 34.95	38.16~~66.78~~	38.16~~39.50~~
34.95 but less than 35.30	38.64~~67.64~~	38.64~~40.00~~
35.30 but less than 35.65	38.88~~68.07~~	38.88~~40.25~~
35.65 but less than 36.00	39.60~~69.36~~	39.60~~41.00~~
36.00 but less than 36.35	40.08~~70.22~~	40.08~~41.50~~
36.35 but less than 36.70	40.56~~71.08~~	40.56~~42.00~~
36.70 but less than 37.05	40.80~~71.51~~	40.80~~42.25~~
37.05 but less than 37.40	41.28~~72.37~~	41.28~~42.75~~
37.40 ~~and over~~ but less than 37.75	41.52~~72.80~~	41.52~~43.00~~
37.75 but less than 38.10	42.00	42.00
38.10 but less than 38.45	42.48	42.48
38.45 but less than 38.80	42.72	42.72
38.80 but less than 39.15	43.20	43.20
39.15 but less than 39.50	43.68	43.68
39.50 but less than 39.85	43.92	43.92
39.85 but less than 40.20	44.40	44.40
40.20 but less than 40.55	44.64	44.64
40.55 but less than 40.90	45.12	45.12
40.90 but less than 41.25	45.60	45.60
41.25 but less than 41.60	45.84	45.84
41.60 but less than 41.95	46.32	46.32
41.95 but less than 42.30	46.80	46.80
42.30 but less than 42.65	47.04	47.04
42.65 but less than 43.00	47.52	47.52
43.00 but less than 43.35	47.76	47.76
43.35 but less than 43.70	48.24	48.24
43.70 but less than 44.05	48.72	48.72
44.05 but less than 44.40	48.96	48.96
44.40 but less than 44.75	49.44	49.44
44.75 but less than 45.10	49.68	49.68
45.10 but less than 45.45	50.16	50.16
45.45 but less than 45.80	50.64	50.64
45.80 but less than 46.15	50.88	50.88
46.15 but less than 46.50	51.36	51.36
46.50 but less than 46.85	51.84	51.84
46.85 but less than 47.20	52.08	52.08
47.20 but less than 47.55	52.56	52.56

47.55 but less than 47.90	52.80	52.80
47.90 but less than 48.25	53.28	53.28
48.25 but less than 48.60	53.76	53.76
48.60 but less than 48.95	54.00	54.00
48.95 but less than 49.30	54.48	54.48
49.30 but less than 49.65	54.72	54.72
49.65 but less than 50.00	55.20	55.20
50.00 but less than 50.35	55.68	55.68
50.35 but less than 50.70	55.92	55.92
50.70 but less than 51.05	56.40	56.40
51.05 but less than 51.40	56.88	56.88
51.40 but less than 51.75	57.12	57.12
51.75 but less than 52.10	57.60	57.60
52.10 but less than 52.45	57.84	57.84
52.45 but less than 52.80	58.32	58.32
52.80 but less than 53.15	58.80	58.80
53.15 but less than 53.50	59.04	59.04
53.50 and over	59.52	59.52

[1] Monthly contribution is required for disability continuation in addition to the amounts shown in the Contribution Schedule I. The amount is subject to change based on disability program costs, available through the disability carrier.

[2] This monthly contribution amount applies to Employees receiving $45,000 of Basic Life Insurance.

Contribution Schedule III
60¢ per $1,000 Life Insurance ~~in addition to $5.00 a month~~.

Contribution Schedule IV
60¢ per $1,000 Life Insurance.

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Insurance Program (H-S-M-D-D-V)

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EXHIBIT I DEPENDENT GROUP LIFE INSURANCE

II. **Enrollment and Effective Dates**

The employee's Dependent Group Life Insurance shall become effective as set forth below:

(A) If the employee enrolls in **$100,000**~~$75,000~~ spouse/~~$30,000~~**$40,000** child option or less on or before his/her eligibility date, insurance becomes effective on the eligibility date.

(B) If the employee enrolls in $100,000~~$75,000~~ spouse/~~$30,000~~**$40,000** child option or less during the 31-day period following his/her eligibility date, insurance becomes effective on the first day of the calendar month following the date of enrollment.

(C) If the employee enrolls (1) in greater than **$100,000**~~$75,000~~ spouse/~~$30,000~~**$40,000** child option, or (2) subsequent to the 31st day following his/her eligibility date, or (3) if the employee becomes insured for the amounts of insurance under any Schedule in Section IV and later decides to enroll for increased amounts of insurance under any other Schedule in Section IV, the employee must furnish evidence satisfactory to the insurance company of each dependent's good health. In either case, insurance will become effective on the first day of the calendar month following the date the insurance company approves the evidence, with respect to those persons whose evidence has been approved and who are still eligible dependents, as defined in Section III, below.

(D) If the employee enrolls during an open enrollment, coverage is effective (1) for the guaranteed coverage amounts (coverage where Evidence of Insurability is not required) as specified in the open enrollment the 1st of the month following the enrollment, or (2) for amounts requiring Evidence of Insurability, the 1st of the calendar month following the date the insurance company approves the evidence.

In any event, for insurance to become effective, the employee must be actively at work **or on an approved local union leave,** on the date insurance would otherwise become effective. If the employee is not actively at work **or on an approved local union leave** on such date, insurance becomes effective on the date the employee returns to active work, provided he/she is then still eligible as set forth in Section I, above. If the employee becomes insured for the amounts of insurance under any Schedule in Section IV and later enrolls for decreased amounts of insurance under any other Schedule in Section IV, the decreased amounts of insurance shall become effective on the first day of the

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calendar month next following the last month for which he/she made the required contribution for the larger amounts of insurance, whether or not he/she is then actively at work.

EXHIBIT I DEPENDENT GROUP LIFE INSURANCE

IV. **Amount of Insurance**

The amount of Dependent Group Life Insurance applicable to each dependent is as follows:

	Amount of Insurance				
Dependent	**Schedule I**	**Schedule II**	**Schedule III**	**Schedule IV**	**Schedule V**
Spouse/SSDP	$5,000	$10,000	$15,000	$20,000	$25,000
Child	2,000	4,000	6,000	8,000	10,000
	Schedule VI	**Schedule VII**	**Schedule VIII**	**Schedule IX**	**Schedule X**
Spouse/SSDP	$30,000	$35,000	$40,000	$50,000	$60,000
Child	12,000	14,000	16,000	20,000	24,000
	Schedule XI	**Schedule XII**	**Schedule XIII**	**Schedule XIV**	**Schedule XV**
Spouse/SSDP	$75,000	$100,000	$125,000	$150,000	$175,000
Child	30,000	40,000	50,000	60,000	$70,00

~~For dependents of retirees, surviving spouses, or Qualified Same-Sex Domestic Partner (SSDP) of deceased employees or retirees who continue coverage beyond age seventy (70), the maximum amount of insurance applicable will be the following percentages of the scheduled coverage in force on the last day worked by the employee or retiree upon whom the dependent's coverage is based.~~

~~Retiree, Surviving Spouse or SSDP Age~~	~~Maximum Insurance Amount~~
~~70-74~~	~~75% of the scheduled insurance in force on the employee's or retiree's last day worked.~~
~~75 and over~~	~~37.5% of the scheduled insurance in force on the employee's or retiree's last day worked.~~

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EXHIBIT I DEPENDENT GROUP LIFE INSURANCE

V. **Contributions**

The employee shall contribute the full cost of Dependent Group Life Insurance and contributions shall be payable monthly in advance. Regardless of the number of dependents on whose account the employee is insured, the required monthly contribution, which is subject to change if necessary by mutual agreement between the Company and the Union during the duration of this Agreement. Premium rates and monthly contributions are set forth in the following schedules and are not determined based on the last date actively at work.

Monthly Rates per $1,000 of Insurance
(Effective 1-1-~~2016~~2024)

Dependents (including children) of Employees and Retirees, and Surviving Spouses or Qualified Same-Sex Domestic Partners of Deceased Employees or Retirees

Monthly Rates

Employees' or Retirees Age	Dependents of Employees	Dependents of Retirees and Surviving Spouse /SSDP of Deceased Employee or Retiree
Under 30	$0.066~~0.051~~	$0.074
30-34	.088~~.068~~	.095
35-39	.100~~.077~~	.119
40-44	.110~~.085~~	.166
45-49	.166~~.128~~	.238
50-54	.253~~.196~~	.363
55-59	.473~~.366~~	.575
60-64	.724~~.561~~	.830
65-69	1.394~~1.080~~	1.384
70-74	2.259~~1.751~~	2.185~~*~~
75-79	3.265~~2.531~~	3.165~~**~~
80-84	4.490~~3.480~~	4.345~~**~~
85-89	5.909~~4.580~~	5.724~~**~~
90-94	7.621~~5.907~~	7.375~~**~~
95 and over	9.979~~7.735~~	9.662~~**~~

~~* For dependents of retirees, surviving spouses, and Qualified Same-Sex Domestic Partners of deceased employees and retirees, maximum coverage is 75% of scheduled insurance amount in force on last day employee or retiree worked.~~

~~** For dependents of retirees, surviving spouses, and Qualified Same-Sex Domestic Partners of deceased employees and retirees, maximum coverage is 37.5% of scheduled insurance amount on last day employee or retiree worked.~~

When the employee/retiree attains a birthday which places the employee/retiree in a higher age bracket, the monthly

contribution will change on the first day of the calendar month following the month in which such birthday occurs.

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EXHIBIT III

OPTIONAL GROUP LIFE INSURANCE

I. **Eligibility Date**

An employee shall become eligible for Optional Group Life Insurance for the amounts of insurance determined in accordance with section III herein, on the first of the month following date employed provided that, in either case, the employee is then insured for Life Insurance described in Section 3 of the Group Life and Disability Insurance provisions. If the employee is not then insured for such Life Insurance, he/she shall become eligible for Optional Group Life Insurance on the first day of the calendar month following the date both these conditions are first met.

The date that the employee becomes eligible for Optional Group Life Insurance shall be hereinafter referred to as the employee's eligibility date.

II. **Enrollment and Effective Dates**

The employee's Optional Group Life Insurance shall become effective as follows:

A. If the employee enrolls on or before his/her eligibility date, insurance of **$250,000**~~$200,000~~ or less becomes effective on the eligibility date.

B. If the employee enrolls during the 31-day period following his/her eligibility date, insurance of **$250,000**~~$200,000~~ or less becomes effective on the first day of the calendar month next following the date of enrollment.

C. If the employee enrolls (1) in greater than **$250,000**~~$200,000~~, or (2) subsequent to the 31st day following his/her eligibility date, or (3) if the employee becomes insured for Optional Group Life Insurance and later decides to enroll for a higher amount of insurance as set forth in Section III herein, the employee must furnish evidence satisfactory to the Insurer (a) of his/her good health, or (b) that he/she has married or acquired a child or children by birth or adoption during the 31-day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the Insurer approves such evidence, provided that in the case of (b) above, the change in status is still in existence.

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D. If the employee enrolls during an open enrollment, coverage is effective (1) for guaranteed coverage amounts (coverage amounts as specified in the open enrollment where evidence of insurability is not required), the 1st of the month following enrollment, or (2) for amounts requiring evidence of insurability, the first of the calendar month following the date the insurance carrier approves coverage.

In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work **or on an approved local union leave,** on the date the insurance would otherwise become effective. If the employee is not actively at work **or on an approved local union leave** on such date, the insurance becomes effective on the date the employee returns to active work, provided the employee is then still eligible as set forth in Section I above.

If the employee becomes insured for Optional Group Life Insurance and later enrolls for a lower amount of insurance as set forth in Section III herein, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the last month for which he/she made the required contribution for the higher amount, whether or not the employee is then actively at work.

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EXHIBIT III OPTIONAL GROUP LIFE INSURANCE

III. **Amount of Insurance**

An employee may elect one of the following Schedules of Optional Group Life Insurance:

	Amount of Life Insurance
Schedule 1	$10,000
Schedule 2	20,000
Schedule 3	30,000
Schedule 4	40,000
Schedule 5	50,000
Schedule 6	75,000
Schedule 7	100,000
Schedule 8	125,000
Schedule 9	150,000
Schedule 10	175,000
Schedule 11	200,000
Schedule 12	225,000
Schedule 13	250,000
Schedule 14	275,000
Schedule 15	300,000
Schedule 16	**350,000**
Schedule 17~~16~~	400,000
Schedule 18	**450,000**
Schedule 19~~17~~	500,000
Schedule 20	**550,000**
Schedule 21~~18~~	600,000
Schedule 22	**625,000**
Schedule 23	**650,000**
Schedule 24	**675,000**
Schedule 25	**700,000**

Retired employees may continue that amount of insurance in force on the last day the retiree worked, or a lesser amount according to the above schedule at their option~~, until they attain age 70. Commencing the first day of the month following the month in which their 70th birthday occurs, if they are then participating in the program, the maximum amount of insurance the retired employee may continue will be seventy five percent (75%) of the amount of insurance in force on their last day worked prior to retirement. Commencing on the first day of the month following the month in which their 75th birthday occurs, if they are then participating in the program, the maximum amount of insurance the retired employee may continue thereafter will be thirty seven and one half percent (37.5%) of the amount of insurance in force on the last day worked prior to retirement~~.

IV. **Contributions**

EXHIBIT III OPTIONAL GROUP LIFE INSURANCE

The employee shall contribute the full cost of the Optional Group Life Insurance and contributions shall be payable monthly in advance. Premium rates are not based on the last date actively at work and the required monthly contribution for each $1,000 of Optional Group Life Insurance is set forth in the following table, which is subject to change if necessary during the duration of this Agreement by mutual agreement between the Company and the Union:

Employee Contribution Rates

Employee's Age*	Monthly Contribution for Each $1,000 of Insurance Effective 1-1-~~1624~~
Less Than 30	$.037~~$.028~~
30-34	.056~~.043~~
35-39	.074~~.057~~
40-44	.097~~.075~~
45-49	.146~~.113~~
50-54	.222~~.172~~
55-59	.417~~.322~~
60-64	.639~~.494~~
65-69	1.227~~.950~~
70-74	1.989~~1.541~~
75-79	2.060~~2.435~~
80-84	2.060~~3.492~~
85-89	2.060~~5.028~~
90-94	2.060~~7.054~~
95 & over	2.060~~11.973~~

Retiree Contribution Rates

Retiree's Age*	Monthly Contribution for Each $1,000 of Insurance Effective 1-1-~~1624~~
Less Than 30	$.078~~$.060~~
30-34	.104~~.080~~
35-39	.117~~.090~~
40-44	.140~~.108~~
45-49	.251~~.194~~
50-54	.478~~.370~~
55-59	.697~~.540~~
60-64	1.185~~.910~~
65-69	2.271~~1.760~~
70-74	4.412~~3.420~~
75-79	6.727~~5.214~~
80-84	9.651~~7.481~~
85-89	13.902~~10.776~~
90-94	19.523~~15.134~~
95 & over	33.090~~25.651~~

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EXHIBIT III OPTIONAL GROUP LIFE INSURANCE

* When the employee/retiree attains a birthday which places the employee/retiree in a higher age bracket, the monthly contribution will change on the first day of the calendar month following the month in which such birthday occurs.

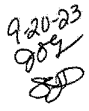

EXHIBIT IV

OPTIONAL ACCIDENT INSURANCE

Any reference in this Exhibit to Same-Sex Domestic Partner, including the definition of spouse, shall be governed by the letter of understanding, dated November 5, 2015, titled "Transition of Same-Sex Domestic Partner Benefits."

I. **Eligibility Date**

An employee shall become eligible to elect Optional Accident Insurance as described in Section III herein for the amounts of insurance therein described, on the first day of the month following date employed provided that the employee is then insured for Life Insurance described in Section 3 of the Group Life and Disability Insurance provisions. If the employee is not then insured for such Life Insurance, the employee shall become eligible for Optional Accident Insurance on the first day of the calendar month following the date both these conditions are first met.

The date that the employee becomes eligible for Optional Accident Insurance shall be hereinafter referred to as the employee's eligibility date.

II. **Enrollment and Effective Dates**

The employee's Optional Accident Insurance shall become effective as follows:

A. If the employee enrolls on or before the employee's eligibility date, insurance coverage becomes effective on the eligibility date.

B. If the employee enrolls subsequent to the employee's eligibility date, or if the employee becomes insured for Optional Accident Insurance and later decides to enroll for a higher amount of insurance as provided in Section III herein, insurance shall become effective on the first day of the calendar month next following the date of enrollment or change.

C. In any event, for an employee to become insured initially or for a higher amount of insurance, the employee must be actively at work **or on an approved local union leave,** on the date the insurance would otherwise become effective. If the employee is not actively at work **or on an approved local union leave** on such date, the insurance or the higher amount of insurance becomes effective on the date the employee

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returns to active work, provided the employee is then still eligible as set forth in Section I above.

D. If the employee becomes insured for Optional Accident Insurance and later enrolls for a lower amount of insurance as provided in Section III herein, the employee shall become insured for such lower amount of insurance on the first day of the calendar month next following the last month for which the employee made the required contribution for the higher amount, whether or not the employee is then actively at work.

III. **Amount of Insurance**

An employee may elect either Employee Coverage or Family Coverage. Coverage must be purchased in Units of $10,000. Employees may buy a principal sum of up to ten (10) times annual base pay, rounded to the next $10,000, up to a maximum benefit of $500,000.

A. **Loss of Life or a Bodily Injury**

If the employee sustains an accidental bodily injury which results in one of the following losses within 365 days of the accident, the following schedule applies:

LOSS	AMOUNT PAYABLE
Loss of Life	The Principal Sum
Loss of both hands or both feet	The Principal Sum
Loss of one hand and one foot	The Principal Sum
Loss of the entire sight of both eyes	The Principal Sum
Loss of speech and hearing	The Principal Sum
Loss of the entire sight of one eye and one hand or foot	The Principal Sum
Loss of one hand or one foot	One-Half The Principal Sum
Loss of the entire sight of one eye	One-Half The Principal Sum
Loss of speech or hearing	One-Half The Principal Sum
Loss of thumb and index finger (of the same hand)	One-Quarter The Principal Sum

If the employee elects Family Coverage, both the employee and eligible Family members are insured; a spouse or a qualified Same-Sex Domestic Partner (as defined in Section 9 (f)) is covered for an amount equal to fifty percent (50%) of the employee's coverage and each other eligible dependent is covered for ten percent (10%) of the employee's coverage.

Benefits under this provision will not be paid under any circumstances for more than one of the losses, the greatest, sustained by the covered employee or covered family member as the result of any one injury.

"Loss," used with reference to hand or foot, means complete severance through or above the wrist or ankle joint; as used with reference to eye, means irrecoverable loss of the entire sight thereof; as used with reference to speech and

hearing, means entire and irrecoverable loss of speech or hearing and as used with reference to thumb and index finger, means complete severance through or above metacarpophalangeal joints.

B. **Paralysis Benefits**

If an insured employee sustains an accidental bodily injury that results in permanent paralysis within 365 days of the accident, the following schedule applies:

Quadriplegia .....The Principal Sum
Paraplegia/Triplegia.....Three-Quarters The Principal Sum
Hemiplegia/Uniplegia .....One-Half The Principal Sum

If the employee elects Family Coverage, a spouse or qualified Same-Sex Domestic Partner (as defined in Section 9(f)) is covered for an amount equal to fifty percent (50%) of the employee's coverage and each other eligible dependent is covered for ten percent (10%) of the employee's coverage.

If an insured employee sustains an accidental bodily injury that results in a permanent paralysis within 365 days of the accident and less than The Principal Sum is payable by reason of such loss and the insured employee thereafter suffers a greater loss as a result of the same accidental bodily injury within such 365 day period following the accident, the excess benefit amount will be payable.

C. **Comatose Benefit**

If an insured employee sustains an accidental bodily injury that results in lapse into a comatose state within 365 days of the accident, a benefit equal to one percent (1%) of the Principal Sum shall be payable on the 32nd day of the coma and each month thereafter for a maximum of 100 months, or until death if earlier at which time any balance would be paid. If the employee regains consciousness, benefits shall cease and coverage for Optional Accident Insurance would resume only upon re-enrollment and payment of premiums.

If the employee elects Family Coverage, a spouse or Qualified Same-Sex Domestic Partner (as defined in Section 9(f)) is covered for an amount equal to fifty percent (50%) of the employee's coverage and each other eligible dependent is covered for ten percent (10%) of the employee's coverage.

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D. **Special Education Benefit**

If Family Coverage has been elected and the insured employee dies as a result of a covered accident, an

additional benefit in the amount of six percent (6%) of the employee's Principal Sum (subject to a maximum of $7,000 effective January 1, 2004 for covered accidents on or after that date) per year will be paid for each eligible dependent child of the employee, surviving spouse or SSDP enrolled within 365 days of the death of the employee as a full-time student in an accredited college or university.

This benefit is payable annually for a maximum of four consecutive years providing the eligible child consecutively continues his/her education as a full-time student. Benefits beyond the first year require evidence that the child has successfully completed all academic requirements of the prior school year.

No payment will be made for room, board, or other living, traveling, or clothing expenses.

If there is no dependent child who qualifies, an additional benefit of $1,000 will be paid to the beneficiary.

E. **Special Child Care Center Benefit**

If Family Coverage has been elected, upon the death of an insured employee, spouse or qualified Same-Sex Domestic Partner (as defined in Section 9(f)) from a covered accident, the beneficiary will receive an additional benefit in the amount of six percent (6%) of the employee's Principal Sum (subject to a maximum of $7,000 effective January 1, 2004 for covered accidents occurring on or after that date) per year for up to four years for each eligible dependent child, under the age of 13, enrolled (or who becomes enrolled within 90 days) in a qualified child care center.

If there is no dependent child who qualifies, an additional benefit of $1,000 will be paid to the beneficiary.

F. **Spousal Occupational Training Expense**

If Family Coverage is elected and the insured employee dies as a result of a covered accident, a surviving spouse or qualified Same-Sex Domestic Partner (as defined in Section 9(f)) who participates in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which the spouse or qualified Same-Sex Domestic Partner would not have sufficient qualification otherwise, will be reimbursed for expenses actually incurred up to 6% of the employee's Principal Sum (subject to a maximum of $7,000 effective January 1, 2004 for covered accidents occurring on or after that date).

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To be reimbursed, such expenses must be reasonable and necessary and must be incurred within (3) years of the date of the death. No payment will be made for room, board, or other living, traveling, or clothing expenses.

G. **Common Disaster Benefit**

If Family Coverage is elected and an insured employee, spouse, or qualified Same-Sex Domestic Partner (as defined in Section 9(f)) suffers a loss of life in the same covered accident, or separate covered accidents which occur within **one year** ~~48 hours~~ of each other (common disaster), the amount payable by reason of the spouse's or Qualified Same-Sex Domestic Partner's death will equal the amount payable by reason of the insured employee's death. The common disaster benefit for the insured employee and spouse or Qualified Same-Sex Domestic Partner will not exceed $1,000,000.

H. **Repatriation Benefit**

For losses occurring on or after January 1, 2004, if an insured employee or retiree or, if family coverage is elected, a covered spouse/Qualified Same-Sex Domestic Partner (as defined in Section 9(f)) or dependent child, sustains a loss of life as a direct result of a covered accident, both the accident and death occurring at a distance of 100 miles or more from the deceased person's principal residence, reimbursement up to a maximum benefit of $5,000 will be made for the expenses incurred for preparation of the body and its transportation to the city of his/her principal residence.

I. **Seatbelt Benefit**

For losses occurring on or after January 1, 2004, if an insured employee or retiree, or, if family coverage is elected, a spouse, Qualified Same-Sex Domestic Partner (as defined in Section 9(f)), or dependent child also sustains a loss of life while wearing a seatbelt in an automobile, 10% of principal sum to a maximum of $10,000 is payable for each insured member whose life was lost.

For the purposes of seatbelt benefit, "injury" shall mean bodily injury caused solely by an automobile accident that occurs while the policy is in force and while the

Insured Person sustaining such injury is insured under the policy, and that occurs in the United States or Canada, while the Insured Person is properly wearing an unaltered seat belt or lap and shoulder restraint provided by such manufacturer and installed by an authorized dealer of such manufacturer. If such occupant is a child, the restraint

must be one approved by the National Highway Traffic Safety Administration, properly secured, and utilized as recommended by its manufacturer for children of like age and weight.

"Automobile" means a private passenger land motor vehicle of pleasure design. Automobile includes vans, four-wheel drive vehicles, self-propelled motor homes and trucks with a factory-rated load capacity of 2,000 pounds or less, but excludes custom-fabricated specialty vehicles. An automobile does not include any vehicle used for farming, commercial business, military business, racing or any type of competitive speed event.

J. **Continuation of Coverage for Surviving Spouses**

If an employee's or retiree's coverage ends due to their death, a covered surviving spouse or Qualified Same- Sex Domestic Partner (SSDP) has the option to continue coverage for themselves and dependent children who were insured at the time of the employee's or retiree's death by paying the applicable premium. No increase in coverage will be permitted. The rate for this coverage will be the difference between the family rate and employee only rate in force at that time.

For enrolled survivors of employees, coverage is provided at no cost for twelve (12) months from the date of the employee's death. If continued coverage is elected following the initial twelve (12) months, it will be effective beginning the thirteenth (13th) month following the employee's death. The elected coverage for the surviving spouse or SSDP and their covered dependents may be continued under the Plan until the spouse or SSDP reaches age 65 at which time they will be allowed to convert coverage to the Retiree Plan at the applicable rates and coverage levels. Eligible dependents of the surviving spouse or SSDP who are enrolled for coverage at the time of the conversion to the Retiree Plan also may be covered provided they continue to meet the eligibility requirements and pay the applicable premium.

Coverage for the surviving spouse or SSDP of a retiree and their covered dependents will be continued through the last month covered by the retiree's annual premium, after which the surviving spouse or SSDP may continue coverage by paying the applicable premium on a timely basis. Eligible dependents of the surviving spouse or SSDP who are enrolled for coverage at the time of the retiree's death, also may be covered.

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Coverage will terminate if the spouse remarries or the SSDP marries or establishes a new same-sex relationship with another party or for non-payment of required premiums.

IV. **Exclusions**

The policy doesn't cover loss caused or contributed by:

A. Suicide or self-destruction or any attempt thereat, whether sane or insane;

B. Bodily infirmity, sickness or disease;

C. Medical or surgical treatment (except medical or surgical treatment necessitated only due to an injury);

D. War, declared or undeclared, or any act of war except while the Insured Person is outside the United States and Puerto Rico on Company assignment or while Insured Dependents are outside the United States and Puerto Rico because of the Insured's assignment;

E. Injury sustained while serving in the armed forces of any country, for which period premiums will be refunded, provided, however, that a member of an Organized Reserve Corps or National Guard Unit shall be covered during short periods of training or participation in public ceremonies;

F. Injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft. This policy covers riding as a passenger but not as an operator or crew member, in or on, boarding or unloading from any aircraft having a current and valid airworthiness certificate or any transport type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by any similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world. Persons who are not members of the operating crew of any aircraft, who are engaged in testing, measuring, calibrating and similar operations, shall be considered passengers and not crew members;

G. The Insured Person's act of aggression~~,~~ **or** participation in a felonious enterprise ~~or illegal use of drugs~~.

Notwithstanding the provisions of Section IV and, other than for medical malpractice or other medical

errors, a claim for Optional Accident Insurance will not be denied on the basis that a physical illness or infection either (1) contributed to an accidental covered loss or (2) hastened the occurrence of an accidental covered loss.

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V. **Contributions**

The employee shall contribute the full cost of the Optional Accident Insurance and contributions shall be payable monthly in advance. Premium rates are not based on the last date actively at work. Effective January 1, ~~2016~~2024, the required monthly contribution for each $10,000 is ~~$.35~~$.44 for Employee Coverage or ~~$.59~~.74 for Family Coverage. These contributions are subject to change during the duration of this Agreement if necessary and by mutual agreement of the Company and the Union.

VI. **Definition of Dependent**

"Dependent" means (a)the employee's spouse and (b) Qualified Same-Sex Domestic Partner (SSDP), as provided in Section 9(f), (c) any unmarried child (i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee, (ii) of the employee's spouse or SSDP while such child is in the custody of and dependent upon the employee's spouse or SSDP and is residing in and a member of the employee's household, (iii) as defined in (i) and (ii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care, and (iv) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status. A child as defined in (i), (ii), (iii), or (iv) is included until the end of the calendar year in which the child attains age 26, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

No person may be considered a dependent of more than one employee.

The definition of dependent used in this Exhibit shall apply only to the Optional Accident Insurance set forth herein and shall be entirely independent of any such

definition used for benefits as set forth in the H-S-M-D-D-V Program or any other Program.

IX. **Continuation After Cessation of Active Work**

A. **Unpaid leave of absence and medical leave of absence***

During the month an approved leave of absence commences, an insured employee on such leave will be covered for the full calendar month provided the premium has been deducted for that month; and

Coverage may be continued by an employee while on approved leave of absence provided the applicable monthly premium is paid to the Insurer.

B. **Layoff***

If an employee is laid off, coverage may be continued according to the following schedule:

Years of Seniority on Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Can Be Continuous
Less than 1	0
1 but less than 2	14
2 but less than 3	16
3 but less than 4	18
4 but less than 5	20
5 but less than 6	22
6 but less than 1	24
10 or more	36

* Premiums must be paid to the Insurer within 31 days of the last month covered by payroll deduction and on the first of each month thereafter.

C. **Retirement**

Effective January 1, ~~2000~~2024, employees enrolled as of last day worked may continue a portion of coverage by making annual payments in advance. For Retired Employee Coverage, the annual rate is ~~$6.18~~$7.68 per $10,000 of coverage. For Retired Family Coverage, the annual rate is ~~$9.27~~$11.52 per $10,000 of coverage. These contributions are subject to change during the duration of this Agreement if necessary by mutual agreement of the Company and the Union.

If eligible, coverage up to $150,000 or the amount in force as of last day worked, whichever is less, may be continued. This amount cannot be increased, but may be decreased or cancelled at any time. Coverage may be

changed from Retired Family Coverage to Retired Employee Coverage at any time, and may be changed from Retired Employee Coverage to Retired Family Coverage at the point of retirement or each year thereafter only on the anniversary of the employee's retirement date and at no other time during the year.

Retired employees and their dependents are ineligible for loss of speech and hearing, loss of speech or hearing, loss of thumb and index finger benefits or benefits described in III D., E., or F. above.

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INSURANCE PROGRAM

HOSPITAL-SURGICAL-MEDICAL DRUG-DENTAL-VISION

("H-S-M-D-D-V" PROGRAM)

Incorporated by reference in the Collective Bargaining Agreement dated ~~November 18, 2019~~**XX/XX/XXXX**, (herein called the ~~2019~~ Collective Bargaining Agreement).

Section 1. Coverages

(a) **Negotiated Benefits**

For eligible employees, hospital-surgical-medical-drug dental-vision-hearing aid coverages shall be:

(1) The hospital expense benefits negotiated by the Company and the Union, which are provided under the National PPO Plan and administered by Blue Cross and Blue Shield of Michigan or mutually agreed upon coverage provided by another carrier,

A. With provisions, as specified in the ~~2017~~ Administrative Manual or as to be updated, by mutual agreement of the parties, during the first year of the term of this Agreement to reflect the ~~2019~~ Collective Bargaining Agreement; and

B. With revised provisions, as have been agreed upon between the parties and included in Exhibit III "Utilization Review and Cost Containment" and Exhibit VI "Understandings With Respect To The H-S-M-D-D-V Program-General"; and

(2) The surgical-medical expense benefits negotiated by the Company and the Union, which are provided under the National PPO Plan and administered by Blue Cross and Blue Shield of Michigan or mutually agreed upon coverage provided by another carrier,

A. With provisions, as specified in the ~~2017~~ Administrative Manual or as to be updated, by mutual agreement of the parties, during the first year of the term of this Agreement to reflect the ~~2019~~ Collective Bargaining Agreement; and

B. With revised provisions, as have been agreed upon between the parties and

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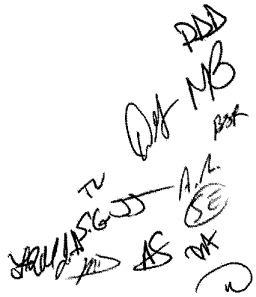
SECTION 1 HOSPITAL-SURGICAL-MEDICAL-DRUG-DENTAL-VISION ("H-S-M-D-D-V" PROGRAM)

included in Exhibit III "Utilization Review and Cost Containment" and Exhibit VI "Understandings With Respect To The H-S-M-D-D-V Program-General"; and



(3) The prescription drug expense benefits negotiated by the Company and the Union, presently provided through the designated mutually agreed upon Pharmacy Benefit Manager (PBM), which are provided under the National PPO Plan and as described in the Administrative Manual, which is to be updated during the first year of the term of this Agreement.

A. Effective January 1, 2016, a co-payment of six dollars ($6.00) for each separate generic prescription order and refill and twelve dollars ($12.00) for each separate brand-name prescription order and refill. There is a co-payment of seventeen dollars ($17.00) for each separate erectile dysfunction medication prescription order and refill.

B. The Mail Order Prescription Drug Program will continue to be available to all enrollees except those enrolled in alternative plans. Effective January 1, 2016, a co-payment of twelve dollars ($12.00) for each separate covered generic prescription order and refill, seventeen dollars ($17.00) for each separate covered brand-name prescription order or refill and twenty one dollars ($21.00) for each separate erectile dysfunction medication prescription order and refill. The Mail Order Prescription Drug Program shall include the Maximum Allowable Cost Program provisions.

C. Maintenance drugs shall be covered as specified in Exhibit VI "Understandings With Respect To The H-S-M-D-D-V Program-General" and as specified in the H-S-M-D-D-V and Self-funded PPO Prescription Drug Program Letter of Understanding dated November 3, 2007.

(4) The hearing aid expense benefits provided under the "Hearing Aid Expense Benefits Program" as set forth in Exhibit V hereof; and

(5) The dental expense benefits provided under the "Dental Expense Benefits Program" as set forth in Exhibit I hereof; and

(6) The vision expense benefits provided under the "Vision Expense Benefits Program" as set forth in Exhibit IV hereof (or such other vision expense benefit programs as mutually agreed to by the Company and the Union).

The coverages, as of their respective effective dates, provided in (1), (2) and (3) of this Subsection (a) shall include the benefits negotiated by the Company and the Union as of ~~November 18, 2019~~**XX/XX/XXXX**, as specified in additional detail in the Exhibits hereto. Should the provisions of the Administrative Manual conflict with the provisions specified herein or in the Exhibits hereto, the Exhibits herein shall control.

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(c) **During Layoff**

Hospital-surgical-medical-drug-dental-vision-hearing aid coverages under Section 1 above shall be provided for a laid-off employee and eligible dependents, without cost to the employee, during a layoff meeting the conditions of Section 3 of Article I of the Supplemental Unemployment Benefit Plan **and while payable for Regular Benefits or Transition Assistance Plan benefits** ~~on the basis of the greater of (i) one full calendar month of layoff (for which he/she receives no pay), not to exceed twelve (12) months (or, in the case of an employee who has ten (10) or more years of seniority on his last day worked prior to layoff, not to exceed twenty four (24) months), for each full four (4) weeks of Regular Benefits to which the employee's Credit Units would entitle him/her,~~ pursuant to Article III of the Supplemental Unemployment Benefit Plan, **for a period not to exceed** ~~on the basis of seniority and the Credit Unit Cancellation Base as of the last day worked prior to layoff (as of the date placed on layoff in the case of a returning veteran) or, if later, the date initially credited with Credit Units during such layoff, or (ii) the number of months of coverage, up to a maximum of~~ twenty-four (24) **months.** ~~for which the employee would be eligible on the basis of years of seniority as of the last day worked prior to layoff, in accordance with the following table:~~

~~Layoff Commencing On or After March 1, 1982~~

~~Year(s) of Seniority as of Last Day Worked Prior to Layoff~~	~~Maximum Number of Number of Months for Which Coverage Will Be Provided~~
~~Less than 1~~	~~0~~
~~1 but less than 2~~	~~2~~
~~2 but less than 3~~	~~4~~
~~3 but less than 4~~	~~6~~
~~4 but less than 5~~	~~8~~
~~5 but less than 6~~	~~10~~
~~6 but less than 10~~	~~12~~
~~10 and over~~	~~24~~

Such months of coverage ~~under either of the above formulas~~ shall ~~be for months~~ follow~~ing~~ the last month of the employee's coverage for which contributions were made while at work.

For purposes of this Subsection (c), "returning veteran" means an employee applying for reemployment who would be entitled to reinstatement under Article VIII, Section 33 of the Collective Bargaining Agreement if the employee had sufficient seniority to work.

Section 5. Commencement of Coverage

(a) **Employees Hired or Rehired**

An employee hired or rehired shall become eligible for hospital-surgical-medical-drug-dental-vision-hearing aid coverages as of the ~~90th day following~~ date of hire or rehire.

For purposes of this Section, if an employee is scheduled to be at work, but is absent due to disability, illness, or injury and is consequently placed on a medical or disability leave of absence, the employee will be deemed to be "actively at work".

(b) **Employees Returning from Military Service**

An employee returning from military service under Article VIII, Section 33 of the Collective Bargaining Agreement, shall be eligible for hospital-surgical-medical-drug-dental-vision- hearing aid coverages in effect on the day he/she is reinstated or placed on layoff upon return. Coverage for the balance of the month in which the employee becomes eligible under this paragraph shall be without cost to him/her.

Section 12. Company-Union Committee

A Committee composed of two members designated by the Union and two members designated by the Company has been established to study and evaluate this H-S-M-D-D-V Program and to make recommendations and take such action as necessary for the purpose of achieving the maximum coverage and service for those covered by the various hospital-surgical-medical-drug-dental-vision-hearing aid plans for the money spent for such protection and improving the quality, and cost-effectiveness of the health care plans. In the performance of its duties, this Committee shall consult and advise with representatives of organizations providing the health insurance benefits and services and keep the parties to the Collective Bargaining Agreement informed with respect to the problems which arise in the operation of the Program. The Committee shall also undertake the functions that are set forth for it in Exhibit III and in Sections II, VI, VII, IX, XI, XIII and XIV of Exhibit VI. The decisions made by this Company-Union Committee will be made by mutual agreement.

Section 13. Claim Denials

(i) An enrollee seeking payment from a carrier directly or indirectly will be furnished the specific reason or reasons for denial of a claim with reference to the applicable provisions of the H-S-M-D-D-V Program and an explanation of additional information required from, or on behalf of, the person for reconsideration of the claim in accordance with the carrier's claim review procedure. Claims and appeals with respect to benefits under the National PPO and Blue Preferred Plus PPO Plans, or with respect to an enrollee's rights under the National PPO, and Blue Preferred Plus PPO Plans, shall be administered in accordance with the National PPO and Blue Preferred Plus PPO Plans' claims and appeals procedures that meet the requirements of ERISA and the Affordable Care Act (ACA).

(ii) After review of an appeal, benefits under this Program will be paid only if the Plan Administrator or its designee (or, in the case of an external appeal to an Independent Review Organization, by the Independent Review Organization) decides in its discretion that the enrollee is entitled to them.

(iii) No legal action may be brought by an enrollee, dependent, beneficiary or the estate or legal

representative thereof for entitlement to benefits under this Program, until after the claims and appeals procedures of this Program (exclusive of the voluntary appeal procedure described in Section VIII(c), Exhibit 2) have been exhausted and, no later than two (2) years after such claim has accrued, unless a different period of limitation is specifically provided under ERISA, in which case such period of limitation would apply. No other actions may be brought against the Program at all more than six (6) months after such claim has accrued.

Section 14. Miscellaneous Requirements Under OBRA 93

Subject to the provisions of the H-S-M-D-D-V Program and to the extent required by applicable law:

(i) Payments or contributions for coverages made with respect to an enrollee will be made in accordance with any assignment of rights made by or on behalf of such enrollee as required by a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act;

(ii) When enrolling an individual or determining or making payment for coverages with respect to such individual, the Program will not take into account the fact that such individual is eligible for or is provided assistance under a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act; and

(iii) In any case where the Program is legally liable for payment for items constituting medical assistance which have been paid for by a State plan approved under the applicable provisions of the Federal Social Security Act, the Program will make payment for such medical assistance in accordance with the applicable provisions of OBRA 93.

Section 15. Standard of Review

The Plan Administrator or its designee shall have full power and authority to administer the H-S-M-D-D-V Program and to interpret its provisions including, but not limited to, discretionary authority to determine eligibility for an entitlement to Program benefits, and any final decisions shall be subject only to an external review by an Independent Review Organization, where permitted by law, and to the arbitrary and capricious standard of review when reviewed by a court.

Section 16. New Hire Coverage

Notwithstanding any other provisions of the H-S-M-D-D-V Program, an employee shall become eligible to subscribe in any H-S-M-D-D-V-H coverages provided in Section 1 above, or HMO and PPO coverages as provided in Section 2 above, effective ~~90 days from~~ on the date of hire or rehire ("Initial Eligibility Date"), or such shorter period when required by law.

Section 17.

Notwithstanding anything to the contrary previously contained in this Program, with respect to retirees, future retirees and surviving spouses whose eligibility is based upon former UAW-represented employment, the terms and conditions of the Program are modified as set forth by the provisions of the settlement agreement, dated February 13, 2006 and approved in the class action of Int'l Union, UAW, et. al. v. Ford Motor Company, Case No. 05-74730 ("the Hardwick Case"), which provides that such retirees, future retirees and surviving spouses are no longer eligible to participate in the H-S-M-D-D-V Program.

(3) For contact lenses, except when provided in accordance with (3), above, the acquisition cost of the contact lenses suitable for the covered person, which when combined with the dispensing fees for lenses and frames in (6) below, shall not exceed $75;

(4) For frames, the acquisition cost up to a maximum acquisition cost of

(i) $18.75 through December 31, 1999;

(ii) $19.00 from January 1, 2000 through December 31, 2000;

(iii) $19.25 from January 1, 2001 through December 31, 2001;

(iv) $19.50 from January 1, 2002 through December 31, 2002;

(v) $19.75 on and after January 1, 2003; less any co-payment as described in (C) below; and

(5) For lenses, contact lenses and frames, the dispensing fees for usual services in dispensing such lenses or frames, less any co-payment as described in (C) below.

(6) Corrective Eye Surgery: Effective January 1, 2016, corrective eye surgery performed by an ophthalmologist will become a covered service. Coverage includes any related pre-and post-surgical professional services, facility expense and medically necessary supplies. Coverage is subject to the following provisions:

(i) A covered person may not receive benefits for both corrective eye surgery and for frames and/or lenses (including contact lenses) in the same calendar year;

(ii) Upon proof of payment to the corrective eye surgery provider, the carrier will reimburse the employee for covered expenses, up to the lesser of the charges or the maximum benefit of ~~$295.00~~$350.00 in any four (4) year period; and

(iii) A covered person receiving benefits for corrective eye surgery in any one calendar year will be ineligible for lens (including

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contact lens) and/or frame benefits for **12 consecutive months following the date of surgery.** ~~that year and three (3) subsequent years. For example, a covered person undergoing corrective eye surgery in 2016 would be eligible for lens and/or frame benefits in 2020.~~ Such covered persons will be eligible for benefits for a vision exam. They will also have access to the participating provider fee schedule for non-covered services and for lenses and/or frames for which no benefits are payable.

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V. **Limitation**

Frequency: If a covered person has received a vision testing examination, for which benefits were payable under the Program, benefits will be payable for each subsequent vision testing examination, only if received more than twelve (12) months after receipt of the most recent previous vision testing examination for which benefits were payable under the Program. Until the end of the calendar year they become sixteen years of age, children who are diagnosed as having severe, progressive myopia (i.e., myopia of 2.00 diopters of myopia or greater and progressing at the rate of 1.00 diopter or more per year, in the meridian of greatest change) who have a change of 1.00 diopter or more during the preceding twelve (12) months, will be eligible for appropriate corrective lenses payable by the Program. If a covered person has received lenses or frames for which benefits were payable under the Program, benefits will be payable for lenses or frames only if received more than ~~twenty four (24)~~ **twelve (12)** months after receipt of the most recent lenses or frames for which benefits were payable under the Program.

Lenses and frames received under the Company's prescription safety glasses program for which no benefits were received under this Program shall not be considered lenses and frames received under this Program. An employee may utilize duplicate copies of the prescription for which a benefit is paid under this Program to obtain lenses and frames under both the Program and the Company's prescription safety glasses program if the employee is otherwise eligible under both and complies with the procedures of each.

XV. **Pulmonary Function Test**

Effective January 1, 2004, coverage for pulmonary function tests are provided in accordance with the Control Plan criteria for location of service, including the hospital out-patient and physician office setting, for employees, surviving spouses and their eligible dependents who are enrolled in the hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided in Section 1(a) of the H-S-M-D-D-V Program or a self-funded PPO plan.

XVI. **Physical, Functional Occupational and Speech Therapy Coverage**

Non-Medicare persons enrolled in hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided in Section 1 (a) of the H-S-M-D-D-V Program will be provided physical therapy, occupational therapy, and speech therapy in an office setting by a physician or in the office of an independent physical, occupational or speech therapist with provisions as specified in the Administrative Manual dated 2017, or as updated, by mutual agreement of the parties, during the term of this agreement. The provider must be participating with or approved by the carrier. Physical, occupational or speech therapy provided by an independent physical, occupational or speech therapist or physician who is not participating with or approved by the carrier is not covered.

Effective January 1, 2016, speech therapy for congenital and severe developmental speech disorders is a covered service when not available through other public agencies (e.g., state or school) up to 60 visits annually. In the event an enrollee is eligible, there is a separate 60-visit speech therapy benefit available.

XVII. **Contraceptive Options**

Effective January 1, 2000, coverage is provided for the following contraceptive option coverages for employees, surviving spouses and eligible dependents who are enrolled for hospital-surgical-medical-drug-dental-vision-hearing aid coverage provided in Section 1 (a) of the H-S-M-D-D-V Program, PPO and HMO coverage.

Prescription contraceptive options (excluding all over the counter items such as condoms, both male and female, spermicide jelly, etc.) will be covered at the appropriate prescription drug copayments:

- Oral contraceptive
- Implants

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- Injections
- Intrauterine devices
- Diaphragms
- Cervical caps

To allow the prescribing or administering physician under the hospital-surgical-medical-drug-dental-vision-hearing aid program provided in Section 1 (a) of the H-S-M-D-D-V program the opportunity to continue to administer services within his/her scope of practice, the contraceptive procedures that require a physician's expertise will be covered. The contraceptive procedures that require a physician's expertise are listed below:

- Insertion, implantable contraceptive capsules
- Removal, implantable contraceptive capsules
- Removal with reinsertion, implantable contraceptive capsules
- Levonorgestrael (contraceptive) implant system, including implants and supplies
- Diaphragm or cervical cap fitting with instructions (IUD)
- Insertion of intrauterine device (IUD)
- Removal of intrauterine device (IUD)
- Intrauterine copper contraceptive
- Injection, medroxyprogestrone acetate for contraceptive use 150 mg
- Therapeutic or diagnostic injection (specify material injected); subcutaneous or intramuscular

XVIII. Dental Services in Outpatient Hospital Department

Effective January 1, 2004, coverage for dental treatment in a hospital outpatient setting will be expanded based on Control Plan guidelines for employees, surviving spouses and their eligible dependents who are enrolled for hospital-surgical-medical-drug-dental-vision-hearing aid coverage provided in Section 1 (a) of the H-S-M-D-D-V Program or by a self-funded PPO plan for enrollees who have special needs (e.g., Down's Syndrome, autism, spastic

conditions), medical conditions that are marginally controlled, or dental conditions that may adversely impact their medical conditions (e.g., uncontrolled diabetes with periodontal disease).

XIX. H-S-M-D-D-V and Self-funded PPO Prescription Drug Program

(1) Coverage (applies to employees and surviving spouses)

Effective January 1, 2008, coverage for covered vitamins and essential minerals include, and are limited to, prenatal vitamins for females under the age of 49, Vitamin D derivatives prescribed to treat renal disease, Vitamin K prescribed for bleeding conditions, long-acting Niacin for treating heart conditions and potassium chloride.

(2) Limitations and Exclusions (applies to employees and surviving spouses)

Effective January 1, 2008, coverage does not include non-sedating antihistamines.

XX. Preventive Services

(A) Prior to January 1, 2008, preventive services will be provided as under the Collective Bargaining Agreement dated September 29, 2003. Effective January 1, 2008, for persons enrolled in hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided in Section 1(a) of the H-S-M-D-D-V Program or a self-funded PPO plan. The services listed below are covered as preventive measures:

When rendered by network providers they are exempt from deductibles, co-payments or co-insurance that might otherwise apply. When rendered by non-network providers they are subject to applicable cost-sharing provisions. In instances where the coverage within a time period is limited, the first such service rendered in the time period will be considered preventive. Other covered services including diagnostic services, services provided outside any specified age-related windows, additional services within the specified periods, or services provided outside the specified periods will be subject to the regular Program provisions (e.g., requirements that the services be medically necessary and appropriate and rendered for diagnosis or treatment of disease or injury) and will be subject to any applicable cost-sharing features.

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EXHIBIT VI

UNDERSTANDINGS WITH RESPECT TO THE
H-S-M-D-D-V PROGRAM GENERAL

1. Well-Baby Care

Coverage is provided for well-baby care services approved by the Control Plan. Coverage is limited to six (6) visits prior to age two (2).

2. Early Detection Screening and Immunization Program

a. Covered immunizations and vaccinations include those used to prevent the following disease or conditions:

i. Tetanus;

ii. Pertussis;

iii. Poliomyelitis;

iv. Hepatitis A; and

v. Meningococcal disease (e.g., meningitis)

b. Fecal Occult Blood Test or Fecal Immunochemical Test: Coverage is provided for one (1) test per year, beginning at age 50.

c. Flexible Sigmoidoscopy, Barium Enema and Colonoscopy: Coverage is provided for one (1) flexible sigmoidoscopy or one (1) barium enema every 5 years, or one colonoscopy every 10 years, beginning at age 50. Those who are determined to be at increased risk for colorectal cancer based on family history or genetic factors, are eligible to undergo colonoscopy and/or flexible sigmoidoscopy and fecal occult blood examinations every 2 years as of age 25, and annually as of age 40.

d. Total Serum Cholesterol with Low Density Lipoprotein (LDL) Test: Coverage is provided for one (1) test every five (5) years, beginning at age 20.

e. Hepatitis C (HCV) Screening: Coverage is provided for Hepatitis C (HCV) screening of enrollees who are at risk or have signs or symptoms which may indicate a Hepatitis C infection.

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f. Other Immunizations and Vaccinations: Coverage is provided for administration of certain immunizations and vaccinations as recommended by the Centers for Disease Control Advisory Committee on Immunization Practices and for the cost of separately billed charges for administering the injection of covered immunizations, but not any related office visit charges. Serum is covered only when it is not supplied by a health department or other public agency. Facility charges associated with immunizations are not covered. Carriers are responsible for monitoring and enforcing appropriate billing and reimbursement practices with respect to any concurrent office visits.

g. Cancer Antigen 125 (CA-125) Screening Test: Coverage will be provided for CPT Code CA-125 in accordance with the guidelines below:

i. Once a plan year for those enrollees, age 25 and older, who have a family history of ovarian cancer (1st degree family member), and

ii. At the time of diagnosis of ovarian cancer and up to 3 follow-up tests per plan year to determine the effectiveness of therapy, or

iii. Up to twice per plan year for those enrollees who have been diagnosed with ovarian cancer and are in clinical remission.

h. Cancer Screening Tests: The parties will develop a new process for approving cancer screening tests. This process will consider such new cancer screening tests for payment, provided these tests are recommended by the American Cancer Society (ACS), are performed based on ACS guidelines regarding age and frequency, are approved for payment by Medicare and provided in accordance with the Control Plan criteria for location of service.

i. Mammography and Magnetic Resonance Imaging (MRI) Breast Screening: Coverage will be

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provided for routine mammography and MRI breast screening in accordance with guidelines established by the American Cancer Society as follows:

i. A baseline mammogram at age forty (40);

ii. A mammogram every one (1) to two (2) years between ages forty through forty-nine (40 through 49) depending on risk factors and physician recommendation; and

iii. A mammogram once each year after age fifty (50) is attained.

Individuals determined to be at increased risk for breast cancer based on family history (1st degree family member), genetic factors or previous breast cancer are eligible to undergo annual mammography examinations beginning at age 25.

In addition, an annual MRI breast screening (along with a mammogram) shall be provided if the person has at least one of the following conditions:

- A BRCA1 or BRCA2 mutation
- A 1st degree relative (parent, sibling, child) with a BRCA1 or BRCA2 mutation, even if they have not been tested
- Lifetime risk of breast cancer scored at 20-25% or greater, based on one of several accepted risk assessment tools that look at family history and other factors
- Had radiation treatment to the chest between ages 10 and 30
- Has Li-Fraumeni syndrome, Cowden syndrome, or Bannayan-Riley-Ruvalcaba syndrome, or may have one of these syndromes based on

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a history in a 1st degree relative.

j. Prostate-Specific Antigen (PSA): Coverage will be provided for a screening PSA (prostate-specific antigen) test once each plan year for enrollees ages forty (40) and older provided the test is performed in accordance with guidelines established by the American Cancer Society. PSA tests used to confirm a diagnosis of cancer or to track the progress of the disease, and to determine the effectiveness of the treatment being given will continue to be covered regardless of age. A second screening within the same plan year will be provided if the first PSA test indicates a PSA level of 4.0 or higher.

3. Treatment for Rabies Exposure

Coverage is provided for administration of rabies vaccines necessitated by a recent exposure (e.g., by bite, scratch, or exposure to saliva) to a rabid or potentially rabid animal.

Whether initial treatment is performed in an emergency room or not, follow-up treatments can be performed in a physician office or hospital outpatient setting.

4. Wound Healing

Platelet derived growth factor is covered for wound healing for certain conditions as approved by the carrier.

(B) The H-S-M-D-D-V Program will, effective January 1, 2012, provide in-network coverage for all of the following preventive services without imposing any co- payments, co-insurance, deductibles, or other cost-sharing requirements when required by the Patient Protection Affordable Care Act (PPACA):

1. Evidence-based items or services with an A or B rating recommended by the United States Preventive Services Task Force;

2. Immunizations for routine use in children, adolescents, or adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;

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3. Evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) for infants, children, and adolescents; and

4. Other evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by HRSA for women.

Preventive services initially covered are listed in recommendations and guidelines issued on or before September 23, 2009, which include one routine physical exam and one routine gynecological exam per female enrollee, per calendar year. Well-baby care is provided for up to six (6) visits for babies under one (1) year of age and up to five (5) visits for children from 13 months of age through 35 months of age. Well-child visits are provided one per calendar year for children from 36 months of age through age 17. Compliance with subsequent recommendations and guidelines will begin for plan years beginning one year or later after the recommendation or guideline was issued. Current and future preventive care lists shall be part of the Administrative Manual or a schedule of benefits and in the plan's Summary Plan Description.

If it is later determined, either by amendment, repeal or by judicial determination that any PPACA preventive services and medications provisions as set forth in PPACA section 2713 shall no longer apply, then the parties will include these preventive services and medications.

To the extent the PPACA preventive services and medications provisions are expanded, modified or otherwise interpreted by regulation, judicial pronouncement or authoritative agency directive such that the required coverage of preventive services and medications set forth herein is no longer in compliance with PPACA, the Company reserves the right to make required changes or, to the extent compliance is variable, the parties agree to meet and confer to discuss revisions set forth herein to determine the manner by which compliance will be achieved.

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(C) **The National PPO Plan will, effective January 1, 2024, provide in-network coverage for the following preventive services:**

1. **Complete blood count (CBC)**

2. Comprehensive metabolic panel (CMP)

3. Basic metabolic panel (BMP)

XXI. Physician Extenders (Non-Physician Practitioners)

Effective November 19, 2007, coverage will be provided for covered services provided by physician extenders (non- physician practitioners) for persons enrolled in hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided in Section 1(a) of the H-S-M-D-D-V Program or a self-funded PPO plan.

"Non-Physician Practitioner" means an individual who meets Program Standards for the given profession and is approved by the carrier for reimbursement for certain professional services in accordance with their training and licensure which would be covered under the Program when performed by a physician. The carrier will assure that multiple practitioners will not be reimbursed for the same service. Program Standards for non-physician practitioners shall include, but not be limited to, the requirements that the individuals be registered, certified and/or licensed as applicable under state law, be legally entitled to practice their specialties at the time and place services are performed, that they render specified services which they are legally qualified to perform and that they be approved for Medicare reimbursement, if applicable, for enrollees who have Medicare as their primary coverage.

The categories of non-physician practitioners, and the services that may be covered when performed by them, include:

"Advance Practice Nurses" means health care professionals including, but not limited to, certified nurse practitioners, clinical nurse specialists, certified nurse mid-wives and certified nurse anesthetists. These health care professionals must be accredited by their respective national societies and endorsed through state licensing processes.

"Physician Assistants" means health care professionals licensed to practice medicine with physician supervision. Physician assistants must be accredited by the Accreditation Review Commission on Education for the Physician Assistant, certified by the National Commission on Certification of Physician Assistants and meet state licensure requirements.

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XXII. Hospice and Pre-hospice Care

For persons enrolled in hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided in Section 1(a) of the H-S-M-D-D-V Program, the Ford hourly hospice lifetime maximum of 365 days of hospice care without impact on the inpatient hospital benefit period. The hospice benefit period may be extended beyond 365 days if the person obtains authorization from the Control Plan's utilization management department.

Pre-hospice services consist of evaluation, consultation and education and support services. Pre-hospice services are to be provided by an approved Hospice program but are not part of the Hospice benefit and do not count against the Hospice lifetime maximum. Coverage for pre-hospice services allows continuation of curative treatment while the patient is considering enrollment in the Hospice program.

XXIII. Alternative Plans

Effective January 1, 2008, coverage as described below will be provided to persons enrolled in a PPO plan:

a. Payment for covered services provided by panel providers is subject to a $150 single and $300 multiple party contract in-network deductible. The following services will not be subject to the plan deductibles: prescription drug co-pay, office visit co-pay, durable medical equipment, prosthetic and orthotic appliances, mental health and substance abuse and certain preventive screenings. Preventive services are defined in Section XX above.

b. Payment for covered services provided by out-of-network providers, unless the employee or eligible dependent is referred by a panel provider and prospectively approved by the health plan, will be 80% of the out-of-network provider's allowed amount for the same service or, if less, the actual charges. The reimbursement to providers by the preferred provider organization will be reduced to reflect any waiver or forgiveness by a provider of the remaining 20%

c. After the $500 individual/$1000 multiparty contract out-of-network deductible has been met, the 80% out-of-network co-insurance limitation on payment for charges payable to out-of-network providers by the preferred provider organization shall be applicable for all services received out-of-network with an unlimited out-of-pocket maximum.

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d. $100 co-payment for emergency room coverage (waived if admitted or placed into observation). This co-payment does not apply to the deductible.

XXIV. **Care Management and Case Management, including Complex Case Management**

Care management, which may include care coordination, disease management, case management, and complex case management, is available to H-S-M-D-D-V members who are identified based on clinical risk and medical complexity and may exhibit one or more of the following:

1. A primary diagnosis including, but not limited to, one or more of the following disease categories

   a. Cancer,

   b. Cardiovascular disease (e.g., congestive heart failure (CHF), stroke),

   c. High-risk pregnancy or high-risk newborn (including congenital anomalies),

   d. Respiratory (e.g., chronic obstructive pulmonary disease (COPD), emphysema),

   e. Neurological,

   f. Musculoskeletal,

   g. Trauma,

   h. Renal failure,

   i. Catastrophic injuries,

   j. Complex stroke,

   k. CHF plus diabetes plus hospitalization,

   l. Complex CHF, or

      Complex COPD

2. Significant symptoms associated with the specified disease states,

3. Multiple co-morbidities associated with the specified disease states,

4. Prognosis of progressive and eventually fatal disease,

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5. Multiple providers of care, or

6. Psychological, financial, social and other serious care planning issues related to their illnesses associated with the specified disease states.

Care management is a voluntary and confidential program designed to address the needs of a member and family (e.g., transitioning to home following a hospital admission), including, but not limited to, the following services:

1. Provide members with health care information and support for the member and family in their decision making process.

2. Act as the members advocate and educate them about treatment options.

3. Act as a central point of contact to coordinate medical and other services.

4. Ease the burden of managing a complex illness.

5. Help the member maintain control of their care.

6. Work with health plan, physicians, and/or other providers to coordinate treatment.

Enrollees who are identified for care management will be offered information to assist in determining whether or not to participate.

XXV. Long Term Acute Care Hospitals

Long Term Acute Care Hospitals (LTACH) are recognized as eligible providers under the H-S-M-D-D-V program as long as all services have been reviewed and approved by the carrier through their case management program prior to admission.

XXVI. Chiropractic Care

The National PPO Plan will, effective January 1, 2024, provide coverage for spinal manipulations. Coverage is subject to a co-payment equal to the office visit co-payment and limited to 24 manipulations per member per calendar year. Chiropractic care will be covered in accordance with the medical policy of the carrier.

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XXVII. Treatment for Infertility

The National PPO Plan will, effective January 1, 2024 or as soon as administratively feasible, provide coverage for medically necessary assisted reproductive techniques (ART) and prescription drugs used for the treatment of infertility. Services and prescription drugs will be covered in accordance with the medical policy of the carrier.

Coverage will be available to employee and covered spouse only. Prescription drugs to treat infertility will be covered at the appropriate prescription drug co-payments. Company contribution toward this benefit will be limited to $5,000 per eligible member per calendar year.

XXVIII. Medical Travel

The National PPO Plan will, effective January 1, 2024 or as soon as administratively feasible, provide reimbursement for eligible travel costs necessary to obtain covered in-network medical procedures listed below and described in the Administrative Manual. Medical travel expenses will be covered in accordance with the medical policy of the carrier.

- Reimbursement will be limited to $2,000 per member per calendar year.
- Reimbursement will apply only in situations where members do not have access to a covered medically necessary in-network procedure within 150 miles of their home address.
- Covered medical procedure categories:
  - Behavioral health services
  - Cancer treatment
  - Cardiac services
  - Maternity/reproductive health services
  - Musculoskeletal procedures
  - Pregnancy termination (abortion)
  - Rare condition treatment
  - Gender-affirmation care
  - Weight reduction/bariatric procedures
- Prior authorizations must be obtained from the carrier in advance for benefits to be approved.

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Supplemental Unemployment Benefit Plan

1G

NOTE:

This booklet (Volume III) is presented to you so that you may know the terms of certain benefit plans and programs negotiated between the UAW and the Company ~~October 30, 2019~~ **XX XX, XXXX**.

Specifically, the following material is presented in the order given:

1. Supplemental Unemployment Benefit Agreement and Plan
2. Profit Sharing Agreement and Plan
3. Tax-Efficient Savings Agreement and Plan
4. UAW-~~FCA~~**Stellantis**-Ford-General Motors Legal Services Plan

Portions of the Plans and Agreements reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume I, Collective Bargaining Agreement; Volume II, Retirement Agreement and Plan and the Insurance Program; and Volume IV, Letters of Understanding; and the Skilled Trades Agreements and Letters of Understanding.

We hope you will find this booklet helpful.

~~RORY L. GAMBLE~~	~~WILLIAM P. DIRKSEN~~
~~Vice President and Director~~	~~Vice President,~~
~~UAW, National Ford Department~~	~~Labor Affairs~~
CHUCK BROWNING	**KEVIN LEGEL**
Vice President and Director	**Vice President**
UAW, National Ford Department	**Labor Affairs**

AGREEMENT CONCERNING SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN AND SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

On this ~~30th~~ **XX**, day of ~~October~~ **XX**, ~~2019~~ **XXXX** at Dearborn, Michigan, Ford Motor Company, a Delaware Corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, agree as follows:

PART A

AGREEMENT CONCERNING SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Section 1. Continuation and Amendment of the Plan

(a) This Agreement shall become effective on the first Monday immediately following ~~November 15, 2019~~ **XX XX, XXXX**.

(b) The Supplemental Unemployment Benefit Plan which was attached as Part B to the Agreement Concerning Supplemental Unemployment Benefit Plan between the parties dated September 16, 1996, shall be amended as set forth in Part B, Supplemental Unemployment Benefit Plan, attached hereto, effective as of ~~November 18, 2019~~ **XX XX, XXXX** except as otherwise specified in this Agreement and the Plan.

(c) Provision for payment of Benefits and Separation Payments under the Supplemental Unemployment Benefit Plan which was attached as Part B to the 1996 Agreement Concerning Supplemental Unemployment Benefit Plan between the parties dated September 16, 1996 shall continue in full force and effect in accordance with the conditions, provisions, and limitations of such Supplemental Unemployment Benefit Plan, as constituted, for Weeks prior to ~~November 18, 2019~~ **XX XX, XXXX**. Benefits or Separation Payments paid or payable (or denied) under the Supplemental Unemployment Benefit Plan for Weeks commencing on or after ~~November 18, 2019~~ **XX XX, XXXX** shall reflect amendments to the Supplemental Unemployment Benefit Plan which are provided for in Section 1 of this Agreement and incorporated in Part B hereof. In the event revisions in the Plan are made in accordance with Subsection 5(d) of this Agreement which require adjustments of payments of Benefits and Separation Payments made previously under the Plan incorporated in Part B hereof, such adjustments will be made within a reasonable time. No such adjustments (or payment) will be made in Benefits for Weeks commencing prior to ~~November 18, 2019~~ **XX XX, XXXX** or in Separation Payments paid prior to ~~November 18, 2019~~ **XX XX, XXXX**.

(d) The Company shall maintain the Plan for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, the Plan.

Section 4. Term of Agreement; Notice to Modify or Terminate

This Agreement and the Plan shall continue in effect until ~~September 14, 2023~~ XX XX, XXXX. They shall be renewed automatically for successive one (1)-year periods thereafter unless either party shall give written notice to the other at least sixty (60) days prior to ~~September 14, 2023~~ XX XX, XXXX (or any subsequent anniversary date) of its desire to amend or modify this Agreement and the Plan as of one of the dates specified in this Section (it being understood, however, that the foregoing provision for automatic one (1)-year renewal periods shall not be construed as an endorsement by either party of the proposition that one (1) year is a suitable term for such an agreement). If such notice is given, this Agreement and the Plan shall be open to modification or amendment on ~~September 14, 2023~~ XX XX, XXXX, or the subsequent anniversary date, as the case may be. If either party shall desire to terminate this Agreement, it may do so on ~~September 14, 2023~~ XX XX, XXXX, or any subsequent anniversary date by giving written notice to the other party at least sixty (60) days prior to the date involved. Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Plan.

Any notice under this Agreement shall be in writing and shall be sufficient, if to the Union, if sent by mail addressed to International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company in writing; and if to the Company, to Ford Motor Company, Dearborn, Michigan 48121, or to such other address as the Company shall furnish to the Union in writing.

9/7/23

Section 5. Governmental Rulings

(a) The Plan, and any amendments to the Plan which are provided for in Section 1 of this Agreement and incorporated in Part B hereof and which shall be implemented for Weeks on or after ~~November 10, 2019~~ XX XX, XXXX, shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company, if such rulings are deemed necessary by the Company, from the United States Internal Revenue Service or the United States Department of Labor, holding that such amendments will not have any adverse effect upon any favorable rulings previously received by the Company and shall be administered such that: (i) Benefits (except Separation Payments or Automatic Short Week Benefits) paid by the Company are not treated as "wages" for purposes of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or Collection of Income Tax at Source on Wages, under Subtitle C of the Internal Revenue Code (except as Benefits, Separation Payments or Automatic Short Week Benefits are treated as if they were "wages" solely for purposes of Federal income tax withholding as provided in the 1969 Tax Reform Act), and (ii) no part of any such Benefits (including Separation Payments and Automatic Short Week Benefits) paid are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee; provided, however, that if any rulings referred to in this Subsection (a) are unfavorable and are unfavorable because of provisions of the Plan, as amended, regarding Automatic Short Week Benefits, this fact shall not delay the effective date of the other amendments to the Plan.

9/7/23

PART B

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

ARTICLE I ELIGIBILITY FOR BENEFITS

Section 1. Eligibility for a Regular Benefit

An Employee shall be eligible for a Regular Benefit or a Transition Assistance Plan (TAP) Benefit for any Week beginning on or after ~~November 18, 2019~~ **XX XX, XXXX** if with respect to such Week the Employee:

(a) Was on a qualifying layoff, as described in Section 3 of this Article, for all or part of the Week;

(b) Received a State System Benefit not currently under protest by the Company or was ineligible for a State System Benefit only for one or more of the following reasons:

(i) The Employee did not have prior to lay off a sufficient period of employment, or sufficient earnings, covered by the State System;

(ii) Exhaustion of the Employee's State System Benefit rights;

(iii) The period the Employee worked or because the Employee's pay (from the Company and from any other employer(s)) for the Week equaled or exceeded the amount which disqualifies the Employee for a State System Benefit or "waiting week" credit; or because the Employee was employed full time by an employer other than the Company;

(iv) The Employee was serving a "waiting week" of layoff under the State System during a period while the Employee had sufficient Seniority to work in the plant but was laid off out of line of Seniority in accordance with the terms of the Collective Bargaining Agreement; provided, that the provisions of this item (iv) shall not be applicable to a layoff under the provisions of Section 16(d) or Section 21 of Article VIII of the Collective Bargaining Agreement;

(v) The Employee was on a qualifying layoff and the week served as a "waiting week" under the State System;

(vi) The Employee refused an offer of work by the Company which the Employee had an option to refuse under an applicable Collective Bargaining Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of this Article;

(vii) If before the effective date of the ~~2019~~ **2023** Agreement, the Employee was on layoff because the Employee was unable to do work offered by the Company while able to perform other work in the plant to which the Employee would have been entitled if the Employee had sufficient seniority;

(viii) The Employee failed to claim a State System Benefit if by reason of his pay received or receivable from the Company for the Week such State System Benefit would have amounted to less than $2;

(ix) The Employee was receiving pay for military service with respect to a period following the Employee's release from active duty therein; or was on short-term active duty of thirty (30) days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short-term active duty of thirty (30) days or less because the Employee was called to active service in the National Guard, Reserve or similar unit by state or federal authorities in case of public emergency;

(c) Has met any registration and reporting requirements of an employment office of the applicable State System, except that this subparagraph shall not apply to an Employee who was ineligible for a State System Benefit or "waiting week" credit for the Week only because of the reason specified in item (iii) of Subsection (b) of this Section (period of work, amount of pay or full-time employment by an employer other than the Company) or the reason specified in item (viii) of Subsection (b) of this Section (failure to claim a State System Benefit which would have amounted to less than $2) or the reason specified in the second clause of item (ix) of Subsection (b) of this Section (short-term active duty of thirty (30) days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short-term active duty of thirty (30) days or less because he was called to active service in the National Guard, Reserve or similar unit by state or Federal authorities in case of public emergency);

(d) Had at least ~~one year~~ **three months** of seniority as of his last day worked prior to a qualifying layoff;

(e) Did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he had greater seniority than with the Company);

(f) Was not eligible for an Automatic Short Week Benefit;

(g) Qualified for a Benefit of at least $2; and

(h) Has made a Benefit application in accordance with procedures established by the Company hereunder and, if he was ineligible for a State System Benefit only for the reason set forth in item (ii) of Subsection 1(b) of this Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the state employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available suitable work of which he has been notified by the employment service or by the Company.

Section 2. Eligibility for an Automatic Short Week Benefit

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any Week beginning on or after **XX/XX/XXXX** if:

(1) During such Week the Employee had less than forty (40) Compensated or Available Hours and

(i) The Employee performed some work for the Company, or

(ii) For such Week the Employee received some jury duty pay, bereavement pay or military pay from the Company, or

(iii) For such Week, the Employee received only holiday pay from the Company and, for the immediately preceding Week, the Employee either received an Automatic Short Week Benefit or had forty (40) or more Compensated or Available hours.

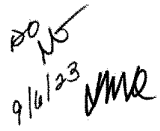
(2) The Employee had at least ~~one year~~ **three (3) months** of Seniority as of the last day of such Week (or during some part of such Week the Employee had at least ~~one year~~ **three (3) months** of Seniority and broke Seniority by reason of death or of retirement under the provisions of the Retirement Plan established by agreement between the Company and the Union); and

(3) The Employee was on a qualifying layoff, as described in Section 3 of this Article, for some part of such Week or the Employee was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement or short-term active duty of thirty (30) days or less because the Employee was called to active service in the National Guard, Reserve or similar unit by state or Federal authorities in case of public emergency during the Week and during all or part of such period the Employee would otherwise have been on a qualifying layoff under the Plan.

(b) No application for an Automatic Short Week Benefit shall be required of an Employee. However, if an Employee believes to be entitled to (i) an Automatic Short Week Benefit for a Week which the Employee does not receive on the date when such Benefits for such Week are paid or (ii) an Automatic Short Week Benefit in an amount greater than the Employee received, the Employee may file written application therefore within sixty (60) calendar days after such date in accordance with procedures established by the Company.

ARTICLE I ELIGIBILITY FOR BENEFITS

(c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Plan for that Week.



Section 3. Conditions With Respect to Layoff

(a) A layoff for purposes of the Plan includes any layoff resulting from a reduction in force or temporary layoff, including a layoff resulting from the discontinuance of a Plant or an operation, and if before the effective date of the ~~2019~~ XXXX Agreement any layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the Plant to which he would have been entitled if the Employee had had sufficient Seniority.

(b) An Employee's layoff for all or part of any Week shall be deemed qualifying for Plan purposes only if:

(1) Such layoff was from the Contract Unit;

(2) Such layoff was not for disciplinary reasons, and was not a consequence of

(i) Any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Plant or Plants, or any dispute of any kind involving Employees, whether at a Company Plant or Plants or elsewhere,

(ii) Any fault attributable to the Employee,

(iii) Any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) Sabotage (including but not limited to arson) or insurrection,

(v) Any Act of God; provided, however, that this Subparagraph (v) shall not apply to any Automatic Short Week Benefit or to the first two (2) consecutive full weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause, or

(vi) Act of terrorism;

(3) With respect to such Week the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement, and did not refuse an offer by the Company of other available work, which the Employee had no option to refuse under the provisions of an applicable Collective Bargaining Agreement, at the same Plant or at another Plant in the same labor market area (as defined by the State Employment Security Commission of the state in which the Plant from which the Employee was laid off is

located); provided, however, that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in ineligibility for a benefit;

(4) With respect to such Week the Employee was not eligible for, and was not claiming:

(i) Any statutory or Company accident or sickness or any other disability benefit (except a benefit which the Employee received or could have received while working full time, and except a lost time benefit which he received under a Workers' Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for an accident and sickness benefit under the Insurance Program), or

(ii) Any Company pension or retirement benefit; and

(5) With respect to such Week the Employee was not in military service (other than short-term active duty of thirty (30) days or less, including required military training, in a National Guard, Reserve or similar unit) or on a military leave.

Section 2. Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to an eligible Employee for any Week beginning on or after ~~November 18, 2019~~ **XX XX, XXXX** shall be an amount equal to the product of the number by which forty (40) exceeds the Employee's Compensated or Available hours, computed to the nearest tenth of an hour, multiplied by eighty percent (80%) of the Employee's Base Hourly Rate (plus eighty percent (80%) of any applicable cost-of-living allowance in effect at the time of computation of the Benefit, but excluding all other premiums and bonuses of any kind).

(b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of the Retirement Plan established by agreement between the Company and the Union and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date the Employee's Seniority is broken, will receive an amount computed as provided in Subsection 2(a) of this Section based on the number by which the hours for which the Employee would regularly have been compensated exceeds the Employee's Compensated or Available hours with respect to that part of the Week prior to the date the Employee's Seniority is broken.

ARTICLE III

DURATION OF BENEFITS

Section 1. Indefinite Layoffs

An Employee, with ~~one~~ **three** or more ~~years~~ **months** of Seniority, **or a Seniority employee with 3 months of continuous employment (including continuous service as a Temporary Full-Time Employee immediately prior to conversion to Full-Time employment),** on or after ~~November 18, 2019~~ **XX XX, XXXX** will be granted income security **as follows:** ~~based on the following:~~ **52 weeks of Regular Benefits and 52 weeks of Transition Assistance Plan (TAP).**

~~(a) A Traditional Employee shall be eligible for Regular Benefits based on their seniority as of their last day worked prior to the qualifying layoff as follows:~~

~~(1) One (1) year, but less than ten (10) years – 26 weeks~~

~~(2) Ten (10) years, but less than twenty (20) years – 39 weeks~~

~~(3) Twenty (20) or more years – 52 weeks~~

~~(b) A Traditional Employee shall be eligible for Transition Assistance Plan (TAP) Benefits based on their seniority as of their last day worked prior to the qualifying layoff as follows:~~

~~(1) One (1) yearbut less than ten (10) years – 26 weeks~~

~~(2) Ten (10) years, but less than twenty (20) years – 39 weeks~~

~~(3) Twenty (20) or more years – 52 weeks~~

~~(c) An In-Progression Employee shall be eligible for Regular Benefits based on their seniority as of their last day worked prior to the qualifying layoff as follows:~~

~~(1) One (1) year, but less than three (3) years – 13 weeks~~

~~(2) Three (3) or more years – 26 weeks~~

Section 2. Temporary Layoffs

An Employee, with ~~one~~ **three** or more ~~years~~ **months** of Seniority, **or an eligible Temporary Full-Time employee as described in Appendix K, Attachment A,** on or after ~~November 18, 2019~~ **XX XX, XXXX** and placed on a qualifying, temporary layoff thereafter will be eligible for Benefits for the duration of such layoff subject to the provisions of Article I of this Plan. **The duration of weeks as described**

in Article III, Section 1 of this Plan will not be reduced as a result of employees placed on a Temporary Layoff.

Section 3. Limitation of Duration of Benefits

If it appears that total expenditures under this Plan will exceed the SUB Maximum Financial Liability Cap during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend Benefit duration.

Section 1. Company Contributions

(a) **General**

Company funds shall be used to pay Regular Benefits, Short Work Week, and Separation Payments due and payable under this ~~2019~~ **2023** Plan.

(b) **Benefit Funding**

The Company will guarantee to provide funds at a level sufficient to pay the Regular Benefits, Short Work Week, and Separation Payments then due and payable.

(c) **SUB Maximum Financial Liability Cap**

Any amounts determined under Section 2(b) above (excluding any Separation Payments), plus the amount of all Short Work Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap of $1.862 billion as applicable to the SUB Plan, plus any additional amount (not to exceed $200 million) generated by the formula under Section 3(d) of this Article VII. If the SUB Maximum Financial Liability Cap, including any additional amount generated by the formula (which cannot exceed $200 million) under Section 3(d) of this Article VII, is exhausted during the term of this Agreement, the provisions of the 1987 SUB Plan will be reactivated.

(6) "Board" means the Board of Administration under the Plan;

(7) "Break in Seniority" means break in or loss of Seniority pursuant to the Collective Bargaining Agreement;

(8) "Collective Bargaining Agreement" means the collective bargaining agreement between the Company and the Union which is in effect at the particular time;

(9) "SUB Maximum Financial Liability Cap" means the amount available for SUB Benefits as described under Article VII, Section 2(c);

(10) "Company" means Ford Motor Company

(11) "Compensated or Available Hours" shall include:

(a) All hours for which an Employee receives pay from the Company with each hour paid at premium rates to be counted as one (1) hour (excluding pay in lieu of vacation and overtime hours **worked or refused**, if before **and/or after** a layoff of an employee during a Week, notice of intent, which shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee, had not been given to Employees by the Company);

(b) All hours scheduled or made available by the Company but not worked by the Employee, after reasonable notice has been given to the Employee (including any period on leave of absence); provided, however, if the hours made available but not worked were:

(i) Straight-time hours, which the Employee had an option to refuse under the Collective Bargaining Agreement or which he could refuse without disqualification under 3(b)(3) of Article I, or

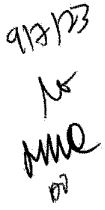
(ii) Overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Physician such hours are not to be considered as hours made available by the Company;

(c) All hours not worked by the Employee because of any of the reasons disqualifying an Employee from receiving a Benefit under Section 3(b)(2) of Article I;

(d) All hours not worked by the Employee which are in accordance with a written agreement between the local

management and the local union or which are attributable to absenteeism of other employees; and

(e) With respect to a Part Time Employee, or an Employee on a three (3)-shift operation on which eight (8) hour shifts of work are not scheduled, or an Employee on any shift of work on which less than forty (40) hours of work per Week are regularly scheduled, the number of hours by which the number of hours for which such Employee is regularly compensated during a Workweek are less than forty (40);



(12) "Contract Unit" means the unit of Employees covered at the particular time by the Collective Bargaining Agreement;

(13) "Covered Employee" means an Employee in a state in which the provisions of the Plan relating to Benefits are in effect;

(14) "Dependent" means a spouse or a person qualifying for exemption as a dependent under the Internal Revenue Code;

(15) "Employee" means an hourly rated Employee in the Contract Unit and an "In-Progression Employee" means an hourly rated seniority Employee as defined in Appendix V.

(16) "Effective Date" means ~~November 18, 2019~~ XX XX, XXXX;

(17) "Guaranteed Benefit Account" means the amount provided under the 1987 SUB Plan;

(18) "Insurance Program" means the insurance program referred to in Section 27 of Article IX of the Collective Bargaining Agreement;

(19) "Local Committee" means the Committee established by the Board with respect to each Plant to handle Employee appeals from Company determinations;

(20) "Plan" means the amended Supplemental Unemployment Benefit Plan as set forth in this Part B;

(21) "Part Time Employee" means an hourly rated Employee in the Contract Unit, excluding Employees on three (3)-shift operations on which eight (8) hour shifts of work are not scheduled, who, on a regular and continuing basis, performs jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular Workweek, provided that the services of such Employee are normally available for at least half of the employing unit's regular Workweek;

(22) "Plant" shall be deemed to include any manufacturing or assembly plant, works, parts depot, or other Company activity at which there are Employees;

(23) "Regular Benefit" means a weekly benefit payable under Section 1 of Article II (See definition of "Benefit");

(24) "Scheduled Short Workweek" and "Unscheduled Short Workweek" mean~~:~~ **the same - any and all overtime worked or refused prior to and after a Short Work Week event will not be used to reduce Short Work Week benefits an employee is eligible to receive.**

~~(1) A Scheduled Short Workweek with respect to an Employee is a Short Workweek which management schedules in order to reduce the production of the Plant, department or other unit in which the Employee works to a level below the level at which the production of such Plant, department or unit would be for the Week were it not a Short Workweek, but only where such reduction of production is for the purpose of adjusting production to customer demand.~~

~~(2) An Unscheduled Short Workweek with respect to an Employee is any Short Workweek:~~

~~(i) Which is not a Scheduled Short Workweek as defined in Paragraph (1) of this Subsection;~~

~~(ii) In which an Employee returns to work from layoff to replace a separated or absent Employee (including an Employee failing to respond or tardy in responding to recall), or returns to work, after a full Week of~~

~~layoff, in connection with an increase in production, but only to the extent that the Short Workweek is attributable to such cause; or~~

~~(iii) In which an Employee last works at the beginning of, or in which he first works at the end of, a model change period as defined under Article VIII, Section 21(a) of the Collective Bargaining Agreement.~~

~~(3) For any Short Workweek which includes both Scheduled and Unscheduled Short Workweek circumstances with respect to an Employee,~~

~~(i) The number of hours by which forty (40) exceeds the Compensated or Available Hours shall be deemed to be hours for which a Benefit for a Scheduled Short Workweek is paid to the extent that such hours do not exceed the hours not worked for reasons set forth in Paragraph (1) of this subsection; and~~

~~(ii) Any remaining hours shall be deemed to be hours for which a Benefit is paid for an Unscheduled Short Workweek.~~

(25) "Seniority" means seniority status under the Collective Bargaining Agreement;

(26) "Separation Payment" means a lump sum amount payable to an eligible Employee by reason of qualified layoff and certain separations from the Company;

(27) "Short Workweek" means a Workweek during which an Employee has less than forty (40) Compensated or Available Hours and (a) during which he performs some work for the Company or (b) for which he receives some jury duty pay, bereavement pay or military pay from the Company, or (c) for which he receives only holiday pay from the Company and, for the immediately preceding Workweek, he either received an Automatic Short Week Benefit or had forty (40) or more Compensated or Available Hours;

(28) "State Benefit and Other Compensation" means a State System Benefit and other compensation or benefits for unemployment as defined in Section 3 of Article II;

(31) "Supplementation" means recognition of the right of a person to receive both a State System Benefit and a Regular Benefit under the Plan for the same week of layoff at approximately the same time and without reduction of the State System Benefit because of the payment of a Regular Benefit under the Plan;

(32) "Union" means International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW;

(33) "Unscheduled Short Workweek" means a Short Workweek as described in Definition ~~25~~ **24** above;

Profit Sharing

AGREEMENT CONCERNING
PROFIT SHARING PLAN
AND
FORD MOTOR COMPANY PROFIT SHARING PLAN
FOR
HOURLY EMPLOYEES IN THE UNITED STATES

On this ~~30th~~ **XX**, day of ~~October, 2019~~ **XX, XXXX** at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter referred to as the Union, agree as follows:

JR 9/19/23

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Section 2. Obligations During Term of This Agreement

(a) During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from or addition to the Plan or this Agreement, or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement; and during such period no change in, deletion from or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in considering any revision under Section 1 of this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

(b) All computations made by the Company to determine ~~NA~~ **Company Adjusted** EBIT and the Eligible Profit Share Amount, as reflected in Article I. 6. and Article II of the Plan, shall be final and binding on the Union, Participants, beneficiaries, and the Company.

~~As described in the Company's 2018 Annual Report, the Company's North America business unit contained within the Company's Automotive Segment includes primarily the sale of Ford and Lincoln brand vehicles and related service parts and accessories in North America (the United States, Canada and Mexico).~~ If the Company modifies its **Company Adjusted EBIT** ~~Automotive~~ results such that, under generally accepted accounting principles, a restatement of the segment reporting footnote in the audited, annual consolidated financial statements is made, the parties will meet to determine a mutually agreeable solution for determining profit sharing under the Plan on a prospective basis.

(c) The Company shall disclose to the Union on an annual basis a schedule in a form attached hereto. In addition, the Company will respond as soon as practicable to reasonable requests from the Union for information regarding the calculations and information used in determining any Profit Share Amount. The Union may, at its own expense, engage independent consultants to review the information provided by the Company pursuant to this Subparagraph 2(c). Provided, however, that prior to any such additional disclosures the parties will discuss and agree upon mutually satisfactory language to protect confidential and personally identifiable information.

The Company shall also provide the Union pertinent information that will be communicated to employees about upcoming profit sharing payments. This information will be provided as soon as practicable after the Company's annual

earnings release and prior to the related communications being sent to the employees. This information is intended to support employees and Union Benefit Representatives knowledge about profit sharing and any related decisions (for example, employee election of the form of payment) and may be in the form of employee bulletins, frequently asked questions, or similar.

SECTION 2 AGREEMENT CONCERNING PROFIT SHARING PLAN

(i)

FORD MOTOR COMPANY

PROFIT SHARING PLAN FOR HOURLY EMPLOYEES

IN THE UNITED STATES

20XX PLAN YEAR

~~NA~~ **Company Adjusted** EBIT	$_____
Eligible Profit Share Amount	$_____
Participants:	
with >= 1,850 Compensated Hours	_____
with < 1,850 Compensated Hours	_____
Average Compensated Hours for Participants With < 1,850 Compensated Hours	_____
Total Plan Year Profit Sharing Fund	$_____
Total Compensated Hours	_____
Profit Share Per Compensated Hour	$_____

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(ii)

FORD MOTOR COMPANY

**PROFIT SHARING PLAN FOR HOURLY EMPLOYEES
IN THE UNITED STATES
20XX PLAN YEAR**

Compensated Hours			Participants
0.00	--	100.00	
100.01	--	200.00	
200.01	--	300.00	
300.01	--	400.00	
400.01	--	500.00	
500.01	--	600.00	
600.01	--	700.00	
700.01	--	800.00	
800.01	--	900.00	
900.01	--	1,000.00	
1,000.01	--	1,100.00	
1,100.01	--	1,200.00	
1,200.01	--	1,300.00	
1,300.01	--	1,400.00	
1,400.01	--	1,500.00	
1,500.01	--	1,600.00	
1,600.01	--	1,700.00	
1,700.01	--	1,800.00	
1,800.01	--	1,849.99	
=> 1,850.00			

Total Participants

Any dispute or disagreement arising between the Company and the Union with respect to this Agreement or the Plan shall be immediately referred to the Vice President and Director of the UAW National Ford Department and the Company's Vice President, Labor Affairs. The Company and the Union recognize it is in the best interests of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to such a dispute or disagreement, then either party may refer such dispute or disagreement to a mutually acceptable impartial person for resolution upon 30 days' notice to the other party. The resolution of any such dispute or disagreement by such impartial person shall be in accordance with, and subject to, the provisions of the Plan, and shall be final and binding upon the Union, Participants, beneficiaries and the Company. Such impartial person shall not, however, have any authority to determine accounting policies or any adjustment made by the Company used in the computation of ~~NA~~ **Company Adjusted** EBIT or to change the dollar amount of ~~NA~~ **Company Adjusted** EBIT. The determination of accounting policies (e.g., depreciation, LIFO, expense allocation, etc.), so long as they are within generally accepted accounting principles, remains within the sole discretion of the Company and such determination of accounting policies shall be final and binding upon the Union, Participants, beneficiaries and the Company. However, to the extent provided in the "Memorandum of Exceptions to Section 3," and for purposes of the Plan only, the impartial person shall have authority to resolve disputes and disagreements between the parties such that Eligible Profit Share Amounts are calculated with the core principle that Employees deserve to share in the economic gains **from** the Company ~~realizes from its North American automotive operations~~. Accordingly, the impartial person shall be empowered to resolve such disputes and disagreements between the parties based on the idea that Eligible Profit Share Amounts should reflect and be linked to the nature of the profitability figures the Company reports to investors. Under such circumstances, the impartial person may modify the Eligible Profit Share Amount for purposes of payment under the Profit Sharing Plan. The impartial person shall have the authority to resolve any disputes or disagreements which may arise out of the last sentence of Section 2(b) of this Agreement ~~(e.g., Company modification of its NA automotive segment)~~.

With respect to matters referred to the impartial person, the compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Company and the Union, shall be shared equally by the Company and the Union.

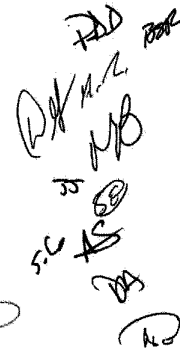
Absent the parties' agreement on an impartial person, and upon 60 days' notice by either party, each party shall submit a description of the nature of the disagreement to the Federal Mediation and Conciliation Service (FMCS) who shall provide a

list of seven (7) arbitrators, each of whom is a member of the National Academy of Arbitrators and an attorney and/or retired judge and experienced in the area of the disagreement and/or in resolving disputes concerning collectively bargained profit sharing plans, enhanced and incentive pay plans. No later than seven (7) days following receipt of the initial panel, either party may request a second panel, which will be provided at the cost of the requesting party. Once the panel is settled upon, the parties shall alternatively strike names from the list until one name remains. The order of strikes shall be determined by coin flip. The impartial person will be notified of their selection.

SECTION 4 AGREEMENT CONCERNING PROFIT SHARING PLAN

Section 4. Effective Dates and Duration

The Plan as amended will become effective January 1, ~~2020~~ **2023**, except as otherwise provided therein, and this Agreement and the Plan will continue in effect until the termination of the Collective Bargaining Agreement dated ~~October 30, 2019~~ **xx/xx/xxxx**, between the Company and the Union. **The first payment the Plan shall govern is the payment in 2024 based on any profits in 2023.** Except as otherwise provided in the Plan, the Agreement dated ~~October 30, 2019~~ **xx/xx/xxxx** and the Plan incorporated therein shall remain in effect until December 31, ~~2023~~ **2028** and shall govern payments in ~~2024~~ **2029** based on any profits in ~~2023~~ **2028**.



Section 5. Notice

1. Any notice under this Agreement shall be in writing and shall be sufficient, if sent by mail addressed, if to the Union, to International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company in writing, and if to the Company, to Ford Motor Company, Dearborn, Michigan 48126, Attention: ~~Group Vice President, Human Resources and Corporate Services~~ **Executive Director, Compensation and Executive Personnel**, or to such other address as the Company shall furnish to the Union, in writing.

2. In the event of a change in a Company designated officer's title, the officer or officers with the functional responsibility for the Plan shall have the authority to the extent described in this Section.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FORD MOTOR COMPANY

William C. Ford, Jr.
~~James P. Hackett~~
Jim Farley
~~Joe Hinrichs~~
Kumar Galhotra
~~Gary Johnson~~
~~William P. Dirksen~~
~~John Savona~~
Bryce Currie
Kevin Legel
~~Bernie Swartout~~
Chuck Monastra
~~Bill Rooney~~
Jenny Torony
~~Frederick Toney~~
~~Helmut E. Nittmann~~
Michelle DeTombeur

Scott Britton
~~Terri Faison~~
Melanie Stinson
~~Tom Paradise~~
Jason Short
~~Sandy Krus~~
Mario Spadafora
Stephen M. Kulp
Johanna Shea
Deb Ockerman
~~Jiem Cranney~~
Kathy Lander
~~Kristen de Bear~~

UAW

International Union
~~Gary Jones~~
Shawn Fain
~~Rory L. Gamble~~
Chuck Browning
Brandon Keatts
~~Steve Zimmerla~~
~~Mike Stone~~
~~Jimmie D. Williams~~
Benjamin Dictor
Scott Eskridge
Darryl Goodwin
~~Brett Fox~~
Jeffrey Dokho

National Ford Council
~~Bernie Ricke, Subcouncil #1~~
Tony Richard, Subcouncil #1
~~Anthony Richard, Subcouncil #1~~
Mark DePaoli, Subcouncil #1
~~Larry Stewart, Subcouncil #2~~
Jon Jaggers, Subcouncil #2
~~Tommy Kottalis, Subcouncil #2~~
Brandon Reisinger, Subcouncil #2
~~Jon Jaggers, Subcouncil #2~~
Scott Elliott, Subcouncil #2
~~Michael Donovan, Subcouncil #2~~
Steve Gonzales, Subcouncil #2
~~Greg Tyler, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
Dwayne Glass, Subcouncil #3
~~Dale E. Rogers, Subcouncil #4~~
Darrin Andrews, Subcouncil #4
~~Roger Maag, Subcouncil #4~~
Paul Donovan, Subcouncil $4
~~Frank Murray, Subcouncil #5~~
Al Strussione, Subcouncil #5
~~Paul LaFave, Subcouncil #5~~
Frank Murray, Subcouncil #5
~~Andy Weakland, Subcouncil #7~~
Ja-Vonna Akins, Subcouncil #7
Dwayne Walker, Recording Secretary

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2. "Company" shall mean Ford Motor Company, a Delaware corporation.

3. "Compensated Hours" shall mean

(a) All hours in any Plan Year for which a Participant who is eligible to receive a payment for a Plan Year received pay from the Company with respect to hourly-rate employment as a Participant during the Plan Year on or after a Participant's Date of Participation. The Compensated Hours shall include hours for which a Participant who is eligible to receive a payment for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be counted as one hour), vacation pay, holiday pay, bereavement pay, apprentice training hours, jury duty pay, short- term military duty (up to the employee's weekly base schedule), family day pay and call-in pay~~.~~**, and similarly, includes such hours worked or compensated while a Participant was classified as a Temporary employee during a Plan Year;** provided, however, no hours shall be duplicated because of payment under more than one category of Compensated Hours. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan and Transition Assistance Plan (including automatic short work week benefit payments), sickness and accident benefits, extended disability benefits, and allocations under the Plan).

(b) The term Compensated Hours shall include, for a Participant who otherwise is eligible to receive a payment for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Participant is on an approved sick leave of absence and for such complete calendar week has received Workers -- Compensation payments from the Company as the result of a totally disabling occupational injury or disease under any Workers -- Compensation law or act or any occupational disease, law, or act, provided:

(i) The Participant otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) The Participant is actively at work for the Company during at least one complete calendar week in the Plan Year; and

(iii) Such Workers -- Compensation benefits were paid, either voluntarily or because the Company failed to appeal the adverse determination of an applicable state agency or court, as the result of a totally disabling occupational injury or disease under any Workers -- Compensation law or act or any occupational disease law or act; and

(iv) The person was a Participant during each such Plan Year.

I. PROFIT SHARING PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

4. "Date of Participation" shall mean, with respect to any person, ~~the later of (a) the date on which such person became a full-time hourly employee, (b) the first day of the first full pay period beginning on or after the date on which any such person who was employed on a temporary part-time or temporary full-time basis became a full-time hourly employee, or (c) the date on which this Plan first became applicable to the unit in which such person was employed.~~ **beginning the earlier of**

(a) the date on which such person became a seniority hourly employee, or

(b) the most recent hire or rehire or reinstate date as a temporary employee

I. PROFIT SHARING PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

5. "Eligible Profit Share Amount" shall mean the amount calculated by multiplying 1.0 by each 1.0 million dollars of ~~NA~~ **Company Adjusted** EBIT. Should ~~NA~~ **Company Adjusted** EBIT be equal to or less than $1,250 million the maximum amount per Participant shall be zero dollars ($0).

An employee who is eligible under this Plan at any time during a Plan Year pursuant to Paragraph 7(b) of this Article I shall have Compensated Hours credited, for each calendar week or part thereof, on or after the Date of Participation applicable to such Participant, while on Local Union leave, with an amount up to the straight time hourly base wages hours (for a maximum of forty (40) hours) such Participant would have worked if employed during such calendar week or part thereof.

I. PROFIT SHARING PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

6. "~~NA~~ **Company Adjusted** "EBIT" shall mean the Company's ~~North American~~ earnings before interest and taxes **from the following segments: Ford Blue, Ford Model e, and Ford Pro (combined, replacing the previous Automotive segment), Ford Next (previously the Mobility segment), Ford Credit, and Corporate Other,** excluding extra-ordinary and special reconciling items as determined by the Company, in the manner used to report **2023 first half**~~2018 Ford North America Total~~ earnings before interest and taxes **(EBIT)** in ~~Part II, Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations of the Company Adjusted's 2018~~ **the 2023** Form 10-Q **for the period ending June 30, 2023**. This is the same ~~North American~~ financial performance measurement and disclosure that is provided to the Company Adjusted's shareholders and investment analysts. ~~As in 2018,~~ **As described on page 56 of the Company's 2023 Q2 10-Q**, this definition will result in the exclusion from ~~NA~~ **Company Adjusted** EBIT **interest on debt (excl. Ford Credit Debt), taxes, and pre-tax special items.** ~~of non-operating results that management does not consider when assessing and measuring the operational and financial performance of Ford North America~~. In the event changes in terminology, reporting requirements or reporting practices (e.g. elimination of Sarbanes-Oxley Act) affect the calculation or public disclosure of ~~NA~~ **Company Adjusted** EBIT, as defined above, the affected calculation shall continue to be performed in a manner consistent with the disclosure of financial performance to the Company shareholders and/or investment analysts of the Company operational and financial performance for the **Company** ~~North America~~. In the event of a future change in the disclosure of ~~NA~~ **Company Adjusted** EBIT, the Company Adjusted is required to inform the Union of the change, and the parties will meet to discuss it, to the extent permissible under applicable securities laws.

I. PROFIT SHARING PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

7. (a) "Participant" shall mean, with respect to any Plan Year, any person who met all of the following requirements at any time during such Plan Year:

(i) Such person was employed full time **or as a temporary employee** at an hourly rate on the active employment rolls maintained by the Company in the United States ~~(except that any such person who was so employed on a temporary part-time or temporary full-time basis shall be excluded from the definition of "Participant")~~; and

(ii) Such person, if represented by a Union, was covered by an agreement making this Plan applicable to such person or, if such person was not represented by a Union, such person was employed in a unit to which the Company had made this Plan applicable

including any person who met such requirements at any time during such Plan Year and (1) was on layoff or approved leave, including expired medical leave, at the end of such Plan Year, or (2) retired during such Plan Year, (3) died during such Plan Year, or (4) was terminated by the Company during such Plan Year as a result of the sale by the Company of the operation, or a controlling interest in the operation, in which such person was employed; provided, however, that any person who terminated during such Plan Year (without being reinstated at the end of such Plan Year), for any reason other than death, retirement, sale of an operation, or a controlling interest in an operation, or any voluntary termination of employment program developed under the Job Security Program shall be excluded from the definition of "Participant".

(b) Notwithstanding the foregoing, any person who would otherwise be a "Participant" as defined above and who is on a leave of absence under Article VIII, Section 31 (a) of the Collective Bargaining Agreement dated ~~October 30, 2019~~ **xx/xx/xxxx** between the Company and the UAW, or under a similar provision of any other collective bargaining agreement, shall be a "Participant" for purposes of this Plan if such leave was granted for the purpose of permitting such person to engage in the business of or to work for the Local Union and if such person is involved in the in-plant administration of the provisions of such collective bargaining agreement, provided such person meets the requirements of such leave, and provided further that, immediately prior to such leave, such person met the requirements of Subparagraphs (i) and (ii) of Paragraph (a) above.

8. "Plan" shall mean the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States.

9. "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31.

II. PROFIT SHARING PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

II. SEC Reports and Supplemental Information

The Company will file Form 10-K annually with the SEC, which will include the Company's consolidated, audited financial statements. The Form 10-K will include the Company's ~~North American~~ earnings before interest and taxes (~~NA~~ **Company Adjusted** EBIT). In the event of a future change in the 10-K in which the Company no longer discloses ~~NA~~ **Company Adjusted** EBIT, the Company is required to provide the Union an audited financial statement and disclosure that reflects ~~NA~~ **Company Adjusted** EBIT. Upon filing of the Form 10-K with the SEC, the computations and calculations reflected therein, including, without limitation, the ~~NA~~ **Company Adjusted** EBIT as utilized in this Plan, shall be final and binding on the Company, Participant and any beneficiaries for the purposes of the Plan.

Tax Efficient Savings Plan

AGREEMENT CONCERNING

TAX-EFFICIENT SAVINGS PLAN

FOR HOURLY EMPLOYEES

Section 1. Continuation of Plan

Subject to the approval of the Company's Board of Directors and receipt by the Company of approval by the Internal Revenue Service as meeting the requirements of Sections 401(a) and 401(k) of the Internal Revenue Code, the Company will continue the Tax-Efficient Savings Plan for Hourly Employees (hereinafter referred to as the Plan) in the form that has been agreed to by the parties, as provided in Section 5 herein. In the event that an Internal Revenue Service ruling acceptable to the Company is not obtained, the Company, within 30 days after such disapproval, will give written notice thereof to the Union and this Agreement Concerning Tax-Efficient Savings Plan for Hourly Employees (this "Agreement") shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union with respect to adopting a program adhering as closely as possible to the language and intent of the provisions outlined in the Plan for which a favorable ruling may be obtained.

Section 2. Administration

The Plan will be maintained under provisions of Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

Section 3. Obligations During Term of This Agreement

During the term of this Agreement, neither the Company nor the Union shall request any change, deletion from or addition to the Plan or this Agreement, except as required to maintain qualification of the Plan under Sections 401(a) and 401(k) of the Internal Revenue Code, and for compliance with ERISA and any other legislation governing such plans, or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement; and during such period no change in, deletion from or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference occurring in any negotiations pursuant to Section 1 of this Agreement shall be an objective of, or a reason or cause for, any action or

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failure to act, including without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

Section 4. Nonapplicability of Collective Bargaining Agreement Grievance Procedure

No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the Grievance Procedure established in the Collective Bargaining Agreement between the Company and the Union.

Section 5. Term of Agreement; Notice to Modify or Terminate

This Agreement and the Plan will continue in effect until the termination of the Collective Bargaining Agreement dated **XX/XX/XXXX**~~October 30, 2019~~ between the Company and the Union. The Plan shall be renewed automatically for successive one-year periods thereafter unless either party shall give written notice to the other at least 60 days prior to **April 30, 2028**~~September 14, 2023~~, (or any subsequent anniversary date) of its desire to amend or modify the Plan as of one of the dates specified in this Section (it being understood, however, that the foregoing provision for automatic one-year renewal periods shall not be construed as an endorsement by either party of the proposition that one year is a suitable term for such a Plan). If such notice is given, the Plan shall be open to modification or amendment on **April 30, 2028**~~September 14, 2023~~, or the subsequent anniversary date, as the case may be.

During the term of this Agreement, including any automatic one-year renewal periods described above, except for amendments or modifications affecting the investment options made available to Members under the Plan, including the Ford Stock Fund, the Plan may not be amended or modified in any manner, except by mutual agreement of the parties; provided, however, that if amendment or modification of the Plan is required under applicable law, the Company may, with the consent of the Union, such consent to be timely and not unreasonably withheld, amend or modify the Plan as required, adhering as closely as possible to the intent of the parties as expressed in this Agreement and the Plan.

If either party shall desire to terminate this Agreement, it may do so on **April 30, 2028**~~September 14, 2023~~, or any subsequent anniversary date, by giving written notice to

the other party at least 60 days prior to the date involved. Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Plan.

Notwithstanding termination of this Agreement and the Plan, any profit sharing distributions pursuant to the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States that otherwise would be contributed to the trust fund under this Plan with respect to calendar year 2019 shall be contributed and administered in accordance with the provisions of this Agreement and the Plan.

Any notice under this Agreement shall be in writing and shall be sufficient, if sent by mail addressed, if to the Union, to International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company in writing, and if to the Company, to Ford Motor Company, Dearborn, Michigan 48121, Attention: Group Vice President-Human Resources and Corporate Services, or to such other address as the Company shall furnish to the Union, in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FORD MOTOR COMPANY

William C. Ford, Jr.
~~James P. Hackett~~
Jim Farley
~~Joe Hinrichs~~
Kumar Galhotra
~~Gary Johnson~~
~~William P. Dirksen~~
~~John Savona~~
Bryce Currie
Kevin Legel
~~Bernie Swartout~~
Chuck Monastra
~~Bill Rooney~~
Jenny Torony
~~Frederick Toney~~
~~Helmut E. Nittmann~~
Michelle DeTombeur

Scott Britton
~~Terri Faison~~
Melanie Stinson
~~Tom Paradise~~
Jason Short
~~Sandy Krus~~
Mario Spadafora
Stephen M. Kulp
Johanna Shea
Deb Ockerman
~~Jiem Cranney~~
Kathy Lander
~~Kristen de Bear~~

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SECTION 5 AGREEMENT CONCERNING TAX-EFFICIENT SAVINGS PLAN FOR HOURLY EMPLOYEES

UAW

International Union	National Ford Council
~~Gary Jones~~	~~Bernie Ricke, Subcouncil #1~~
Shawn Fain	**Tony Richard, Subcouncil #1**
~~Rory L. Gamble~~	~~Anthony Richard, Subcouncil #1~~
Chuck Browning	**Mark DePaoli, Subcouncil #1**
Brandon Keatts	~~Larry Stewart, Subcouncil #2~~
~~Steve Zimmerla~~	**Jon Jaggers, Subcouncil #2**
~~Mike Stone~~	~~Tommy Kottalis, Subcouncil #2~~
~~Jimmie D. Williams~~	**Brandon Reisinger, Subcouncil #2**
Benjamin Dictor	~~Jon Jaggers, Subcouncil #2~~
Scott Eskridge	**Scott Elliot, Subcouncil #2**
Darryl Goodwin	~~Michael Donovan, Subcouncil #2~~
~~Brett Fox~~	**Steve Gonzales, Subcouncil #2**
	~~Greg Tyler, Subcouncil #3~~
	Mike Beydoun, Subcouncil #3
	Dwayne Glass, Subcouncil #3
	~~Dale E. Rogers, Subcouncil #4~~
	Darrin Andrews, Subcouncil #4
	~~Roger Maag, Subcouncil #4~~
	Paul Donovan, Subcouncil #4
	~~Frank Murray, Subcouncil #5~~
	Al Strussione, Subcouncil #5
	~~Paul LaFave, Subcouncil #5~~
	Frank Murray, Subcouncil #5
	~~Andy Weakland, Subcouncil #7~~
	Ja-Vonna Akins, Subcouncil #7
	Dwayne Walker, Recording Secretary

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FORD MOTOR COMPANY

TAX-EFFICIENT SAVINGS PLAN

FOR HOURLY EMPLOYEES

This Plan has been established by Ford Motor Company (the "Company") to enable employees to save and invest in a systematic manner and to provide them with an opportunity to become stockholders of the Company.

That portion of the Plan described in Article XXVII is intended to be an "Employee Stock Ownership Plan," as that term is defined by the Code and, as such, is designed to invest exclusively in Company stock except for a small liquidity component to support daily activity.

This Plan document incorporates certain amendments made subsequent to the restatement of the Plan as of November 18, 2019~~November 23, 2015~~. This Plan document includes amendments adopted to reflect applicable provisions of the Pension Protection Act of 2006 ("PPA"). The PPA amendments are intended as good faith compliance with the requirements of PPA and are to be construed in accordance with PPA and subsequent guidance issued thereunder.

Additionally, this Plan document includes amendments adopted to reflect applicable provisions of the Heroes Earnings Assistance and Relief Act of 2008, the Emergency Economic Stabilization Act of 2008, the Worker, Retiree and Employer Recovery Act of 2008, the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019, the SECURE Act of 2022, and other applicable laws and regulatory guidance.

The Plan hereby incorporates by reference certain temporary amendments as provided under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act of March 27, 2020, namely: (i) in accordance with Section 2203 of the CARES Act, the waiver of required minimum distribution requirements from the date of the CARES Act through the end of 2020, (ii) in accordance with Section 2202(a) of the CARES Act, the allowance of "Coronavirus Relief Distributions" (as defined in Section 2202(a)(4)(A) of the CARES Act) from the Plan on or after May 1, 2020 and before December 31, 2020, and (iii) in accordance with Section 2202(b)(2) of the CARES Act, the optional suspension of loan repayments on or after June 19, 2020 through December 31, 2020.

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The fiduciaries of the Plan may be relieved of the liability

for any losses which are the direct and necessary result of investment instructions given by a Member or beneficiary. Except as otherwise provided, this amendment and restatement shall be effective as of **XX/XX/XXXX**~~November 18, 2019~~, and shall supersede the provisions of the Plan in effect prior to such date.

I. Definitions

As hereinafter used:

1. "Account" shall mean, as appropriate, any one of a Member's Pre-Tax Contribution Account, Roth Contribution Account, After-Tax Contribution Account, Pre-Tax Catch-Up Contributions, Roth Catch-Up Contributions, Supplemental Contributions, Retirement Contributions, rollover contributions or any combination of such accounts and contributions and Earnings credited thereto.

2. "After-Tax Contributions" shall mean amounts contributed by an Employee to the Plan from the Employee's Wages, as provided in Paragraph IV hereof.

3. "After-Tax Contribution Account" shall mean an Account of a Member under the Plan to which are credited After-Tax Contributions made by such Employee and Earnings thereon.

4. "Bond Index Fund" shall mean that portion of the Trust Fund under the Plan consisting of investments made by the Trustee in accordance with Subparagraph 3 of Paragraph XIII hereof.

5. "Bond Index Fund Units" shall mean the measure of a Member's interest in the Bond Index Fund as described in Subparagraph 3 of Paragraph XIII hereof.

6. "Cash Value of Assets" shall mean the value of the assets, expressed in dollars, in a Member's Account under any investment election under the Plan or the total thereof, as the case may be, at the close of business on the date such cash value is to be determined.

7. "Code" shall mean the Internal Revenue Code of 1986, as amended.

8. "Collective Bargaining Agreement" shall mean the Collective Bargaining Agreement dated November ~~5, 2015~~18, 2019 between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW.

9. "Committee" shall mean the Committee created by the Company pursuant to the provisions of Paragraph XX hereof.

10. "Company" shall mean Ford Motor Company.

11. "Company Contributions" shall mean amounts contributed by the Company to the Account of a Company Contribution Eligible Employee as "Supplemental Contributions" and "Retirement Contributions'.

12. "Company stock" shall mean common stock of the Company.

13. "Composite Quotation Listing" shall mean a composite listing of market prices of securities supplied by a reputable financial statistical service selected by the Trustee, which listing includes the prices at which securities are traded on national securities exchanges located in the United States.

14. "Contributions" shall mean any one of a Member's After- Tax Contributions, Tax Advantaged Contributions, Supplemental Contributions, Retirement Contributions and rollover contributions.

15. "Current Market Value" shall mean, with reference to Company stock, the closing market price on the New York Stock Exchange on the day in question or, if no sales were made on that date, at the closing market price on the next preceding day on which sales were made.

16. "Earnings', with reference to After-Tax Contributions, Tax Advantaged Contributions, Supplemental Contributions, Retirement Contributions and any rollover contributions shall mean earnings resulting from the investment and any reinvestment of such contributions and any increment thereof and shall include interest, dividends and other distributions on such investments.

17. "Eligible Automatic Contribution Arrangement" or "EACA" shall mean an automatic contribution arrangement described in Paragraph III hereof that meets the requirements of Code Section 414(w) and Treasury Regulations Section 1.414(w)-1.

18. "Eligible Compensated Hours" shall mean:

(a) Straight time work hours
(b) Straight time overtime hours
(c) Regular vacation hours
(d) Paid holiday hours
(e) Paid excused absence hours
(f) Bereavement hours
(g) Jury duty hours
(h) Short-term military hours
(i) Call-in hours
(j) Grievance pay hours
(k) Wash-up hours
(l) Apprentice hours

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Effective January 1, 2012, the total of all such hours shall not exceed 40 hours in any weekly pay period, 2,080 hours annually.

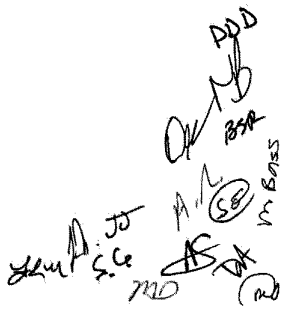
19. "Eligibility Date" shall mean the date on which an Employee shall be eligible for membership in the Plan as provided for in Paragraph II.

20. "Employee" shall mean each person who is employed at an hourly rate by a Participating Company and is enrolled on the active employment rolls of such Participating Company maintained in the United States.

21. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

22. "Ford Service Date" shall mean the date of an Employee's most recent hire or rehire.

23. "Ford Stock Fund" shall mean that portion of the Trust Fund under the Plan consisting of investments made by the Trustee in accordance with Subparagraph 1 of Paragraph XIII hereof.



24. "Ford Stock Fund Units" shall mean the measure of a Member's interest in the Ford Stock Fund as described in Subparagraph 1 of Paragraph XIII hereof.

25. "Global Equity Index Fund" shall mean that portion of the Trust Fund under the Plan consisting of investments made by the Trustee in the full name "State Street Global All Cap Equity Index NL Series Fund - Class A" in accordance with Subparagraph 2 of Paragraph XIII hereof.

26. "Global Equity Index Fund Units" shall mean the measure of a Member's interest in the Global Equity Index Fund as described in Subparagraph 2 of Paragraph XIII hereof.

27. "Interest Income Fund" shall mean that portion of the Trust Fund under the Plan consisting of investments made by the Trustee in accordance with Subparagraph 4 of Paragraph XIII hereof.

28. "Investment Process Committee" or "IPC" shall mean the committee created by the Company pursuant to the provisions of Paragraph XX of the Plan.

29. "Investment Process Oversight Committee" or "IPOC" shall mean the committee created by the Company pursuant to the provisions of Paragraph XX of the Plan.

30. "Lump Sum Bonus Amount(s)" shall mean bonus payment(s) typically paid to Employees in the form of a lump sum, excluding moving allowances.

31. "Member" shall mean and include: (a) an Employee who shall have elected to participate in the Plan and, in the case of an Employee of a Participating Company, shall have made a Pre-Tax Contribution, Roth Contribution, After-Tax Contribution, Pre-Tax Catch-Up Contribution and/or Roth Catch-Up Contribution to the Plan, (b) a Supplemental and Retirement Contribution Eligible Employee, and (c) a person who has assets under the Plan.

32. "Participating Company" shall mean and include the Company and each Subsidiary of the Company that shall have elected to participate in the Plan with the consent of the Company as reflected in Appendix B.

33. "Plan Administrator" shall mean the Company, or such other person or committee of persons designated by the Company to administer the Plan on behalf of the Company, including a person or entity unrelated to the Company, hereinafter referred to as the third party plan administrator.

34. "Plan Year" shall mean the 12-month period beginning each January 1 and ending on the following December 31.

35. "Pre-Tax Catch-Up Contributions" shall mean amounts deducted from an Employee's Wages and contributed to the Plan by the Company on behalf of the Employee as provided in Subparagraph 3 of Paragraph IV hereof.

36. "Pre-Tax Contributions" shall mean amounts contributed by the Company to the Plan on behalf of an Employee, pursuant to a Pre-Tax Contribution Election, as provided in Subparagraph 1 of Paragraph IV hereof.

37. "Pre-Tax Contribution Account" shall mean an account of a Member under the Plan to which are credited Pre-Tax Contributions on behalf of such Employee and Earnings thereon.

38. "Pre-Tax Contribution Election" shall mean an agreement between an Employee and the Participating Company to have the Employee's Wages or Profit Sharing Amounts and Lump Sum Bonus Amounts reduced by an amount specified by the Employee, and to have an amount equal to such reduction contributed by the Participating Company to the Plan on behalf of the Employee, pursuant to Code Section 401(k) and Paragraph IV hereof.

39. "Profit Sharing Amounts" shall mean amounts distributed to hourly employees under profit sharing plans of a Participating Company.

40. "Retirement Contributions" shall mean amounts contributed by the Company to the Account of a Supplemental and Retirement Contribution Eligible Employee under the Plan as provided in this Paragraph I and Paragraphs II and IV hereof.

41. "Retirement Contributions Account" shall mean an Account of a Supplemental and Retirement Contribution Eligible Employee to which is credited Retirement Contributions and Earnings thereon.

42. "Retirement Plan" shall mean the Ford-UAW Retirement Plan in effect at the time or any other pension or retirement plan or program of the Company, a Participating Employer or of a Subsidiary or an Affiliate.

43. "Retirement Pursuant to the Provisions of Any Retirement Plan" shall mean retirement at or after normal retirement age, or early or disability retirement prior to normal retirement, or termination of employment after becoming eligible for retirement under the provisions of any Retirement Plan.

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44. "RMD Age" shall mean the age at which a Member under the Plan is required to take a minimum distribution.

(a) Effective January 1, 2023, the RMD Age is 73.

(b) Between January 1, 2020 and December 31, 2022, the RMD Age was 72.

(c) Prior to January 1, 2020, the RMD Age was 70 ½.

~~45~~44. "Roth Catch-Up Contributions" shall mean amounts contributed by an Employee to the Plan from the Employee's Wages, as provided in Subparagraph 4 of Paragraph IV hereof.

~~46~~45. "Roth Contributions" shall mean amounts contributed by an Employee to the Plan, as provided in Subparagraph 2 of Paragraph IV hereof.

~~47~~46. "Roth Contribution Account" shall mean an Account of a Member under the Plan to which are credited Roth Contributions on behalf of such Employee and Earnings thereon.

~~48~~47. "Subsidiary" or "Affiliate" shall mean (a) all corporations that are members of a controlled group of corporations within the meaning of Code Section 1563(a), determined without regard to Code Sections 1563(a)(4) and 1563(e)(3)(c) and of which the Company is then a member, and (b) all trades or businesses, whether or not incorporated, that, under the regulations prescribed by the Secretary of the Treasury pursuant to Code Section 414(c), are then under common control with the Company.

~~49~~48. "Supplemental and Retirement Contribution Eligible Employee" shall mean the following Employees who are employed by a Participating Company on or after November 1, 2007:

(a) An Employee who is hired or rehired under the UAW-Ford In-Progression Wage and Benefit Agreement, including a former "Entry Level" employee who converted to "New Traditional" status during 2015

(b) Skilled Direct Hire

A Supplemental and Retirement Contribution Eligible Employee shall not include temporary employees or any group of Employees specifically excluded from eligibility to receive Supplemental Contributions or Retirement Contributions, as mutually agreed between the Company and the Union.

~~50~~49. "Supplemental Contributions" shall mean amounts contributed by the Company to the Account of a Supplemental and

Retirement Contribution Eligible Employee under the Plan beginning in 2010, as provided in this Paragraph I and Paragraphs II and IV hereof.

51~~50~~. "Supplemental Contributions Account" shall mean an Account of a Supplemental and Retirement Contribution Eligible Employee to which is credited Supplemental Contributions and Earnings thereon.

52~~51~~. "Tax Advantaged Contributions" shall mean any one of a Member's Pre-Tax Contributions, Roth Contributions, Pre-Tax Catch-Up Contributions, Roth Catch-Up Contributions, or any combination of such monies.

53~~52~~. "Trustee" shall mean the trustee or trustees appointed by the Company pursuant to the provisions of Paragraph XVI hereof.

54~~53~~. "Trust Agreement" shall mean the agreement or agreements establishing the Trust Fund and appointing the Trustee.

55~~54~~. "Trust Fund" shall mean the assets of the Plan held by the Trustee for the benefit of the Members.

56~~55~~. "Union" shall mean the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW.

57~~56~~. "Wages" shall mean the regular base pay for straight-time hours, including holiday pay and vacation pay (including the related excused absence allowance), and incentive pay, bereavement pay, jury duty pay, and short-term military duty pay, and the straight-time portion of any overtime hours paid, up to a total of 40 hours in a week for all such payments, any cost of living allowance applicable to the foregoing, and any performance bonus payments to which an Employee of a Participating Company is entitled prior to giving effect to any Pre-Tax Contribution Election or Pre-tax Catch-Up Contribution election. **A Member can optionally elect to include overtime pay as eligible for their own Tax Advantaged Contributions and After Tax Contributions only.** Performance Bonus Payments, if any, vacation pay, and excused absence allowance shall qualify as Wages irrespective of the 40 hour maximum. Wages shall also include Contributions made on behalf of the Member that are not includible in the gross income of the Member by reason of the application of Code Sections 125, 132(f), 129, or 402(e)(3).

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Wages shall not include any other category of compensation (e.g., ~~overtime premium pay,~~ Saturday and Sunday premium pay, cost-of-living allowance not applicable to the foregoing, call-in pay, shift premium pay, seven-day

premium pay, holiday premium pay, grievance awards, moving allowances, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short-week benefit payments and Transition Assistance Plan benefits), suggestion awards, tool allowances, apprentice training incentives, the cost to the Participating Company of providing Group Life Insurance and Survivor Income Benefit coverages in excess of $50,000 (or any other imputed income as may be designated by law), pension or retirement plan payments, any Christmas bonus, or any other special remuneration).

The annual compensation of each Employee taken into account for determining all benefits provided under the Plan for any determination period shall not exceed the amount specified in Code Section 401(a)(17).

In addition, effective January 1, 1995, Wages for purposes of determining the amount of Contributions that may be made to the Plan by Employees whose regularly scheduled hours are less than 40 hours as a result of the establishment of a three-shift operation at the discretion of the Company shall be determined by:

(a) Multiplying the excess of 40 hours over the regularly scheduled hours by a rate equal to the sum of the regular straight-time rate and the applicable cost-of-living allowance, and

(b) Adding thereto straight-time pay and applicable cost-of-living allowance for hours worked, up to a total of 40 hours in a week for all such payments.

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III. Membership

1. **Voluntary Membership**

Membership of any Employee in the Plan shall be entirely voluntary except as otherwise provided in Paragraph XXVI hereof.

An eligible Employee may elect membership in the Plan as of any pay period commencing after such Employee's Eligibility Date by making a Pre-Tax Contribution Election (including a deferral of any portion of Profit Sharing Amounts and Lump Sum Bonus Amounts), a Roth Contribution election, an After-Tax Contribution election, a Pre-Tax Catch-Up Contribution election, and/or a Roth Catch-Up Contribution election in accordance with Paragraph IV hereunder.

A Supplemental and Retirement Contribution Eligible Employee who has not otherwise elected membership under the preceding provisions of this Paragraph III shall be a Member on and after the date a Supplemental Contribution and/or Retirement Contribution is first made to the Plan on behalf of the Supplemental and Retirement Contribution Eligible Employee.

A newly-hired Employee of a Participating Company may elect membership in the Plan prior to the date on which such Employee would otherwise become eligible for membership in the Plan for the limited purpose of making a rollover contribution to the Plan as hereinafter provided.

2. **Eligible Automatic Contribution Arrangement ("EACA")**

The provisions of this Subparagraph 2 shall apply for Plan Years beginning on and after January 1, 2016 and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Paragraph, the provisions of this Paragraph shall govern.

(a) Rules of Application

(i) Definitions as hereinafter used in this Subparagraph 2:

(1) An "automatic contribution arrangement" is an arrangement under which, in the absence of an affirmative election by an Existing Employee or Covered Employee (both as defined below), a certain percentage, determined in accordance with this Subparagraph 2, will be withheld from the

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Existing Employee or Covered Employee's Wages and contributed to the Plan as a Pre-Tax Contribution.

(2) An "Existing Employee" is an Employee hired or rehired before July 25, 2016, and who did not have an affirmative Contribution election in effect as of that date. Should such an Employee make an affirmative election as described in this Subparagraph 2, the Employee will cease to be an "Existing Employee."

(3) A "Covered Employee" is an Employee hired on or after July 25, 2016, whose Ford Service Date is the same date as the Employee's original hire date, and who does not have an affirmative Contribution election in effect. Should such an Employee make an affirmative election as described in this Subparagraph 2, the Employee will cease to be a "Covered Employee." **As of January 1, 2019, a former Employee who was separated prior to January 1, 2014 and has no Plan balance will be considered a Covered Employee upon rehire.**

(4) The "Default Percentage" is the percentage of an Existing Employee or Covered Employee's Wages contributed to the Plan as a Pre-Tax Contribution for the Plan Year, beginning at 3% and adjusted annually thereafter in accordance with (ii) or (iii) below, as applicable.

(5) "Default Pre-Tax Contributions" are the Pre-Tax Contributions contributed to the Plan under the EACA by Existing Employees or Covered Employees who do not have an affirmative Contribution election in effect.

(ii) Effective October 14, 2016, Existing Employees who do not have an affirmative Contribution election in effect as of July 25, 2016, will be entered into an automatic contribution arrangement for the Default Pre-Tax Contribution. The amount of Default Pre-Tax Contributions made by an Existing Employee each pay period is equal to the Default Percentage of the Existing Employee's Wages for that pay period. An Existing Employee's Default Percentage will increase by 1%

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annually on November 1 (commencing with November 1, 2017) until the Default Percentage reaches 6% **(10%, effective February 4, 2022)**. The increased Pre-Tax Contributions will be made as soon as administratively feasible thereafter.

(iii) Default Pre-Tax Contributions shall also be made by Covered Employees who do not have an affirmative Contribution election in effect. The amount of Default Pre-Tax Contributions made by a Covered Employee each pay period is equal to the Default Percentage of the Covered Employee's Wages for that pay period. A Covered Employee's Default Percentage will increase by 1% annually until the Default Percentage reaches 6% **(10%, effective February 4, 2022)**, commencing with the one-year anniversary of the initial Default Pre-Tax Contribution effective date for the Covered Employee. Each annual increase will be effective as of the first of the month following the applicable one-year anniversary date and the increased Pre-Tax Contributions will be made as soon as administratively feasible thereafter.

(iv) An Existing Employee or Covered Employee will have a reasonable opportunity after receipt of the notice described in Subparagraph 2(c) to make an affirmative election regarding Pre-Tax Contributions (either to have no Pre-Tax Contributions made or to have a different amount of Pre-Tax Contributions made) before Default Pre-Tax Contributions are made by the Existing Employee or Covered Employee. Default Pre-Tax Contributions being made by an Existing Employee or Covered Employee will cease as soon as administratively feasible after the Existing Employee or Covered Employee makes an affirmative election.

(b) Uniformity Requirement

(i) Except as provided in (ii) below with respect to an increasing Default Percentage for a Plan Year, the same percentage of Wages will be withheld as Pre-Tax Contributions from all Existing Employees and Covered Employees subject to the Default Percentage.

(ii) Default Pre-Tax Contributions will be reduced or stopped to meet the limitations under Code Sections 401(a)(17), 402(g), and 415, and to

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satisfy any suspension period required after a hardship distribution.

(c) Permissible Withdrawal

(i) Not later than 60 days after Default Pre-Tax Contributions are first withheld from an Existing Employee's or Covered Employee's Wages, the Existing Employee or Covered Employee may request a distribution of Default Pre-Tax Contributions.

(ii) The amount to be distributed from the Plan upon the Existing Employee's or Covered Employee's request is equal to the amount of Default Pre-Tax Contributions made with respect to the first payroll period to which the EACA applied to the Existing Employee or Covered Employee and any succeeding payroll period beginning before the effective date of the withdrawal request (adjusted for allocable gains and losses to the date of distribution). The distribution shall be made in accordance with the Plan's ordinary timing procedures for processing distributions and making distributions.

(iii) Unless the Existing Employee or Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Pre-Tax Contributions made by the Existing Employee or Covered Employee as of the date of the distribution described in this Subparagraph 2(c).

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7. **Return of Contributions in Excess of Limitations**

Subject to such regulations as the Committee from time to time may prescribe, a Member whose aggregate amount of Pre-Tax Contributions and Roth Contributions to this Plan and similar contributions to all other plans in which the Member is a participant exceeds the applicable annual dollar limit as prescribed under Code Sections 401(a)(30) and 402(g) for any year may request and receive return of such excess Pre-Tax Contributions and/or Roth Contributions to this Plan for such year and Earnings thereon by submitting a request for return of such excess in this Plan to the third party plan administrator in such form as shall be acceptable to the Committee. Such amounts shall be returned to such Member no later than April 15 to Members who submit such requests to the third party plan administrator no later than the immediately preceding March 1.

Pre-Tax Contributions, Roth Contributions and Earnings thereon in excess of the limitations in this Paragraph IV applicable to such Contributions by Employees shall be returned to Members on whose behalf such Contributions were made for the preceding Plan Year at such times and upon such terms as the Committee shall prescribe. Income on excess Contributions shall be allocated in the same manner that income is allocated to Members' Accounts during the Plan Year, and such method will be used consistently for all affected Members.

Notwithstanding the foregoing provisions of this paragraph, excess Pre-Tax Contributions, Roth Contributions and Earnings thereon shall be returned on the basis of the amount of Contributions by or on behalf of Members as provided in Code Sections 401(k)(8)(C), 401(m)(6)(C), and 402(g)(2)(A) (as amended by the Pension Protection Act of 2006 and the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA")).

8. **Rollover Contributions**

An Employee of a Participating Company may make a rollover contribution, as permitted under Code Section 402(c) or Section 402A(c) to the Plan in cash in an amount not exceeding the total amount of taxable and non-taxable proceeds distributed to such Employee by a qualified plan maintained by the Employee's former employer.

The rollover contribution must be made directly by such plan or by the Employee within 60 days following the receipt by the Employee of such distribution from such former employer's plan. Rollover contributions shall be

invested in accordance with the provisions of Paragraph VII as the Employee shall elect.

The Plan will accept the following types of rollover contributions:

(a) Direct rollovers of eligible rollover distributions from a qualified plan described in Code Sections 401(a) or 403(a); an annuity contract described in Code Section 403(b); and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state.

(b) Member rollover contributions of an eligible rollover distribution from a qualified plan described in Code Sections 401(a) or 403(a); an annuity contract described in Code Section 403(b); and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state.

(c) Member rollover contributions of the portion of a distribution from an individual retirement account, or annuity described in Code Sections 408(a) or 408(b) (other than an endowment contract) that is eligible to be rolled over and would otherwise be includible in gross income; except that pursuant to Code Sections 401(a)(31)(C) and 402(c)(2), and 408(d)(3)(A)(ii), the Plan will not accept after-tax rollover contributions from such individual retirement account.

(d) Effective on or after March 1, 2008, direct or Member rollover contributions of an eligible rollover distribution from the Ford Motor Company - UAW Retirement Plan or the Ford Motor Company General Retirement Plan ("GRP"), provided such distribution occurs at the election of the former Member in conjunction with such Member's termination of employment under a separation program offered under either plan.

(e) Effective July 1, 2012, an eligible rollover distribution from the Personal Retirement Plan ("PRP") or the GRP in the form of a lump sum distribution ("Pension Rollover"), provided such distribution occurs at the election of an Employee (in the case of the PRP) and a former Employee who is also a Member (in the case of the GRP).

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(f) Effective January 8, 2019, an eligible rollover distribution from a designated Roth account of an applicable retirement plan, as permitted under Code Section 402A(c).

9. **Supplemental Contributions**

Effective as of the first pay period administratively practical after a Supplemental and Retirement Contribution Eligible Employee is first eligible to receive Supplemental Contributions, and no later than is prescribed by ERISA, the Company shall contribute to such Supplemental and Retirement Contribution Eligible Employee's Supplemental Contribution Account an amount equal to $1.00 for each Eligible Compensated Hour credited to such Supplemental and Retirement Contribution Eligible Employee in such pay period. Effective January 1, 2012, all such Eligible Compensated Hours shall not exceed 40 hours in any one pay period. Once eligible, Supplemental Contributions shall be made on behalf of the Supplemental and Retirement Contribution Eligible Employee as described herein as long as the Supplemental and Retirement Contribution Eligible Employee remains an Employee under the Plan.

For Supplemental and Retirement Contribution Eligible employees on alternative work schedule (AWS) who meet the requirements described in Subparagraph 10(c) below, Supplemental Contributions will be calculated by multiplying $1.00 times 40 hours.

10. **Retirement Contributions**

(a) Effective as of the first pay period administratively practicable after a Supplemental and Retirement Contribution Eligible Employee is first eligible to receive Retirement Contributions, and no later than is prescribed by ERISA, the Company shall contribute to the Supplemental and Retirement Contribution Eligible Employee's Retirement Contributions Account the amount described in Sections (b) and (c) of this Subparagraph. Once eligible, Retirement Contributions shall be made on behalf of the Supplemental and Retirement Contribution Eligible Employee as described herein while such Employee remains an Employee under the Plan. Retirement Contributions are in lieu of participation in any other Company Retirement Plan and shall not apply to any Supplemental and Retirement Contribution Eligible Employee who is presently participating in such other Company Retirement Plan.

(b) Eligible compensation for Retirement Contributions shall be the Supplemental and Retirement Contribution

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Eligible Employee's base hourly straight-time pay received up to 40 Eligible Compensated Hours in any one weekly pay period, plus any cost-of-living allowance, if applicable, on such hours worked.

(c) For Supplemental and Retirement Contribution Eligible Employees assigned to AWS recognized in Company payroll systems who are compensated for less than 40 straight-time hours ("regular hours"), work the minimum number of regular hours required for the respective AWS and receive premium pay, which when added to base pay for regular hours worked, total compensation for at least 40 hours of base pay, Retirement Contribution Rate will be applied to 40 hours of straight-time pay to determine Retirement Contributions.

(d) Retirement Contribution Rate

The Retirement Contribution Rate shall be applied to eligible compensation as defined in (b) and (c) above as follows:

(i) Effective January 1, 2012, 6.4% for a Supplemental and Retirement Contribution Eligible Employee hired or rehired prior to October 24, 2011.

(ii) Effective October 24, 2011, 4.0% for a Supplemental and Retirement Contribution Eligible Employee hired or rehired on or after October 24, 2011.

(iii) Effective ~~the first pay date on or after~~ November 23, 2015, 6.4% for all Supplemental and Retirement Contribution Eligible Employees.

(iv) **Effective the first pay date on or after October 23, 2023, 10% for all Supplemental and Retirement Contribution Eligible Employees.**

11. **Contributions Following Uniformed Service**

A Member of the Plan, who is reinstated following qualified military service, as defined in Code Section 414(u)(5), may elect to have Contributions made to the Plan from such Member's Wages paid following such qualified military service that shall be attributable to the period Contributions were not otherwise permitted due to military service.

Such additional Contributions shall be based on the amount of Wages, Profit Sharing Amounts, and Lump Sum Bonus

Amounts that the Member would have received but for military service and shall be subject to the provisions of the Plan in effect during the applicable period of military service. Such Contributions shall be made during the period beginning upon reemployment following qualified military service and ending at the lesser of:

(a) Five years, or

(b) The Member's period of military service multiplied by three.

Such additional Contributions shall not be taken into account in the year in which the Contributions are made for purposes of any limitation or requirement identified in Code Section 414(u)(1) provided, however, that such Contributions, when added to Contributions previously made, shall not exceed the applicable limits in effect during the period of military service if the Member had continued to be employed by the Company during such period. Further, payments on any loan or loans in good standing and outstanding during the period of qualified military service shall be extended for a period of time equal to the period of qualified military service.

In addition to the foregoing, Company Contributions shall be made on behalf of a Supplemental and Retirement Contribution Eligible Employee who is reinstated following qualified military service, as defined in Code Section 414(u)(5). Such Contributions shall be attributable to the period during which Contributions were not otherwise made due to qualified military service.

Supplemental Contributions made herein shall be determined based on 40 hours per week during each week of qualified military service, not to exceed 2,080 hours in any one year.

Retirement Contributions made herein shall be determined by applying the Retirement Contribution Rate times the applicable base hourly rate times 40 hours per week during each week of qualified military service, not to exceed 2,080 hours in any one year.

Any Member whose death occurs on or after January 1, 2007 while performing qualified military service as defined in Code Section 414(u) shall be treated as if such Member had resumed employment with the Company on the day preceding death and then subsequently incurred a termination of employment on account of death. In the event of such a death, the Member's beneficiary shall receive any Company Contributions due the Member.

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For purposes of this Paragraph 11, the term "qualified military service" as defined under Code Section 414(u)(5) shall be applied as though the reemployment rights provided under section 4312(a) of chapter 43 of title 38, United States Code, were limited to individuals with a cumulative length of absence due to service in the uniformed services of eight years or less, except as otherwise provided under section 4312(c) of chapter 43 of title 38, United States Code.

12. **Recovery of Contributions Made by the Company for or on Behalf of the Employee**

The Company may recover, without interest, the amount of Contributions made on account of a mistake in fact, provided that such recovery is made within one year after the date of such Contribution. Any recovery by the Company of its Contributions made to the Plan for or on behalf of the Member shall not exceed the value at the time of recovery of assets acquired with such Company's Contributions and Earnings thereon.

In the event the deduction of the Contribution made by the Company is disallowed under Code Section 404, such Contribution (to the extent disallowed) must be returned to the Company within one year of the disallowance of the deduction.

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VII. Member's Election as to Investment of Funds

With the exception of Retirement Contributions and Pension Rollover described in Paragraph IV, Subparagraph 6(e), all other Contributions made by or on behalf of a Member shall be invested as the Member shall elect in one or more of the Ford Stock Fund, the Global Equity Index, the Bond Index Fund, the Interest Income Fund, and any of the Additional Funds listed in Appendix A.

Retirement Contributions and Pension Rollover shall be invested as the Member shall elect in one or more of the Global Equity Index Fund, the Bond Index Fund, the Interest Income Fund, and any of the Additional Funds listed in Appendix A. The Ford Stock Fund shall not be available for investment of such Retirement Contributions and Pension Rollover.

The amount contributed to any investment election shall be made in increments of one percent.

Fact sheets or other available information will be provided upon request for the mutual funds and non-mutual funds listed in Appendix A. Members should request and read the fact sheets prior to making a decision regarding investing in a particular fund.

The Investment Process Committee may, in its discretion, make recommendations to the Investment Process Oversight Committee for approval of: additions to, deletions from or replacements for any of the Additional Funds listed in Appendix A, as described in Paragraph XX.

A Member's investment election hereunder shall be confirmed on the Member's confirmation statement. Each investment election hereunder shall remain in effect until changed by the Member, and may be changed for any future Contributions by delivering a notice in such form and in such manner and at such time as the Committee shall specify. Profit Sharing Amounts and Lump Sum Bonus Amounts that Members elect to have contributed to the Plan shall be invested in accordance with a Member's election in effect with respect to weekly Wages at the time Profit Sharing Amounts and Lump Sum Bonus Amounts are contributed to the Plan.

Effective on or after March 19, 2008, Contributions shall be invested in the Plan qualified default investment alternative ("QDIA"), a target-date retirement fund, in the absence of an affirmative investment election for such Contributions. The specific QDIA is based on the Member's age on the date of investment and an assumed retirement age of 65 as shown below, as applicable.

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VII. TAX-EFFICIENT SAVINGS PLAN
FOR HOURLY EMPLOYEES

Birth Date Range	Default Investment Fund
On or before 12/31/1952~~7~~	BlackRock LifePath® Index NL Retirement Fund
~~1/1/1953 - 12/31/1957~~	~~BlackRock LifePath® Index NL 2020 Fund~~
1/1/1958 - 12/31/1962	BlackRock LifePath® Index NL 2025 Fund
1/1/1963 - 12/31/1967	BlackRock LifePath® Index NL 2030 Fund
1/1/1968 - 12/31/1972	BlackRock LifePath® Index NL 2035 Fund
1/1/1973 - 12/31/1977	BlackRock LifePath® Index NL 2040 Fund
1/1/1978 - 12/31/1982	BlackRock LifePath® Index NL 2045 Fund
1/1/1983 - 12/31/1987	BlackRock LifePath® Index NL 2050 Fund
1/1/1988 - 12/31/1992	BlackRock LifePath® Index NL 2055 Fund
1/1/1993 ~~- 12/31/1997 and later~~	BlackRock LifePath® Index NL 2060 Fund
1/1/1998 and later	BlackRock LifePath® Index NL 2065 Fund

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X. Distribution of Assets

Distribution of all assets in a Member's Account shall be governed by the following provisions:

1. **Termination of Employment**

In the case of a Member's termination of employment for any reason (whether voluntary or by discharge, with or without cause), the Cash Value of Assets in the Member's Account shall be delivered to the Member as soon as practicable after the earliest of the following:

(a) Receipt of a request for distribution made by the Member at or after termination of employment in accordance with the provisions of Paragraph XII,

(b) Attainment of **RMD Age**~~age 70~~ in which event distribution of the Cash Value of Assets in the Member's Account shall begin not later than April 1 of the calendar year following the calendar year in which the Member attains **RMD Age**~~age 70½~~, in accordance with Code Section 401(a)(9) and with regulations prescribed by the Secretary of the Treasury thereunder, and subject to such regulations as the Committee may prescribe.

~~Distributions for calendar years 2001 and 2002 will be made in accordance with Section 401(a)(9) 2001 Proposed Regulations, including the incidental death benefit requirements of the Code Section 401(a)(9)(G).~~

Effective January 1, 2020~~2003~~, all distributions made with respect to a Member who has attained **RMD Age**~~age 70½~~ shall be made in accordance with the regulations prescribed by the Secretary of the Treasury under Code Section 401(a)(9) Final and Temporary Regulations, including the minimum distribution incidental death benefit requirements of Code Section 401(a)(9)(G), and subject to such regulations as the Committee may prescribe. The distribution provisions under Code Section 401(a)(9) Final and Temporary Regulations override any inconsistent distribution options in the Plan included herein. Notwithstanding the immediately preceding sentence, a Member may at anytime elect a distribution under Paragraph XII of the Plan.

(i) Required Beginning Date. **Effective January 1, 2024,** t~~T~~he Member's entire interest, **with the exception of Roth Contribution Accounts and Roth Catch-Up Contributions,** will be distributed, or begin to be distributed to the Member no later than the Member's Required Beginning Date as

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defined in this Paragraph X, Subparagraph 3(d) below.

(ii) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Member's lifetime, the minimum amount that will be distributed for each distribution calendar year (as defined in this Paragraph X, Subparagraph 3(d) below) is the lesser of:

(1) The quotient obtained by dividing the Member's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's age as of the Member's birthday in the Distribution Calendar Year; or

(2) If the Member's sole designated beneficiary for the distribution calendar year is the Member's spouse, the quotient obtained by dividing the Member's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the Distribution Calendar Year.

(iii) Lifetime Required Minimum Distributions Continue Through Year of Member's Death. Required minimum distributions will be determined under this subsection beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Member's date of death.

(iv) Notwithstanding the foregoing, pursuant to the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA"), effective January 1, 2009, the following applies.

(1) A Member who would have been required to receive minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 MRDs"), and who would have satisfied that requirement by receiving distributions that are equal to the 2009 MRDs shall not receive those distributions for 2009. Members described in the preceding sentences will be given the opportunity to elect to receive the

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2009 MRD and such amount would be considered an eligible rollover distribution.

(2) Members who would have satisfied that requirement by receiving one or more payments in a series of substantially equal distributions (that include the 2009 MRDs) made at least annually and expected to last for the life (or life expectancy) of the Member, the joint lives (or joint life expectancy) of the Member and the Member's designated beneficiary, or for a period of at least ten (10) years ("Extended 2009 MRDs"), shall receive those distributions for 2009 unless the Member chooses not to receive such distributions. Members described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

A direct rollover will be offered only for distributions that would be eligible rollover distributions as described in this Paragraph X without regard to Code Section 401(a)(9)(H) with the exception of this Subparagraph (iv) (1) immediately above.

(c) With respect to distributions made on or after January 1, 2010, if the value of the Member's Account is $1,000 or less determined within 90 days after termination of employment, the Cash Value of Assets in such Member's Account shall automatically be distributed as soon as practicable. Effective October 1, 2013, the Cash Value of Assets in such Member's Account shall be automatically distributed after a waiting period of five years following termination of employment. Distributions occurring prior to January 1, 2010 were subject to a threshold of less than $3,500 and distributed in accordance with Code Section 401(a)(31)(B).

The Member's Account valuation shall be determined as of the date of the distribution and shall include that portion of the Account balance attributable to rollover contributions (and earnings allocable thereto) within the meaning Code Sections 402(c), 403(B)(8), 408(d)(3)(A)(ii), and 457(e)(16).

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2. **Termination of Employment Defined**

X. TAX-EFFICIENT SAVINGS PLAN
FOR HOURLY EMPLOYEES

For purposes of this Subparagraph and any other provisions of the Plan relating to withdrawals and distributions, "termination of employment" is synonymous with the term "severance from employment" as used in Code Section 401(k)(2)(B)(i)(I) without regard to the provisions of Code Section 401(k)(10). However, no termination of employment shall be deemed to have occurred in any instance:

(a) Where, not later than 30 days after the occurrence of an event which in the absence of this provision would constitute a termination of the Member's employment hereunder, the Member becomes regularly employed by a Subsidiary or Affiliate, or

(b) Where the Member is laid off due to a reduction in force, or

(c) Where the Member is released due to the continued disability (e.g., after 90 days on medical leave), or

(d) Where the Member is granted a military leave of absence, and either (a) the Member's employment subsequently is reinstated under then applicable personnel policies of the employer or (b) within the period so provided for reinstatement, the Member either dies or becomes eligible for Retirement Pursuant to the Provisions of Any Retirement Plan, or

(e) Where the Member shall have become employed by a Subsidiary or an Affiliate.

3. **Death of a Member**

In the event of death of a Member, distribution shall be made to such Member's beneficiaries hereunder as soon as practicable after notice of such Member's death is received by the Company.

(a) If a Member's beneficiary is the Member's surviving spouse and the Member has elected a distribution schedule which had commenced by the Member's date of death, the Member's Account shall continue to be paid to the surviving spouse pursuant to such schedule or, at the spouse's election at any time, in a lump sum, and

(b) If distribution of the Member's Account has not commenced as of the Member's date of death, the surviving spouse shall, for purposes of the distribution requirements and options under the Plan, be deemed a Member; except that the surviving spouse shall be deemed to attain **RMD Age** ~~age 70½~~ on the date the Member would have attained such age. **Notwithstanding the foregoing, effective for calendar years beginning after December 31, 2023 for purposes of calculating life expectancy under the Plan's minimum distribution requirements, the surviving spouse may elect to be treated as if the surviving spouse was the Member. Any election made pursuant to the immediately preceding sentence shall be irrevocable except as permitted by the Secretary of the Treasury.**

~~Effective January 1, 2003, a~~**A**ll distributions made in the event of the death of a Member shall be made in accordance with the regulations prescribed by the Secretary of the Treasury under Code Section 401(a)(9) Final and Temporary Regulations included herein, and subject to such regulations as the Committee may prescribe. The distribution provisions under Code Section 401(a)(9) Final and Temporary Regulations override any inconsistent distribution options in the Plan included herein.

(c) If the Member dies before distributions begin, the Cash Value of Assets in the Member's Account will be distributed, or begin to be distributed, no later than as follows, upon notification of death:

(i) If the Member's surviving spouse is the sole designated beneficiary, then, except as provided in this Section, distributions to the surviving spouse will begin by December 31 of the calendar

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year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained **RMD Age** ~~age 70½~~, if later.

(ii) If the Member's surviving spouse is not the Member's sole designated beneficiary, the Cash Value of Assets in the Member's Account will be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Cash Value of Assets in the Member's Account will be distributed to the Member's estate by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(iv) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, the Cash Value of Assets in the Member's Account will be made to the surviving spouse's estate.

(d) Definitions: For purposes of this Paragraph X, the following terms shall have the following meanings:

(i) Designated beneficiary. The individual who is designated as the beneficiary under Paragraph XXIV of the Plan and is the designated beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9), of Treasury Regulations.

(ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under this Section of the Plan. The required minimum distribution for the Member's first Distribution Calendar Year will be made on or before the Member's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the

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required minimum distribution for the Distribution Calendar Year in which the Member's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(iii) Life expectancy. Life expectancy is computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(iv) Member's Account Balance. The Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(v) Required Beginning Date. April 1 of the calendar year following the later of: (1) the calendar year in which the Employee attains RMD Age ~~age 70½~~ or (2) the calendar year in which the Employee retires, except as provided in Code Section 409(d), in the case of an Employee who is a five percent owner (as defined in Code Section 416) with respect to the Plan Year ending in the calendar year in which the Employee attains RMD Age ~~age 70½~~.

4. **Miscellaneous**

(a) Unpaid Loans. For purposes of any distribution of assets in a Member's Account pursuant to this Paragraph X, the Cash Value of Assets in the Member's Account shall be reduced by the balance of any loan made to such Member as provided in Paragraph XI hereof and interest thereon that is unpaid at the effective date of such distribution.

(b) Ford Stock Fund Shares. Subject to the provisions of Paragraph XVII hereof, and subject to such regulations as the Committee from time to time may prescribe, a Member receiving a distribution pursuant to this Paragraph X may direct the Trustee to make

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distribution of the Cash Value of Assets in such Member's Ford Stock Fund account in the form of whole shares of Company stock and cash for any fraction of a share, such distribution to be at a price per share equal to the current market value of Company stock on the effective date of the distribution. The Member so directing the Trustee shall pay all applicable transfer taxes incident to the distribution of such shares by the Trustee, and the amount thereof may be deducted from the payment made by the Trustee to the Member.

(c) Qualified Domestic Relations Order. Assets held for the benefit of an alternate payee pursuant to a qualified domestic relations order as defined by Code Section 414(p) and Section 206(d) of ERISA shall be distributed prior to the date on which assets would be distributed to a Member if such order so requires, provided that such order requires distribution of all assets held for the benefit of such alternate payee.

(d) Missing Member or Beneficiary. In the event that distribution to a Member or the Member's beneficiary or beneficiaries cannot be made because the identity or location of such Member or such beneficiary or beneficiaries cannot be determined after reasonable efforts, and if the assets in such Member's Account for that reason remain undistributed for a period of one year, the Committee may direct that the assets in such Member's Account shall be forfeited and all liability for the payment thereof shall terminate provided, however, that in the event that the identity or location of the Member or beneficiary is subsequently determined, the value of the assets in such Member's Account at the date of forfeiture shall be paid by the Company to such person in a single sum. The value of the assets so forfeited shall be applied, as soon as practicable, to reimburse the Company for its expense in administering the Plan. For such purposes, the value of the assets in such Member's Account shall be determined as of the date of the forfeiture.

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5. **Rollovers**

Notwithstanding any provision of the P.an to the contrary that would otherwise limit a Member's election under this part, a Member may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan ("direct rollover") specified by the Member. An eligible retirement plan has the meaning given such term by Code Section 402(c)(8)(B) and as more fully described below in Subsection (b) below, except that a qualified trust shall be considered an eligible retirement plan only if it is a defined contribution plan, the terms of which permit the acceptance of rollover distributions. A direct rollover of a distribution of amounts from a Roth Contribution Account or of Roth Catch-Up Contributions under the Plan will only be made to another Roth account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

In addition to the Member, the Member's spouse, or a former spouse who is an alternate payee under a Qualified Domestic Relations Order as defined in Code Section 414(p), may elect a rollover with regard to the interest of such spouse or former spouse. The elections described herein shall also apply to a Member's non-spouse designated beneficiary under the Plan with respect to specific eligible retirement plans described herein.

(a) Eligible Rollover Distribution. An eligible rollover distribution is any withdrawal or distribution of all or any portion of the balance to the credit of the Member in a qualified trust as defined in Code Section 402(c)(8), including After-Tax Contributions, except that such after-tax portion may be rolled over directly only to an individual retirement account or annuity described in Code Section 408(a) or (b) (other than an endowment contract), or to a qualified trust described in Code Section 401(a), an annuity plan described in or 403(a), or to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion which is not so includible. An eligible rollover distribution does not include:

(i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or

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life expectancy) of the Member or the joint lives (joint life expectancies) of the Member's designated beneficiary, or for a period of ten (10) years or more,

(ii) A distribution required to be made to a Member who has attained RMD Ageage ~~70½~~ to satisfy the minimum distribution requirements of Code Section 401(a)(9),

(iii) ~~Effective for calendar years beginning January 1, 1999, a~~An eligible rollover distribution described in Code Section 402(c)(4), which the Member can elect to roll over to another plan pursuant to Code Section 401(a)(31), excludes hardship withdrawals as defined in Code Section 401(k)(2)(B)(i)(IV), which are attributable to the Member's elective contributions under Treasury Regulations Section 1.401(k)-1(d)(2)(ii), or

(iv) ~~Effective January 1, 2002, a~~Any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Member may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

Any transfer shall be subject to such regulations as the Committee from time to time may prescribe. The Member shall designate the IRA or other employer's plan to which assets are to be transferred and transfer shall be made subject to acceptance by the transferee plan or IRA.

(b) Eligible Retirement Plan. An eligible retirement plan shall also include an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), an individual retirement account described in Code Section 408A, a qualified plan described in Code Section 401(a), an annuity contract described in Code Section 403(b), an annuity plan described in Code Section 403(a) and an eligible deferred compensation plan described in Code Section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that accepts the Member's eligible rollover distribution and which agrees to separately account for amounts transferred into such plan from this Plan.

With regard to rollovers to a non-spouse beneficiary on and after January 1, 2010, an eligible retirement plan shall mean an individual retirement account or annuity described in Code Sections 408(a), 408(b), and 408A ("IRA") established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 (as modified by Notice 2009-82) and 18.

6. **Roth Conversions**

Effective January 8, 2019, a Member may elect, at the time and in the manner prescribed by the Committee, to have eligible assets in their Account not presently within their Roth Contribution Account converted into their Roth Contribution Account, in accordance with Code Section 402A(c)(4). The Member will be responsible for paying any applicable taxes as a result of the conversion.

7. **Active Employees who attained RMD Ageage ~~70½~~ prior to January 1, 1997**

Distributions to active Employees who attained **RMD Ageage** ~~**70½**~~ prior to January 1, 1997 shall be continued in accordance with the provisions of the Plan and the Internal Revenue Code as in effect prior to January 1, 1997 unless such active employees elect to have such distributions discontinued effective beginning with distributions that would otherwise be required to be made for the 1997 Plan Year.

8. **Minors and Incompetents**

(a) In the event a court of competent jurisdiction determines that any person to whom any payment is payable under the Plan lacks the capacity to handle such person's own affairs because of illness, accident, or other infirmity or personal circumstance, any payment due may be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such payments on behalf of such person, unless prohibited by ERISA or the Code, or a prior claim for such payment has been made by a duly appointed guardian, committee or other legal representative.

(b) In the event the person to whom any payment is payable under the Plan is a minor, distributions may be made

to parties deemed appropriate under any Uniform Transfer to Minors Act.

Any such payment to any person or party described herein shall, to the extent thereof, discharge all of the liabilities of the Company and each other fiduciary with respect to the Plan.

9. 2020 Required Minimum Distributions

In accordance with this Paragraph X, required minimum distributions were paid to participants and beneficiaries who were required to receive a required minimum distribution prior to April 1, 2020 for 2019. Notwithstanding anything to the contrary in Paragraph X, in accordance with Code Section 401(a)(9)(I), a participant or beneficiary who otherwise would have been required to receive a required minimum distribution for 2020 will not receive such distribution. Direct rollovers will be permitted only for distributions that would be eligible rollover distributions in the absence of Code Section 401(a)(9)(I). This is effective as of January 1, 2020.

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XII. Withdrawal of Assets

1. Except as provided for in this Paragraph XII herein, prior to termination of employment a Member shall not be permitted to withdraw all or any portion of the Cash Value of Assets in the Member's Account; provided, however, that with the exception of Retirement Contributions and Earnings thereon, such withdrawal shall be permitted:

   (a) At any time after the Member shall have attained age 59½ in either a lump-sum, partial or systematic withdrawal of the Cash Value of Assets in such Member's Account in monthly, quarterly, semi-annual or annual installments over such period of time as the Member shall specify, as provided in Subparagraph 2 hereof for Members who have terminated employment, or

   (b) Prior to attaining age 59½, if the withdrawal

      (i) Is made on account of an immediate and heavy financial need of the Member, and

      (ii) Is necessary to satisfy such financial need.

   Supplemental Contributions are available for withdrawal under Subparagraph (a). Such Contributions are not available for withdrawal under Subparagraph (b).

   At any time or from time to time prior to termination of employment, a Member may withdraw all or part of the Cash Value of Assets in the Member's After-Tax Contribution Account that are attributable to the Member's After-Tax Contributions and any after-tax rollover Contributions and Earnings thereon.

2. At any time after the Member shall have terminated employment, a Member may elect to withdraw all or part of the Cash Value of Assets in such Member's Account as the Member may specify. In addition, a Member may elect to make a systematic withdrawal of the Cash Value of Assets in such Member's Account in monthly, quarterly, semi-annual or annual installments over such period of time as the Member shall specify, subject to the following:

   (a) Each such installment shall be paid in an amount equal to the Cash Value of Assets in such Member's Account at the effective date of each such installment multiplied by a fraction the numerator of which is one and the denominator of which is the number of installments remaining in the period specified by the Member. The cash value of each such installment in a systematic withdrawal shall be withdrawn proportionately from each of the investments which the

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Member has elected under the Plan at the effective date of each such installment. For purposes of this Subparagraph 2, the term "effective date" shall mean the date an installment is debited from a Member's Account.

(b) At any time during which the Member is receiving a systematic withdrawal, the Member shall be entitled to also make a lump-sum or partial withdrawal.

(c) Except as otherwise provided in Paragraph X, Subparagraph 1, systematic withdrawals shall be paid continuously until the earlier of (i) the end of the time period elected by the Member, (ii) a new election with a different time period is elected by the Member, or (iii) the date on which the Member has received the full Cash Value of Assets in the Member's Account.

Such systematic withdrawals shall be subject to such further requirements as the Committee shall specify.

In the event that the systematic withdrawals specified by the Member do not meet the minimum distribution requirements beginning at **RMD Ageage ~~70½~~** under Code Section 401(a)(9) as specified in Paragraph X, then such additional amounts shall be distributed in accordance with the provisions of Paragraph X as necessary to satisfy such minimum distribution requirements.

A Member who has elected a systematic withdrawal as provided for under Subparagraph 1(a) above may elect to cease such withdrawals at any time prior to termination and subsequent attainment of **RMD Ageage ~~70½~~**.

Notwithstanding the foregoing provisions of this Paragraph 2, in the case of a Member who terminates employment with the Company, a Subsidiary or Affiliate, begins a systematic withdrawal, and returns to employment with the Company or an Affiliated Employer prior to the attainment of age 59½, such withdrawals shall automatically cease.

3. Subject to the provisions of Paragraph XVII hereof, and subject to such regulations as the Committee from time to time may prescribe, a Member requesting any such withdrawal (other than a withdrawal due to a financial hardship), may direct the Trustee to make distribution of assets in such Member's Ford Stock Fund account in the form of whole shares of Company stock, and in cash for any fractional share, such distribution to be at a price per share equal to the current market value of Company stock on the effective date of the withdrawal. The Member so directing the Trustee shall pay all applicable transfer taxes incident to the distribution of such shares by the Trustee,

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and the amount thereof may be deducted from the payment made by the Trustee to the Member.

4. A Member who would otherwise request a withdrawal may elect to have the Trustee transfer directly all or part of the assets included in the withdrawal as described under "Rollovers" in Paragraph X, Subparagraph 5.

5. An immediate and heavy financial need shall be deemed to exist if the requirements of Treasury Regulation Section 1.401(k)-1(d)(3)~~(iii)(B)~~ are met or if an expense of $500 or more is approved by the Committee as constituting an immediate and heavy financial need. A withdrawal will be deemed necessary to satisfy such financial need if the requirements of Treasury Regulation Sections 1.401(k)-1(d)(3)~~(iv)(A) and 1.401(k)-1(d)(3)(iv)(E)~~ are met, including:

(a) The withdrawal is not in excess of the immediate and heavy financial need but can be grossed up in accordance with applicable regulations,

(b) The Member has no other distribution or non-taxable loan privileges available from any plan maintained by the Company or its subsidiaries, and

(c) Any withdrawal on account of financial hardship cannot exceed the sum total of:

(i) Pre-Tax Contributions and Roth Contributions made to the Account of the Member (exclusive of Earnings thereon after December 31, 1988), and

(ii) Pre-Tax Catch-Up Contributions and Roth Catch-Up Contributions (exclusive of Earnings thereon), and

(iii) Pre-tax rollover contributions.

Any such withdrawal of assets shall be made as of the date specified by the Committee or the third party plan administrator in its determination of the existence of a financial hardship. The assets so withdrawn shall be delivered to the Member as soon as practicable after the effective date of the withdrawal.

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XIV. Member's Quarterly Statement

As soon as practicable after the end of each calendar quarter of each year, there shall be furnished to each Member a statement as of the end of each such quarter of such year of the cash value of each of the investments in the Member's Account, the Contributions made on behalf of such Member during the preceding calendar quarter, the investment elections with respect to such Contributions, **a lifetime income illustration at least annually (per the requirements of Section 3 of the SECURE Act of 2019)**, and such additional information as the Committee shall determine and as prescribed under applicable regulations.

Such statements shall be deemed to have been accepted by the Member and the Member's beneficiaries designated hereunder as correct unless written notice to the contrary shall be received as the Company shall specify on such statement within 30 days after the mailing of such statement to the Member.

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XV. Notices, etc.

All notices, statements and other communications from the Trustee or a Participating Company to an Employee, Member or designated beneficiary required or permitted hereunder shall be deemed to have been duly given, furnished, delivered or transmitted, as the case may be, when electronically delivered to (or when mailed by first-class mail, postage prepaid and addressed to) the Employee, Member or beneficiary at the Member's address last appearing in the personnel records of such Participating Company or third party plan administrator (as appropriate); and in the case of an Employee, delivered to the Employee at the Employee's normal work station.

All notices, instructions and other communications from an Employee or Member to the Company or Trustee required or permitted hereunder (including, without limitation, authorizations, contribution elections and terminations thereof, investment and other elections, requests for withdrawal or loans and designations of beneficiaries and revocations and changes thereof) shall be made in such form and such manner from time to time prescribed therefore by the Committee.

From time to time as necessary to facilitate the administration of the Plan and the trust created thereunder, the Company, the Trustee and the Committee shall deliver to each other copies or consolidations of such notices, instructions or other communications in respect of the Plan or such trust as it may receive from Employees, Members or beneficiaries.

No provision of this Plan shall be interpreted as prohibiting that such notice, consent or communication be provided by electronic or paperless methods in a manner consistent with the Electronic Signature Act (or subsequent federal law or regulations thereunder) and in a manner consistent with regulations or other guidance published by the Internal Revenue Service and the Department of Labor.

The Company claims an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act for the Ford Motor Company Defined Contribution Master Trust, of which the TESPHE is a plan. Therefore, it is not subject to registration or regulation as a pool operator under the Commodity Exchange Act.

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XX. Operation and Administration

1. **General**

Pursuant to ERISA, the Company shall be the sole named fiduciary with respect to the Plan and shall have authority to control and manage the operation and administration of the Plan.

The Chief Human Resources Officer **(or functional equivalent)**, the Chief Financial Officer **(or functional equivalent)**, and the ~~Chief Administrative Officer and~~ General Counsel **(or functional equivalent)** shall have the authority, on behalf of the Company, to appoint and remove trustees under the Plan, to approve policies relating to the allocation of Company Contributions and the distribution of assets among trustees, and to approve Plan amendments, subject to the Agreement, other than Plan amendments relating to the offering of Company stock as an investment election which amendments shall be made by the Board of Directors.

The Treasurer shall be authorized on behalf of the Company to contract and enter into ancillary agreements with the trustees and investment managers under the Plan (except as otherwise provided in Paragraph XX as to the Ford Stock Fund) and to determine the form and terms of the trust agreements, investment manager agreements, and agreements ancillary thereto, to allocate Company Contributions and distribute assets among trustees and investment managers, and shall have authority to designate other persons to carry out specific responsibilities in connection therewith; provided, however, that such actions shall be consistent with ERISA, the policy of the Board of Directors and officers designated in the preceding subparagraph and the Plan.

Except as otherwise provided in this Paragraph XX or elsewhere in the Plan, the Chief Human Resources Officer **(or functional equivalent)** and the Chief Financial Officer **(or functional equivalent)** are designated to carry out the Company's responsibilities with respect to the Plan, including, without limitation, appointment and removal of service providers used in connection with the administration of the Plan, and determination of prior service for eligibility purposes under the Plan in the event of acquisition by a Participating Company (by purchase, merger, or otherwise) of all or part of the assets of another corporation.

Any Company director, officer or employee who shall have been expressly designated pursuant to the Plan to carry out

specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Plan and may employ one or more persons to render advice with regard to any responsibilities such person has under the Plan. In the event of a change in the designated employee's or officer's title, the person (employee, employees, officer or officers) with functional responsibility for the Plan shall have the authority to the extent described in this Paragraph.

The officers with responsibility for the Plan may allocate responsibilities between themselves and shall have authority to designate other persons to carry out specific responsibilities on behalf of the Company in connection therewith; provided, however, that such actions shall be in writing and consistent with ERISA, the policy of the Board of Directors and the Plan.

2. **Investment Review**

(a) **Investment Process Oversight Committee**

The Company established the Investment Process Oversight Committee ("IPOC"). The members of the IPOC shall be the Assistant Treasurer, Associate General Counsel and Secretary, and the Director, Compensation and Benefits Office. There are no alternates. The IPOC shall meet at least quarterly to review the investment options and to consider any recommendations from the Investment Process Committee ("IPC"). Any member of the IPOC may request to meet more frequently. The IPOC shall appoint a secretary, which does not have to be an IPOC member. Any action taken pursuant to this Article XX by the IPOC shall be by unanimous consent, with or without a meeting. Each member of the IPOC shall execute their respective roles and responsibilities under the Plan for the sole benefit of Members and their beneficiaries. The IPOC shall have the sole power to approve any changes in the Additional Funds listed in Appendix A. The IPOC shall take action with respect to the Ford Stock Fund, Global Equity Index Fund, Bond Index Fund and Interest Income Fund only to the extent required by ERISA.

(b) **Investment Process Committee**

The Company established the Investment Process Committee ("IPC"). The members of the IPC shall be the Director, Financial Strategy, Director, Pension Assets and Director, Retirement Plans. Each member of the IPC shall have an alternate designated by such member. In

the event a member of the IPC is absent from a meeting, the member's alternate may attend, and when in attendance, shall exercise the powers and perform the duties of such member. The IPC shall appoint a chair for the purpose of conducting the meetings. The IPC shall appoint its own secretary, who does not have to be an IPC member, and shall act by unanimous consent of its members, with or without a meeting. Minutes of the meeting recorded by the IPC secretary shall be distributed to the IPOC within 10 business days of the IPC meeting. Each member of the IPC shall execute their respective roles and responsibilities under the Plan for the sole benefit of Members and their beneficiaries.

The IPC shall recommend an Investment Policy Statement ("IPS") (that includes the investment process guidelines) to the IPOC for their approval with respect to the Additional Funds. Such guidelines shall include but not be limited to:

(i) The types of investment options to be offered under the Plan, with due regard to the risk and return characteristics of such options and the need to offer a reasonable array of such risk and return alternatives,

(ii) The individual investment options to be offered under the Plan, consistent with the range of risk and return characteristics deemed appropriate,

(iii) Criteria for the selection of individual investment options for inclusion in the Plan,

(iv) Procedures for reviewing the performance of investment options offered under the Plan, and

(v) Criteria mandating the removal of investment options from availability under the Plan.

After the IPS has been approved by the IPOC, the IPC shall meet at least annually to review the IPS for continuing propriety and to recommend changes that the IPC deems appropriate for approval by the IPOC. The IPC will meet at least quarterly to review the performance and fees of investment options pursuant to the criteria regarding the removal of investment options from availability under the Plan.

The IPC shall recommend to the IPOC, for their approval, any changes to the IPS that the IPC deems appropriate. If changes to the investment options are recommended, the IPC shall propose additional options,

the deletion of options, and, if appropriate, the replacement of options to the IPOC for approval. The IPC has no independent power to add, delete or otherwise change investment options offered under the Plan and is solely advisory to the IPOC.

In the event that there are exigent circumstances that may affect, directly or indirectly, any of the investment options offered under the Plan or the investment managers (for example, commencement of an investigation by a national or state governmental regulatory authority of a fund provider to determine whether or not there was a material violation of applicable federal or state securities laws), any member of the IPC may call for an immediate meeting to determine an appropriate course of action.

The IPC shall review and shall take action with respect to the Ford Stock Fund, Global Equity Index Fund, Bond Index Fund and Interest Income Fund only to the extent required by ERISA.

Notwithstanding anything herein contained to the contrary, the IPC shall have full and exclusive power and authority to appoint, modify or terminate the appointment of an investment manager, independent fiduciary, or any other similar person, with respect to the Ford Stock Fund ("Ford Stock Fund Manager"), upon such terms and conditions as are acceptable to the IPC. Upon such an appointment, the IPC shall have no further oversight responsibility with respect to the Ford Stock Fund except the duty to monitor the performance of the Ford Stock Fund Manager.

The Ford Stock Fund Manager shall acknowledge that it is an investment manager and will be acting with respect to the Plan as a fiduciary within the meaning of Section 3(21)(A) of ERISA and an investment manager within the meaning of Section 3(38) of ERISA with respect to the Ford Stock Fund. In such capacity, the Ford Stock Fund Manager will exercise independent discretionary judgment in the performance of its obligations under any investment manager agreement in accordance with the fiduciary requirements set forth in Part 4 of Subtitle B of Title 1 of ERISA.

To the extent that the IPC or the IPOC have been delegated authority under any of the Company's other defined contribution plans comparable to the authority set forth in this Section 2, the IPC or the IPOC may act jointly on behalf of such other plans while

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carrying out the IPC and IPOC responsibilities set forth in this Paragraph XX with respect to the Plan.

In the event that the IPC appoints a Ford Stock Fund Manager, the IPOC shall not have any further oversight responsibility with respect to the Ford Stock Fund, including but not limited to the selection of the Ford Stock Fund Manager or the terms and conditions of the engagement and, while the appointment remains in effect, shall have no duty to monitor the performance of the Ford Stock Fund Manager. The Board of Directors shall not have any responsibility or authority with respect to oversight of the Ford Stock Fund, or the selection, terms and conditions, or monitoring of the Ford Stock Fund Manager; provided, however, that nothing herein contained should be construed to remove from the Board of Directors the exclusive authority under Subparagraph 1 of Paragraph XX hereof to amend the Plan to remove Company stock as an investment election under the Plan.

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XXI. Termination, Suspension and Modification

The Company, by action of its Board of Directors, or officers designated under Paragraph XX hereof, may terminate or modify the Plan or suspend the operation of any provision of the Plan, as follows:

1. The Company may, at any time or from time to time, terminate the Plan in whole or in part, modify the Plan, merge or consolidate the Plan with another plan, transfer plan assets or liabilities to another plan, or completely discontinue contributions to the Plan, in its entirety or in respect of the Employees of one or more of the Participating Companies. The Company may, at any time or from time to time terminate or modify the Plan, or suspend for any period, the operation of any provision thereof in respect of any Employees located in one or more states or countries, if in the judgment of the Committee compliance with the laws of such state or country would involve disproportionate expense and inconvenience to a Participating Company. Any such modification that affects the rights or duties of the Trustee may be made only with the consent of the Trustee. Any such termination, modification or suspension of the Plan may affect Members in the Plan at the time thereof, as well as future Members, but may not affect the rights of a Member as to the continuance of investment, distribution or withdrawal of the Cash Value of Assets in the Account of the Member as of the effective date of such termination, modification or suspension and Earnings thereon; provided, however, that the Company may, in the event of a termination of the Plan, direct the Trustee to distribute the assets in the Accounts of Members in the Plan to such Members. Any termination or modification of the Plan, or suspension of any provision thereof shall be effective as of such date as the Company may determine, but not earlier than the date on which the Company shall give notice of such termination, modification or suspension to the Trustee, and to the Participating Companies any of the Employees of which are affected thereby. This Subparagraph 1 is subject to the provisions of the Agreement.

2. Upon any termination or partial termination of the Plan, or the complete discontinuance of contributions thereunder, within the meaning of Code Sections 411(d)(3)(A) and (B), the Cash Value of Assets in the Account of any affected Member within the meaning of Code Section 411(d)(3) shall be deemed to have vested and shall be non-forfeitable as of the date of such termination, partial termination or complete discontinuance of contributions.

For purposes of this Subparagraph, the determination as to whether there is a termination or partial termination of the Plan or a complete discontinuance of contributions thereunder and the date thereof and as to the Members affected thereby shall be made by the Company provided, however, that such determination shall be in accordance with the applicable provisions of the Code.

3. The provisions of the foregoing Subparagraph 1 notwithstanding, the Company, by action of its Board of Directors, or by action of tThe Chief Human Resources Officer **(or functional equivalent)**, the Chief Financial Officer **(or functional equivalent)**, and ~~Chief Administrative Officer and~~ the General Counsel **(or functional equivalent)**, at any time or from time to time may modify any of the provisions of the Plan in any respect retroactively, if and to the extent necessary or appropriate in the judgment of such officers of the Company to qualify or maintain the Plan and the Trust Fund established thereunder as a plan and trust meeting the requirements of Sections 401(a) and 501(a) of the Code, as now in effect or hereafter amended, or any other applicable provisions of Federal tax laws or other legislation, as now in effect or hereafter amended or adopted, and the regulations thereunder at the time in effect. This Subparagraph 3 is subject to the provisions of the Agreement.

4. Anything herein to the contrary notwithstanding, no such termination or modification of the Plan or suspension of any provision thereof may diminish the Cash Value of Assets in the Account of a Member as of the effective date of such termination, modification or suspension.

5. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Employee, Member, former Employee, former Member, beneficiary or estate eligible under the Plan shall, if the Plan is then terminated, receive a benefit immediately after the merger, consolidation or transfer, which is equal to the benefit the Member would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated.

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XXIV. Designation of Beneficiaries

(1) A Member may file with the Company a written designation of a beneficiary or beneficiaries with respect to all or part of the assets in the Member's Account. In the case of a married Member who dies, the Cash Value of Assets in such Member's Account shall be delivered to such Member's surviving spouse unless the written designation of beneficiary designating a person or persons other than the spouse with respect to all or part of the assets in the Member's Account includes the written consent of the spouse, witnessed by a notary public. A Member, if married, with such written consent of the spouse, may from time to time revoke or change any such designation of beneficiary.

~~(2) In the case of an unmarried Member who does not file a written designation of beneficiary, such Member shall be deemed to have designated as beneficiary or beneficiaries under the Plan the person or persons who are entitled in the event of the Member's death to receive the proceeds under the Company's Group Life and Disability Insurance Program if the Member is covered under such Program at the date of the Member's death.~~

(2) In the event of the death of a Member, the Cash Value of Assets in the Member's Account under the Plan shall be delivered to, as applicable, such spouse or beneficiaries who shall survive the Member, in accordance with the applicable designation (to the extent effective and enforceable at the time of the Member's death) and the provisions of the Plan, subject to such regulations as the Committee from time to time may prescribe in respect of distributions to minors; provided, however, that if the Trustee or the Committee shall be in doubt as to the right of any such person to receive any of the Cash Value of Assets, the Trustee may deliver the same to the estate of the Member, in which case the Trustee, the several Participating Companies and the Committee and the several members thereof and alternates for members shall not be under any further liability to anyone. Except as herein above provided, in the event of the death of a Member, the Cash Value of Assets in the Member's Account under the Plan shall be delivered to the Member's estate.

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XXVIII. Claim and Appeal Procedure

1. **Denial of a Claim for Benefits or Participation**

A claimant shall make a claim for benefits or participation by making a request in accordance with the Plan. Unless a different period of limitation is specifically provided under ERISA, the claim must be submitted by the claimant within twelve months after the date of the last action that gave rise to the claim. If a claim for benefits or participation is denied in whole or in part, the claimant will receive written notification from the third party plan administrator within ninety (90) days from the date the claim for benefits or participation is received. Such notice shall be deemed given upon mailing, full postage prepaid in the United States mail or if provided electronically to the claimant. Any actual denial of a claim under this Plan shall be written and set forth in a manner calculated to be understood by the claimant. The denial of claim shall include:

(a) The specific reason or reasons for the denial,

(b) Specific reference to pertinent Plan provisions on which the denial is based along with a copy of such Plan provisions or a statement that one will be furnished at no charge upon the claimant's request,

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

(d) Appropriate information as to the steps to be taken if the claimant wishes to submit a claim for review, along with a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If the third party plan administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination.

2. **Review of Denial of the Claim for Benefits or Participation**

In the event that the third party plan administrator denies a claim, a claimant may:

(a) Request a review upon appeal by written application to the Board of Appeals described in this Paragraph XXVIII, Subparagraph (2),

(b) Review pertinent documents, and

(c) Submit issues and comments in writing.

A claimant must request a review upon an appeal of the denial of the claim by the third party plan administrator under this Plan within sixty (60) days after the date of the written notification of denial of the claim.

There shall be established a Board of Appeals, composed of six (6) members, three (3) appointed by the Company (hereinafter referred to as the Company members) and three (3) appointed by the National Ford Director of the Union (hereinafter referred to as Union members). Each member of the Board of Appeals shall have an alternate. In the event a member is absent from a meeting of the Board of Appeals, the alternate may attend and, when in attendance, shall exercise the duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among the members or alternates appointed by it.

No person shall act as a member of the Board of Appeals or as an alternate for such member unless notice of the appointment has been given in writing by the party making the appointment to the other party.

The Board of Appeals shall meet at such times and for such periods for the transaction of necessary business, but not less than semi-annually or as may be mutually agreed by its members.

To constitute a quorum for the transaction of business, the presence of four (4) members of the Board of Appeals shall be required. At all meetings of the Board of Appeals, the member or members present as appointed by the Company shall have in the aggregate a total of one vote to be cast on behalf of the Company and the member or members present as appointed by the Union shall have in the aggregate a total of one vote to be cast on behalf of the Union.

The Company and Union members of the Board of Appeals shall appoint an impartial third person to act as an Impartial Chairperson, who shall vote on the disposition of appeals with respect to which the parties cannot agree. The

Impartial Chairperson shall serve until such time as the member may be requested to resign by three members of the Board of Appeals. In the event that the Company and Union members of the Board of Appeals are unable to agree upon an Impartial Chairperson, the Impartial Umpire under the Collective Bargaining Agreement between the Company and Union then in effect shall make the selection; provided, however, that the Company and Union members may by agreement request such Impartial Umpire to serve as the Impartial Chairperson of the Board of Appeals. The Impartial Chairperson shall be considered a member of the Board of Appeals with respect to matters on which the Impartial Chairperson is to vote.

The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union. The parties shall share the cost of such Impartial Chairperson, if any, equally. The Board of Appeals and any member thereof shall be entitled to rely upon the correctness of any information furnished by the Trustee, the Union or the Company.

Since the Board of Appeals is reviewing the appeal, it will be considered at the Board of Appeals' next regularly scheduled meeting. If it is filed within thirty (30) days of the next meeting, a decision by the Board of Appeals, as appropriate shall be made by the date of the second meeting after receipt of the claimant's request for review. Under special circumstances, an extension of time for processing may be required, in which case a decision shall be rendered by the date of the third meeting. If an extension is required because information is incomplete, the review period will be tolled from date the notice was sent to the date information is received. In the event such an extension is needed, written notice of the extension shall be provided to the claimant prior to the commencement of the extension.

Written notice of a decision will be made not any later than five (5) days after the decision has been made by the Board of Appeals. The decision on review shall be in writing in a manner calculated to be understood by the claimant, and include (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based along with a copy of such Plan provisions or a statement that one will be furnished at no charge upon the claimant's request; (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and (iv) a statement of the claimant's right to bring a civil action

under Section 502(a) of ERISA following an adverse benefit determination on review.

Decisions of the Board of Appeals are final and conclusive and shall bind and may be relied upon by the Member, beneficiary(ies) or the estate or legal representative thereof, the Trustee and all other parties in interest, unless arbitrary and capricious.

3. **Fiduciary Claims**

(a) A claimant may, at such claimant's option, make a claim alleging breach of fiduciary duties by filing a written claim with the Plan Administrator. The claim must specifically set forth the facts concerning the alleged breach and must clearly identify the Plan fiduciary who claimant alleges has committed a fiduciary breach. The claim shall cite the legal basis for the allegation of fiduciary breach and shall set forth the remedy that the claimant requests on behalf of the Plan.

(b) The Plan Administrator shall review the claim and make a determination within ninety (90) days from the date the claim is received. Such notice shall be deemed given upon mailing, full postage prepaid in the United States mail or if provided electronically to the claimant. Any actual denial of a claim shall be written and set forth in a manner calculated to be understood by the claimant. The denial of the claim shall include the elements set forth in Subsection (2) above. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the determination. At the Plan Administrator's discretion, the claim may be referred to the Committee or the ~~Chief Administrative Officer and~~ General Counsel **(or functional equivalent)** for review.

(c) In the event that the Plan Administrator denies a claim, a claimant may (i) request a review upon appeal by written application to the Committee; (ii) review pertinent Plan documents; and (iii) submit issues and comments in writing. A claimant must request a review upon appeal of the denial of the claim by the Plan

Administrator under this Plan within sixty (60) days after the claimant receives written notification of denial of the claim. The appeal will be considered at the Committee's next regularly scheduled meeting. If the appeal is filed within thirty (30) days of the next meeting, a decision by the Committee, as appropriate, shall be made by the second meeting after receipt of the claimant's request for review. Under special circumstances, an extension of time for processing may be required, in which case a decision shall be rendered by the date of the third meeting. If an extension is required because information is incomplete, the review period will be tolled from the date the notice was sent to the date the information is received. In the event such an extension is needed, written notice of the extension shall be provided to the claimant prior to the commencement of the extension. In reviewing the claim, the Committee may retain experts or other independent advisors. In such event, an extension of time for processing may be required but a decision on the appeal shall be made as soon as is reasonably practicable under the circumstances. Written notice of the decision will be made to the claimant not any later than five (5) days after the decision has been made by the Committee. At the Committee's discretion, an appeal from a denial of the claim by the Plan Administrator, or a referral of a claim directly to the Committee by the Plan Administrator, may be referred to the ~~Chief Administrative Officer and~~ General Counsel (or functional equivalent) for review.

(d) When a claim for breach of fiduciary duty, or an appeal from a denial of a fiduciary duty claim under Subsections (3b) and (3c) above, is referred to the ~~Chief Administrative Officer and~~ General Counsel (or functional equivalent), such person shall have full authority and sole discretion to determine the manner in which to discharge such person's responsibility with respect to the review of the claim or the appeal. This includes, but is not limited to, retaining the responsibility to review the claim or appeal, appointing an independent fiduciary, seeking a declaratory judgment in federal court, or seeking review of the claim or appeal by an existing or specially appointed committee of the Board of Directors. The ~~Chief Administrative Officer and~~ General Counsel (or functional equivalent), or any person who is responsible for making the decision with respect to the claim or appeal as determined by the ~~Chief Administrative Officer and~~ General Counsel (or

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functional equivalent) as described above ("Appointee"), may retain experts or other independent advisors in such person's sole discretion with respect to review of the claim or appeal. The claim or appeal shall be reviewed on the basis of the written record submitted by the claimant and the record developed by the Plan Administrator, if any.

(e) A decision shall be made as soon as reasonably practicable under the circumstances. Written notice of the decision will be made to the claimant not any later than five (5) days after the decision has been made. The decision on review shall be in writing in a manner calculated to be understood by claimant, and include (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based along with a copy of such Plan provisions or a statement that one will be furnished at no charge upon the claimant's request; (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, copies of, all documents, records, and other information relevant to the claimant's claim; and (iv) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review.

The Plan Administrator, Committee, the ~~Chief Administrative Officer and~~ General Counsel **(or functional equivalent)** or the Appointees each severally shall have full power and discretion under the Plan to consider Member fiduciary claims.

Decisions of the Committee, the ~~Chief Administrative Officer and~~ General Counsel **(or functional equivalent)** or the Appointees, as the case may be, are final and conclusive and shall bind and may be relied upon by the Members, beneficiary(ies), or the estate or legal representative thereof, the Trustee and all other parties in interest, unless arbitrary and capricious.

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APPENDIX A

ADDITIONAL FUNDS

TARGET-DATE RETIREMENT FUNDS - PASSIVELY MANAGED
BlackRock LifePath® Index Retirement NL Fund
~~**BlackRock LifePath® Index 2020 NL Fund**~~
BlackRock LifePath® Index 2025 NL Fund
BlackRock LifePath® Index 2030 NL Fund
BlackRock LifePath® Index 2035 NL Fund
BlackRock LifePath® Index 2040 NL Fund
BlackRock LifePath® Index 2045 NL Fund
BlackRock LifePath® Index 2050 NL Fund
BlackRock LifePath® Index 2055 NL Fund
BlackRock LifePath® Index 2060 NL Fund
BlackRock LifePath® Index 2065 NL Fund

EQUITY FUNDS - PASSIVELY MANAGED
BlackRock International All Cap Equity Index NL Fund
Vanguard U.S. Small/Mid Cap Index Fund
Vanguard U.S. Large Cap Index Fund

EQUITY FUNDS - ACTIVELY MANAGED
Fidelity Growth Company Fund CP
Neuberger Berman Genesis Fund
T. Rowe Price International Small-Cap Equity Trust

REAL ASSETS - PASSIVELY MANAGED
State Street Real Asset Fund - Class A

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APPENDIX B

PARTICIPATING EMPLOYERS

AS OF DECEMBER 31, 2014

Ford Motor Company

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Legal Services Plan

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SECTION 1 LEGAL SERVICES PLAN FOR HOURLY EMPLOYEES IN THE UNITED STATES

UAW-FORD LEGAL SERVICES PLAN
FOR UAW-REPRESENTED HOURLY EMPLOYEES
OF FORD MOTOR COMPANY
IN THE UNITED STATES

Section 1. Establishment of Plan

The UAW-Ford Legal Services Plan under the 2011 Collective Bargaining Agreement (the "Ford LSP") was terminated effective December 31, 2013. Any application received by December 31, 2013 for covered benefits under the Ford LSP shall be processed in accordance with the terms of the Ford LSP prior to its termination on December 31, 2013 as set forth in the 2011 Collective Bargaining Agreement.

Legal services benefits will be offered during the term of the ~~2019~~2023 Collective Bargaining Agreement through a separate multi-employer plan as described in the Letter of Understanding dated ~~October 30, 2019~~XX/XX/XXXX Subject: Legal Services Plan Benefits included in the ~~2019~~2023 Collective Bargaining Agreement. The UAW-FCA-Ford-General Motors Legal Services Plan sets forth the terms and conditions for receiving such benefits, including the applicable eligibility requirements and legal services available.

Continued in Part 2