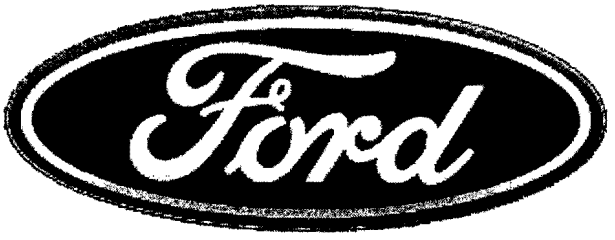
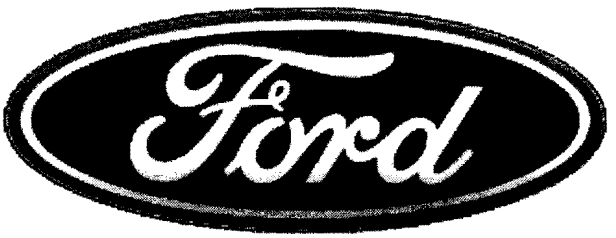
# 2015 UAW - FORD

## Contract Settlement Agreement






# 2015
# UAW-Ford Agreement

## Table of Contents


| Section | Pages |
|---|---|
| Changed Pages Index | |
| Collective Bargaining Agreement | |
| Skilled Trades Supplemental Agreement | |
| Letters of Understanding | |
| Retirement Agreement and Plan | |
| Group Life and Disability Insurance | |
| Insurance Program H-S-M-D-D-V | |
| Supplemental Unemployment Benefit Plan | |
| Profit Sharing | |
| Tax Efficient Savings Plan | |
| Legal Services Plan | |

| Contract Settlement Agreement | |
|---|---|
| **Topic** | **Page #** |
| **Volume I** | |
| **Collective Bargaining Agreement** | 1A |
| Note: Terms of Agreement Volume I | 2A |
| Collective Bargaining Agreement | 3A |
| | |
| **Article II - Union Shop** | |
| Section I. Requirement of Union Membership | 4A |
| | |
| **Article VI - Representation** | |
| Section I. Unit Structure | 5A |
| Section 13. Provisions Applicable to Full-time Representatives | 6A-9A |
| | |
| **Article VIII - Seniority and Related Matters** | |
| Art. VIII Section 33. Military Service; Veterans | 10A-11A |
| | |
| **Article IX - Wages and Other Economic Matters** | |
| Section 1. Wage Rates - General | 12A |
| Section 2. Wage Rate Increases | 13A-16A |
| Section 3. Application of Increases to Spread Rates; Rate Progression Under Merit Increase Agreement | 17A |
| Section 4. Inflation Bonus Lump Sum Payment | 18A |
| Section 10. Sunday Premium | 19A |
| Section 11. Holiday Premium | 20A |
| Section 12. Overtime Premiums - Seven-Day Operations | 21A |
| Section 20. Short-Term Military Duty Pay | 22A |
| Section 22. Paid Holiday Plan | 23A-28A |
| Section 27. Insurance | 29A-31A |
| Section 28. Moving Allowance | 32A-34A |
| | |
| **Article X - Miscellaneous** | |
| Section 9. Equal Application of Agreement | 35A |
| | |
| **Article XI - Duration of the Agreement** | |
| Section 1. Ratification of Agreement | 36A |
| Section 2. Expiration Date | 37A |
| Section 3. Notice to Modify or Terminate; Automatic Renewal | 38A |
| Signature Page | 39A-40A |
| | |
| **Appendix A** | |
| Assignment & Authorization For Checkoff of Membership Dues | 41A |
| | |

| | |
|---|---|
| **Appendix H** | |
| Part A. Right to Decline Certain Overtime Assignments | 42A-49A |
| | |
| **Appendix J** | |
| Memorandum of Understanding Continuous Improvement Forum | 50A-59A |
| Appendix J Exhibit 1 Skilled Trades Operational Effectiveness (Allerton to Settles) | 60A-63A |
| Appendix J Exhibit 2 Work Groups/Teams (Fleming to Settles) | 64A-67A |
| Appendix J Exhibit 2 Attachment A | 68A-88A |
| | |
| **Appendix K** | |
| Memorandum of Understanding Temporary Part-Time Employees | 89A-93A |
| Memorandum of Understanding Temporary Employees | 94A-101A |
| Attachment A - HSM | 102A-103A |
| Attachment A - Life Insurance | 104A |
| Attachment A - Pension & Savings | 105A |
| | |
| **Appendix M** | |
| Memorandum of Understanding Job Security Program (JSP) | 106A-114A |
| | |
| **Appendix N** | |
| Memorandum of Understanding Preferential Placement Arrangements | 115A-127A |
| Attachment A Preferential Placement Zone Alignment<br>Attachment B Multi Plant Employment Locations | 128A-130A |
| Attachment C Placement Hierarchy | 131A-133A |
| | |
| **Appendix O** | |
| Memorandum of Understanding Return to Basic Unit | 134A-136A |
| | |
| **Appendix P** | |
| UAW-Ford Memorandum of Understanding Advanced Manufacturing/Product Intelligence and Sourcing | 137A-146A |
| | |
| **Appendix Q** | |
| UAW-Ford Memorandum of Understanding - "Best-In-Class" Quality Program | 147A-157A |
| | |
| **Appendix S** | |
| UAW-Ford Memorandum of Understanding For The Health And Safety Of Employees | 158A-187A |
| | |
| **Appendix T** | |
| Memorandum of Understanding National Programs Center; Education, Development and Training Program | 188A-197A |

| | |
|---|---|
| **Appendix U** | |
| Memorandum of Understanding Employee Support Services Program | 198A-207A |
| | |
| **Appendix V** | |
| Memorandum of Understanding UAW-Ford In-Progression Wage & Benefit Agreement For Employees Hired On Or After November 19, 2007 | 208A-214A |
| Benefit Plan Agreement Attachment A | 215A-220A |
| | |
| **Appendix W** | |
| Memorandum of Understanding Alternative Work Schedules | 221A-242A |
| | |
| **Skilled Trades Supplemental Agreement** | 1B |
| Note: Skilled Trades Supplemental Agreement | 2B |
| 1. Employees Covered | 3B |
| 8. Ratification of Agreement | 4B-5B |
| Exhibit I Apprenticeship Standards | 6B |
| Exhibit I Article 2. Apprenticeship Eligibility Requirements | 7B-8B |
| Exhibit I Article 9. Wages | 9B-12B |
| Exhibit I Article 10. Related Instruction and School Attendance | 13B-14B |
| Exhibit I Appendices - Shop Training | 15B-29B |
| | |
| **Letters of Understanding** | 1C |
| Note: Terms of Agreement IV | 2C |
| 170 Hour Pay Provisions for Sick Leaves and Layoffs under the Ford-UAW Retirement Plan (Popp to Settles) | 3C |
| 2011 Conversion from Long Term Supplemental (LTS) to Entry Level | 4C |
| 2015 UAW-Ford Collective Bargaining Agreement Wage Increases (Allerton to Settles) | 5C |
| 4 Crew 2 Shift Schedule Alteration (Allerton to Settles) | 6C |
| Additional Health Care Enhancements and Changes (Swartout to Settles) | 7C-9C |
| Administration of Appendix V - Rawsonville, Sterling Axle and Woodhaven Hot Metal Forming Plants (Allerton to Settles) | 10C-12C |
| Administration of Representation Overtime Relative to Varying Operating Patterns (Allerton to Settles) | 13C-14C |
| Administrative Revisions TESPHE (Mezza to Bantom) | 15C |
| Administrative Services Only (ASO) and Self-Insurance (Swartout to Settles) | 16C-17C |
| Alternative Designs and Features for Defined Contribution Plans (Swartout to Settles) | 18C |
| Alternative Work Schedules - Christmas, New Year's Holiday, and Vacation Shutdown Period (Allerton to Settles) | 19C |
| Alternative Work Schedules - Jury Duty (Allerton to Settles) | 20C |
| Alternative Work Schedules - Shift Bumping (Allerton to Settles) | 21C |
| Appendix F (Skilled Trades) Licenses (Allerton to Settles) | 22C-23C |

| | |
|---|---|
| Application of Conversion to Entry Level Program to Former Employees of the Rawsonville and Sterling Plants (Dirksen to Settles) | 24C |
| Apprentice Eligibility Lists (Allerton to Settles) | 25C-27C |
| Apprentice Mentoring Program (Poynter to Bantom) | 28C |
| Apprentice Needs Forecasting Methodology Pilot (Poynter to Bantom) | 29C |
| Apprentice Program Classifications (Allerton to Settles) | 30C-31C |
| Apprentice Selection Procedure - Source of Candidate (Poynter to Bantom) | 32C-34C |
| Apprentice Tool Box and Tool Set (Allerton to Settles) | 35C |
| AWS Implementation - Payroll Systems (Allerton to Settles) | 36C |
| A/Z Plan Ambassador Program Awards (Dirksen to King) | 37C |
| Back Up Time (Hettle to Settles) | 38C |
| Base Hourly Rate Definition Under Certain Circumstances (Swartout to Settles) | 39C |
| Benefits for Long Term Supplemental Employees (Swartout to Settles) | 40C-41C |
| Benefits for Former "Entry Level" Employees Who Transitioned to Regular Employment and Certain Skilled Trades Employees (Swartout to Settles) | 42C-43C |
| Best-In-Class Quality Program (Fleming to Settles) | 44C |
| Call-in-pay - Alternative Work Schedules (Allerton to Settles) | 45C |
| Camshaft Machining Center of Excellence (Dirksen to Settles) | 46C |
| Change to UAW-AAI Plan Interest Rate Look-back Period (Swartout to Settles) | 47C |
| Communications and UAW Ford Digital Media Department (Halverson to Settles) | 48C |
| Community Health Care Initiatives (Swartout to Settles) | 49C-52C |
| Company and Union Information Sharing (Swartout to Settles) | 53C |
| Competitiveness Bonus (Allerton to Settles) | 54C-55C |
| Computer Access (Allerton to Settles) | 56C-58C |
| Computer Access to Change Passwords (Allerton to Settles) | 59C |
| Computer Systems Access for UAW Representatives (Allerton to Settles) | 60C-61C |
| Continued Commitment to Community Service (Halverson to Settles) | 62C |
| Continuous Improvement Principles (Allerton to Settles) | 63C |
| Criteria For Reviewing HMOs (Swartout to Settles) | 64C-70C |
| Dearborn Tool & Die Plant (Dirksen to Settles) | 71C-72C |
| Dearborn Tool & Die Plant (Allerton to Settles) | 73C |
| Deceased Employees (Swartout to Settles) | 74C |
| Definition and Administration of Entry Level Employees (Dirksen to King) | 75C-76C |
| Dental Expense Benefits Program (Swartout to Settles) | 77C-95C |
| Dependent Group Life Insurance - Contributions Structure (Swartout to Settles) | 96C |
| Deployment of Safety Technologies (Allerton to Settles) | 97C |
| Direct Deposit of Hourly Employees' Net Paychecks (Allerton to Settles) | 98C |
| Disability Benefit Communications and Coordination (Swartout to Settles) | 99C-100C |
| Disciplinary Time Off - Pre-Scheduled and Accepted Overtime (Allerton to Settles) | 101C-102C |
| Discount Programs Communication (Allerton to Settles) | 103C |
| Educational Enrichment Courses (Halverson to Settles) | 104C |
| Eligibility of Certain Hourly Employees for Post-Employment Ancillary Benefits (Swartout to Settles) | 105C |

| | |
|---|---|
| Employee Information (Allerton to Settles) | 106C-108C |
| Employee Resource Coordinator (Allerton to Settles) | 109C-112C |
| Employee Tuition Plans – Work-Related Death (Halverson to Settles) | 113C-114C |
| Employment Consideration - Former Temporary Part-Time Employees and Temporary Full-Time Employees (Fish to Lofton) | 115C |
| Enhanced Roles and Responsibilities for Existing FPS Coordinators (Allerton to Settles) | 116C |
| Enhanced Skilled Trades Training (Allerton to Settles) | 117C-118C |
| Enterprise -Wide Offering of Special Retirement/Separation Programs (Allerton to Settles) | 119C |
| Equipment Training Specifications (Cirbes to Gettlefinger) | 120C |
| Evaluation of Clinics (Swartout to Settles) | 121C |
| Excise Tax on High Cost Employer-Sponsored Health Coverages | 122C |
| Exhaustion of SUB Cap (Swartout to Settles) | 123C-124C |
| Extension of B-Plan Eligibility To Hourly Employees and Retirees in Southeastern Michigan (Kramer to Lofton) | 125C |
| Family Days (Allerton to Settles) | 126C-127C |
| Ford Extended Service Plans (Allerton to Settles) | 128C |
| Funding for Skilled Trades Training (Dirksen to Settles) | 129C-130C |
| GIS - Health Care Coverage (Mezza to Gettlefinger) | 131C |
| Health Alliance Plan Study (Popp to Settles) | 132C |
| Health and Safety Continuous Improvement (Allerton to Settles) | 133C-135C |
| Health and Safety - Outside Contractors (Allerton to Settles) | 136C-137C |
| Health and Safety Reward and Recognition (Allerton to Settles) | 138C |
| Health and Safety Training Improvements (Allerton to Settles) | 139C-141C |
| Health and Safety Training Improvements (Dirksen to King) | 142C-144C |
| Health Care Communications Strategy (Swartout to Settles) | 145C-147C |
| Health Promotion Programs (Halverson to Settles) | 148C-150C |
| Hourly Ford Employees Assigned to ACH Locations (Dirksen to Settles) | 151C |
| HSMDDV Administrative Manual (Swartout to Settles) | 152C |
| Implementation of 2007 'Housekeeping" Letter of Understanding at the Research and Engineering Center (Dirksen to Settles) | 153C |
| In-Progression Vehicle Voucher Program (Swartout to Settles) | 154C |
| Indemnity Clause (Settles to Dirksen) | 155C |
| Information Sharing (Allerton to Settles) | 156C-157C |
| Integrated Control Systems (Allerton to Settles) | 158C |
| Integration of SSDIB and Retirement Plan (Swartout to Settles) | 159C-160C |
| Internal Revenue Code Limits on TESPHE (Swartout to Settles) | 161C |
| Introduction of New Timekeeping System (Allerton to Settles) | 162C-163C |
| IRC 436 (Swartout to Settles) | 164C-165C |
| Job Security - Apprentice Forecasting and Development (Allerton to Settles) | 166C-172C |
| Job Security Program(s) - Appeals to the National Committee (Allerton to Settles) | 173C-174C |
| Job Security Program - Commitment to Training (Allerton to Settles) | 175C |
| Job Security Program - GEN Provisions Relating to SUB (Mezza to Gettlefinger) | 176C |

| | |
|---|---|
| Job Security Program - Mechanized Data System Enhancements (Allerton to Settles) | 177C |
| Job Security Program - UAW-Ford Job Security Web Site (Allerton to Settles) | 178C |
| Joint Education Initiative (Halverson to Settles) | 179C-180C |
| Joint Programs Computers (Halverson to Settles) | 181C-182C |
| Joint Study of Health & Safety Performance (Allerton to Settles) | 183C |
| Journeyperson Reskilling (Allerton to Settles) | 184C |
| Layoff of Entry Level Employees (Dirksen to Settles) | 185C |
| Legal Services Plan Benefits (Swartout to Settles) | 186C-189C |
| Local Training Funds (Halverson to Settles) | 190C-192C |
| Long-Term Supplemental Employees (Dirksen to Settles) | 193C-196C |
| Lump Sum Payments to Certain Parties (Swartout to Settles) | 197C-200C |
| Lunch Periods (Allerton to Settles) | 201C |
| Maintenance Work Teams (Allerton to Settles) | 202C-203C |
| Major Launch Overtime Communication (Allerton to Settles) | 204C |
| Master of License (Allerton to Settles) | 205C |
| Medical Leave of Absence (MLA) Integrated with Disability Claim Process (Swartout to Settles) | 206C-207C |
| Medical Leave of Absence - Understandings (Swartout to Settles) | 208C |
| Mental Health and Substance Abuse Claims under the Group Life and Disability Insurance Program (Mezza to King) | 209C |
| Modification to Apprentice Selection Procedure (Allerton to Settles) | 210C-212C |
| Moving Allowance Modifications (Swartout to Settles) | 213C-215C |
| National Attendance Program (Allerton to Settles) | 216C-223C |
| National Heat Stress Program (Allerton to Settles) | 224C |
| NESC PIN Authentication Process (Swartout to Settles) | 225C |
| New Legal Services Plan Assets (Swartout to Settles) | 226C |
| New Procedures Process for Traditional Hourly National Preferred Provider Organization and Blue Preferred Plus PPO Programs Changes (Swartout to Settles) | 227C-228C |
| Notice of State Workers' Compensation Limit (Swartout to Settles) | 229C |
| Notification of ETAP Benefits to a Surviving Spouse ( Tucker to Gettlefinger) | 230C |
| Notification of Intent to Hire Temporary Part-Time (TPT) Employees (Allerton to Settles) | 231C-232C |
| Onsite Flu Shot Program (Swartout to Settles) | 233C |
| Optional Life Insurance Plans - Special Enrollment Periods 2016, 2017, 2018 and 2019 (Swartout to Settles) | 234C-235C |
| Optional Long Term Disability (OLTD) Program (Swartout to Settles) | 236C-237C |
| Outside Contracting (Allerton to Settles) | 238C-247C |
| Overtime Notification (Allerton to Settles) | 248C |
| Pay Adjustments (Allerton to Settles) | 249C-251C |
| Pay Shortages (Allerton to Settles) | 252C |
| Pension Benefits for Certain Participants with Same-Sex Spouses (Swartout to Settles) | 253C-254C |

| | |
|---|---|
| Personal Development Assistance (Halverson to Settles) | 255C |
| Pharmaceutical Company Drug Promotions (Popp to Settles) | 256C |
| Placement on Apprentice Eligibility Lists Following Transfer (Allerton to Settles) | 257C-259C |
| Placement Opportunities for Ford Employees Working at ACH-LLC Locations (Dirksen to Settles) | 260C |
| Plant Closing and Sale Moratorium (Allerton to Settles) | 261C |
| Potential Annuity Forms of Benefit under TESPHE (Swartout to Settles) | 262C |
| Prescription Drug Program Pharmacy Committee - UAW/Ford Drug Coverage Review Process for Employees and Surviving Spouses | 263C-264C |
| Prescription Drug Program Pharmacy Management (Swartout to Settles) | 265C-269C |
| Proactive Ergonomic Surveillance (Allerton to Settles) | 270C |
| Production Standards - Commitment to Training (Allerton to Settles) | 271C |
| Profit Sharing - 2015 Plan Year Acceleration of Partial Payment (Swartout to Settles) | 272C-273C |
| Profit Sharing - 2015 Plan year Payments to Certain Long Term Supplemental Employees (Swartout to Settles) | 274C-275C |
| Profit Sharing Eligibility for Employees on Long Term Military Leave (Swartout to Settles) | 276C-277C |
| Profit Sharing Eligibility for Short-Term Supplemental Employees (STS) (Swartout to Settles) | 278C |
| Profit Sharing--Memorandum of Exceptions to Section 3 (Swartout to Settles) | 279C-280C |
| Provider Billing Practices (Swartout to Settles) | 281C |
| PS & L Safety Representatives (Allerton to Settles) | 282C |
| PS & L Static Rack Inspection (Allerton to Settles) | 283C |
| Quality Procedures for Third Party Suppliers Providing Repair Services (Allerton to Settles) | 284C-285C |
| Quality Systems Access and Data Request (Allerton to Settles) | 286C |
| Recognition of the UAW Chaplaincy Program (Halverson to Settles) | 287C |
| Representation (Allerton to Settles) | 288C-289C |
| Retiree Tuition Assistance Plan (Halverson to Settles) | 290C-291C |
| Return to Basic Unit - Appendix O Administrative Guidelines (Allerton to Settles) | 292C-294C |
| Safe Material Flow (Allerton to Settles) | 295C |
| Safety Standards (Allerton to Settles) | 296C |
| Saline, Sandusky, and Sheldon Road - ACH Employees Transition to Ford upon Sale or Closure (Mulloy to Settles) | 297C-299C |
| Same-Sex Domestic Partner Benefits (Mezza to King) | 300C-304C |
| Same-Sex Domestic Partners --- Family and Medical Leave Act (FMLA) and Bereavement Pay (Allerton to Settles) | 305C |
| Selection and Training - Maintenance General Plant Skilled Classification, Parts Supply and Logistics (Allerton to Settles) | 306C-308C |
| Severe Weather Communications (Allerton to Settles) | 309C |
| Shop Training Appendices (Savoie to Lofton) | 310C |
| Skilled/Nonskilled - Dual Seniority (Allerton to Settles) | 311C |

| | |
|---|---|
| Skilled Trade Rehire Consideration - New Date Of Entry (Allerton to Settles) | 312C |
| Skilled Trades and Closed Plant Basic Unit Clarification (Allerton to Settles) | 313C-314C |
| Skilled Trades Book (Allerton to Settles) | 315C-316C |
| Skilled Trades Classification Consolidation (Allerton to Settles) | 317C-333C |
| Skilled Trades Maintenance Work (Allerton to Settles) | 334C |
| Skilled Trades Versatility and Training (Dirksen to King) | 335C-336C |
| Social Security Disability Insurance Benefits (SSDIB) Filing Procedures and the Group Life and Disability Insurance Program (GL&DI) (Swartout to Settles) | 337C-340C |
| Sourcing - Training (Dirksen to Settles) | 341C |
| Special Conversion from Long Term Supplemental (LTS) to In-Progression (Allerton to Settles) | 342C |
| Special Incentive for Hourly Production Employees Who Voluntarily Convert to Entry Level Employment Status at the Rawsonville and Sterling Plants (Dirksen to Settles) | 343C-344C |
| Special Incentives for Skilled Trades Employees Who Voluntarily Elect to Redeploy to Production Jobs (Dirksen to Settles) | 345C |
| Special Opportunity to Return to Zone of Hire (Allerton to Settles) | 346C-348C |
| Sterling Axle Plant Understandings Regarding Transitioning Non-Skilled Workforce to Entry Level (Dirksen to Settles) | 349C-350C |
| Summary Tracking for Non Full-Time Employees (Allerton to Settles) | 351C |
| Supervisor, Committeeperson, Team Leader, and Labor Relations Representative Early Intervention Training (Halverson to Settles) | 352C-353C |
| Surviving Spouse Benefit Communications (Swartout to Settles) | 354C |
| Tax-Efficient Savings Plan for Hourly Employees ("TESPHE") - Eligible Automatic Enrollment Arrangement (Swartout to Settles) | 355C-356C |
| Tax-Efficient Savings Plan for Hourly Employees ("TESPHE") - Roth 401k Featuring Qualified Reservist Distribution (Popp to Settles) | 357C |
| Telemedicine Benefit Offering (Swartout to Settles) | 358C |
| TESPHE Education for New Hires (Swartout to Settles) | 359C |
| Timekeeping Administration (Swartout to Settles) | 360C |
| Tool Room Effectiveness (Allerton to Settles) | 361C |
| Total Cost (Allerton to Settles) | 362C-365C |
| Traditional Plan PPO Network (Swartout to Settles) | 366C-370C |
| Transition of Same-Sex Domestic Partner Benefits (Swartout to Settles) | 371C-376C |
| UAW-AAI Retirement Plan Benefits (Swartout to Settles) | 377C |
| UAW-Ford Collective Bargaining Agreement Training Program (Halverson to Settles) | 378C |
| UAW-Ford Community Engagement Scholarship for Dependent Children (Halverson to Settles) | 379C-380C |
| UAW-Ford Joint Diversity and Inclusion Committees - National and Local (Dirksen to Settles) | 381C-386C |
| UAW-Ford Joint Equality and Diversity Committees - National and Local (Halverson to Settles) | 387C |
| UAW-Ford Scholarship Program for Dependent Children (Halverson to King) | 388C-389C |
| UAW-Ford Technical Training Center (TTC) (Allerton to Settles) | 390C |

| | |
|---|---|
| Understanding of the New Legal Services Plan (Swartout to Settles) | 391C-392C |
| Understanding Regarding Placement of Remaining Surplus Janitors at the Research and Engineering Center (Allerton to Settles) | 393C |
| Union Review of Tax-Efficient Savings Plan for Hourly Employees (TESPHE) (Swartout to Settles) | 394C-395C |
| Up Front Lump Sum Payment (Swartout to Settles) | 396C-397C |
| Uplift of ZF Batavia UAW Pension Plan Benefits (Mezza to King) | 398C |
| U.S. Armed Forces Reserves, United Nations or National Guard Missions Abroad (Allerton to Settles) | 399C |
| Voluntary Political Contributions (Swartout to Settles) | 400C-402C |
| Warehouse Work Competitiveness (Allerton to Settles) | 403C-404C |
| Wellness Program (Swartout to Settles) | 405C |
| Woodhaven Hot Metal Forming Plant (Allerton to Settles) | 406C |
| Work Allocations in Assembly Plants - Workload Rebalance (Allerton to Settles) | 407C |
| Work-day Preceding Vacation Shutdown and Selected Holidays (Allerton to Settles) | 408C |
| Work Group/Team Meeting Requests (Allerton to Settles) | 409C |
| Working On A Holiday/Excused Absence Allowance Conversion Option (Allerton to Settles) | 410C |
| Zone 4 Staffing Needs (Allerton to Settles) | 411C |
| | |
| **Volume II** | |
| **Retirement Agreement and Plan** | 1D |
| Note: Terms of Agreement - Retirement Agreement | 2D |
| Retirement Plan Agreement Concerning Retirement Plan and Retirement Plan | 3D |
| Retirement Plan (Part A) Agreement Concerning Retirement Plan | 4D-10D |
| Retirement Plan (Part B) Article I. Definitions | 11D-15D |
| Retirement Plan (Part B) Article III. Service Credits; Section 3. Future Service (a) - (n) | 16D-24D |
| Retirement Plan (Part B) Article III. Service Credits; Section 10. - Section 16. | 25D-27D |
| Retirement Plan (Part B) Article IV. Retirement; Section 3. Total and Permanent Disability Retirement | 28D-30D |
| Retirement Plan (Part B) Article IV. Retirement; Section 7. Survivor's Benefits (d) - (h) | 31D-34D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 1. Normal Retirement Benefits | 35D-36D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 2. Early Retirement Benefit | 37D-43D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 3. Disability Retirement Benefit | 44D-46D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 4. Deferred Vested Pension Benefit | 47D-48D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 5. Survivor's Benefits | 49D-57D |

| | |
|---|---|
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 6. Payment of Small Amounts | 58D-59D |
| Retirement Plan (Part B) Article V. Retirement Benefits; Section 7. Commencement of Benefit Payments (a-c) | 60D-63D |
| Retirement Plan (Part B) Article V. Retirement Benefits Section 11. Nonalienation of Benefits | 64D-65D |
| Retirement Plan (Part B) Article V. Retirement Benefits Section 21. Accrued Pension Benefits - 25. Funding-Based Limits on Benefits and Benefit Accruals | 66D-79D |
| Retirement Plan (Part B) Article VI. Supplemental Allowance Section 2. Amount of Supplemental Allowance | 80D-83D |
| Retirement Plan (Part B) Article VII. Board of Administration Section 4. Powers | 84D-90D |
| Retirement Plan (Part B) Article VII. Board of Administration Section 9. Actuarial and Pension Fund Information | 91D-94D |
| Retirement Plan (Part B) Article XVII. Employees of Rouge Steel Company Section 1. Continuing Rouge Employee Benefits for Pre-Asset Transfer Credited Service | 95D-96D |
| Retirement Plan (Part B) Article XXII. Optional Forms of Survivorship Coverage - Section 1. Optional 100% Surviving Beneficiary Benefit; Section 2. Qualified Optional 75% Surviving Beneficiary Benefit; Section 3. Optional 50% Surviving Beneficiary Benefit | 97D-99D |
| Retirement Plan (Part C) Personal Retirement Plan Table of Contents | 100D |
| Retirement Plan (Part C) Personal Retirement Plan Preamble | 101D-102D |
| Retirement Plan (Part C) Personal Retirement Plan Article I. Definitions | 103D-105D |
| Retirement Plan (Part C) Personal Retirement Plan Article I. Definitions (cont) | 106D-109D |
| Retirement Plan (Part C) Personal Retirement Plan Article I. Definitions (cont) | 110D-111D |
| Retirement Plan (Part C) Personal Retirement Plan Article I. Definitions (cont) | 112D-113D |
| Retirement Plan (Part C) Personal Retirement Plan Article I. Definitions (cont) | 114D |
| Retirement Plan (Part C) Personal Retirement Plan Article II. Coverage | 115D-118D |
| Retirement Plan (Part C) Personal Retirement Plan Article III. Amount of Retirement Benefit 3.1 (a - b) | 119D-120D |
| Retirement Plan (Part C) Personal Retirement Plan Article III. Amount of Retirement Benefit Section 3.2 (a - d) | 121D-124D |
| Retirement Plan (Part C) Personal Retirement Plan Article III. Amount of Retirement Benefit Section 3.2 (e - g ) | 125D-129D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.1 | 130D-131D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.2 | 132D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.3 | 133D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.4 | 134D-135D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.5 | 136D-137D |

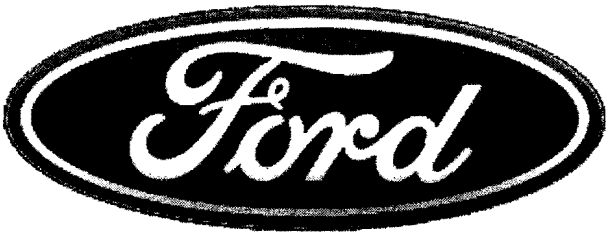
| | |
|---|---|
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.7 | 139D |
| Retirement Plan (Part C) Personal Retirement Plan Article IV. Benefit Payments Section 4.8 | 140D |
| Retirement Plan (Part C) Personal Retirement Plan Article V. Benefit Restriction Section 5.1 | 141D-142D |
| Retirement Plan (Part C) Personal Retirement Plan Article V. Benefit Restriction Section 5.2 | 143D-145D |
| Retirement Plan (Part C) Personal Retirement Plan Article V. Benefit Restriction Section 5.3 | 145D |
| Retirement Plan (Part C) Personal Retirement Plan Article VI. Board of Administration | 146D |
| Retirement Plan (Part C) Personal Retirement Plan Article VII. Pension Fund | 147D |
| Retirement Plan (Part C) Personal Retirement Plan Article VIII. Modification or Discontinuance Section 8.1 | 148D |
| Retirement Plan (Part C) Personal Retirement Plan Article VIII. Modification or Discontinuance Section 8.2 | 149D |
| Retirement Plan (Part C) Personal Retirement Plan Article VIII. Modification or Discontinuance Section 8.3 | 150D-152D |
| Retirement Plan (Part C) Personal Retirement Plan Article VIII. Modification or Discontinuance Section 8.4 | 153D |
| Retirement Plan (Part C) Personal Retirement Plan Article IX. Named Fiduciary and Allocation of Responsibilities | 154D-155D |
| Retirement Plan (Part C) Personal Retirement Plan Article X. Governing Law | 156D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A | 157D-158D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A. Accrued Benefit | 159D-160D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A. Eligibility for Benefits | 161D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A. Benefits Paid Upon Event | 162D-163D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A. Vested Termination | 164D-165D |
| Retirement Plan (Part C) Personal Retirement Plan Appendix A. Other Plan Provisions | 166D |
| | |
| **Group Life and Disability Insurance** | 1E |
| Art IX. Section 27. Insurance | 2E-4E |
| Section 1. Coverages | 5E-6E |
| Schedule of Benefits Section 3. (ii) Disability Coverage | 7E |
| Section 6. Benefit Payments (b) Incompetents, (c ) Settlement Options, (d) Recovery of Benefit Overpayments, (e ) Subrogation | 8E-10E |
| Section 7. Life Insurance (a) Benefit; (b) Beneficiary Designation; (c ) Burial Expenses; (d) Assignment; (e ) Accelerated Benefits | 11E-13E |
| Section 9. Survivor Income Benefits | 14E-17E |

| | |
|---|---|
| Section 9. Survivor Income Benefits Cont. | 18E-20E |
| Section 11. Accident and Sickness Insurance (a) Eligibility Requirements | 21E-22E |
| Section 11. Accident and Sickness Insurance (b) Commencement of Benefits | 23E |
| Section 12. Reinstatement of Accident and Sickness Insurance (a) Eligibility Requirements | 24E |
| Section 13. Extended Disability Benefits | 25E |
| Section 13. Extended Disability Benefits Cont. | 26E-27E |
| Exhibit I. Dependent Group Life Insurance; I.Eligibility Date | 28E |
| Exhibit I. Dependent Group Life Insurance; III. Definition of Dependent | 29E |
| Exhibit I. Dependent Group Life Insurance; V. Contributions | 30E-31E |
| Exhibit II. Safety Belt User Benefit Program; I. Effective Date; II. Eligibility Requirement | 32E |
| Exhibit II. Safety Belt User Benefit Program; IV. Notice and Proof of Claim | 33E |
| Exhibit II. Safety Belt User Benefit Program; V. Beneficiary | 34E |
| Exhibit III. Optional Group Life Insurance; III. Amount of Insurance; IV. Contributions | 35E-37E |
| Exhibit III. Optional Group Life Insurance; V. Payment of Benefits | 38E-39E |
| Exhibit IV. Optional Accident Insurance; I. Eligibility Date; II. Enrollment and Effective Dates | 40E-41E |
| Exhibit IV. Optional Accident Insurance; V. Contributions; VI. Definition of Dependent | 42E-43E |
| Exhibit IV. Optional Accident Insurance; VII. Payment of Benefits | 44E |
| | |
| **Insurance Program H-S-M-D-D-V** | 1F |
| Section 1. Coverages | 2F-3F |
| Section 1. Coverages Contd. | 4F-6F |
| Section 2. Alternative Plans | 7F-8F |
| Section 4. Company Contributions | 9F-10F |
| Section 4. Company Contributions Contd. | 11F |
| Section 5. Commencement of Coverage | 12F |
| Section 6. Continuation of Coverage Contd. | 13F-14F |
| Section 6. Conversion Privilege | 15F |
| Section 12. Company-Union Committee - Section 17. | 16F-18F |
| Exhibit I Dental Expense Benefits Program<br>I. Enrollment Classifications; Carriers<br>II. Description of Benefits | 19F |
| Exhibit I Dental Expense Benefit Program<br>IV. Maximum Benefit<br>V. Predetermination of Benefits | 20F |
| Exhibit I Dental Expense Benefits Program<br>X. Proof of Loss<br>XI. Administration Manual | 21F |
| Exhibit I Dental Expensive Benefits Program<br>XIII. Definitions | 22F |

| | |
|---|---|
| Exhibit II Understandings with Respect To The Control Plan<br>III. Administration | 23F |
| Exhibit II Understandings with Respect To The Control Plan<br>IV. Administrative Manual | 24F |
| Exhibit II Understandings with Respect To The Control Plan<br>V. Data<br>VI. Performance | 25F |
| Exhibit III Utilization Review And Cost Containment<br>II. Annual Cost Containment Reports | 26F |
| Exhibit III Utilization Review And Cost Containment<br>III. Pilot Programs, IV. Other Activities, V. Review | 27F |
| Exhibit IV Vision Expense Benefits Program<br>III. Definitions Contd. | 28F |
| Exhibit IV Vision Expense Benefits Program<br>IV. Benefits Contd. | 29F-30F |
| Exhibit IV Vision Expense Benefits Program<br>IV. Exclusions | 31F-32F |
| Exhibit V Hearing Aid Expense Benefits Program<br>III. Definitions Contd. | 33F |
| Exhibit V Hearing Aid Expense Benefits Program<br>IV. Benefits<br>V. Limitations | 34F-35F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>III. Departicipating Hospitals | 36F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>IV. Nonparticipating Hospital Rate | 37F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>VI. Durable Medical Equipment | 38F-39F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>VII. Prosthetic and Orthotic Appliances | 40F-43F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>VIII. Medical Necessity | 44F |
| Exhibit VI Understandings With Respect To The H-S-M-D-D-V Program General<br>XV. Pulmonary Function Test - XXV. Long Term Acute Care Hospitals | 45F-57F |
| | |
| **Volume III** | |
| **Supplemental Unemployment Benefit Plan** | 1G |
| Note: Supplemental Unemployment Agreement and Plan | 2G |
| Agreement Concerning Supplemental Unemployment Benefit Plan and Supplemental Unemployment Benefit Plan | 3G |
| Section 1. Continuation and Amendment of the Plan | 4G-5G |
| Section 4. Term of Agreement; Notice to Modify or Terminate | 6G |
| Section 5. Governmental Rulings | 7G |
| Section 5. Governmental Rulings (cont.) | 8G |

| | |
|---|---|
| Part A. Signature Page | 9G-10G |
| Part B. Article I. Eligibility for Benefits; Section 1. Eligibility for a Regular Benefit | 11G-12G |
| Part B. Article I. Eligibility for Benefits; Section 2. Eligibility for an Automatic Short Week Benefit | 13G-14G |
| Part B. Article I. Eligibility for Benefits; Section 3. Conditions with Respect to Layoff (a-b) | 15G-16G |
| Part B. Article II. Amount of Benefits; Section 1. Regular Benefits | 17G-21G |
| Part B. Article II. Automatic Short Week Benefit | 22G |
| Part B. Article II. Amount of Benefits; Section 4. Benefit Overpayments | 23G-24G |
| Part B. Article III. Duration of Benefits; Section 1. Indefinite Layoffs | 25G-26G |
| Part B. Article VI. Administration of the Plan; Section 3. Determination of Dependents | 27G |
| Part B. Article VI. Administration of the Plan; Section 3. To Whom Benefits and Separation Payments are Payable in Certain Conditions | 28G |
| Part B. Article VI. Administration of the Plan; Section 4. Nonalienation of Benefits and Separation Payments | 29G |
| Part B. Article VI. Administration of the Plan; Section 5. Applicable Law | 30G |
| Part B. Article VII. Financial Provisions and Reports; Section 2. Company Contributions | 31G |
| Part B. Article VII. Financial Provisions and Reports; Section 2. Liability | 32G-33G |
| Part B. Article IX. Definitions (6 - 11) | 34G-35G |
| Part B. Article IX. Definitions (12 - 19) | 36G |
| | |
| **Profit Sharing** | 1H |
| Agreement Concerning Profit Sharing Plan | 2H |
| Section 2. Obligations During Term of This Agreement | 3H-6H |
| Section 3. Nonapplicability of Collective Bargaining Agreement Grievance Procedure Contd. | 7H-8H |
| Section 4. Effective Dates and Duration | 9H |
| Section 5. Notice | 10H-12H |
| Definitions Contd. | 13H |
| Definitions Contd. | 14H |
| Definitions Contd. | 15H |
| Definitions Contd. | 16H |
| Definitions Contd. | 17H |
| Definitions Contd. | 18H |
| II. SEC Reports and Supplemental Information | 19H |
| VI. Operation and Administration | 20H |
| | |
| **Tax Efficient Savings Plan** | 1I |
| Agreement Concerning Tax-Efficient Savings Plan for Hourly Employees and Ford Motor Company Tax-Efficient Savings Plan for Hourly Employees | 2I |
| Section 1. Continuation of Plan - Section 5. Term of Agreement; Notice to Modify or Terminate | 3I-6I |

| | |
|---|---|
| I. Definitions 1-23 | 7I-10I |
| I. Definitions 24-55 | 11I-16I |
| II. Eligibility | 17I |
| III. Membership | 18I |
| IV. Contributions | 19I-28I |
| IV. Contributions Contd. | 29I-34I |
| V. Member's Account in Trust Fund | 35I-39I |
| VII. Member's Election as to Investment of Funds | 40I-42I |
| X. Distribution of Assets (1-2) | 43I-46I |
| X. Distribution of Assets (3-4) | 47I-50I |
| X. Distribution of Assets (5-7) | 51I-54I |
| XI. Borrowings with Respect to Assets Attributable to Member's Account (1 - 4) | 55I-57I |
| XII. Withdrawal of Assets (1 - 5) | 58I-61I |
| XIII. 1. Ford Stock Fund (a - g) | 62I-65I |
| XIII. 2. Global Equity Index Fund | 66I-70I |
| XV. Notices, etc. | 71I |
| XVIII. Voting of Company Stock and Mutual Funds and Non-Mutual Funds | 72I |
| XX. Operation and Administration | 73I-77I |
| XX. Operation and Administration (cont.) | 78I-79I |
| XX. Operation and Administration (cont.) | 80I-81I |
| XXI. Termination, Suspension and Modification | 82I-84I |
| XXIV. Designation of Beneficiaries | 85I |
| XXV. Limitation on Contributions under Section 415 of the Internal Revenue Code | 86I-89I |
| XXVII. Employee Stock Ownership Plan | 90I-93I |
| APPENDIX A - Additional Mutual Funds and Non-Mutual Funds | 94I-96I |
| XXVIII. Claim and Appeal Procedure | 97I-103I |
| XXIX. Limitation on Claims | 104I |
| | |
| **UAW - Ford Legal Services Plan** | 1J |
| Witnesses/Signatures | 2J-3J |
| | |




# 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 4, 2011~~ 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 and W.
2. Skilled Trades Supplemental Agreement; Exhibit I, Apprenticeship Standards; and Exhibit II, Skilled Trades Work Assignments.
3. Letter of January 20, 1949, concerning Maintenance and Construction Operations.
4. Letter of October 4, 1979, concerning New Die Construction.
5. Settlement Agreement of May 29, 1949, as amended.
6. 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-Ford Legal Services Plan; and Volume IV, the Letters of Understanding.

We hope you will find this booklet helpful.

~~MARTIN J. MULLOY~~
WILLIAM P. DIRKSEN
Vice President,
Labor Affairs

JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

* Such an Appendix is a part of each local seniority grouping agreement; there is no Appendix C attached to this Agreement.

cba1/00002
a
10/22/15

**COLLECTIVE BARGAINING AGREEMENT**

On this ~~4~~ XX day of XX/XX/XXXX ~~October, 2011~~, 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:

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 September xx, 2015 ~~October 24, 2011~~.

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after September xx, 2015 ~~October 24, 2011~~ 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 VI REPRESENTATION

**Section 1. Unit Structure**

For the purpose of providing representation and operating under this Agreement, the Company shall be divided into Units. Each depot, plant or works shall constitute such a Unit. The Rouge Area shall be subdivided into the following respective Units:

Maintenance, ~~and~~ Construction~~/~~ and Transportation
Dearborn Truck Plant
Dearborn Engine ~~& Fuel Tank~~ Plant
Dearborn Stamping Plant ~~and Truck Body~~
Dearborn Diversified Manufacturing Plant
Tool and Die

Whenever operations in a Unit of the Rouge Area are discontinued or so curtailed as to make its continuance as a separate Unit impractical, the parties shall by mutual agreement eliminate such Unit or combine its remnants with one of the remaining Units. Where new buildings are placed in operation, or operations are resumed in previously discontinued Units, the parties shall by agreement determine whether a new Unit shall be added or an existing Unit expanded.

Nothing in the foregoing shall be deemed to modify the existing local arrangements at the Cleveland Engine ~~and Foundry~~ plants~~.~~

9/9/15

cba1/00043
b
09/09/15



9-9-15

## 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.

(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 200 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

9/9/15



9-9-15

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-five (65) 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-five (65) 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.

(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 ~~working~~ 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.

9/9/15

cba1/00056/4
b
09/09/15



9-9-15

**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 XX/XX/XXXX 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) consecutive reenlistment. In no event will the period of such leave exceed a total of eight (8) years except when additional service is involuntary.

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.

MP

9/11/15

CR

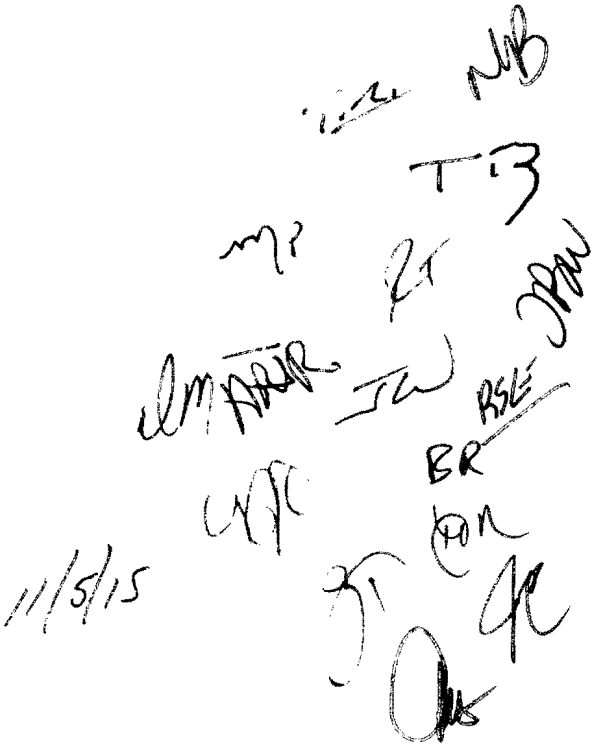
RSE BR MB 9-11-15 JL 9-11-15 JL

## 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 3, 2007~~ October 4, 2011, except as otherwise provided in this Agreement, in the Settlement Agreement between the parties dated ~~October 4, 2011~~ XXXX XX, 2015, or in any local agreement referred to in Article X, Section 8 which provides for wage rate adjustments.



cba1/00125
a
11/03/15

**Section 2. Wage Rate Increases**

(a) General Wage Increase

(i) Employees whose straight time hourly wage rate was $27.825 or more as of the effective date of this agreement shall receive a three percent (3%) increase added to their base wage rate on the Effective Date of this agreement.

(ii) Effective September 17, 2017, employees who were eligible for a base wage increase according to Section 2 (a) (i) shall receive a second base wage increase of three percent (3%) increase added to their base wage rate.

The General Wage Increase will not be applied to the "increment above" portion of classification pay rates.

**(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 19, 2016 | Four Percent (4.0%) of Qualified Earnings | October 16, 2016 |
| September 17, 2018 | Four Percent (4.0%) of Qualified Earnings | October 14, 2018 |

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*[1]

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

Back pay awards related to the designated eligibility year

(2) An eligible employee who retires during the Performance Bonus Eligibility year provided in this Section and who, but for such retirement, would have had seniority as of the designated eligibility date, will qualify for the Performance Bonus as defined in this Section.

(3) In the case of an eligible employee who dies during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if they were a seniority employee

[1] * Including overtime, Saturday, Sunday and Holiday premium payments.

on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined in this Section. Such Performance Bonus will be paid to the estate or, if permitted by local law, to the next of kin.

(~~a~~ c) 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.

(b) ~~Hiring-In Rates~~

~~Employees hired or rehired on or after October 4, 1993 on classifications other than those in Appendix F (Skilled Trades) will be paid a hiring-in rate of 70% of the negotiated classification rate of the job to which they are assigned.~~

~~(i) Upon completion of 26 weeks of employment such employees will receive an increase to 75% of the negotiated classification rate of the job to which they are assigned.~~

~~(ii) Upon completion of 52 weeks of employment such employees will receive an increase to 80% of the negotiated classification rate of the job to which they are assigned.~~

~~(iii) Upon completion of 78 weeks of employment such employees will receive an increase to 85% of the negotiated classification rate of the job to which they are assigned.~~

*Skilled Trades, Retirement and Supplemental Unemployment Benefits, Profit Sharing Plan, Tax Efficient Savings Plan and Legal Services Plan are covered by separate agreements between the parties.

~~(iv) Upon completion of 104 weeks of employment, such employees will receive an increase to 90% of the negotiated classification rate of the job to which they are assigned.~~

~~(v) Upon completion of 130 weeks of employment, such employees will receive an increase to 95% of the negotiated classification rate of the job to which they are assigned.~~

~~(vi) Upon completion of 156 weeks of employment such employees will receive the negotiated classification rate of the job to which they are assigned.~~

~~Probationary employees who were laid off due to a reduction in force and subsequently rehired within one year of their date of probationary layoff or seniority employees who were hired on or after October 22, 1979 and, laid off due to a reduction in force, and whose seniority was broken pursuant to Article VIII, Section 5(6) and are rehired, will have their hiring-in rate determined by the hiring-in rate provision of the Collective Bargaining Agreement under which they were last hired or rehired prior to layoff based on the number of weeks of employment previously completed.~~

~~Under this Subsection, an employee will receive one week's credit toward acquiring the negotiated classification rate of the job the employee is assigned if the employee had worked in that given week. Credit will be given to seniority employees for the weeks worked while in the apprenticeship program. Credit will not be given for any week during which, for any reason, the employee does not work except:~~

- ~~the full week comprising the Christmas holiday period,~~
- ~~the time lost because of a compensable injury or occupational disease,~~
- ~~full weeks of Family and Medical Leave Act (FMLA) leaves of absence,~~
- ~~full weeks of time lost for vacation during the plant vacation shutdown weeks,~~
- ~~Bereavement and Military Duty.~~

~~Each increase will be effective at the beginning of the first pay period following the completion of the required number of weeks of employment.~~

**Section 3. Application of Increases to Spread Rates; Rate Progression Under Merit Increase Agreement:**

The amount of the increases provided in Section 2(a) of this Article that are added to the maximum rate for each spread rate classification shall also be added to the minimum rates.

Rate progression in spread rate classifications shall be as provided in the Merit Increase Agreement attached hereto as Appendix G.*

The application of spread rates for Appendix F (Skilled Trades) classifications shall be as provided in Section 2 of the Skilled Trades Supplemental Agreement.

cba1/00127
b
11/04/15

11/5/15

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, ~~2012~~ 2016 | $1500 | June ~~10~~12, ~~2012~~ 2016 |
| May 15, ~~2013~~ 2017 | $1500 | June ~~9~~ 11, ~~2013~~ 2017 |
| May 15, ~~2014~~ 2018 | $1500 | June ~~8~~ 10, ~~2014~~ 2018 |
| May 15, ~~2015~~ 2019 | $1500 | June ~~14~~ 9, ~~2015~~ 2019 |

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.

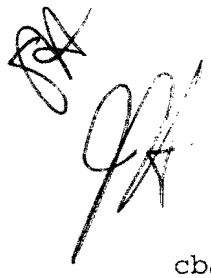
In addition, should the International Union, UAW-Ford Department raise any question of equity in application regarding specific employees, the Company agrees to meet on such cases in order to review the facts.

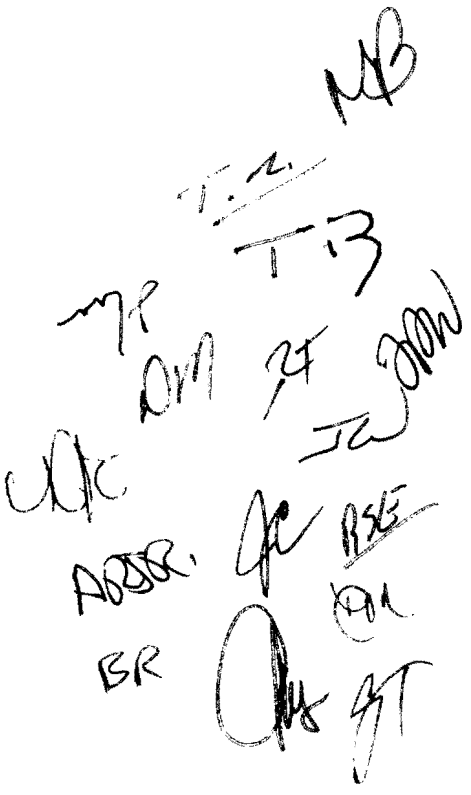
cba1/00128
b
11/04/15

11/5/15

**Section 10. Sunday Premium**

Double time will be paid for work on the calendar Sundays~~, provided the employee has worked over forty (40) compensated hours in the workweek, as defined in Section 7 of this Article,~~ except as otherwise provided in Section 12 of this Article and Appendix W, Alternative Work Schedules.





**Section 11. Holiday Premium**

Double time shall be paid for work on holidays as enumerated in Section 22 of this Article.~~, except as otherwise provided in Section 12 of this Article.~~

11/5/15

11/5/15

cba1/00135
a
10/30/15

**Section 12. Overtime Premiums - Seven-Day Operations**

Employees working on necessary continuous seven-day operations whose occupations involve work on Saturdays, Sundays, and holidays, shall be paid overtime for work on these days only for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, except as otherwise provided below:

(1) Time and one-half shall be paid for hours worked on the employee's first scheduled day off in the workweek.

(2) Double time shall be paid for hours worked on the employee's second regularly scheduled day off in the workweek.

~~(3)~~ Time and one-quarter (1-1/4) shall be paid for hours worked on Saturday or Sunday that are not payable on an overtime basis. Double time ~~and one-half (2-1/2)~~ shall be paid for hours worked on any of the designated holidays~~,~~. ~~it being understood that there shall be no pyramiding of holiday pay and holiday premium for such employees;provided, however, that if a designated holiday falls on one of the employee's regularly scheduled days off, the employee, in addition to his holiday pay under Section 22 of this Article, shall be paid double time for time worked.~~

11/5/15

11/5/15

cba1/00136
a
10/30/15

**Section 20. Short-Term Military Duty Pay**

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 ~~fifteen (15)~~ 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 ~~fifteen (15)~~ 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.

cba1/00144
a
11/03/15

11/5/15

**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 ~~14~~16,~~2011~~ 2015 Veterans Day (Observed),
November ~~24~~26,~~2011~~ 2015 Thanksgiving Day,
November ~~25~~27,~~2011~~ 2015 Day After Thanksgiving,
December ~~26~~24,~~2011~~ 2015 Christmas Holiday Period,
December ~~27~~25,~~2011~~ 2015 Christmas Holiday Period,
December 28, ~~2011~~ 2015 Christmas Holiday Period,
December 29, ~~2011~~ 2015 Christmas Holiday Period,
December 30, ~~2011~~ 2015 Christmas Holiday Period,
December 31, 2015 Christmas Holiday Period,
January ~~2~~ 1, ~~2012~~ 2016 Christmas Holiday Period,
January ~~16~~18,~~2012~~ 2016 Martin Luther King, Jr. Day,
~~April~~March ~~6~~25,~~2012~~2016 Good Friday,
March 28,2016 Day After Easter
May ~~28~~30, ~~2012~~ 2016 Memorial Day,
July 4, ~~2012~~ 2016 Independence Day,
September ~~3~~ 5,~~2012~~ 2016 Labor Day,
November ~~6~~ 8, ~~2012~~ 2016 Federal Election Day,
November ~~16~~11,~~2012~~ 2016 Veterans Day,
November ~~22~~24,~~2012~~ 2016 Thanksgiving Day,
November ~~23~~25 ~~2012~~ 2016 Day After Thanksgiving,
December ~~24~~26,~~2012~~ 2016 Christmas Holiday Period,
December ~~25~~27,~~2012~~ 2016 Christmas Holiday Period,
December ~~26~~28,~~2012~~ 2016 Christmas Holiday Period,
December ~~27~~29,~~2012~~ 2016 Christmas Holiday Period,
December ~~28~~30,~~2012~~ 2016 Christmas Holiday Period,
~~December 31, 2012 Christmas Holiday Period,~~
January ~~1~~ 2,~~2013~~ 2017 Christmas Holiday Period,
January ~~21~~16,~~2013~~ 2017 Martin Luther King, Jr. Day,
~~March~~ April~~29~~ 14,~~2013~~ 2017 Good Friday,
April 17, 2017 Day After Easter
May ~~27~~ 29, ~~2013~~ 2017 Memorial Day,
July 4, ~~2013~~ 2017 Independence Day,
September ~~2~~ 4,~~2013~~ 2017 Labor Day,
November ~~15~~10,~~2013~~ 2017 Veterans Day (Observed),
November ~~28~~23,~~2013~~ 2017 Thanksgiving Day,
November ~~29~~24,~~2013~~ 2017 Day After Thanksgiving,
December ~~23~~25,~~2013~~ 2017 Christmas Holiday Period,
December ~~24~~26,~~2013~~ 2017 Christmas Holiday Period,
December ~~25~~27,~~2013~~ 2017 Christmas Holiday Period,
December ~~26~~28,~~2013~~ 2017 Christmas Holiday Period,
December ~~27~~29,~~2013~~ 2017 Christmas Holiday Period,

~~December 30, 2013 Christmas Holiday Period~~,
~~December 31, 2013 Christmas Holiday Period~~,
January 1, ~~2014~~ 2018 Christmas Holiday Period,
January ~~20~~ 15,~~2014~~ 2018 Martin Luther King, Jr Day
~~April~~ March ~~18~~ 30, ~~2014~~ 2018 Good Friday,
April 2, 2018 Day After Easter
May ~~26~~ 28,~~2014~~ 2018 Memorial Day,
July 4, ~~2014~~ 2018 Independence Day,
September ~~1~~3,~~2014~~ 2018 Labor Day,
November 4 6, ~~2014~~ 2018 Federal Election Day,
November ~~14~~12,~~2014~~ 2018 Veterans Day (Observed),
November ~~27~~22,~~2014~~ 2018 Thanksgiving Day,
November ~~28~~23,~~2014~~ 2018 Day After Thanksgiving,
December 24, ~~2014~~ 2018 Christmas Holiday Period,
December 25, ~~2014~~ 2018 Christmas Holiday Period,
December 26, ~~2014~~ 2018 Christmas Holiday Period,
December ~~29~~27,~~2014~~ 2018 Christmas Holiday Period,
December ~~30~~28,~~2014~~ 2018 Christmas Holiday Period,
December 31, ~~2014~~ 2018 Christmas Holiday Period,
January 1, ~~2015~~ 2019 Christmas Holiday Period,
~~January 2, 2015 Christmas Holiday Period,~~
January ~~19~~21,~~2015~~ 2019 Martin Luther King, Jr. Day,
April ~~3~~19, ~~2015~~ 2019 Good Friday,
April 22, 2019 Day After Easter
May ~~25~~ 27, ~~2015~~ 2019 Memorial Day,
July ~~3~~ 4, ~~2015~~ 2019 ~~Friday Before~~ Independence Day,
September ~~7~~ 2,~~2015~~ 2019 Labor Day,

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 ~~October 4, 2011~~ TBD 2015, 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 ~~2011~~ 2015, starting December ~~26~~ 24 through the following January ~~2~~ 1, in ~~2012~~ 2016, starting December ~~24~~ 26 through the following January ~~12~~ in ~~2013~~ 2017, starting December ~~23~~ 25 through the following January 1, in ~~2014~~ 2018, starting December 24 through the following January ~~21~~, ~~2015~~ 2019 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 he 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 ~~24~~ 26, ~~2011~~ 2015
Sunday, December ~~25~~ 27, ~~2011~~ 2015
Saturday, ~~December 31~~ January 2, ~~2011~~ 2016
Sunday, January ~~1~~ 3, ~~2012~~ 2016
Saturday, December ~~22~~ 24, ~~2012~~ 2016
Sunday, December ~~23~~ 25, ~~2012~~ 2016
Saturday, December ~~29~~ 31, ~~2012~~ 2016
Sunday, ~~December 30 2012~~ January 1, 2017
Saturday, December ~~21~~ 23, ~~2013~~ 2017
Sunday, December ~~22~~ 24, ~~2013~~ 2017
Saturday, December ~~28~~ 30, ~~2013~~ 2017
Sunday, December ~~29~~ 31, ~~2013~~ 2017
Saturday, December 22, 2018
Sunday, December 23, 2018
Saturday, December ~~27~~ 29, ~~2014~~ 2018

Sunday, December ~~28~~ 30, ~~2014~~ 2018
~~Saturday, January 3, 2015~~
~~Sunday, January 4, 2015~~

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 his 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 Part-Time 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, he 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 he notifies his plant of his 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 he is absent from work during his regularly scheduled workweek because of such vacation, he 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 his 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 he 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.

~~When employees working on necessary continuous seven- day operations are scheduled to work on a holiday which is a regularly scheduled day of work and do work, they shall not receive holiday pay under this procedure (except for the number of hours less than 8 (i) that he shall have been requested to work or, if the following is greater, (ii) that he shall have worked), but shall be paid for time worked in accordance with Section 12 of this Article.~~

(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 his holiday pay for such holidays by claiming and receiving an unemployment compensation benefit or by claiming and receiving waiting period credit, to which he 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 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."

---

* The Insurance Program has been reproduced in a separate booklet.

(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 Group Vice President and General Counsel, Group Vice President-Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer 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 Group Vice President-Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer are designated to carry out the Company's responsibilities with respect to the Program. The Group Vice President Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer 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 ~~October 24, 2011~~XX/XX/XXXX.

(2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective ~~October 24, 2011~~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.

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 ~~he/she~~ 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) ~~he/she~~ an employee files an application for a Moving Allowance not later than six months after the first day ~~he/she~~ 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 $30,000, $6,000 of which will be provided as a signing bonus to cover miscellaneous up- front cash expenditures. An additional amount of $16,000 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 $8,000 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 $8,000 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 or Return to Basic Unit.

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 $30,000, $4,800 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of $5,200 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: ~~$5,200~~ $10,000
After two (2) years: $10,000
~~After three (3) 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 $5,000 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. ~~is not entitled to receive any additional relocation payments~~.

cbal/00159/2
c
11/02/2015

11/3/2015

(3) Option 3-Basic Relocation:
An Employee will receive Relocation Allowance in the amount of ~~$4,800~~ 5,000.

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.

cba1/00159/3
c
11/02/2015

**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, 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.

## 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-Ford New Legal Services Plan for UAW-Represented Hourly Employees.

**Section 2. Expiration Date**

This Agreement and related supplemental agreements shall continue in full force and effect until 11:59 p.m. September 14, ~~2015~~ 2019.

cba1/00174
a
10/22/15

**Section 3. Notice to Modify or Terminate; Automatic Renewal**

This Agreement shall continue in effect for successive yearly periods after September 14, ~~2015~~ 2019, unless notice is given in writing by either party at least sixty (60) days prior to September 14, ~~2015~~ 2019,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, ~~2015~~ 2019, or the subsequent anniversary date, as the case may be.

cba1/00175
a
10/22/15

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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney
~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Rick Puckett
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~
Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

UAW

International Union
~~Bob King~~
Dennis Williams
Jimmy Settles
~~Frank DiGiorgio~~
Greg Drudi
~~Wendy Fields-Jacobs~~
Chuck Browning
~~Greg Drudi~~
Darryl Nolen
~~Chuck Browning~~
Bob Tiseo
~~Frank Keatts~~
Don Godfrey
~~Darryl Nolen~~
Garry Bernath
~~Ruben Flores~~

National Ford Council
~~Joel Goddard, Subcouncil #6~~
Bernie Ricke, Subcouncil #1
Scott Eskridge, Subcouncil #2
Anthony Richard, Subcouncil #1
Tim Rowe, Subcouncil #2
~~Dwayne Walker, Subcouncil #2~~
Fred Weems, Subcouncil #2
~~Anthony Richard, Subcouncil #1~~
Jeff Wright, Subcouncil #2
~~Larry Brdak, Subcouncil #3~~
Greg Tyler, Subcouncil #3
~~Mike Whited, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
~~Jerry Lawson, Subcouncil #4~~
T. J. Gomez, Subcouncil #4
~~Dan Weaver, Subcouncil #4~~

10/27

cba1/00177/1
a
10/22/15

Mark Payne, Subcouncil #4
Dave Mason, Subcouncil #5
~~Tony Vultaggio, Subcouncil #5~~
Jim Caygill, Subcouncil #5
~~Tom Kanitz, Subcouncil #6~~
Romeo Torres, Subcouncil #7
~~Matthew Barnett, Subcouncil #7~~
Anderson Robinson Jr., Recording Secretary

cba1/00177/2
a
10/22/15

**APPENDIX A**

**ASSIGNMENT & AUTHORIZATION**
**FOR CHECKOFF OF MEMBERSHIP DUES***

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)

To my employer:

I hereby assign to that Local Union of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International Union to the Company, in writing, as having jurisdiction over the Unit where I am employed, from any wages earned or to be earned by me as your employee, or from any Regular Supplemental Unemployment Benefits to be paid to me, such amount as may be in effect, from time to time, during the effective period of this assignment and authorization, and due from me to the Union as my monthly membership dues in said Union, and (if owing by me) any initiation fee. I authorize and direct you or the Trustee of the Ford- UAW Supplemental Unemployment Benefit Plan Fund to deduct such amounts from my pay or from any Regular Supplemental Unemployment Benefits payable to me during each calendar month in accordance with such arrangements as may be agreed to between the Company and the Union, and to remit the same to the above Local Union.

This assignment and authorization may be revoked by me only at the times and in the manner hereinafter provided. I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary date. I may also revoke this assignment by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, at any time when there is not in ~~justify~~ effect between the Company and the Union an agreement that the Company will check off membership dues in behalf of the Union.

Signed: _____

Note: Other information, including name, date, location and social security number may be on the form in such manner as to facilitate record keeping.

* This form will be utilized commencing January 1, 1980.

cba1/00178
a
8/25/15

**PART A. RIGHT TO DECLINE CERTAIN OVERTIME ASSIGNMENTS**

Except as otherwise provided in Part B hereof:

1. **Daily Overtime**
Hours in excess of nine (9) hours worked per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding, for an employee who shall have notified the Company in accordance with Paragraph 16.

2. **Saturday Overtime**
Employees may be required to work Saturdays; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided (a) the employee shall have notified the Company in accordance with Paragraph 16, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any day during the week preceding the Saturday. Absences excluded under 25(c) above must be approved in advance. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (i) an employee whose shift starts Friday and continues into Saturday, or (ii) an employee who is assigned to work on No. 1 Shift (midnight) operations regularly scheduled to start with the No. 1 Shift (midnight) Tuesday.

3. **Sunday Overtime**
Except as otherwise provided in this Memorandum of Understanding, overtime work on Sundays shall be voluntary and employees may decline to work Sunday; provided that (a) the employee shall have notified the Company in accordance with Paragraph 16, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any day during the week preceding such Sunday, except for a Saturday which the employee declined to work pursuant to Paragraph 2 above. Absences excluded under 25(c) above must be approved in advance. For purposes of this Paragraph, Sunday work shall not include those hours worked on Sunday which are part of an employee's normal five-day workweek (Sunday P.M. through Friday A.M.).

4. **Daily and Saturday Overtime - Car and Truck Assembly Plants and Tractor Assembly Operations**
Notwithstanding Paragraphs 1 and 2, above, the following procedure shall govern employees in the car and truck assembly plants and in the tractor assembly operations, except as otherwise provided in this Memorandum of Understanding.

(a) Management shall have the right to designate, during a model year period, beginning at the completion of the model launch exemption period stated in Paragraph 9, below, and ending two weeks preceding the announced model build-out date, ~~six~~nine Saturdays as nonvoluntary overtime workdays. All other Saturdays are voluntary, except as otherwise provided in this Memorandum of Understanding, and employees may decline to work any other Saturday during such model year, provided (a) he shall have notified the Company in accordance with Paragraph 16 and (b) he has not been absent for any reason on any day during the week preceding any Saturday which he elects not to work.

(b) In such plants or operations, daily hours in excess of ten hours worked per shift and Saturday hours in excess of eight hours per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding.

5. **Employees Working on Necessary, Continuous Seven-Day Operations**
Notwithstanding Paragraphs 1 through 3 inclusive, employees on necessary, continuous seven-day operations shall be governed by the following:

(a) Daily Overtime - Hours in excess of nine (9) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding for an employee who shall have notified the Company in accordance with Paragraph 16.

(b) First Regularly Scheduled Day Off in the Workweek - Employees may be required to work one of their regular days off in a workweek; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked one regular day off in two (2) or more consecutive weeks may decline to work one regular days off in the following (third) week provided (1) the employee shall have notified the Company in accordance with Paragraph 16, and (2) the

employee has not been absent for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any of the five preceding regularly scheduled days of work. Absences excluded under 25(c) above must be approved in advance.

(c) Second Regularly Scheduled Day Off in the Workweek - Except as otherwise provided in this Memorandum of Understanding, an employee may not be required to work a second regularly scheduled day off in a workweek; provided, however, that (1) the employee shall have notified the Company in accordance with Paragraph 16, and (2) the employee has not been absent for any reason (excluding absences for which pay is received under Articles IX, Sections 18, 19, 22 and 25(c) on any of the five preceding regularly scheduled days of work. Absences excluded under 25(c) above must be approved in advance.

6. **Exempt Operations**
Employees on the following operations shall be exempt from the provisions of this Memorandum of Understanding: (a) railroad operations and (b) over-the-road trucking operations.

7. **Emergencies**
The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays or Sundays shall be suspended in any plant whose operations are interrupted by emergency situations, such as single breakdowns of four hours or more,* government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies.

8. **Critical Plants**
(a) Critical plants or parts of plants are those that are crucial to the integrated supply system of the Company and whose output is essential to meeting the scheduled production of one or more other plants or of customers, and as a result, must operate, in whole or in part, seven (7) days a week.

---

*** Any breakdown is to be considered justification for suspending the limitations on the Company's right to require overtime work for purposes of**

**correcting the breakdown itself; the Company's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.**

(b) The Company may, from time to time, designate plants or parts of plants as critical, provided, however, that fifteen (15) days prior to making such designations, it will inform the National Ford Department of the International Union, which will indicate its objections, if any, to a plant or plants being so designated.

(c) Any plants or part thereof that the Company designates as critical, shall, for a period of ninety (90) days after it is so designated, be exempt from the provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or on Saturdays or Sundays or entitle employees to decline to work at such times.

9. **Changeover or Model Change**

(a) The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays or Sundays shall be ineffective in each of the car and truck assembly plants, and tractor assembly operations (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing; provided, however, the above mentioned provisions may be ineffective for up to two (2) additional weeks, provided the Company gives advance notice of supply or other problems which would interfere with the build-out, and (b) for the week in which it launches, i.e., after the build-out, frames the first unit of a new model, and for three (3) weeks thereafter or until the line speed reaches scheduled production, whichever is later.

(b) Said provisions shall likewise be ineffective during model change time each year in plants other than car and truck assembly plants, or tractor assembly operations for periods to be designated by plant Management that shall not exceed, in the aggregate, four (4) weeks. Local Unions will be advised in advance of such designated periods.

10. **New Plants, New Car or Truck Line Programs or New Shifts**
The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require daily overtime work or work on Saturdays or Sundays shall be ineffective:

(a) at any plant the Company builds or buys and remodels for a period of one year after regular production in such plant starts;

(b) at any car and truck assembly plant at which the Company launches a new car line or new truck line or a car or truck line that is new to that plant for a period of one year after regular production starts in such plant and ending with that model year build-out, i.e., when the plant produces for sale the last unit of the model it has been producing, except an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided (1) the employee shall have notified the Company in accordance with Paragraph 16; and (2) the employee has not been absent for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any day during the week preceding the Saturday. Absences excluded under 25(c) above must be approved in advance. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (i) an employee whose shift starts Friday and continues into Saturday, or (ii) an employee who is assigned to work on No. 1 Shift (midnight) operations regularly scheduled to start with the No. 1 Shift (midnight) Tuesday; provided, however, that in such a plant, a model change period specified in Paragraph 9(a) shall not be applicable at such plant at the beginning of the following model year.

(c) at any car and truck assembly plant for a period of six months from the time a production shift is added or restored at such plant.

11. **Concerted Activity**

(a) Any right to decline daily overtime or Saturday or Sunday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without

collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall, in addition to subjecting him to discipline, nullify for one month (not including the periods mentioned in Paragraph 9, above) his right to decline overtime.

(b) The Company shall have the right to suspend for a period of two weeks (not including the periods mentioned in Paragraph 9, above) as to an affected plant the provisions of this Memorandum of Understanding that entitle employees to decline to work daily overtime or Saturdays or Sundays in each event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturdays or Sundays that they have not declined as herein provided or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a plant or department or on a Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the Company's experience under this Memorandum of Understanding can reasonably lead it to expect, such evidence should be carefully considered by the impartial Umpire in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons. The Union shall have the right to specially submit to the impartial Umpire pursuant to Article VII, Section 9 any claim that the Company has acted wrongly in suspending the provisions of this Memorandum of Understanding as to employees or a plant. If the Umpire sustains the Union's claim, the Company shall, within 60 days of the date of the Umpire's award, give each affected employee the right to decline overtime work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

12. **Local Option**

Nothing in this Memorandum of Understanding shall make ineffective any local past practice or agreement concerning

voluntary overtime that is mutually satisfactory to the Local Union and the plant Management. Local Unions and plant Managements may (i) continue in effect such practices or agreements as are now in effect, or (ii) comply with the terms of this Memorandum of Understanding, or (iii) agree from time to time to suspend the terms of this Memorandum for a fixed period of time during which period production employees (non-Appendix F) shall be governed solely by the provisions of Article IV, Section 6, excluding any reference therein to Appendix H, except for this sub-paragraph.

13. **Work Force Supplementation**
In order to implement this Memorandum of Understanding, the Company may supplement the work force. The following are illustrative of actions which the Company may take to do so:

(a) Temporary part-time employees may be hired in accordance with the terms of the Memorandum of Understanding - Temporary Part-Time Employees, but shall not be entitled to Saturday or Sunday premium pay, except as required by law, until they are qualified to perform the work to which they are assigned, or for fifteen (15) working days, whichever is sooner.

(b) Nothing herein shall preclude a plant from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of said plant may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays); provided, however, that work performed on Saturday or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance with the National Ford Department of the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Local Union and the plant Management.

14. **Legal Prohibitions**
The optional overtime provisions in this Memorandum of Understanding shall not apply in any instance in which they would make it impossible to run an operation without violating a federal, state or local law or ordinance.

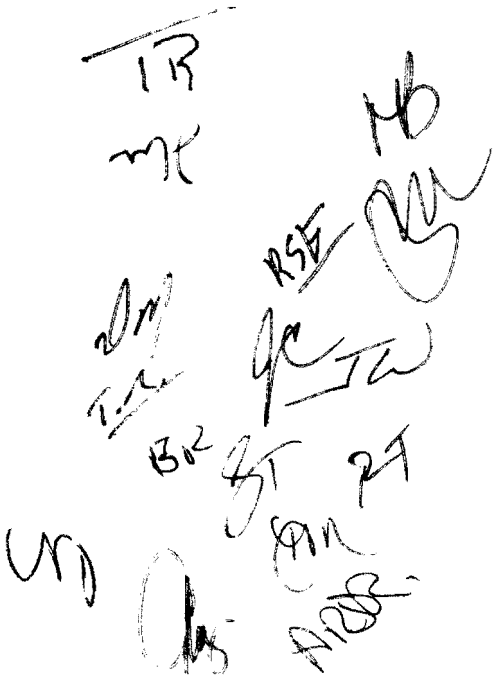
15. **SUB**

cba1/00182/7
b
11/04/15

Daily overtime hours or Saturday or Sunday work that an employee declines under the terms of this Memorandum of Understanding shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

16. **Notice**

With respect to all voluntary hours provided for in this Memorandum of Understanding in a given week, the employee may decline to work such hours if he notifies his supervisor on a form to be provided by the Company before the end of the shift on the preceding Wednesday provided he has been notified of the overtime schedules for such week not later than the preceding day. If the employee is not so notified, he shall give such notice to his supervisor before the end of the shift following the day of such notice, provided that if he is not so notified until the week in which the overtime is scheduled, he shall give such notice by the end of the shift in which he receives such notice from the Company.



cbal/00182/8
b
11/04/15

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. ~~This Memorandum of Understanding 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.~~

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.

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;

- support and encourage the local parties to make improvements on a continuous basis;

- encourage and support the concept of team work as a fundamental principle of doing business;

- oversee the implementation of work groups/teams and govern the Joint Continuous Improvement Charter;

- encourage the progression of work groups/teams; in support of this, the parties will develop an assessment tool that incorporates employee feedback on the health and maturity of the work groups/teams that can be utilized on an as needed basis; results of the assessment will be shared with the National Continuous Improvement Forum, the Plant Manager, Human Resource Manager, and Chairperson;

- 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;

- provide coaching, mentoring and support to local forums 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;

- 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 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:

- 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:

- 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;

- ~~procedures to review supervisory staffing and support for the initiatives in this Memorandum of Understanding~~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;

- 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.

- 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**

- 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.

- 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.

APPENDIX J

EXHIBIT 1

~~Mr. Bob King~~Mr. Jimmy Settles
Vice President and Director
UAW-Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~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. ~~as integral members of the Manufacturing Operating Systems.~~ 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 technology~~yies~~ evolve and ~~operating practices, such as Total Productive~~ the Maintenance Operating System~~, and other lean manufacturing principles are further assimilated~~ matures within~~into~~ 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:

cba1/00393/1
c
09/12/15

- 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. ~~the "helping hands" concept will be used to increase equipment uptime. In the event of a production equipment breakdown, the initial work assignment will be made to the appropriate traditional skilled trade classification. If additional manpower is needed, available skilled trades from a mechanically related skilled trade classification may be assigned to assist the initially assigned classification (i.e., a breakdown occurs that historically has been assigned as a Machine Repair job requiring two Machine Repair. There is only one Machine Repair available. An employee in another mechanically related skilled trade classification may be assigned to assist the Machine Repair on the breakdown.)~~ Consistent with the principles of continuous improvement, the parties also reinforced that the purpose of implementing Maintenance Work Teams ~~the "helping hands" concept~~ 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 ~~manufacturing/skilled trades teams~~ Maintenance Work Teams with the objective of accomplishing assignments made by the Team Leader up to the teams' level of capability ~~within classification~~.

- ~~Implementation of agreed upon consolidated skilled trades classifications, as agreed to in the 2007 National agreement, to enable a more efficient and more competitive support for the needs of the operation/location. This could include restructuring the manner in which the basic trades are utilized in manufacturing and assembly operations, as well as other areas where skilled trades are assigned.~~

- 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 ~~Technical Skills Program~~ National Joint Skilled Trades Governance Team to underwrite a variety of costs associated with implementing these 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 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,~~

~~Bill Dirksen,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur:~~ ~~Bob King~~

Concur: _____
Jimmy Settles

cba1/00393/4
c
09/12/15

APPENDIX J

EXHIBIT 2

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Work Groups/Teams

During the 201~~1~~5 negotiations the Union and Company had extensive discussions regarding the need to partner to deliver engaged and aligned work groups/teams to a consistent standard, in all ~~facilities~~divisions (Vehicle Operations Assembly and Stamping, and Powertrain), supporting the global manufacturing strategy.

The parties recognize the contributions of our hourly workforce and a vision for fully integrated, motivated teams who work together to drive operational excellence and continuous improvement in support of "One Manufacturing - Best in the World". All work groups/teams will maintain and improve the business against key objectives, within their span of control, and with the appropriate structure to support them.

The mapping process outlined in the Continuous Improvement charter is utilized to identify work group/team size using factors such as manufacturing processes, geography, complexity, and plant uniqueness. The NCIF will continue to monitor the average work group/team size to ensure work group/teams remain manageable. While individual work group/team size will vary, the mapping process and operating conditions have yielded an average work group/team member to team leader ratio of 10 to one in vehicle operations assembly departments (excluding support departments such as MP&L, Pre-Delivery, etc.). Local concerns regarding work group/team size may be elevated to the National Continuous Improvement Forum for resolution.

The team leader role is critical to each work group/team. [1]A single, trained team leader whose primary function is to perform the standard roles and responsibilities contained in the Continuous Improvement charter will lead the team and continually improve the business. This team leader classification has an established wage rate of "$1.50 above" as outlined in the

[1] Sentence moved ahead within the paragraph

Continuous Improvement charter. They will be selected for this position through a jointly established process ~~and will use~~. Upon local agreement, the joint parties may submit a request to deviate from the selection process to the NCIF for review and approval. ~~standard roles and responsibilities to lead the team and continually improve the business.~~ As necessary, the local parties shall establish a process to identify an alternate Team Leader using work group/team versatility. 1

To provide team leaders an opportunity to meet, discuss issues, review solutions, and share processes to improve the business, the parties agree to establish regular team leader meeting forums. Team Leaders must submit meeting requests and agendas to the Local Continuous Improvement Forum for review and approval. ~~A common Team Leader classification and wage rate will be made available once the roles and responsibilities have been implemented~~

For more automated areas, the parties agreed to the implementation of effective Manufacturing Work Groups (MWGs) comprised of production and skilled trade employees working together to support improving flow in production systems. ~~The Company will not assign skilled trade team members to cyclical production work.~~ The parties agree the MWG work group/team will function as follows: 2

- Skilled trade team members will utilize their skills, talents and abilities to be an integral part and valuable resource to the work group,
- Skilled trade team members will work to their full capabilities to increase equipment uptime as outlined in Appendix J, Exhibit 1 Skilled Trades Operational Effectiveness,
- The team leader position for certain MWG teams may be required to periodically backfill production operators as part of their standardized roles and responsibilities (e.g. press room, cam cap assembly in head machining, etc.). Where this is applicable, skilled trade team members will not be eligible to apply for the team leader position. Further, skilled MWG team leaders will not be used for production absentee coverage,
- [2]The Company will not assign skilled trade team members to ~~cyclical~~ production work, excluding equipment validation, troubleshooting and tryout,
- Production team members will have upgraded skills. Operators will perform minor or preventative maintenance

[2] Language moved from paragraph to the bullet point list.

cbal/00392/2
h
09/21/15



10/13/15

10-12-15

tasks as outlined in Appendix J, Exhibit 1 Skilled Trades Operational Effectiveness.

To ensure the success of manufacturing work groups, a strong commitment to training is required by the employee, the Union, and the Company. [3]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.

~~Manufacturing work groups will be modeled after those in place at the Ford of Europe, Valencia site. The parties will jointly develop a training program that provides the skills necessary for replication of this model within North America. This program will be delivered in an efficient and cost effective manner utilizing on-the-job, web-based, and/or classroom training, with the intent of delivering a program resulting in accreditation. Any new required production classification and wage rate within the manufacturing work group shall be reviewed by the National Parties.~~

3

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.~~administered comparable to the National Apprenticeship training program.~~

Production employees assigned to an MWG must reach specific milestones and complete the joint training program in order to receive the incremental wage rate. With the exception of promotional opportunities, production employees will be expected to remain in the workgroup for a minimum of 12 months after MWG training completion, not to exceed a total of 15 months.

All plants will adopt the work group/team standard as expeditiously as possible. Plants receiving new investment will have a natural opportunity to lead the way. ~~A common Team Leader classification and wage rate will be made available once the roles and responsibilities have been implemented.~~

[3] Language moved from deleted paragraph below.

The local parties may need to adjust local agreements in support of work group/team implementation with approval by National Ford Department and Labor Affairs. This approach will encompass all elements of Exhibit 1 contained within this Appendix. The National Continuous Improvement Forum will oversee the implementation of work groups/teams and standards governed by the Joint Continuous Improvement Charter.

Efficiencies achieved as a direct result of implementation of the teams will not result in an indefinite layoff of work group/team members. Any reduction within the work group/team would be due to other efficiencies, volume-related actions or attrition.

Recognizing the business value of the team leader role, it is not the Company's intention to use annual productivity efforts to target team leader reductions; however, team leader reductions may be necessary based on other business conditions. The local parties will review these reductions in advance. Remaining disputes may be escalated to the NCIF for review and resolution.

This partnership and employee commitment to personal development and continuous improvement will improve employee engagement, competitive work practices and long-term job security.

~~John Fleming,~~
~~Executive Vice President~~
~~Global Manufacturing and~~
~~Labor Affairs~~

Very truly yours,

John Fleming,
Executive Vice President
Global Manufacturing and
Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba1/00392/4
h
09/21/15

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.

## 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*

**UAW-Ford National Continuous Improvement Charter:**
**Work Group/Team Structure**

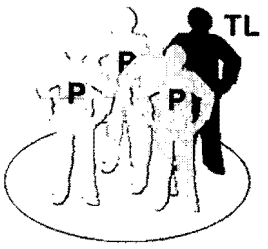
**PURPOSE:**

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

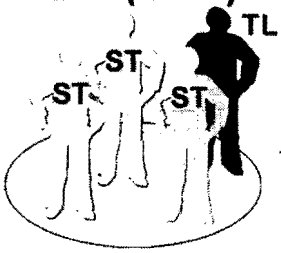
***In the Desired State, our Manufacturing facilities will have any combination of the following Work Groups / Teams:***

**Production Work Group (PWG)**



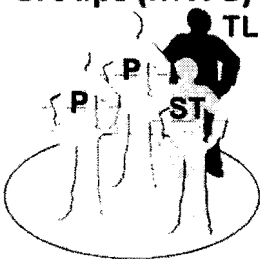

**Examples of Application:**
- *Cyclical Assembly work*
- *MP&L*

**Maintenance Work Teams (MWT)**




**Examples of Application:**
- *Central Maintenance*
- *Specialist Shops*

**Manufacturing Work Groups (MWG)**




**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.

cba1/00396/3
a
10/09/15

## UAW-Ford National Continuous Improvement Charter: Maintenance Work Teams

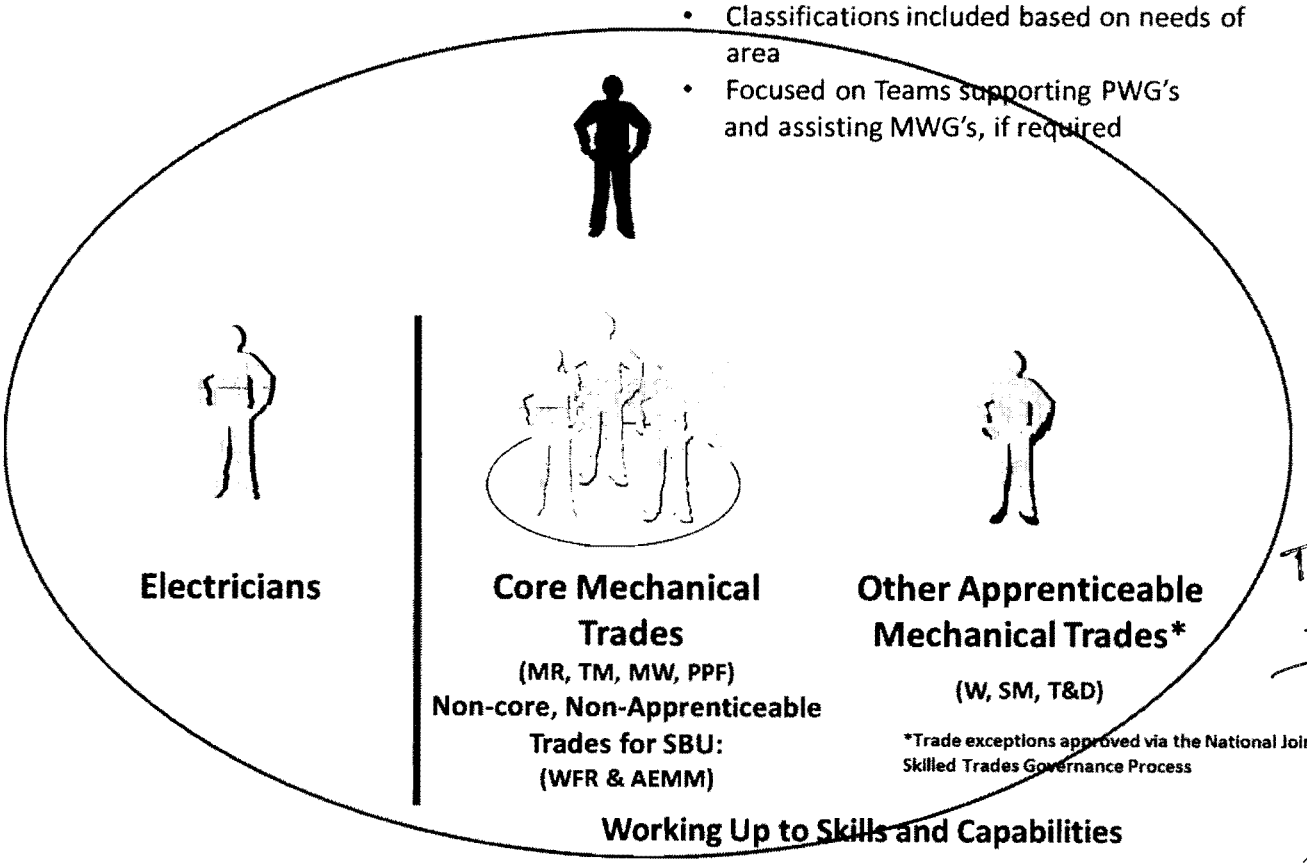
The Mechanical Work Team (MWT) was revised to Maintenance Work Team (MWT) with the addition of Electricians as part of the team structure.

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.

**Maintenance Work Teams (MWT)**

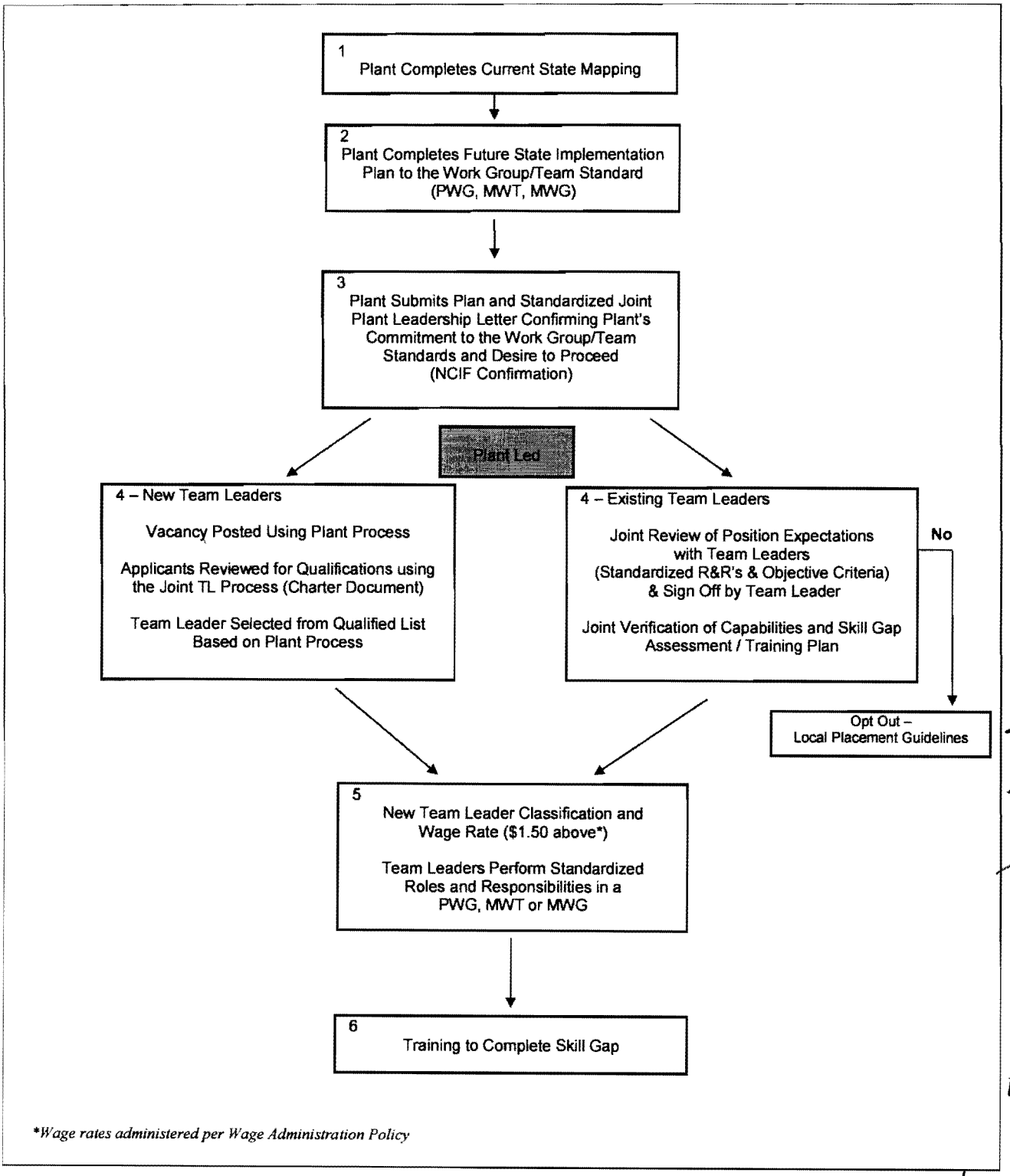
Principles:

- Team Leader drawn from entire team
- Comprised of Multiple Classifications
- Classifications included based on needs of area
- Focused on Teams supporting PWG's and assisting MWG's, if required




cba1/00396/4
a
10/09/15

# UAW-Ford National Continuous Improvement Charter: Team Leader Implementation Flow Chart




*Wage rates administered per Wage Administration Policy*

cba1/00396/5
a
10/09/15

## 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 and Delivery objectives through standardized work. Keep production running safely and smoothly with quality parts** | 1 | Perform Startup & Close-out verification / confirmation tasks |
| | 2 | Conduct daily SQDCPME verifications / confirmations |
| | 3 | Complete daily Standardized Work observation. Monitor compliance with OIS/JSA and correct any non-conformities. |
| | 4 | Review quality and operations for defects or operators for issues |
| | 5 | Understand and adhere to the Quality Operating System and utilize provided tools to improve product and process quality |
| | 6 | Monitor work areas adherence to 5S standards of workplace organization, and ensure workstations are free of debris and contamination |
| | 7 | Monitor work areas adherence to EOS requirements including complying with environmental regulations and conserving natural resources (energy, water, materials) |
| **Respond to ANDON** | 8 | React, Resolve, Track abnormalities (ANDON), and confirm closure of concerns |
| | 9 | Assist production operators as required to maintain production flow consistent with cycle time requirements |
| | 10 | Verify / Confirm maintenance tasks (Crisis, Predictive and Preventive) are completed by the appropriate people |
| | 11 | Obtain materials and supplies for the team. Coordinate appropriate corrective actions to ensure line is properly stocked. |
| **Continuous Improvement** | 12 | Adhere to Time & Data Management to promote and support continuous improvement activities in the team |
| | 13 | Lead FTPM actions to improve job / station performance |
| | 14 | Coordinate activities with Team Members to constructively utilize down time to continuously improve |
| **Communication & Recognition** | 15 | Communicate as required to perform job functions (such as safety, quality and productivity concerns that the Team cannot address) |
| | 16 | Respect and encourage respect of all team members by my actions |
| **Training** | 17 | Responsible for ensuring required training is met within the team, including classroom and on the job |
| | 18 | 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 |

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.

cba1/00396/6
a
10/09/15

## 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.

# 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 points)
  2) SQDCPME knowledge and work habits (40 points)
  3) People and leadership skills (35 points)
  4) Bonus Attendance Points (2 points maximum)

Based on the scoring of the questions above, candidates receiving a threshold score of 70% 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.

**The Joint Leadership team of the Local Continuous Improvement Forum (LCIF) will be responsible for monitoring objective criteria contained within the initial screening.*

cba1/00396/8
a
10/09/15

## 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.

cba1/00396/9
a
10/09/15

## Team Leader Verification

| | 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 observation. Monitor compliance with OIS/JSA and correct any non-conformities. | | | |
| 4 | Review quality and operations for defects or operators for issues | | | |
| 5 | Understand and adhere to the Quality Operating System and utilize provided tools to improve product and process quality | | | |
| 6 | Monitor work areas adherence to 5S standard's of workplace organization, and workstations are free of debris and contamination | | | |
| 7 | Monitor work areas adherence to EOS requirements including complying with environmental regulations and conserving natural resources (energy, water, materials) | | | |
| 8 | 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, ie. Downtime, quality, safety, etc... into FIS and tools | | | |
| 9 | Assist production operators as required to maintain production flow consistent with cycle time requirements | | | |
| | Reset faults to equipment as required and as capable to perform | | | |
| | Report down time as quickly as possible and coordinate the other Team Members to focus efforts on eliminating waste and promoting continuous flow. | | | |
| | Perform operational and administrative tasks of Work Group 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). | | | |
| 10 | Verify / Confirm maintenance tasks (Crisis, Predictive and Preventive) are completed by the appropriate people | | | |
| | 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. | | | |
| 11 | Obtain materials and supplies for the team. Coordinate appropriate corrective actions to ensure line is properly stocked. | | | |
| | Input Shop Floor Requisition (SFR) items and follow SMART System and Material flow guidelines to maintain established material minimum and maximum inventory levels. | | | |
| 12 | Adhere to Time & Data Management to promote and support continuous improvement activities in the team | | | |
| 13 | Lead FTPM actions to improve job / station performance | | | |
| 14 | Coordinate activities with Team Members to constructively utilize down time to continuously improve | | | |
| 15 | Communicate as required to perform job functions (such as safety, quality and productivity concerns that the Team cannot address) | | | |
| 16 | Respect and encourage respect of all team members by my actions | | | |
| 17 | Responsible for ensuring required training is met within the team, including classroom and on the job | | | |
| 18 | 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 | | | |

I understand and acknowledge that I will adhere to the standard 18 Roles & Responsibilities and adhere to my individual training plan.

Signature / Date

cba1/00396/10
a
10/09/15

## 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
    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.***

cba1/00396/12
a
10/09/15

## 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

**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 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.

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.

cba1/00396/15
a
10/09/15

## 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.
- 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:

cba1/00396/16
a
10/09/15

**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
- 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 sytem, 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:

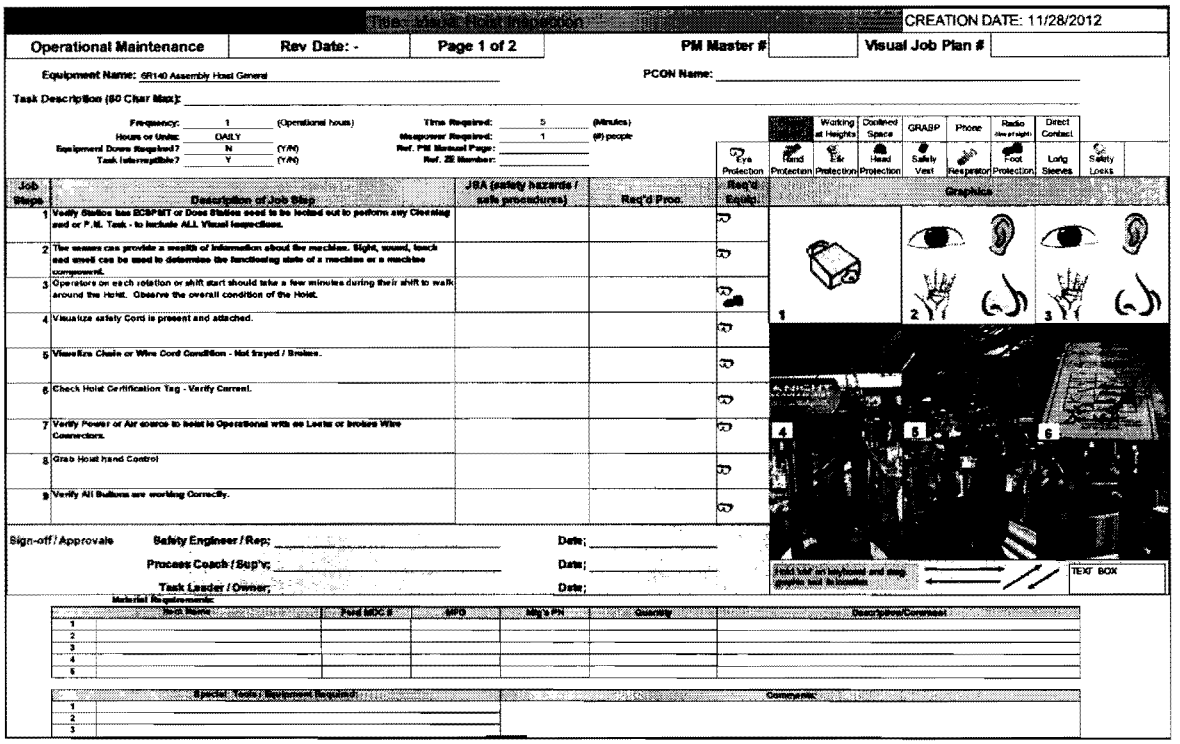
- Heat Exchangers
- Accumulators
- Intensifiers
- Pressure Gauges
- Flow Meters
- Sound Dampening materials

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.

## 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



CREATION DATE: 11/28/2012

Operational Maintenance | Rev Date: - | Page 1 of 2 | PM Master # | Visual Job Plan #

Equipment Name: 6R140 Assembly Hoist General | PCON Name:

Task Description (60 Char Max):

Frequency: 1 (Operational hours) | Time Required: 5 (Minutes)
Hours or Units: DAILY | Manpower Required: 1 (#) people
Equipment Down Required? N (Y/N) | Ref. PM Revised Page:
Task Interruptible? Y (Y/N) | Ref. ZE Member:

| Job Steps | Description of Job Step | JSA (safety hazards / safe procedures) | Req'd Proc. | Req'd Equip. |
|---|---|---|---|---|
| 1 | Verify Station has SCRPBT or Does Station need to be locked out to perform any Cleaning and or P.M. Task - to include ALL Visual Inspections. | | | R |
| 2 | The senses can provide a wealth of information about the machine. Sight, sound, touch and smell can be used to determine the functioning state of a machine or a machine component. | | | R |
| 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. | | | R |
| 4 | Visualize safety Cord is present and attached. | | | R |
| 5 | Visualize Chain or Wire Cord Condition - Not frayed / Broken. | | | R |
| 6 | Check Hoist Certification Tag - Verify Current. | | | R |
| 7 | Verify Power or Air source to hoist is Operational with no Loose or broken Wire Connectors. | | | R |
| 8 | Grab Hoist hand Control | | | R |
| 9 | Verify All Buttons are working Correctly. | | | R |

Graphics

Sign-off / Approvals: Safety Engineer / Rep; Date: | Process Coach / Sup'v; Date: | Task Leader / Owner; Date:

Material Requirements:

| | Item Name | Ford MPC # | MPD | Mfg's PN | Quantity | Description/Comment |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

| | Special Tools / Equipment Required | Comments |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |

- 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

cba1/00396/19
a
10/09/15

10/13/15

10.12.15

# UAW-Ford National Continuous Improvement Charter: Appendix J and Maintenance Work Team Wage Related Material*

| Name | Group | Description | Rate Impact | Classification / Rate Examples |
|---|---|---|---|---|
| Production Work Group (includes MP&L 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<br><br>**Example:** Existing Team Leaders who have received $0.645 will receive an additional $0.855 to reach $1.50 |
| | | Entry Level Team Leader | Increase in rate | Classified as Entry Level (Adjusted Rate) employee. Will be paid $1.50 per hour above the Entry Level (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 ($32.84) |
| | | Trades Assigned to Team - (EL, MR, TM, PF, MW)<br>SBU only - (WFR & AEMM)<br>Additional trades approved per the NJSTGT | Rate remains the same for trades making the MWT rate of $32.84<br>Increase in rate for approved mechanical trades to the MWT rate of $32.84 | Employees assigned to the team making less than the MWT rate of $32.84 receive an increase in pay to $32.84 towork up to their skill and capability<br><br>**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).<br><br>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).<br><br>Entry Level or Entry Level - Adjusted Rate employees are eligible to be an upskilled production operator. However, they are classified Entry Level-Adjusted Rate and paid accordingly.<br><br>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.<br><br>Production Team Leader also eligible to receive $0.50 upskilled increment only upon completion of training.<br><br>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) |
| | | Entry Level Team Leader | Increase in rate | Classified as Entry Level (Adjusted Rate) employee. Will be paid $1.50 per hour above the Entry Level (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 $32.84<br>Increase in rate for trades making less than hourly rate of $32.84 | Employees assigned to the team making less than the MWT rate of $32.84 receive an increase in pay to work up to their skill and capability |

** Wage rates administered per Wage Aministration Policy*

UPDATE WITH ECONOMICS

cba1/00396/20
a
10/09/15

## 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: _____

cba1/00396/21
a
10/09/15

## APPENDIX K

## MEMORANDUM OF UNDERSTANDING
## TEMPORARY PART-TIME EMPLOYEES

The parties recognize that in certain circumstances, it may be necessary to utilize Temporary Part-Time employees to supplement the work force. Where such employees are required, their rights and benefits shall be as indicated below:

I. The following provisions apply to Temporary Part-Time employees hired or rehired on or after November 19, 2007.

1. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work any two days per week, in addition to premium days subject to subparagraph B. below.

A. On the days they are scheduled to work, they may be scheduled for all or any part of the hours posted for the department to which they are assigned.

B. They 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.

C. The utilization of temporary part-time employees shall not be considered as an infringement of the rights of full-time employees under the Ford-UAW Collective Bargaining Agreement. Seniority employees who are laid off or who are to be laid off may request to displace temporary part-time employees. Seniority employees who are utilized as temporary part-time employees will be required to comply with the work schedule for temporary part-time employees.

D. Seniority employees who are utilized as temporary part-time employees shall continue to accumulate seniority and shall be entitled to all the benefits of seniority employees except Supplemental Unemployment Benefits (SUB). Such employees will not be entitled to earn SUB Credit Units on the basis of pay for such work and will not be considered to be on the active employment roll for purposes of crediting Guaranteed Annual Income Credit Units.

2. Temporary part-time employees shall be paid[1] the Entry Level rate identified in Appendix V, Article I, III "Wages and Other Economic Matters" with progression.

3. A temporary part-time employee shall accrue no credit towards acquiring seniority. In the event such employees become full-time employees, they shall be considered as rehires and shall receive no credit towards acquiring seniority for time they were employed as temporary part-time employees.

4. The Company may discharge or terminate a temporary part-time employee, in which case the employee shall have access to the Grievance Procedure in cases of claimed discrimination on account of race, color, national origin, age, sex, or religion.

5. A temporary part-time employee 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.

6. For purposes of determining Union representation, temporary part-time employees will be counted only on days for which they are scheduled to work. Representation will be determined by accumulating the number of temporary employees utilized each day until the number reaches 200 at which time the Union will be authorized an additional representative for one (1) day.

7. A temporary part-time employee will be subject to the provisions of Article II and III of the Ford-UAW Collective Bargaining Agreement. Monthly dues for temporary part-time employees will be as determined by the National Ford Department, UAW.

8. A temporary part-time employee 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.

[1] This language moved from Appendix K, II, 3

9. A temporary part-time employee shall not be covered by the Retirement Plan, the SUB Plan or the Insurance Program,

except as provided in Sections 1D, and 11 and 12 of this Agreement.

A. Such employees shall have only such rights, privileges, compensation or benefits as are expressly provided by the following provisions of the Ford-UAW 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 X, Section 6 - Lunch Periods

B. A seniority employee who is affected by a reduction in force and becomes a temporary part-time 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 temporary part-time employee will be counted.

C. A seniority employee who becomes a temporary part-time employee will be entitled, if otherwise eligible, to receive payment for the wage benefit payments in the following provisions of the Ford-UAW Collective Bargaining Agreement for 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

10. Holiday Pay

A. A temporary part-time employee will be eligible for holiday pay as set forth in Article IX, Section 22(a) of the Ford-UAW Collective Bargaining Agreement provided:

(1) The employee has actually worked at least 90 days prior to the holiday(s);

cba1/00230/3
c
10/23/15

11/03/15

(2) The employee worked the same day(s)as the holiday in the week prior to the week in which the holiday(s) falls 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 Ford-UAW Collective Bargaining Agreement, a temporary part-time 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 falling on Monday or Friday within the Christmas holiday period. An otherwise eligible temporary part-time 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 only two (2) of the holidays for which he would otherwise be eligible in the Christmas holiday period.

B. A seniority employee who is laid off in a reduction in force and becomes a temporary part-time 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 Ford-UAW 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.

C. A probationary employee who is laid off in a reduction in force and is utilized as a temporary part-time employee will be considered for holiday pay purposes as though hired originally as a temporary part-time employee with the number of days actually worked as a

~~full-time employee counted toward the 90 days required for holiday pay eligibility in Subparagraph A of this paragraph.~~

cba1/00230/5
c
10/23/15

## Appendix K

### Memorandum of Understanding - Temporary Employees

During these negotiations the parties held lengthy discussions regarding the use of temporary employees. The parties agreed that in certain circumstances, it may be necessary to utilize temporary employees to supplement the full-time work force. To that end, the parties recognize the following two categories of temporary employees:

- Temporary Part-Time Employees (TPT)
- Short-Term Supplemental Employees (STS)

The following paragraphs set forth the terms and conditions for use of the aforementioned temporary 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 three days per week. TPTs may be utilized any day of the week and at any Ford U.S. facility to replace hourly employees not at work for certain absence codes, specifically, unexcused absences, Intermittent Family Medical Leave Act (FMLA) leaves/absences, or sick leaves of absence of less than twelve (12) months.

b. The Company and the UAW National Ford Department shall meet annually to determine the maximum allowable number of TPTs 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 calculation is still applicable.

i. Such determination will be made by examining unplanned absence data from the previous calendar year. The number of TPTs allowed at each facility will be based on that facility's quarterly average of the aforementioned absences calculated as a percentage of total absenteeism multiplied by the number of full time employees (active on roll plus temporarily inactive). This will represent the full-time equivalent or percent of labor hours that may be worked by TPTs.

ii. The parties recognize there may be a need to utilize a mutually agreed upon higher number of TPTs (than the calculated allowance) on Mondays, Fridays, other "book

end days", Saturdays, Sundays, Holidays, and the days preceding and following Holidays to accommodate the greater number of absences that occur on those days.

iii. If a facility is unable to obtain a sufficient number of TPTs based on candidate work preferences, the parties will meet to discuss suitable alternatives.

c. The National parties will monitor the use of TPT employees in the weekly NFD/Labor Affairs Manpower meeting. Should the UAW-National Ford Department determine that TPTs are being scheduled for hours or for reasons beyond those allowed, it will bring it to the attention of the Director of U.S. Labor Affairs and the Vice President of North America Manufacturing. Violations will be corrected within 2 weeks of such notice or the use of these temps will be subject to cancellation by the National Ford Department.

d. 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. **Short-Term Supplemental Employees (STS)** shall be employed in accordance with the following provisions:

a. STSs are employees hired by the Company who shall be normally scheduled to work any five days per week for a period not to exceed twelve (12) calendar months.

b. In all instances where STS employees are to be utilized, the Company shall canvass existing TPT employees at the requesting facility for their interest to become an STS employee.

c. The Company may hire, rehire or reinstate STS employees for the purpose of summer vacation replacements for the period beginning the first Monday in May and ending no later than the first Saturday following the Labor Day Holiday to supplement seniority employees who take vacation. The Company will review the vacation coverage plans with the National Ford Department prior to May 1st and will address any concerns to the mutual agreement of both parties prior to employees being placed on roll.

i. The National Parties will continue to monitor the use of STS employees as vacation replacements in the weekly

NFD/Labor Affairs Manpower meeting. Issues regarding the use of these employees will be brought to the attention of the Director of U.S. Labor Affairs and the Vice President of North America Manufacturing. These issues will be resolved within 2 weeks or the use of these temps will be subject to cancellation by the National Ford Department.

d. The Company shall review with the National Ford Department other situations requiring STS employees such as, but not limited to: product launches, attrition program transition, periods of high vacation (outside of the summer vacation replacement period), placeholders awaiting transfer of laid off employees from other locations, or other similar supplemental manpower needs.

i. Requests for STS employees in such cases shall be made in writing to the National parties for mutual agreement.

ii. If there are no existing TPT employees at the requesting facility, the Company may hire, rehire or reinstate STS employees for a period of up to one year. If a STS employee works for a continuous period of more than one year, they will gain seniority as an In-Progression employee with a seniority date equal to the most recent hire, rehire or reinstatement date as an STS employee. However, if the most recent hire, rehire, or reinstatement date as an STS employee was prior to xx/xx/xxxx, the STS employee will establish a seniority date of xx/xx/xxxx.

iii. The UAW-National Ford Department may cancel the use of STS employees following two weeks advanced written notice of termination to the Company.

e. STS 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 Short-Term Supplemental employee and the need still remains.

f. For purposes of determining Union representation, STS employees on roll will be counted as part of the Unit.

g. The National parties will continue to review the use of STS employees on an on-going basis. STS employees are not to be employed to avoid hiring to fill permanent positions.

11/05/15

cba1/00235/3
f
11/04/15

III. **The following provisions will apply to both Temporary Part-Time and Short-Term Supplemental employees:**

a. On days they are scheduled to work, temporary employees may be scheduled for all or any part of the hours posted for the department to which they are assigned.

b. 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.

c. 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.

d. The utilization of temporary 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 temporary employees.

ii. Seniority employees who are utilized as temporary employees will be required to comply with the work schedule for temporary employees.

iii. Seniority employees who are utilized as temporary 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). Seniority employees who are utilized as STS employees shall be entitled to SUB.

v. A seniority employee who is affected by a reduction in force and becomes a 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 temporary employee will be counted.

11/05/15

vi. A seniority employee who becomes a 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

e. 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. Additionally, the Company will consider 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 temporary employees at that facility, working and/or laid off temporary employees from the Rouge Site shall be given consideration prior to hiring from the zone.

f. 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. Recall will follow the order from above.

g. Temporary employees shall accrue no credit towards acquiring seniority. In the event such employees become full-time employees, they shall be considered as rehires and shall receive no credit towards acquiring seniority for time they were employed as temporary employees. Temporary employees shall, however, receive credit for time worked as a temporary employee for all eligibility of benefits as an In-Progression employee.

h. The Company may discharge or terminate 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, religion, age, sex, sexual orientation,

gender identity, union activity, national origin, disability and veteran status

i. 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.

j. Temporary employees will be subject to the provisions of Article II and III of the UAW-Ford Collective Bargaining Agreement. Monthly dues for temporary employees will be as determined by the National Ford Department, UAW.

k. Wages beginning on the Effective Date of the Agreement:

i. Temporary employees hired or rehired prior to XXXX XX, 2015 will have their wage rate and progression determined as follows:

Table 1:

| Weeks Worked | Current Wage | Wage Upon Effective Date of 2015 CBA |
|---|---|---|
| Less than 52 weeks worked | $15.78 | $17.00 |
| 52 - 104 weeks worked | $16.66 | $18.00 |
| 105 - 156 weeks worked | $17.53 | $19.50 |
| 157 - 208 weeks worked | $18.41 | $21.00 |
| After 208 weeks worked | $19.28 | $22.00 |
| Maximum Rate | $19.28 | $22.00 |

ii. Temporary employees hired or rehired after XXXX XX,2015 will have their initial wage rate and subsequent wage progression determined as follows:

Table 2:

| Weeks Worked | Wage Progression |
|---|---|
| At Hire | $15.78 |
| 52 - 104 weeks worked | $16.66 |
| 105 - 156 weeks worked | $17.53 |
| 157 - 208 weeks worked | $18.41 |
| After 208 weeks worked | $19.28 |

l. Such employees shall have only such rights, privileges, compensation or benefits as are expressly provided by the following provisions of the 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 X, Section 6 - Lunch Periods

m. Holiday Pay:

i. A temporary employee will be eligible for holiday pay as set forth in Article IX, Section 22(a) of the UAW-Ford Collective Bargaining Agreement provided:

1. The employee has actually worked at least 90 days prior to the holiday(s);

2. The employee worked the same day(s) as the holiday in the week prior to the week in which the holiday(s) falls 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 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 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 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 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

11/05/15

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.

iii. A probationary employee who is laid off in a reduction in force and is utilized as a temporary employee will be considered for holiday pay purposes as though hired originally as a temporary employee with the number of days actually worked as a full-time employee counted toward the 90 days required for holiday pay eligibility in Subparagraph A of this paragraph.

n. Benefits for temporary employees are provided as indicated in Attachment A of this Appendix.

cba1/00235/8
f
11/04/15

11/05/15

ATTACHMENT A

**TEMPORARY ~~PART-TIME~~ EMPLOYEES**

~~H-S-M~~

A. [1]Temporary part-time employees and Short Term Supplemental employees shall be provided hospital-surgical-medical H-S-M coverages ~~(but not drug coverage)~~ commencing as of the ~~first~~ 90th day ~~of the eighth month~~ following ~~the month of~~ hire or rehire ~~(or earlier as required by law)~~. In addition, Short Term Supplemental employees shall be provided with drug coverage commencing on the same date. 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 ~~hospital-surgical-medical-~~programs.

Temporary Part Time and Short Term Supplemental employees will not be able to enroll sponsored dependents.

H-S-M enrollment is limited to the National Preferred Provider Organization (NPPO) Option, 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 | $2,100 |
| Co-Insurance | |
| In-Network | 10% |
| Out-of-Network | 35% |
| Out-of-Pocket Maximum | |
| In-Network | |
| Single | $1,000 |

[1]All language from this document came from Appendix K Attachment A. Language has been moved into its own language control file.

cba1/00233/1
d
11/04/15

| | |
|---|---|
| Family | $2,000 |
| Out-of-Network | |
| Single | No Limit |
| Family | No Limit |

Drug coverage for Short Term Supplemental employees will be limited to the NPPO Option, modified to include the cost-sharing requirements shown below:

| | |
|---|---|
| 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 Urgent Care Center co-payment and the Emergency Room co-payment will not apply.~~

The opportunity for survivors of Temporary Part Time and Short Term Supplemental 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.

ATTACHMENT A

Life Insurance

D. [1]Temporary ~~part-time~~ 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.

1

[1]All language from this document came from Appendix K Attachment A. Language has been moved into its own language control file.

cba1/00231
b
11/2/15

ATTACHMENT A

Savings

B. ~~Temporary employees are not eligible for Company-provided health care coverage in retirement.~~ 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 ~~to which they may be entitled under such plan~~ they accrued while a seniority employee.

1

---

[1]All language from this document came from Appendix K Attachment A. Language has been moved into its own language control file.

cba1/00234
b
11/02/15

**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 ~~non-Entry Level~~ employees as of the Effective Date of the 201~~1~~5 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 ~~after providing documentation satisfactory to Management that the employee has changed permanent residence and relocated~~. Applicants may receive a maximum of two (2) such relocation allowance payments during the term of the then applicable UAW-Ford Collective Bargaining Agreement.

cba1/00246/2
b
10/20/15

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.

cba1/00246/3
b
10/20/15

## III. ADMINISTRATION OF THE JOB SECURITY PROGRAM

The Company and the Union agree that:

A. At each bargaining Unit covered by the 2011~~4~~5 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 2011~~4~~5 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 September 15, 2003.

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 ~~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.

10. Jointly coordinate appropriate local training activities, working closely with the joint local Education, Development and Training Program Committee and the UAW-Ford National Education, Development and Training Center to ensure that quality, cost-efficient training is provided and

MR KB DH

cba1/00246/5
b
10/20/15

10/30/15

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 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 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 2011~~4~~5 Collective Bargaining Agreement.

B. This Memorandum of Understanding shall expire with the expiration of the 2011~~4~~5 Collective Bargaining Agreement.

cba1/00246/7
b
10/20/15

10/30/15

**APPENDIX M**
**ATTACHMENT A**

The National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC) may recommend the following Special Programs for designated eligible ~~non-Entry Level~~ 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 ~~non-Entry Level~~ JSP-eligible employees.

The Special Programs offerings may include the following options:

- Special Retirement Incentive (SRI)
- Special Termination of Employment Program (STEP)
- Mandatory Decision Making

In addition to the Special Programs options above, eligible ~~non-Entry Level~~ 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 at Ford Motor Company ~~and Automotive Components Holdings, LLC~~ locations where UAW represented ~~non-Entry Level~~ JSP-eligible Ford surplus employees exist. The decision of the NJSOESC to offer STEP and SRI 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.

cba1/00246/8
b
10/20/15

**~~FOOTNOTES FOR REFERENCES TO~~**
**~~2009-2010 LANGUAGE~~**

**~~INCORPORATED INTO REVISED APPENDIX M~~**

~~1. Control No. 388 – Memorandum of Understanding – Job Security / SUB / Workforce Utilization, 3/16/2009, Page 1, Administration of Employees on Layoff, entire section, with minor modification~~

~~2. Control No. 388 – Memorandum of Understanding – Job Security / SUB / Workforce Utilization, 3/16/2009, Page 2, Transition Assistance Plan, first sentence of first paragraph under heading, with modification~~

~~3. Control No. 388 – Memorandum of Understanding – Job Security / SUB / Workforce Utilization, 3/16/2009, Page 3, Recall Rights, entire section, with modification~~

~~4. Control No. 388 – Memorandum of Understanding – Job Security / SUB / Workforce Utilization, 3/16/2009, Page 3, Job Placement, first paragraph, with modification~~

~~5. Control No. 1347 – Dirksen-King letter – Understandings Regarding Special Program/Incentive Offerings For Employees at Locations Implementing Indefinite Layoffs, 8/12/2009, fourth paragraph, with modification~~

cba1/00246/9
b
10/20/15

## 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 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

cba1/00258/1
k
10/28/15

Employees on the list will be canvassed for placement in seniority order.

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.[1]

1

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

~~4) Ford employees working at ACH-LLC facilities~~

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 will be administered in the following order: 1) Non-Skilled employees on Indefinite Layoff, 2) Non-Skilled employees on temporary loans, and 3) 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

~~Mandatory placement of these employees will be from lowest-to-highest seniority order.~~

[1] This was formerly Step 3 of Non-Skilled Hierarchy, moved to be part of Step 1 under this agreement. Step 3 has been struck out and eliminated.

cba1/00258/2
k
10/28/15

10/30/15
B.K.

~~3. 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 3~~4.~~ 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, ~~and~~ 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.

~~5. If openings still exist, Ford employees at ACH-LLC locations will be advised of available out-of-zone opportunities via posting for voluntary transfer.~~

~~6. If openings still exist, "active" employees at out-of-zone facilities with employees on Indefinite Layoff will be advised of available out-of-zone opportunities via posting. Once authorized by the Company's Labor Affair Office, Local Hourly Personnel Offices at the out-of-zone location(s) will post a notice for volunteers. Eligible volunteers are 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~~7.~~ 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~~8.~~ If openings still exist, ~~surplus~~ employees ~~on Indefinite Layoff~~ will be extended a job offer according to the provisions outlined below:

cba1/00258/3
k
10/28/15

10/30/15

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. 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 ~~utilizing the Preferential Placement hierarchy.~~[2] 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.

2

- If an employee ~~on Indefinite Layoff~~ 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 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 months, whichever is greater)
  ~~3) Bump the least-senior JSP-eligible employee within the same Preferential Placement Zone as the employee on indefinite layoff, in which case the least-senior JSP-eligible employee must elect either the first or second option above~~

- ~~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~~

[2] This paragraph was moved from 2nd bullet point position of this section (Mandatory Job Offer Step). The last sentence about Zones 1 and 2 is being struck from Agreement.

cba1/00258/4
k
10/28/15

10/30/15
B.K.

~~with surplus. 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 utilizing the Preferential Placement hierarchy. For the purpose of backfills, Preferential Placement Zones 1 and 2 shall be considered as one zone.~~

- 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 time for their consideration of such potential job opportunities

Step 6~~9.~~ 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~~10.~~ 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:

cba1/00258/5
k
10/28/15

10/30/15
B.K.

1. ~~11.~~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. ~~12.~~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.

3. ~~13.~~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.

4. ~~14.~~Employees that voluntarily apply for available in-zone or out-of-zone opportunities will be considered in seniority order.

5. ~~15.~~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.

6.~~16.~~In a zone in which ~~Entry Level~~ In-Progression employees are employed and a workforce reduction occurs within that zone, which could result in the layoff of ~~JSP-eligible~~ Legacy employees, the Company will place those surplus ~~JSP-eligible~~ Legacy employees into jobs held by ~~Entry Level~~ In-Progression employees; thus bumping those ~~Entry Level~~ In-Progression employees to layoff. If there are multiple openings in zone, the surplus employees will be canvassed for their preference in placement opportunities.

**SKILLED PREFERENTIAL PLACEMENT HIERARCHY**

Step 1~~.~~ When a skilled manpower need is identified at a facility;

a) ~~When a skilled manpower need is identified at a facility~~ A combined list of employees with rights to that facility will be developed and include:

- 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 locations will begin the canvass opportunities for the eligible employees.[3]

[3] This was formerly Step 4 of Skilled Hierarchy, moved to be part of Step 1 under this agreement. Step 4 has been struck out and eliminated.

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

~~4) Ford employees in the requested trade working at ACH-LLC facilities~~

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 will be administered in the following order: 1) Skilled Trade employees on Indefinite Layoff, 2) Skilled Trade employees on temporary loans, and 3) Skilled Trade employees working in production.~~

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

~~Mandatory placement of these employees will be accomplished according to lowest-to-highest seniority order (Date of Entry).~~

~~4. 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 locations will begin the canvass opportunities for the eligible employees.~~

Step 4~~5.~~ 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, ~~and~~ 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.

~~6. If openings still exist, Ford employees in the requested trade at ACH LLC locations will be advised of available out-of-zone opportunities via posting for voluntary transfer.~~

~~7. If openings still exist, "active" employees in the requested trade at out-of-zone facilities with employees on Indefinite Layoff in the requested trade will be advised of available out-of-zone opportunities via posting. 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 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~~8.~~ If openings still exist, ~~surplus~~ 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. 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 ~~utilizing the Preferential Placement~~

~~hierarchy.~~[4] 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 ~~surplus~~ 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 ~~surplus~~ 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; ~~Skilled Trade employees working in production, who decline a job offer, will terminate their Date of Entry, forfeit their trade classification, and remain in their production assignment.~~ 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 ~~L~~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 18 months, whichever is greater)
    3) ~~Decline the job offer; Skilled Trade employees working in production, who decline a job offer, will terminate their Date of Entry, forfeit their trade classification, and remain in their production assignment. 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 18 months, whichever is greater)~~
    4) ~~Bump the least-senior JSP-eligible employee in the requested trade within the same Preferential Placement Zone as the employee on indefinite layoff, in which case the least-senior JSP-~~

[4] This paragraph was moved from previous position underneath point 4) of this section (Mandatory Job Offer Step). The last sentence about Zones 1 and 2 is being struck from Agreement.

cba1/00258/10
k
10/28/15

10/30/15 B.K.

~~eligible employee must elect either the first or second option above~~

~~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. 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 utilizing the Preferential Placement hierarchy. For the purpose of backfills, Preferential Placement Zones 1 and 2 shall be considered as one zone.~~

- 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~~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~~9.~~If openings still exist, the Company will discuss with the UAW the feasibility of ~~reskilled~~ reskilling surplus trades or utilizing apprentices. If it is not feasible, the Company will proceed with direct hiring.

Step 7~~10.~~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. ~~11.~~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. ~~12.~~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.

3. ~~13.~~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.

4. ~~14.~~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.

~~15.~~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.

cba1/00258/13
k
10/28/15

**ATTACHMENT A**

**PREFERENTIAL PLACEMENT**
**ZONE ALIGNMENT**

| | |
|---|---|
| Zone 1 | Michigan - West Side |
| | ~~AAI~~ Flat Rock Assembly |
| | Brownstown |
| | Dearborn Engine (Rouge Site) |
| | Dearborn Stamping (Rouge Site) |
| | Dearborn Diversified Mfg. (Rouge Site) |
| | Dearborn Truck Plant (Rouge Site) |
| | Dearborn M&C/Transportation Unit (Rouge Site) |
| | Dearborn T&D Unit (Rouge Site) |
| | Dearborn Research & Engineering (R&E) |
| | Detroit Parts / HVC |
| | Livonia Transmission |
| | Michigan Assembly - Body Stamping Unit |
| | Michigan Assembly - Final Assembly |
| | National Parts |
| | New Model Product Development Center (Pilot Plant) |
| | Rawsonville |
| | ~~Saline~~ |
| | ~~Sheldon Road~~ |
| | Woodhaven Forge |
| | Woodhaven ~~Stamping~~ Hot Metal Forming |
| Zone 2 | Michigan - East Side |
| | Highland Park |
| | Michigan Proving Grounds |
| | Romeo Engine |
| | Sterling |
| | Van Dyke Transmission |
| Zone 3 | New York HVC |
| Zone 4 | Ohio - Cleveland Area |
| | Cleveland Engine #1 |
| | ~~Cleveland Engine #2~~ |
| | Ohio Assembly |
| | ~~Sandusky~~ |
| | ~~Walton Hills Stamping~~ |
| Zone 5 | Illinois |
| | Chicago Assembly |
| | ~~Chicago HVC~~ |
| | Chicago Stamping |
| Zone 6 | Kansas City |

cba1/00260/1
c
11/04/15

| | |
|---|---|
| | Kansas City Assembly |
| | Kansas City HVC |
| Zone 7 | Louisville Area |
| | Louisville Assembly |
| | Kentucky Truck |
| Zone 8 | Twin Cities |
| | ~~Twin Cities~~ |
| | Twin Cities HVC |
| Zone 9 | Atlanta HVC |
| Zone 10 | Ohio-Sharonville |
| | Sharonville |
| Zone 11 | Ohio - Lima Engine |
| Zone 12 | Buffalo Stamping |
| Zone 13 | Denver HVC |
| ~~Zone 14~~ | ~~Evansville HVC~~ |
| Zone 14 ~~15~~ | Fort Worth HVC |
| Zone 15 ~~16~~ | Greensboro HVC |
| Zone 16 ~~17~~ | Hartford HVC |
| Zone 17 ~~18~~ | Houston HVC |
| Zone 18 ~~19~~ | Lakeland HVC |
| Zone 19 ~~20~~ | Memphis HVC |
| Zone 20 ~~21~~ | Ontario HVC |
| ~~Zone 22~~ | ~~Phoenix HVC~~ |
| Zone 21 ~~23~~ | Portland HVC |
| Zone 22 ~~24~~ | Sacramento HVC |
| Zone 23 ~~25~~ | Washington DC HVC |
| Zone 24 ~~26~~ | Indianapolis HVC |

cba1/00260/2
c
11/04/15

**ATTACHMENT B**

**MULTI-PLANT EMPLOYMENT LOCATIONS**

| Employment Location | Facilities Covered |
|---|---|
| Rouge Area Units | ~~Advanced Manufacturing Technical Development Ctr.~~<br>Central Lab<br>Dearborn Engine<br>Dearborn Diversified Manufacturing<br>Dearborn Stamping<br>Dearborn Tool & Die<br>Dearborn Truck<br>Power Utility & Central Maint. Opns.<br>~~Rouge Plant-Wide Units~~<br>Transportation & Technical Service<br>Vehicle Service Center<br>World Headquarters Grounds |
| ~~Cleveland Engine~~ | ~~Cleveland Engine No. 1~~<br>~~Cleveland Engine No. 2~~ |
| Research & Engineering Center | Eng. Mfg. Devel. Ops (EMDO)<br>NMPDC (Local 245)<br>NMPDC (Local 931)<br>R&E Admin. Garage<br>R&E Central Staff<br>~~Scientific Research Lab~~ Research & Innovation Center (RIC)<br>Site Management Opns. |

cba1/00260/3
c
11/04/15

**ATTACHMENT C**

**PLACEMENT HIERARCHY**

**Non-Skilled Preferential Placement Hierarchy**

ADMINISTERED BY THE HIRING LOCATION:

STEP 1 a) IN-PLANT RECALL LIST

- 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.
- Legacy employees (hired or rehired prior to November 19, 2007) who bumped In-Progression employees in-zone as a result of a workforce reduction

b) RETURN TO BASIC UNIT RIGHTS ELIGIBLE EMPLOYEES

- Eligible employees with Return to Basic Unit Rights[1]

1

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
- ~~Ford Employees working at ACH-LLC facilities in-zone~~
- Closed Plant Return To Area

~~– Closed Plant Return to Area~~
– Mandatory Placement

~~STEP 3 RETURN TO BASIC UNIT RIGHTS ELIGIBLE EMPLOYEES~~

- ~~Eligible employees with Return to Basic Unit Rights~~

STEP 43 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

[1] This language was moved from former Step 3 of Non-Skilled Hierarchy

~~STEP 5 POSTING PROCESS FOR FORD EMPLOYEES WORKING OUT-OF-ZONE AT ACH-LLC LOCATIONS~~

~~STEP 6 ACTIVE EMPLOYEES AT OUT-OF-ZONE LOCATIONS WITH SURPLUS – Out-of-Zone Posting Process~~

STEP ~~7~~4 SKILLED TRADES VOLUNTEERS FOR NON-SKILLED (PRODUCTION) OPENINGS

STEP ~~8~~5 FORMAL JOB OFFERS TO OUT-OF-ZONE EMPLOYEES

- Mandatory job offers to lowest seniority employees ~~on Indefinite Layoff~~ in a zone with surplus

STEP ~~9~~6 IN-ZONE SKILLED TRADES EMPLOYEES

STEP ~~10~~7 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

- 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[2]

2

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;

[2] This language was moved from former Step 4 of Skilled Hierarchy

- 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
- ~~Ford Employees in the requested trade working at ACH-LLC facilities in-zone~~
- Closed Plant Return To Area

~~– Closed Plant Return to Area~~

– Mandatory Placement

~~STEP 4 RETURN TO BASIC UNIT RIGHTS ELIGIBLE EMPLOYEES~~

~~• Eligible employees with Return to Basic Unit Rights~~

STEP ~~5~~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 6 POSTING PROCESS FOR FORD EMPLOYEES WORKING OUT-OF-ZONE AT ACH-LLC LOCATIONS~~

~~STEP 7 ACTIVE EMPLOYEES AT OUT-OF-ZONE LOCATIONS WITH SURPLUS – Out-of-Zone Posting Process~~

STEP ~~8~~5 FORMAL JOB OFFERS TO OUT-OF-ZONE EMPLOYEES

- Mandatory job offers to lowest seniority employees ~~on Indefinite Layoff~~ in the requested trade in a zone with surplus

STEP 6 CONSIDER RESKILLING SURPLUS TRADES OR UTILIZING APPRENTICES

STEP ~~9~~7 REHIRE-NEW HIRE

cba1/00266/3
f
10/28/15

**APPENDIX O**

**MEMORANDUM OF UNDERSTANDING**
**RETURN TO BASIC UNIT**

The parties recognize that some employees placed in a plant may have the desire to return to their "home" plant or Basic Unit or, in the case of employees from closed locations, to return to other plants in the same zone as their Basic Unit. The parties recognize also that, in affording such employees the opportunity to return, it is necessary to do so in a manner consistent with the maintenance of quality and efficiency in both the releasing and accepting plants. Accordingly, the purpose of this Agreement is to provide methods and procedures and to detail the circumstance whereby eligible employees will be offered the opportunity to return to their Basic Unit or, in the case of employees from closed locations, to return to other plants in the same zone as their Basic Unit.

1. ~~1.~~Eligible employees are those active employees who have been assigned, subsequent to October 24, 2011, to a plant other than their Basic Unit pursuant to the provisions of Appendix N, or other special placement programs. Employees who have transferred among plants where local agreements allow employees to be placed in a plant other than their Basic Unit are not eligible for transfer under this provision. Active Employees who have voluntarily transferred to a permanent job opportunity within the same zone terminate their seniority to all other facilities. Employees who transfer to a permanent job opportunity outside of their current zone will maintain their Basic Unit so long as they do not take the enhanced relocation moving allowance.

2. In-Progression employees will be eligible for Return to Basic Unit (RTBU) rights under Appendix O upon transferring to an out-of-zone location so long as they do not take the enhanced relocation moving allowance. Additionally, after four years of seniority; they will become eligible for in-zone RTBU rights under Appendix O.

3. ~~2.~~Eligible employees will automatically be considered to return to the plant which is their Basic Unit or, in the case of employees from closed locations, to return to other plants in the same zone as their Basic Unit. Local management is responsible for communicating this process to employees. Copies of

acceptances and declines will be forwarded to the National Ford Department.

4. ~~3.~~Employees placed in-zone or out-of-zone subsequent to the Effective Date of the Agreement will be eligible to return to their Basic Unit as set forth below. Such employees shall be placed (in seniority order) on a "return home" list at the plant which is their Basic Unit. Employees will be surveyed for Return to Basic Unit opportunities in seniority order. An employee (in-zone and out-of-zone transfers) will not be eligible for Return to Basic Unit opportunities prior to six months from the date on which the employee is transferred to a plant other than their Basic Unit. A separate list of employees from closed locations who have applied to return to the zone of their Basic Unit will be maintained by the Labor Affairs Office and the National Ford Department.

5. ~~4.~~Each facility will maintain an applicant listing for use by the local parties.

6. ~~5.~~Should a Ford Motor Company plant with a "return home" list have employment requirements, it will combine its "return home" list and recall list (if any) in seniority order and recall from such combined list until its needs are met or such combined list is exhausted. Should the combined list be exhausted and additional employment required, it will fill further openings in accordance with the provisions of this memorandum and other applicable agreements between the parties and then by hire or rehire. However, employees from closed locations will be returned to available work at other plants in the same zone as their Basic Unit in accordance with the Placement Hierarchy, Appendix N, Attachment C.

7. ~~6.~~Should an employee return to their Basic Unit or, in the case of employees from closed locations, to a plant in the same zone as the employee's Basic Unit, under the provisions of paragraph 5 above, the employee will retain no seniority rights at the "releasing" plant. Should an employee on the Return to Basic Unit list, as described under paragraph 3 above, subsequently refuse an offer of return, the employee shall be offered no other rights under this Memorandum.

8. ~~7.~~The provisions of this Memorandum will have no impact on the application of Article VIII, Section 1(b) of the Collective Bargaining Agreement. 8.

9. ~~8.~~It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by "returnees", the availability of replacement personnel, product or new model launch, releasing plant staffing requirements, etc. Where possible, Management will endeavor to release employees within 30 days provided the location has the flexibility to employ a provisional workforce. Disputes regarding this issue may be immediately referred to the Company's Labor Affairs Office and the UAW's National Ford Department for resolution. Division and Operations Labor Relations personnel will be re-advised of the importance of prompt release of returning employees.

10. ~~9.~~Employees transferring pursuant to the provisions of this Memorandum will be eligible for moving allowances provided by Article IX, Section 28(b) of the Collective Bargaining Agreement on the same basis as a laid off employee. Such employee also, upon acceding to their home plant will be placed on available work and will not be eligible to alter the vacation schedules in effect at the time of their return.

11. ~~10.~~The parties recognize that the provisions of this Memorandum have complex administrative implications. Accordingly, claims of violation 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.

**APPENDIX P**

**UAW-FORD MEMORANDUM OF UNDERSTANDING**
**ADVANCED MANUFACTURING/PRODUCT INTELLIGENCE AND 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.

During the term of the ~~2011~~ 2015 Agreement, the Company will advise, in writing, the Union members of the ~~Advanced Manufacturing and~~ Sourcing group of the monthly Sourcing Council meeting results, including the number of potential jobs affected. Additionally, data regarding work brought in-house and work outsourced will be given to the International Union in a monthly meeting. (The Company will provide this data to the International Union via email or on a computer disk, and to the impacted local parties, via email, reflecting their individual plant status). In this manner, the parties can judge the success of mutual efforts toward improved job security. The Company further agrees to address its sourcing during the ~~2011~~ 2015 Agreement, 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 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. Implementation of Appendix P

   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. With respect to sourcing, the NJSOESC will be responsible to implement any training during the term of the ~~2011~~ 2015 Agreement. The parties agreed to joint training on an annual basis and will work collaboratively to develop such training as warranted. Expenses will be paid by Joint Funds. The parties recognize the value of materials available on the sourcing website and agreed that modifications may be made to the website by mutual agreement between the parties during the term of the Agreement. The NJSOESC is responsible for maintaining and updating the Sourcing Process Flow Charts. The NJSOESC also will monitor sourcing at the national level and address sourcing concerns and their impact on the workforce. The International Union and, where appropriate, 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 contemplated sourcing.

      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.

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 Coordinator(s).

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. The business case is to be signed by the LJSOESC and the UAW National Ford Department

~~Advanced Manufacturing and~~ Sourcing Coordinator(s). 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 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 ~~Advanced Manufacturing and~~ Sourcing Coordinator(s). 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.

When a temporary outsourcing action is being considered, the Company will ~~provide to~~meet with the Chairperson of the Local Union~~, a~~ and provide written notice containing the reasons it is considering the temporary outsourcing at that facility~~, and~~ 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 National Ford Department. Labor Affairs and the National Ford Department will work together to improve compliance to the notification process.

5. Advanced Manufacturing ~~and Sourcing Representatives~~/Product Intelligence

a. Quarterly Meetings

Quarterly UAW-Ford ~~Quarterly~~ Meetings ~~will Meetings~~ will be continued with the V.P. of Manufacturing to review Sourcing and Advanced Manufacturing/Product Intelligence topics. Attendees will include UAW Assistant Director of Sourcing, UAW Assistant Director of Advanced Manufacturing/Product Intelligence, Director-Labor Affairs, Labor Affairs Sourcing Manager, and others as deemed necessary. These reviews

will include discussions about insourcing plans, job creation, and operational effectiveness opportunities at U.S. assembly, stamping, and powertrain plants. ~~and will~~ 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.[‡]

b. 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 ~~and Sourcing~~ 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, 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.

---

[‡] ~~Moved from Sourcing Addendum~~

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.

d. 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.[2]

---

[2] ~~Moved from Sourcing Addendum~~

e. 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 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.

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 ~~41~~36 months before Job 1 for Program Overviews, to approximately ~~30~~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.

f. Meetings with Operations
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 Business Office, Purchasing, Engineering and/or Operations Managers or their

designated representatives to discuss issues of concern to the Union.

Further follow-up meetings will be scheduled as required at the request of either party.

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 provide Ford Motor Company employees in the United States improved job security by expanding the business.

cbal/00259/10
e
09/04/15

## 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-Ford Department and the Company's Vice President Labor Affairs for review and approval.

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, Manufacturing and by the Vice President and Director of the UAW-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 ~~(e.g., Chartering),~~ recognizing that program design may vary among the organizations involved.

- 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, Global Quality Research System (GQRS), Consumer's Report, 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**

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 National Quality Committee will be co-chaired by an appointed representative of the Vice President and Director of the UAW-Ford Department and an appointed representative of the 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-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 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 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.

cba1/00257/4
c
09/05/15

- 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 continue to meet at least monthly, or more frequently as they determine necessary. They may agree to meet consistent with local Time and Data Management processes. 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.

- 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 timely access to the list of suppliers that 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 agree to continue to utilize local dealer panels where mutually agreeable, whereby, after appropriate orientation and training, the National Ford Department and local union offices may communicate with the Company's customer services activities on customer concerns and other quality matters. Such local Vehicle Concern Service Resolution Process/dealer panels will be affiliated with and 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, where no dealer panels exist. Members of the UAW-Ford National Quality Committee will visit each facility to communicate the new procedure, and make recommendations, as appropriate.

- 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-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**

- The Company and the UAW ~~will continue~~ reaffirms ~~to~~ 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~~s~~ 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 Education, Development and Training Program, in accordance with provisions governing that Program. Local initiatives will be charged to local training funds.

cba1/00257/11
c
09/05/15

## 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 ~~overriding~~ 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 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;
- 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;
- expanding upstream pro-active engineering and design, including new technologies, for health and safety;

10/21/2015 MJ



JW MB RM 10/21/15

- conducting effective joint Safety Process Review Boards;
- exploring methods to enhance safe 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; ~~and~~
- support 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. ~~UAW Vice President and Director of the National Ford Department and the Vice President of Labor Affairs~~ 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.

10/21/2015
SK
MS

cba1/00254/2
d
10/21/15

The Company and the International Union agree that the effective date of this Memorandum means the effective date of this ~~the 2011~~ Collective Bargaining Agreement and will expire with the expiration of ~~the 2011~~ this Collective Bargaining Agreement.

~~Accordingly,~~ ~~t~~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 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.

10/21/2015 SC MS

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.

**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 funds. Joint funds 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 is out of the plant to attend such training. The 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.

- **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.

10/21/2015 SIC MD



JW MD KW

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 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 Safety Council (MSC) 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.

- **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. 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;**
Health and Safety

**Letters of Understanding:**
The following letters of understanding are unpublished.

- Additional Health and Safety Representatives (10-31-73)

10/21/2015 cba1/00254/6
d
10/21/15

- 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-Chrysler 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 and safety 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

10/21/2015 SK MJ



JW MB RW

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 1987, the NJCHS developed a training program on lockout procedures. In 1996, a module on ECPL placarding was developed and has been included in the core training. In 2007, the ECPL program was updated to include "hands on" training techniques, to make use of different methods of delivery, and to address new technology including energy control techniques. In 2010, ECPL was updated to include Troubleshooting, Energy Control for Servicing and Permitted Minor Tasks (ECSPMT), Power-on Tasks, and was redesigned following the format of more recently developed NJCHS programs.~~ 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 ~~outlined in FAS08-100 - Energy Control and Power Lockout~~ 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

10/21/2015 SK MS



JW MB pw dc

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.

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 has been established and meets on an as needed basis. 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).
- ~~r~~Replacement of damaged or missing placards, and
- Immediate identification and rectification of inaccurate placards.

The committee will report the placarding status to the Plant Safety Process Review Board.

- **Guidelines, Responsibilities, and Safe Practices (GRASP)** The NJCHS ~~has developed and~~ will ~~continue to implement~~ 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

10/21/2015 SK MS



JW MB

provided. The NJCHS will update the GRASP refresher. The recipients and frequency will be determined by the NJCHS.

~~A GRASP refresher session was developed and delivered in 1996/97 time period. The frequency of future GRASP refresher programs will be determined by the NJCHS.~~

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

10/21/2015 SLC MJ



JW MB KM SL

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 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

10/21/2015 SK MS



JW MB

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.

- **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 comprehensive training for supervisors and committeepersons on health and safety fundamentals, accident investigations, communications, and ergonomics.

10/21/2015
SK
MS



JW
MB
RW

- ***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 facilities at the National Programs Center for these purposes.

- **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 Representatives. Alternate H & S representative training will be identified by the NJCHS and facilitated locally.

- **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.

10/21/2015 SK MS



JC MB pm le

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 ~~suggest~~ 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.

V. **Other Important Matters**

- **Issue Resolution Process**

  The parties agree that health and safety issues will be promptly resolved at the base level of ~~in~~ 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**

  A Combustion Safety Core Team, consisting of the NJCHS and Company leadership, has been established to provide strategic oversight for all issues related to gas-fired equipment (e.g. standards and procedures, safety training resources, process verification reviews, and maintenance procedures). Also, the Combustion Safety Team will jointly review proposed new equipment and procedures.

10/21/2015 SK MS

cba1/00254/14
d
10/21/15

JC NB RM

- **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 is an additional and separate activity 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 activities based on local needs.

  The ~~Unit~~ UAW Health and Safety Representatives will continue ~~to be permitted~~ to participate in change management for new equipment and processes, which ~~would~~ could include reviews of:

  - new plant layouts~~,~~
  - ~~new manufacturing equipment,~~ machine and equipment buy-offs,
  - PMHV applications~~,~~ and associated equipment,
  - new and retooled work stations, ~~and~~
  - major process changes where employee health and/or safety may be affected ~~and make appropriate recommendations regarding such matters.~~,
  - 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. Where

10/21/15
SK
MS

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 ~~I~~issues that cannot be resolved locally regarding review of technology and launch should follow ~~be referred through~~ 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~~.~~,

  (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, 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:

10/21/2015 MJ

cba1/00254/16
d
10/21/15

- employees and their supervisors;
- Company Safety Engineers;
- ~~Unit~~ 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 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. 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

At locations where a LEC bargaining unit member is afforded time in accordance with the above provisions, such member will be designated by the Vice President and Director, UAW, National Ford Department.

10/21/2015
SK
MS

cba1/00254/17
d
10/21/15

RM



sc

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, 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.

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.

10/21/2015 BL MJ



JW MB pm le

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 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

10/21/2015 cba1/00254/19
d
10/21/15

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 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.

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 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. ~~Unit~~ UAW Health

10/21/2015 SK MG



JW MB pm

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, ~~PLAID, and~~ 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 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.

10/31/2015 BK MS



JW MB RM Se

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.

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

10/21/2015 SL MS



JW MB RW SL

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 Company will ensure that NA Construction Specification 15500 for ventilation is followed during major facility and process changes. Unresolved concerns to this process will be escalated through the Issue Resolution Process.

The NJCHS will facilitate a periodic meeting, or upon request, with Industrial Hygiene to review sampling work plans, results from sampling done, 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.

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.

10/21/2015

cba1/00254/23
d
10/21/15

Each applicable facility will have oil mist levels mapped once per year during the winter and more frequently if required in areas identified over 0.5 mg/m3 to identify exposure sources. Data collection for the mist mapping will be conducted by PTO Manufacturing Engineering. The Unit H&S representative will be trained and must accompany engineering personnel 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 pratices and other collaborative topics as jointly agreed to.

~~In order t~~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 Unit Health and Safety Representative(s)~~. 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. ~~The contents of the annual heat stress letter will be shared with the NJCHS in advance for review and input. Information on heat stress will be provided annually to all employees.~~ 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

10/21/2015
SK
MJ

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,
- 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

10/21/2015 MS

noise exposure levels and the number of employees by location: 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; ~~and personnel lifts~~, 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.

- **Tag Procedures**
  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.

- **Plant Safety Process Review Boards**

10/21/2015 SK NJ



JW MB RM SK

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 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. Problems that arise concerning the establishment and proper functioning of safety/work teams may be referred through the Issue Resolution Process

10/21/2015

cba1/00254/27
d
10/21/15

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~~,~~ ~~assembly,~~ 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 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. Sites will establish their monthly drills and practice sessions locally. 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 focus group made up jointly of key UAW and Company personnel. This group will develop a charter including meeting cadence, ERT recognition and standing agenda items with the NJCHS. The NJCHS will pursue opportunities to hold the ERT challenge or equivalent activity once during the term of this contract.

Each location is required to conduct an annual departmental stand down to address severe weather /

10/21/2015 cba1/00254/28 d 10/21/15

natural disaster preparedness. Severe weather and natural disaster preparedness messages should be based upon the local Emergency Response Plan risk assessment.

- **Near-miss Reporting**
  ~~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 ~~which~~ ensure~~s~~ 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.

- **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.

10/21/2015

cba1/00254/29
d
10/21/15

This Memorandum supersedes and supplants the ~~2007~~ 2011 Memorandum set forth in Appendix S.

10/21/2015

cba1/00254/30
d
10/21/15

## 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.

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)**

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.

cba1/00261/1
h
11/4/15

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.

- 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 employees 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 JGB.

**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, ~~Entry Level employees~~ 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.

**Responsibilities and Functions of the EDTP**

While various administrative, procedural and eligibility details of the EDTP will be resolved by the JGB, the EDTP'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 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), 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;

- Maintaining contact with Company and UAW field organizations to provide visibility for the EDTP and promote participation.

~~**Local Education, Development and Training Program (EDTP) Committees**~~

~~Presently established local plant level joint Education, Development and Training Program (EDTP) committees will continue to function and such committees will be established at those Units where they do not presently exist. Program structure and design may vary based on the nature of the operations and organizations involved. Normally, plant EDTP~~

~~committees should consist of the Co Chairs (the local UAW president/chairperson; the local Human Resources Manager or member of the Human Resources office) and an equal number of appropriate Union and Company representatives with training responsibilities or expertise. Additional internal resource personnel may attend on an ad hoc basis, as appropriate. (It is understood that non UAW and non Ford persons will not serve in a decision making capacity on these committees, but may provide professional assistance to the committees, as needed).~~

~~These local committees will continue to meet at least quarterly, or more frequently as they determine necessary, to assess, plan, recommend, coordinate, monitor, review and evaluate the joint program for which they are responsible. The NPC will develop training for EDTP committee members, as required.~~

**Employee Tuition Plans**

Employee Tuition Plans for active and inactive UAW-represented seniority Ford employees will be continued and funded under the EDTP. ~~Entry Level employees~~ In-Progression employees will be entitled to Tuition Assistance - Active workers~~,~~ and Tuition Assistance - Inactive workers; as it relates to the guidelines established below. ~~for Education Training Assistance Plan and Personal Development Assistance.~~

The Employee Tuition Plans will continue to be administered by the UAW-Ford NPC under the general guidance of the JGB and in accordance with the terms and conditions established by that Body from time to time.

The NPC 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 2015 federal non-taxable limit is $5,250).

**Tuition Assistance - Active Workers**

Education Training Assistance Plan (ETAP) 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 ~~$5,000~~ $6,000 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 ~~at approved educational institutions~~; up to ~~$200~~ $400 of the ~~$5,000~~ $6,000 may be used for the purchase of books. ETAP generally covers:

- all courses required for high school completion (or high school equivalency certificate);
- university, college, business, trade, or vocational school courses or adult education classes.~~; and~~

~~other courses or studies approved by the JGB, including "targeted training" courses for credit piloted and approved for general use.~~

- **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 ~~$2,200~~ $2,700 per calendar year upon approval of the Joint Governing Body. 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 JGB.

  - Educational Enrichment Courses - $500 of the $2,700 PDA allotment may be used for Educational Enrichment Courses, 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 ~~$5,000~~ $6,000 of assistance for tuition, approved fees and books (up to ~~$200~~ $400 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 ~~$5,000~~ $6,000 aggregate limit.

- **Deceased Employee - Spouse/Dependent Eligibility**
  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 ~~National Employee Services Center~~ EDTP Department of the UAW-Ford National Programs Center in the letter ~~benefit summary~~ 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 ~~$8,400~~ $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 | ~~$6,400~~ $7,400 |
| 3 to less than 4 Years | ~~$7,400~~ $8,400 |
| 4 or more Years | ~~$8,400~~ $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 ~~$5,250~~ $6,000 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**
  Seniority employees on 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.

- **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 $20.00 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 placement counseling or related services arranged or approved by the UAW-Ford NPC.

  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 Agreement has no application to, or jurisdiction over, any matter relating to this Memorandum of Understanding.

cba1/00261/10
h
11/4/15

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) 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) 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 National Programs Center Joint Governing Body 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 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.

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. 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 National Joint Governing Body.

D. **Local Employee Support Services Program Representatives**

- Article VI, Section 10 is reaffirmed as being in full force and effect in conjunction with this Memorandum of Understanding.

- 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, ~~shredders and printers,~~ to ensure they are provided locally as required.**

- 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 reviewed by the National ESSP Committee and funded through EDTP. The funding will be limited to $25,000

for the duration of the 2015 contract. The equipment will be provided within six months of contract ratification, on an as needed basis.

- **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.**

- Efforts will continue toward facilitating the professional development of local ESSP representatives. In this regard, 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.

- To enhance and strengthen the skills of local ESSP representatives, the parties have also agreed:

- 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.

- 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.

- UAW appointed ESSP representatives will be required to earn an EAP Certification, **through the Labor Assistance Professional Association (LAP) and become LAP members** in addition to any other certifications the individual ESSP representatives may hold. UAW

appointed Representatives will be given up to (3) three years, upon its availability, 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.

- ESSP Representatives will be required to furnish the National Committee for ESSP a quarterly report 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 life styles, and to remind employees of these resources during demonstrated times of need. Working together, the Union and the Company can achieve common goals in these areas.

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, 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 emotional disorders or other serious personal or family issues; referral of such employees for professional diagnostic evaluation, counseling or treatment 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 family members having such concerns.



JAK 9/4/15
9/4/15
9/8/15



TJ RR
mp RSE DM
MB 9/4/15 9/4/15
DG
JC 9-4-15
DPP 9-4-15 WLM 9-4-15
JFC AK 9-4-15
492

Employees demonstrating alcoholism, drug dependency, 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 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.

A. **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 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, 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.

B. **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 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 under the **Mental Health and Substance Use Disorder** Managed Care Program, **which is part of the Ford health plan,** (**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 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. FITNESS CENTERS

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 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.

**Existing Fitness Centers**

Locations will be responsible for facility 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 wellness initiatives, the parties have agreed to establish a process assisting locations in the** maintenance, repair, and **replacement of specific fitness center equipment, primarily** ~~**treadmills, ellipticals, and stationary bikes,**~~ cardio, strength, and group exercise equipment**. 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



J4K 9/4/15
9/4/15
9/8/15



TJ BR RSE 9/4/15 DG 9/4/15 JRW 9-8-15 9-4-15 WLM 9-4-15 9-4-15

employees in designated PS&L locations, up to ~~$150~~ 200 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 ~~both~~ fitness center equipment maintenance, repair, replacement, and individual membership will be reviewed by the National ESSP Committee and funded through the Education, Development and Training Program (EDTP). The funding will be limited to ~~$650,000~~ 2,000,000 for the duration of the 201~~4~~5 contract~~.~~, for existing and newly approved facilities.

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

A. 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.

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



JAK 9/4/15
9/4/15
9/8/15



9-4-15
9-4-15

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.

In many locations, community based child care resources and options available to employees are limited, especially for those employees working different shift patterns. In an effort to increase these resources, the UAW-Ford National ESSP Committee will provide assistance to meet the needs of employees, especially those working different shift patterns. These efforts may include but are not limited to identifying and influencing child and elder care providers where markets are large enough to encourage leverage (i.e. discounts and extended hours).

**Adoption Assistance**
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.

**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.

Funding of the Family Consultation and Referral Services will be provided by the EDTP. Employees will pay the direct cost of care.

4. **Parenting Education**



JAK 9/4/15
9/4/15
9/8/15

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)

**APPENDIX V**

**MEMORANDUM OF UNDERSTANDING**
**UAW-FORD IN-PROGRESSION ~~ENTRY-LEVEL~~ WAGE & BENEFIT AGREEMENT**
**FOR 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 2011~~7~~5 (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 2011~~7~~5 National Agreement.

Notwithstanding the foregoing, or anything else to the contrary, this Memorandum applies to all UAW-represented Ford facilities covered by the 2011~~7~~5 UAW-Ford National Agreement.

**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 ~~Entry Level employees~~ at all Ford Motor Company facilities covered by the UAW-Ford National Agreement who have not previously converted to non-Entry Level status. ~~"Entry Level employees" means regular full time employees hired or rehired on or after November 19, 2007. The Entry Level wage rate identified in this Memorandum shall apply to any such Entry Level employees until such employee becomes a regular, non-Entry Level employee.~~

## II. Seniority and Transfers

Employees hired, ~~or~~ 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 ~~F~~future employees covered by this Memorandum will receive ~~the following~~ rates of pay in accordance with paragraphs A through C below:

~~Starting Rate $15.78~~
~~Full Rate $19.28~~

~~Employees covered by this Memorandum as of the Effective Date of the Agreement will have their present wage rate and future wage progression increases determined as follows:~~

~~Years of Service as an Entry Level Employee at Ratification~~

| | ~~1 or less~~ | ~~>1 to <2~~ | ~~2 or more~~ |
|---|---|---|---|
| ~~At Ratification~~ | ~~$15.78~~ | ~~$16.66~~ | ~~$17.53~~ |
| ~~As of Sept 15, 2012~~ | ~~$17.53~~ | ~~$18.41~~ | ~~$18.41~~ |
| ~~As of Sept 15, 2013~~ | ~~$19.28~~ | ~~$19.28~~ | ~~$19.28~~ |
| ~~Full Rate~~ | ~~$19.28~~ | ~~$19.28~~ | ~~$19.28~~ |

~~Employees covered by this Memorandum after the Effective Date of the Agreement will have their initial wage rate and future wage progression increases determined as follows:~~

| | |
|---|---|
| ~~New Hire / Rehire~~ | ~~$15.78~~ |
| ~~After 12 Months 52 Weeks Worked~~ | ~~$16.66~~ |
| ~~After 24 Months 104 Weeks Worked~~ | ~~$17.53~~ |
| ~~After 36 Months 156 Weeks~~ | ~~$18.41~~ |

cba1/00385/2
e
11/05/15

| | |
|---|---|
| ~~Worked~~ | |
| ~~After 48 Months 208 Weeks Worked~~ | ~~$19.28~~ |
| ~~Full Rate~~ | ~~$19.28~~ |

A. Production Employees (excluding Rawsonville, Sterling and Woodhaven Hot Metal Forming Plant)

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 their current rate step effective XXXX XX, 2015 in accordance with the table below. Those employees whose rates are increased to the next step on XXXX XX, 2015 shall maintain those rates until they meet the required timing for subsequent rate step increases. This Section III, A is not applicable to Sterling, Rawsonville or Woodhaven Hot Metal Forming Plant employees.

TABLE 1

Wage increases for this group will be effective upon ratification and then in twelve month intervals thereafter. For clarity, increases occurring for In-Progression employees will be employee specific and will be effective on the Monday following the anniversary of the employees hire date.

| Years of Service on the Effective Date | Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Legacy Classification Wage Rate* |
|---|---|---|---|---|---|---|---|---|---|
| Less than 1 | $17.00 | $18.00 | $19.50 | $21.00 | $22.50 | $24.00 | $26.00 | $28.00 | * |
| 1<2 | $18.00 | $19.50 | $21.00 | $22.50 | $24.00 | $26.00 | $28.00 | * | * |
| 2<3 | $19.50 | $21.00 | $22.50 | $24.00 | $26.00 | $28.00 | * | * | * |
| 3<4 | $21.00 | $22.50 | $24.00 | $26.00 | $28.00 | * | * | * | * |
| 4<5 | $22.50 | $24.00 | $26.00 | $28.00 | * | * | * | * | * |
| 5<6 | $24.00 | $26.00 | $28.00 | * | * | * | * | * | * |
| 6<7 | $26.00 | $28.00 | * | * | * | * | * | * | * |
| 7<8 | $28.00 | * | * | * | * | * | * | * | * |

* Legacy classification wage rate

i. Employees who reach the legacy classification wage rate effective on or before September 18, 2017 will be eligible for the Performance Bonus Payment provided in Article 9. Section 2(b).

b. All regular, non-temporary production employees hired, rehired or reinstated in Assembly, Powertrain, Stamping and PS&L facilities after the Effective Date of the agreement, new hire rates and wage progression rates shall be established as follows:

TABLE 2

| | Rate at Hire |
|---|---|

| | **and Ongoing** |
|---|---|
| At Hire | $17.00 |
| After 12 Months | $18.00 |
| After 24 Months | $19.50 |
| After 36 Months | $21.00 |
| After 48 Months | $22.50 |
| After 60 Months | $24.00 |
| After 72 Months | $26.00 |
| After 84 Months | $28.00 |

B. Sterling, Rawsonville and Woodhaven Hot Metal Forming Plant

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 their current rate step effective XXXX XX, 2015 in accordance with the table below. Those employees whose rates are increased to the next step on XXXX XX, 2015 shall maintain those rates until they meet the required timing for subsequent rate step increases.

Rawsonville, Sterling and Woodhaven Hot Metal Forming Plant

TABLE 3

| **Years of Service on the Effective Date** | **Rate as of XXXX XX, 2015 and Ongoing** |
|---|---|
| Less than 1 | $16.25 |
| 1<2 | $17.16 |
| 2<3 | $18.06 |
| 3<4 | $18.96 |
| Over 4 | $19.86 |

Employees who progress to the maximum rate of $19.86 will receive an annual three percent (3%) increase on the anniversary date of the agreement in 2016, 2017 and 2018 and a 3.7% increase on August 26, 2019.

b. Employees hired, rehired, or reinstated on or after the effective date of the 2015 UAW-Ford National Agreement shall have the following wage rate and progression:

TABLE 4

| | **Rate at Hire and Ongoing** |
|---|---|
| At Hire | $16.25 |
| After 12 Months | $17.16 |

| | |
|---|---|
| After 24 Months | $18.06 |
| After 36 Months | $18.96 |
| After 48 Months | $19.86 |
| Over 48 Months | $19.86 |

C. Employees who convert directly from Temporary Part-Time or Short-Term Supplemental employee status to regular full-time ~~Entry Level~~ In-Progression status on or after September XX, 2015 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 ~~Entry Level~~ or b) ~~the Entry Level~~ the corresponding "at hire" rate~~s~~ for their full-time position as provided in ~~by~~ the applicable (based upon work location) above wage progression tables ~~schedule in this Memorandum~~. 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 5 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 2015 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, 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**

The funding provisions of the Education, Development and Training Program will be applicable for In-Progression ~~Entry Level~~ employees. ~~Such employees will be covered by the Education, Development and Training Program, Health & Safety Program, "Best in Class" Quality Program, the administration of the Education Training Assistance Plan (ETAP), Personal Development Assistance (PDA), the Diversity Program, Employee Support Services Program, and the Behavioral Emergency/Critical Incident Stress De-Briefing Procedures provided for in Appendices Q, S, and T of the 2011~~5 ~~UAW-Ford National Agreement. These programs, services and related activities will continue to be jointly administered, developed and implemented.~~

cba1/00385/5
e
11/05/15

In addition, ~~Entry-Level~~ In-Progression employees covered by this Memorandum will be included within the scope of the ~~UAW-Ford New Group Legal Services Plan provided~~ Memorandum of Understanding concerning legal services benefits provided in the UAW-Ford 201~~1~~5 National Agreement.

~~Retiree Tuition Assistance Plan, UAW-Ford Scholarship Program for Dependent Children, and Child and Elder Care referral services will not be provided for employees covered by this Memorandum.~~

~~Such programs or services will be offered if the parties are able to develop a process for making such programs or services available to employees covered by this Memorandum on a space-available basis without cost.~~

**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 it~~'~~s Attachment A, employees covered by this Memorandum will be covered by the benefit plans set forth in the 2015 UAW-Ford National Agreement.

~~**VIII. Appendices M, N, & O**~~

~~Appendices M, N, and O of the 2011 UAW-Ford National Agreement are not applicable to employees covered by this Memorandum.~~

**~~IX.~~ VIII. Scope**

Except as specifically provided in this Memorandum, all provisions of the 201~~1~~5 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.

**~~X.~~ 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 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 In-Progression ~~Entry Level~~ and non-~~Entry Level~~ In-Progression 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.

cba1/00385/7
e
11/05/15

**ATTACHMENT A**

**BENEFIT PLANS AGREEMENT**

This Attachment A supersedes the Entry Level Attachment A as set forth in the ~~2007~~ 2011 Collective Bargaining Agreement. In general, the terms of the ~~2011~~2015 Collective Bargaining Agreement covering the Benefit Plans between the UAW and Ford are the same for ~~Entry Level Employees~~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: HEALTH CARE PROGRAM~~

~~Health Care coverages for Entry Level Employees will be identical to the coverages provided to Traditional Employees in the H-S-M-D-D-V Program except for the following:~~

~~1. Entry Level Employees become eligible for health care coverages reflected in Volume II, Section 5 of the Program.~~

~~2. Entry Level Employees become eligible for coverage reflected in Volume II, Exhibit I (Dental Plan) and for annual eye exams reflected in Volume II, Exhibit IV (Vision Plan), on the first day of the month next following the month in which the Entry Level Employee is actively at work (or on disability leave) after acquiring three (3) years of seniority. Entry Level Employees may obtain eyeglass frames and lenses at discount through Vision network providers.~~

~~3. Entry Level Employees will become eligible for full coverage as reflected in Volume II, Exhibit IV (Vision Plan) on the first day of the month next following the month in which the Entry Level Employee is actively at work (or on a disability leave) after acquiring five (5) years of seniority.~~

~~4. Entry Level Employees will have their Medical Plan enrollment limited to the National Preferred Provider Organization (PPO) or other mutually agreed upon options, 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~~ | ~~$2,100~~ |
| ~~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~~ |
| ~~PRESCRIPTION DRUGS~~ | |
| ~~(RETAIL AND MAIL ORDER)~~ | |
| ~~GENERIC~~ | ~~$7.50/SCRIPT~~ |
| ~~BRAND~~ | ~~$15.00/SCRIPT~~ |

~~5. The Urgent Care Center co-payment and the Emergency Room co-payment in the H-S-M-D-D-V Program will not apply.~~

~~6. The opportunity for survivors to continue coverage, or for Entry Level 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.~~

~~7. At the end of the month in which the maximum Extended Disability Benefit (EDB) amount is payable, the Employee's coverage for health care will cease.~~

~~SECTION II: FLEXIBLE SPENDING ACCOUNT HEALTH REIMBURSEMENT PLAN During the life of this Memorandum, the Company will provide annual credits to Health Reimbursement Accounts for Entry Level Employeesin the manner set forth in the Hourly Health Reimbursement Arrangement (HRA) Plan described in Attachment A-1.~~

SECTION I~~I~~II: PENSIONS

In-Progression Employees are not entitled to benefits under the Ford-UAW Retirement Plan.

~~Except as specifically modified herein, all benefits shall be governed by the provisions of the Personal Retirement Plan (PRP).~~

~~A. PERSONAL RETIREMENT PLAN (PRP):~~

~~The Supplemental Agreement covering the Ford Personal Retirement Plan for Hourly-Rate Employees in the United States (PRP), Volume II, Part C of the 2011 Agreement provides Pension benefits for Entry Level Employees hired prior to the effective date of the Agreement.~~

~~Entry Level Employees subsequently transferred to a traditional job will remain in the Personal Retirement Plan.~~

~~B. FREEZING AND TERMINATION OF THE PERSONAL RETIREMENT PLAN (PRP) AND TRANSFER OF PRP ACCOUNT BALANCES~~

~~Effective December 31, 2011, the PRP will be frozen such that on and after that date there shall be no additional accruals of Pay Credits. Participants shall continue to earn Interest Credits on their accounts thereafter until the PRP is terminated.~~

~~The liability for retirement benefits related to such Entry Level Employees, together with assets sufficient to fund such liabilities as determined under Section 414(l) of the Code, shall be transferred to a new cash balance plan to be established by the Company effective January 1, 2012. Interest Credits shall continue to be credited to the Account Balances of Entry Level Employees for the period from January 1, 2012 through June 30, 2012. The new cash balance plan will be terminated on June 30, 2012~~

SECTION II~~V~~: TAX EFFICIENT SAVINGS PLAN FOR HOURLY EMPLOYEES (TESPHE)
~~Except as specifically modified herein, a benefits shall be governed by the provisions of the TESPHE~~ In-Progression Employees ~~may be~~are eligible to receive certain Company contributions in TESPHE as reflected in Volume III.

~~A. FORD RETIREMENT CONTRIBUTIONS~~

~~For Entry Level Employees hired prior to October 24, 2011, the Company will contribute an amount equal to 6.4% of the employee's eligible weekly earnings (straight time pay up to 40 hours per week) to the TESPHE on and after October 24, 2011.~~

~~For Entry Level Employees and all skilled trades new hires hired on or after October 24, 2011, the Company will contribute an amount equal to 4% of the Employee's eligible weekly earnings (straight time pay up to 40 hours per week) to the TESPHE.~~

~~Three (3) years vesting service for retirement contributions and related earnings.~~

~~Contributions will not be available for participant withdrawals until separation from Ford.~~

~~B. PERSONAL RETIREMENT PLAN ROLLOVER OPTIONS TO THE TESPHE~~

~~The TESPHE will accept the rollover of the accrued benefit balances, if elected, under the Ford Personal Retirement Plan for Hourly Rate Employees in the United States.~~

~~C. $1.00 PER COMPENSATED HOUR CONTRIBUTION~~
~~Entry Level Employees will receive a Company contribution equal to $1.00 per compensated hour (straight time hours up to 40 hours per week).~~

SECTION ~~III~~IV: LIFE AND DISABILITY BENEFITS PROGRAM

A. LIFE INSURANCE BENEFITS

Eligibility

- ~~Entry Level Employees~~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
  - For active ~~Entry Level Employees~~In-Progression Employees, the Company shall provide Basic Life Insurance coverage in the amount of $45,000.

- Accidental Death and Dismemberment (AD&D)
  - 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 ~~Entry Level Employees~~In-Progression Employees.

  - An insured ~~Entry Level Employee~~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 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 ~~Entry Level Employees~~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~~I~~: SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

- Based on ~~2011~~2015 Plan provisions.

SECTION V~~II~~: PROFIT SHARING PLAN

- Based on ~~2011~~2015 Plan provisions.

~~SECTION VIII: DEPENDENT CARE ASSISTANCE PLAN (DCAP)~~

- ~~Based on 2011~~2015 ~~Plan provisions~~.

~~SECTION VIIIX: LEGAL SERVICES PLAN~~

- ~~This plan is eliminated for all current and future Employees as of December 31, 2013. Any cases received by December 31, 2013, will be processed. Upon completion of the cases received by December 31, 2013, the plan will be terminated.~~

~~**ATTACHMENT A-1**~~

~~**Flexible Spending AccountHealth Reimbursement Arrangement**~~
~~Entry Level employees will be eligible for a credit to a Flexible Spending Account in the amount of $300.00 for an employee with~~

~~individual health care coverage, or $600.00 for an individual with family coverage, at the time they first become eligible for health care coverages. In subsequent years, they will be eligible for Company credits to such Flexible Spending Accounts in any year (or portion thereof) in which they are eligible for health care coverages~~

~~Entry Level employees who are not eligible for health care coverages at the beginning of any year, will not be eligible for Company credits to the Flexible Spending Account. However, if coverage commences or is reinstated during the year, the individual immediately will become eligible for the Account.~~

~~Subject to changes in federal tax law, almost any health care expense that is eligible for a deduction for federal income tax purposes may be eligible for reimbursement from the Flexible Spending Account. However, a new hire or rehire may not deduct an eligible expense on his/her federal income tax return and receive reimbursement for that same expense. In addition, expenses eligible for reimbursement from a Flexible Spending Account include deductibles and co-payments, but not contributions paid for health care coverage continued through Ford or premiums paid for non-Ford coverage.~~

~~The entire amount of the Flexible Spending Account is available to be paid for eligible expenses at any time, as long as the expense is incurred while covered by the Account. If an Entry Level employee's health care coverages are terminated during the year, the individual will still be able to file claims for services rendered during that year.~~

~~Claims may be filed for services received in any year for which a Flexible Spending Account is established. Claims for services incurred in a calendar year may be submitted for reimbursement through March 31 of the following year. Entry Level employees have until March 31 of the following year to submit expenses for services rendered during the prior plan year. Claims that are submitted after that time for a prior year cannot be reimbursed.~~

~~If an individual submits a reimbursement claim form and is reimbursed for expenses that are not covered, or for more than should be allowed, federal law requires that such reimbursement is taxable income to claimant. The claimant will be responsible for paying any tax required on such amounts.~~

~~Flexible Spending Accountcredits may be used only for eligible expenses. However unused amounts at the end of each calendar year will be forfeited (the "Use it or lose it" rule).~~

cba1/00386/6
d
11/04/15

**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.

cba1/00390/1
f
11/05/15

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.

**Article 1**

I. **Effective Date**

This Memorandum shall take effect upon ratification of the 2011~~5~~ 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 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 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:

| Mon<br>1 | Tues<br>2 | Weds<br>3 | Thu<br>4 | Fri<br>5(RDO-1) | Sat<br>(RDO-12) | Sun<br>(RDO-23) |
|---|---|---|---|---|---|---|
| 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.

cba1/00390/3
f
11/05/15

- 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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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.

**Article 3**

I. **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:

**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 |

**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 |

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.

cba1/00390/5
f
11/05/15

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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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 he receives 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**
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 | 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 |

**Fri, Sat, Sun**

| Mon (RDO-1) | Tues (RDO-2) | Weds (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**

Article IX, Section 12 Overtime Premiums-Seven-Day Operations will apply except as otherwise noted below. 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**

- Consistent with Article IX, Section 12 and Section 22 (g), 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 ~~and one half~~. 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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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 he receives 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**
Consistent with Article IX, Section 21 of the CBA, employees assigned to the seven on seven off AWS will be paid a seven-day operations bonus.

**Article 5**

I. **Four on Four Off**

a. **Schedule**
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<br>1 | Tues<br>2 | Weds<br>3 | Thu<br>4 | Fri<br>(RDO-1) | Sat<br>(RDO-2) | Sun<br>(RDO-3) |
|---|---|---|---|---|---|---|
| 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | RDO | RDO | RDO |

| Mon<br>(RDO-1) | Tues<br>1 | Weds<br>2 | Thu<br>3 | Fri<br>4 | Sat<br>(RDO-2) | Sun<br>(RDO-3) |
|---|---|---|---|---|---|---|
| RDO | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | RDO | RDO |

| Mon<br>(RDO-1) | Tues<br>(RDO-2) | Weds<br>1 | Thu<br>2 | Fri<br>3 | Sat<br>4 | Sun<br>(RDO-3) |
|---|---|---|---|---|---|---|
| RDO | RDO | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time and one quarter, 2 hours at time and one-half | RDO |

| Mon<br>(RDO-1) | Tues<br>(RDO-2) | Weds<br>(RDO-3) | Thu<br>1 | Fri<br>2 | Sat<br>3 | Sun<br>4 |
|---|---|---|---|---|---|---|
| RDO | RDO | RDO | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time and one quarter, 2 hours at time and one-half | 12<br>10 hours straight time and one quarter, 2 hours at time and one-half |

cba1/00390/11
f
11/05/15

| Mon (RDO-1) | Tues (RDO-2) | Weds (RDO-3) | Thu (RDO-4) | Fri 1 | Sat 2 | Sun |
|---|---|---|---|---|---|---|
| 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 |
|---|---|---|---|---|---|---|
| 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**

cba1/00390/12
f
11/05/15

Article IX, Section 12 Overtime Premiums-Seven-Day Operations will apply except as otherwise noted below. 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**

- Consistent with Article IX, Section 12 and Section 22 (g), 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 ~~and one half~~. 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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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 he receives 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**
Consistent with Article IX, Section 21 of the CBA, employees assigned to the four on four off AWS will be paid a seven-day operations bonus.

**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 1 | Tues (RDO-1) | Weds (RDO-2) | Thu (RDO-3) | Fri 2 | Sat 3 | Sun 4 |
|---|---|---|---|---|---|---|
| 10 hours straight time | RDO | RDO | RDO | 10 hours straight time | 10 hours ~~straight time~~ at time and one quarter | 10 hours ~~straight time~~ 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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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 all hours worked.

**Article 7**

I. **Three Twelve Hour Shifts Agreement**

a. **Schedule**
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 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| RDO | RDO | 12<br>10 hours straight time, 2 hours at time and one-half | RDO | RDO | 12<br>10 hours straight time, 2 hours at time and one-half | 12<br>10 hours straight time, 2 hours at time and one-half |

b. **Overtime Premiums**

Article IX, Section 12 Overtime Premiums-Seven-Day Operations will apply except as otherwise noted below. 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**

- Consistent with Article IX, Section 12 and Section 22 (g), 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 ~~and one half~~. 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 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 current spouse, parent, child, stepchild, or in the case of multiple deaths of 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 he receives 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**
Consistent with Article IX, Section 21 of the CBA, employees assigned to the three twelve hour schedule will be paid a seven-day operations bonus.

**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 ~~24, 2011~~26, 2015
Sunday, December ~~25, 2011~~27, 2015
Saturday, December ~~29, 2012~~24, 2016
Sunday, December ~~30, 2012~~25, 2016
Saturday, December ~~28, 2013~~30, 2017
Sunday, December ~~29, 2013~~31, 2017
Saturday, December ~~27, 2014~~29, 2018
Sunday, December ~~28, 2014~~30, 2018

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 ~~25, 2011~~27, 2015, December ~~30, 2012~~25, 2016, December ~~29, 2013~~24, 2017, and December ~~28, 2014~~30, 2018, 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 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 he shall have notified the Company in accordance with Paragraph 16 and (ii) he has not been absent for any reason on any day during the week preceding any Saturday/Sunday which he elects 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. It is understood that scheduled production hours beyond 10.7 per shift/crew, and 10.5 for the C Crew, require mutual agreement of the local union and management.

Disputes involving the application of this provision will be reviewed by the 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 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 ~~2011~~2015 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 National Ford Department and Labor Affairs.

cba1/00390/22
f
11/05/15

# Skilled Trades Supplemental Agreement

NOTE:

The material in this booklet contains portions of the terms of the Collective Bargaining Agreement dated ~~October 4, 2011~~XX/XX/XXXX, as they relate to Skilled Trades including Apprenticeship.

The contractual language in ~~this document~~the Skilled Trades Agreements and Letters of Understanding supplement will include ~~has been compiled from excerpts of the Master~~ provisions of the Collective Bargaining Agreeement and Letters of Understanding between the Ford Motor Company and the UAW and other sources applicable to the skilled trades. However, the consolidation of this language does not impact the intent of ~~and is not intended as a substitute for~~ the original language.

The purpose of this booklet is to place under one cover information affecting Skilled Trades. Information that is common to all hourly employees, such as Retirement, SUB, Group Life and Disability Insurance, Hospital-Surgical-Medical-Prescription Drug-Dental-Vision and the Master Collective Bargaining Agreement, etc., is not reproduced in its entirety in ~~this document~~ the Skilled Trades Agreements and Letters of Understanding supplement. This general information applicable to all hourly employees has, however, been reproduced in other booklet forms.

We hope you will find this booklet helpful.

JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

BILL DIRKSEN
Vice President,
Labor Affairs

cba4/00001
a
09/24/15

SKILLED TRADES SUPPLEMENTAL AGREEMENT
BETWEEN FORD MOTOR COMPANY AND UAW

On XX/XX/XXXX ~~October 24, 2011~~, 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.

cba1/00190
a
10/22/15

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 ~~2011~~ 2015 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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney
~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Rick Puckett
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~
Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

cba1/00197/1
a
10/22/15

UAW

| International Union | National Ford Council |
|---|---|
| ~~Bob King~~ | ~~Joel Goddard, Subcouncil #6~~ |
| Dennis Williams | Bernie Ricke, Subcouncil #1 |
| Jimmy Settles | Scott Eskridge, Subcouncil #2 |
| ~~Frank DiGiorgio~~ | Anthony Richard, Subcouncil #1 |
| Greg Drudi | Tim Rowe, Subcouncil #2 |
| ~~Wendy Fields-Jacobs~~ | ~~Dwayne Walker, Subcouncil #2~~ |
| Chuck Browning | Fred Weems, Subcouncil #2 |
| ~~Greg Drudi~~ | ~~Anthony Richard, Subcouncil #1~~ |
| Darryl Nolen | Jeff Wright, Subcouncil #2 |
| ~~Chuck Browning~~ | ~~Larry Brdak, Subcouncil #3~~ |
| Bob Tiseo | Greg Tyler, Subcouncil #3 |
| ~~Frank Keatts~~ | ~~Mike Whited, Subcouncil #3~~ |
| Don Godfrey | Mike Beydoun, Subcouncil #3 |
| ~~Darryl Nolen~~ | ~~Jerry Lawson, Subcouncil #4~~ |
| Garry Bernath | T. J. Gomez, Subcouncil #4 |
| ~~Ruben Flores~~ | ~~Dan Weaver, Subcouncil #4~~ |
| | Mark Payne, Subcouncil #4 |
| | Dave Mason, Subcouncil #5 |
| | ~~Tony Vultaggio, Subcouncil #5~~ |
| | Jim Caygill, Subcouncil #5 |
| | ~~Tom Kanitz, Subcouncil #6~~ |
| | Romeo Torres, Subcouncil #7 |
| | ~~Matthew Barnett, Subcouncil #7~~ |

Anderson Robinson Jr., Recording Secretary

cba1/00197/2
a
10/22/15

EXHIBIT I

APPRENTICESHIP STANDARDS

The original Apprenticeship Standards were accepted by Ford Motor Company and the United Automobile, Aircraft and Agricultural Implement Workers of America, CIO on January 9, 1942.

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Ford Motor Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

The standards and their application will be under the supervision of a Joint Apprenticeship Committee representing the Union and the Company as hereinafter set forth.

~~Lisa Burnett~~ Rocky Di Iacovo, UAW Assistant Director

~~Cathy Carpenter,~~ Doug Mertz, TTC Manager & Company Coordinator

~~Marie Douglass, Company Representative~~

~~Rocky Di Iacovo,~~ Chris Crump, UAW Coordinator

~~Chris Crump, UAW Representative~~

John McCollum, UAW Representative

Kenn Gafa, UAW Representative

Mike Kerr, UAW Representative

Consultant: Dean Guido, Regional Executive Assistant, of the Office of Apprenticeship, U.S. Department of Labor.

cba1/00199
b
09/12/15

Article 2. Apprenticeship Eligibility Requirements

In order to be eligible for apprenticeship under these Standards, the applicant must meet the following qualifications:

(a) Consistent with applicable state and federal laws: (1) all applicants shall meet the physical requirements of the Company for the applicable trade and (2) applicants must be at least age 18. All employees of the Company assigned to locations ~~included in the testing session(s)~~ utilizing the Industrial Readiness Certificate Program will be eligible to apply following the apprentice program selection procedure ~~when in-plant testing is being utilized~~, and any request to or from the Joint Apprenticeship Committee for deviation is subject to approval of Labor Affairs and the National Ford Department.

(b) Applicants who meet all eligibility requirements and are accepted for apprenticeship shall be placed on the eligibility list ~~in chronological order~~ pursuant to the provisions of the Apprentice Eligibility Lists letter of understanding. At that time the applicant will be required to state up to three trade preferences. Stated preferences of applicants and their position on the eligibility lists will determine the order in which applicants are called to go on course.

(c) Applicants shall submit an application for apprenticeship with all necessary data for the approval of the Joint Apprenticeship Committee.

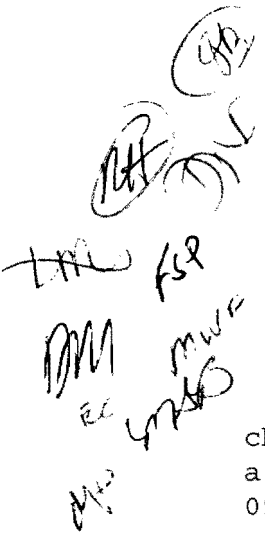
(d) Applicants shall satisfactorily complete ~~the required Apprentice Selection Test Battery~~ Industrial Readiness Certificate Program.

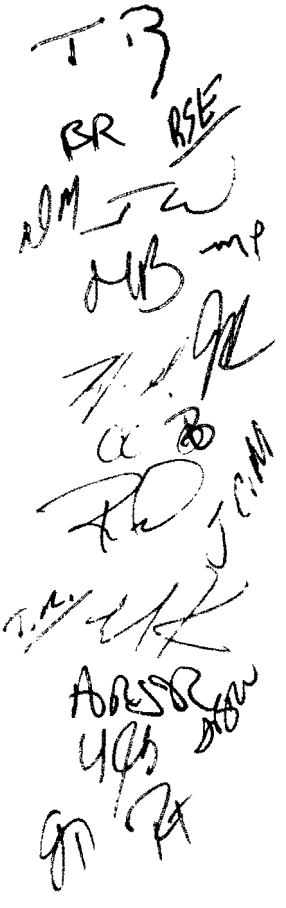
(e) The acceptance or rejection of applications for apprenticeship shall be at the sole discretion of the Joint Apprenticeship Committee and shall not be subject to review through the Grievance Procedure provided for in Article VII of the Collective Bargaining Agreement between the parties, and Article IV, Section 2, of the Collective Bargaining Agreement (Promotions) shall have no application to applicants for apprenticeship.

(f) Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

(g) In continuance of the policy established and maintained since the inception of these Standards and in accordance

with the purpose of promoting equality of opportunity, the recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of age, race, color, religion, national origin, or sex, or against qualified individuals with disabilities. Affirmative action will be taken to provide equal opportunity in apprenticeship and the apprenticeship program will be operated as required under applicable Federal laws and regulations.





Article 9. Wages

Apprentice training groups will consist of trades as listed below:

| | |
|---|---|
| Group 1 | Metal Model Maker |
| Group 2 | Electrician<br>Machine Repair<br>~~Power House Mechanic~~<br>~~Pyrometer - Cleveland~~<br>~~Refrigeration and Air Conditioning Maintenance & Installation~~<br>~~Stationary Steam Engineer~~<br>Tool and Diemaker<br>Toolmaker & Template Maker |
| Group 3 | Millwright<br>Plumber-Pipefitter<br>Welder General |
| Group 4 | Industrial Truck Mechanic<br>~~Mechanic Auto~~ |

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 ~~October 24, 2011~~ 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 - | ~~$28.410~~29.260 |
| 1001-2000 shop hours - | ~~$28.540~~29.395 |
| 2001-3000 shop hours - | ~~$28.540~~29.395 + 10% of (max. Jymn. rate minus ~~$29.055~~29.925) |
| 3001-4000 shop hours - | ~~$28.540~~29.395 + 22% of (max. Jymn. rate minus ~~$29.055~~29.925) |
| 4001-5000 shop hours - | ~~$28.540~~29.395 + 37% of (max. Jymn. rate minus ~~$29.055~~29.925) |
| 5001-6000 shop hours - | ~~$28.540~~29.395 + 55% of (max. Jymn. rate minus ~~$29.055~~29.925) |
| 6001-7000 shop hours - | ~~$28.540~~29.395 + 78% of (max. Jymn. rate minus ~~$29.055~~29.925) |
| 7001 shop hours - graduation | ~~$28.540~~29.395 + 97% of graduation (max. Jymn. rate minus ~~$29.055~~29.925) |

Applying the foregoing formula, effective ~~October 24, 2011~~ XX/XX/XXXX, hourly rates for apprentices are as follows:

cba1/00208/1
b
11/03/15

APPRENTICE SHOP HOUR RATE
SCHEDULE BY TRADE GROUP

| ~~* GROUP~~ | ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ |
|---|---|---|---|---|
| ~~Shop Hour Periods~~ | | | | |
| ~~0-1000~~ | ~~$28.410~~ | ~~$28.410~~ | ~~$28.410~~ | ~~$28.410~~ |
| ~~1001-2000~~ | ~~28.540~~ | ~~28.540~~ | ~~28.540~~ | ~~28.540~~ |
| ~~2001-3000~~ | ~~29.005~~ | ~~28.920~~ | ~~28.890~~ | ~~28.880~~ |
| ~~3001-4000~~ | ~~29.560~~ | ~~29.375~~ | ~~29.315~~ | ~~29.290~~ |
| ~~4001-5000~~ | ~~30.255~~ | ~~29.940~~ | ~~29.840~~ | ~~29.805~~ |
| ~~5001-6000~~ | ~~31.085~~ | ~~30.620~~ | ~~30.475~~ | ~~30.420~~ |
| ~~6001-7000~~ | ~~32.150~~ | ~~31.490~~ | ~~31.285~~ | ~~31.210~~ |
| ~~7001-graduation~~ | ~~33.030~~ | ~~32.210~~ | ~~31.955~~ | ~~31.855~~ |

| * GROUP | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Shop Hour Periods | | | | |
| 0-1000 | $29.260 | $29.260 | $29.260 | $29.260 |
| 1001-2000 | 29.395 | 29.395 | 29.395 | 29.395 |
| 2001-3000 | 29.870 | 29.785 | 29.760 | 29.750 |
| 3001-4000 | 30.445 | 30.255 | 30.195 | 30.170 |
| 4001-5000 | 31.160 | 30.840 | 30.735 | 30.700 |
| 5001-6000 | 32.020 | 31.540 | 31.390 | 31.335 |
| 6001-7000 | 33.115 | 32.435 | 32.225 | 32.145 |
| 7001-graduation | 34.020 | 33.180 | 32.910 | 32.815 |

* 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 ~~$30.390~~31.300 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 ~~$28.985~~29.855 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 $200.00 allowance for the purchase of tools, books, and supplies after being placed in apprentice training and a like amount at~~

~~the end of the first shop hour period and $100.00 at the end of the second, third, fourth, fifth, sixth, and seventh shop hour periods as well as upon completion of the apprenticeship~~ 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 training incentive for each course of related training successfully completed consisting of the product of the number of class hours on each course 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

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:

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

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.

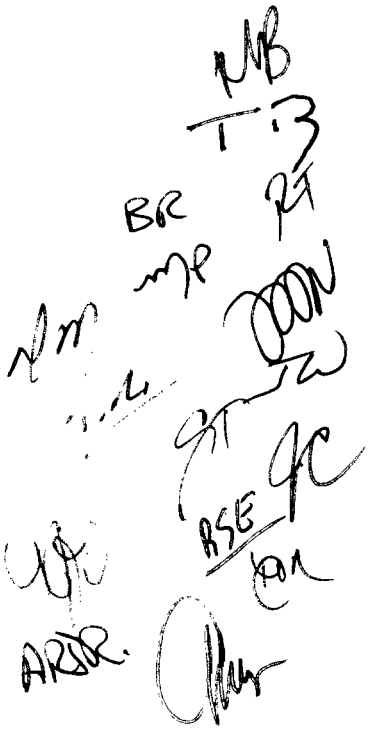
cba1/00208/3
b
11/03/15

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.



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 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 funds not be available, the Company will pay such expenses.

---

- 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.

(b) 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.

(c) 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.

**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 ~~32~~ 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)

~~APPENDICES~~

**~~APPENDIX A~~**

**~~AUTOMOTIVE MECHANIC~~**

**~~Schedule of Shop Training~~**

~~Chassis Repair & Maintenance~~
~~Transmission and Clutches~~
~~Engines~~
~~General Repair & Maintenance~~
~~Total.....8000 hours~~

cba1/00219/2
a
09/24/15

**APPENDIX BA**
**INDUSTRIAL ELECTRICITY**
**Schedule of Shop Training**

Layout, Construction & Installation
General Maintenance and Repair
Power Construction, Sub-Station
Maintenance, and Operation
Electronic Equipment Trouble-shooting,
Maintenance and Repair

- Programmable Logic Controllers
- Solid State Controls
- Robotic Equipment

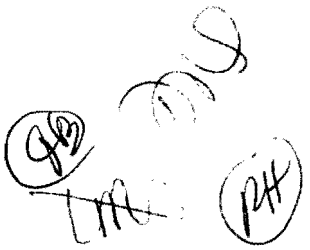
Total.....8000 hours

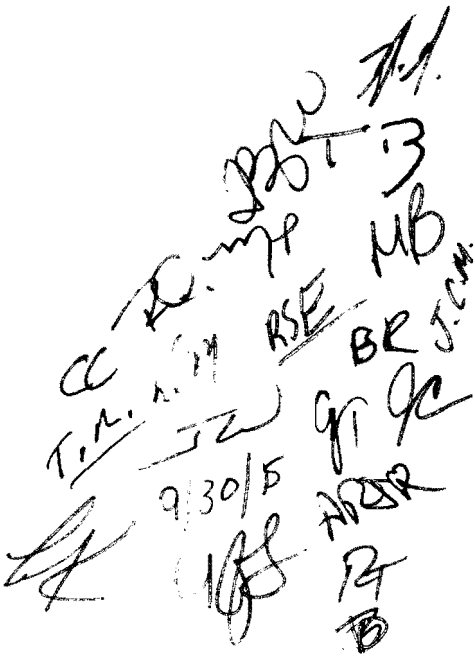
**APPENDIX C**

**INDUSTRIAL INSTRUMENTATION INDUSTRIAL PYROMETRY**

**Schedule of Shop Training**

| | |
|---|---|
| Layout, Construction & Installation | |
| General Maintenance | |
| Bench, Floor Repair & Hardness Testing Instruments | |
| Total | 8000 hours |





**APPENDIX ~~D~~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

cba1/00219/5
a
09/24/15

**APPENDIX EC**
**MACHINE REPAIR**
**Schedule of Shop Training**

Lathe
Standard and Specialty Milling Machines
Grinders -- I.D., O.D., and Surface
CNC Machines, EDM, CMM,
  Shaper and Laser Cutting Machines
Bench and Floor Work

Total.....8000 hours

cba1/00219/6
a
09/24/15

**APPENDIX FD**
**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
Inspection Awareness
Basic Welding Exposure

Total.....8000 hours

cba1/00219/7
a
09/24/15

**APPENDIX GE**
**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 HF**
**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 |

cba1/00219/9
a
09/24/15

~~**APPENDIX I**~~

~~**POWER HOUSE MECHANIC**~~

~~**Schedule of Shop Training**~~

~~Machine Shop~~
~~Turbines~~
~~Pumps~~
~~Valves~~
~~Refrigeration~~
~~Air Compressors~~
~~Power House Equipment Repair and Maintenance~~
~~Boiler Layout, Repair, Construction and Testing~~

~~Total.....8000 hours~~

cba1/00219/10
a
09/24/15

~~**APPENDIX J**~~

~~**REFRIGERATION AND AIR CONDITIONING**~~

~~**Schedule of Shop Training**~~

~~Maintenance~~
~~Repair~~
~~Installation~~
~~Optional (Motors & Fans)~~

~~Total.....8000 hours~~

~~APPENDIX K~~

~~STATIONARY STEAM ENGINEERING~~

~~Schedule of Shop Training~~

~~Boiler Operation, Recording & Control Instruments~~

~~Refrigeration & Air Conditioning Operation, Air Compressor Repair~~

~~Control & Operation of Heat, Steam, Air, Water & General Power & Utility~~

~~Water Treatment & Pump Operation~~

~~Total.....8000 hours~~

cba1/00219/12
a
09/24/15

**APPENDIX ~~LG~~**
**TOOLMAKING**
**Schedule of Shop Training**

Lathe
Standard and Specialty Milling Machines
Grinders -- I.D., O.D. and Surface
CNC Machines, EDM, CMM, Shaper
and Laser Cutting Machines
Bench Work
Floor Maintenance

Total.....8000 hours

cbal/00219/13
a
09/24/15

**APPENDIX MH**
**TOOL AND DIEMAKING**
**Schedule of Shop Training**

Lathe
Standard and Specialty Milling Machines
Grinders -- I.D., O.D. and Surface
CNC Machines, EDM, CMM, Shaper
and Laser Cutting Machines
Bench Work
Floor Maintenance
Die Tryout

Total.....8000 hours

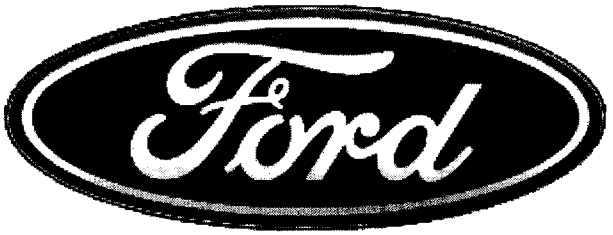
cba1/00219/14
a
09/24/15

**APPENDIX NI**
**WELDING**
**Schedule of Shop Training**

Machinery and Equipment
Construction and Fabrication
Pipe Welding
Tool & Die Welding

Total.....8000 hours

cba1/00219/15
a
09/24/15




# Letters of Understanding

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 4, 2011~~ 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 ~~2011~~ 2015 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 ~~2011~~ 2015 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.

Other agreements and plans reproduced in separate booklets are: Volume I, the Collective Bargaining Agreement and Skilled Trades Supplemental Agreement; Volume II, the Retirement Agreement and Plan and 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-Ford Legal Services Plan.

We hope you will find this booklet helpful.

JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

~~MARTIN J. MULLOY~~ BILL DIRKSEN
Vice President,
Labor Affairs

cba4/00001
a
10/22/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: 170 Hour Pay Provisions for Sick Leaves and Layoffs under the Ford-UAW Retirement Plan

During these negotiations, the parties discussed issues surrounding the provisions of Article III, Section 3(g) of the Ford UAW Retirement Plan, where a certain limited number of employees who are absent from work because of layoff or a Company approved sick leave early in a calendar year may not be able to receive pay for 170 hours for the year and, thereby, may not be eligible for the future service credit provisions under Article III, Section 3(g).

To address the limited number of situations that may occur in the future, the parties agreed to meet as soon as practicable to review jointly and discuss these issues.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

P
KW
BJJ

cba4/01443
a
09/16/15



9.29.15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: 2011 Conversion from Long Term Supplemental (LTS) to Entry Level

During these negotiations, the parties discussed the use of Long Term Supplemental (LTS) employees. As we previously agreed, LTS employees were used at certain facilities in positions that would otherwise be filled with permanent employees.

As such, the parties agree that LTS employees at the following locations will be converted to Entry Level employees on the effective date of the 2011 collective bargaining agreement:

- Chicago Assembly
- Kansas City Assembly
- Lima Engine
- Twin Cities Assembly
- Denver HVC (1 most senior LTS employee)
- New York HVC (4 most senior LTS employees)
- Sacramento HCC/HVC (2 most senior LTS employees)

The seniority date for employees converted to Entry Level in accordance with this letter will be the date of hire or rehire as a LTS employee, whichever is the later.

Employees who worked for a continuous period of more than one year as a Long-Term Supplemental employee and converted to Entry Level during the term of the 2007 collective bargaining agreement will have their seniority date adjusted to the date of hire or rehire as a LTS employee, whichever is the later.

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01420
a
10/17/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: 2015 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 effective date of this Agreement will be paid retroactively for all hours worked on and after September 15, 2015, and will be issued as soon as practicable but no later than pay ending December 20, 2015.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01508
a
11/04/15

11/5/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: 4 Crew 2 Shift Schedule Alteration

During these negotiations, the parties discussed alternative regularly scheduled days to the Appendix W, Article 3, Four Crew, Two Shift Agreement.

It was agreed that the local parties may jointly agree to alter the work schedule to move a scheduled work day to another more convenient period, provided they do not result in a decrease in productivity or capacity or increase in costs.

These modified patterns will continue to follow the pay practices as specified in Appendix W.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

9/12/15

9/12/15

9-13-15

cba4/01483
a
09/12/2015

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Additional Health Care Enhancements and Changes

During these and past negotiations, the Company and Union have agreed to significant improvements to the plan design of the National PPO, including an expanded list of preventive services provided at no charge and an unlimited number of covered office visits. The following additional enhancements and modifications to ~~Company health care~~the National PPO and Blue Preferred Plus plans were also agreed:

- Unlimited number of office visits, each at a $20 co-pay, for the National PPO Plan.

- Transition lenses that adapt to changing light added to vision coverage.

- Enhance coverage for autism to include outpatient Applied Behavior Analysis (ABA) therapy, where medically appropriate, pursuant to ABA regulations.

- Provide coverage for medically necessary and non-experimental allergy testing and immunotherapy services. Allergy serum will continue to be covered under the drug program.

- Provide coverage for insulin pumps and Continuous Glucose Monitoring Systems (CGMS) for patients with appropriate clinical indicators, consistent with the medical policy of the carrier.

- Provide coverage for injections in a provider's office where therapeutically appropriate and consistent with the medical policy of the carrier.

- Provide coverage for observation care immediately following outpatient surgery or diagnostic testing.

- Provide coverage for routine services associated with approved clinical trials according to Medicare policy.

cba4/01432/1
c
11/03/15

- National PPO Pharmacy benefit changes, including:

  - ~~Maintain $5/$11/$16 drug copayment with 3% escalation clause and a cap of $6/$12/$17~~

  - Utilize the Pharmacy Benefit Manager's Maintenance Drug List., ~~mutually agree to Safety Rx Tools~~.

  - Study the potential to increase utilization of the Specialty Pharmaceutical Network.

~~Parties agree to develop a plan to help transition terminated employees whose COBRA benefits have expired and who are receiving a subsidy in their Ford medical care conversion policy benefits to other alternatives or continue with the existing plan without the Ford subsidy.~~

- ~~Explore new plan design for HAP with no more cost nor risk to the Company and include Entry Level as eligible.~~

- ~~Implement Pain Management, Ambulatory Intensive Care Unit (AICU), and the BCBS Physician Group Incentive Program (PGIP) nationally.~~

The parties also agree to continually look for and implement actions to improve ~~the~~ administrative efficiency~~y~~ies and quality, reduce cost ~~effectiveness in~~and maintain~~ing~~ legal compliance ~~and timely decision-making to provide high quality and cost effective~~ in the benefit plans.

~~Very truly yours,~~

~~MARTIN J. MULLOY,~~
~~Vice President~~
~~Labor Affairs~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____

cba4/01432/2
c
11/03/15

Jimmy Settles

cba4/01432/3
c
11/03/15

~~November 3, 2007~~ XX/XX/XXXX

~~Mr. Bob King~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. King~~ Mr. Settles:

Subject: Administration of Appendix V - Rawsonville, ~~and~~ Sterling Axle and Woodhaven Hot Metal Forming 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 also discussed the challenges affecting the future viability of the Woodhaven Stamping Plant, which will be renamed the Woodhaven Hot Metal Forming Plant. In order to achieve a favorable business case to source new work into the facility, it is necessary to realize a more competitive labor cost structure.

The ~~P~~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:

- ~~The UAW-Visteon Supplemental Agreement will no longer be applicable to UAW-represented employees at these plants.~~

- All provisions of the ~~2007~~ 2015 UAW-Ford Memorandum of Understanding entitled "UAW-Ford ~~Entry Level~~ In-Progression Wage And Benefit Agreement", also referred to as Appendix V, will apply to employees hired or rehired on or after the Effective Date of the Agreement at these plants with the following exceptions~~:~~

  ~~1. The Starting Rate for Entry Level employees will be $14.61.~~

TR MP MB RSB JW BR 11/05/15 B.K. T.L. AM ARBOR. BG

VJS MR

~~2.~~ ~~The Production Rate for Entry Level employees will be $16.23.~~

- ~~3.Entry Level~~ Newly hired In-Progression employees will not be eligible to ~~become a regular non-Entry Level employee at these plants with the exception of Entry Level employees who are transferred to the skilled trades or apprentice classifications at either of these plants~~ apply and transfer to another facility until 6 months after they have reached the maximum rate.

~~4.~~ ~~When Entry Level employees at these plants become eligible to transition to regular non-Entry Level status, this will occur only upon application and transfer to another facility as openings become available. Employees transferring to an out-of-zone facility will be eligible for Moving Allowance Benefits.~~

To further support the labor cost competitiveness of these locations, it is understood that an expeditious transformation to an In-Progression 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, Sterling Axle and Woodhaven Hot Metal Forming Plant legacy 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 O or Article VIII, Section 1-(b).

We appreciate the collaborative effort between the UAW and Ford to work toward moving Rawsonville, Sterling Axle and Woodhaven Hot Metal Forming plants into more competitive positions in the marketplace.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~Labor Affairs~~

Very truly yours,

11/05/15

cba4/01277/2
a
11/04/15

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: _____
Jimmy Settles

cba4/01277/3
a
11/04/15

11/05/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: ~~Scheduling Elected Representation on Saturdays, Sundays and/or Holidays for locations with varying Operating Patterns~~ Administration of Representation Overtime Relative to Varying Operating Patterns

During 201~~1~~5 negotiations, the parties discussed the Union's concern about providing elected and appointed representation on a Saturday, Sunday and/or holiday when employees on a shift are scheduled to work an alternative work schedule (AWS) and employees are scheduled to work overtime. The parties ~~also~~ discussed the method used to calculate the amount of overtime for elected and appointed representatives. ~~are eligible to work~~ It was agreed the method should reflect the total amount of overtime as generated under the CBA. ~~total amount of overtime used in the calculation to generate elected and appointed representatives should be reflective of the the method used to calculate the amount of overtime~~

The parties agreed when less than 125 AWS employees are scheduled to work on a shift, the number of employees on the AWS will be added to the number of employees scheduled to work overtime to determine elected and appointed representation pursuant to Article VI, Section 13(b)(3). Representatives authorized to work as a result of this letter may work up to 8 hours per shift.

In units with less than 1,000 employees assigned to AWS pattern(s), weekend and holiday allocation of elected representation for patterns with base schedules greater than eight hours will be administered as follows:

- When at least 50 AWS employees are scheduled to work on a weekend/holiday shift, and when there is a time period without elected representation for such AWS employees, additional hours will be generated for such weekend shift up to the base scheduled hours of the AWS employees working that shift pursuant to Art VI, Section 13(b)(3).

cba4/01425/1
d
09/12/15

~~Additionally if the Chairperson is scheduled to work on a shift that would generate a representative based on this letter, no additional representative will be scheduled.~~

Further, certain Alternative Work Schedules have base schedules that include regular days of work that ~~consist of~~ are greater than ten hours. It is agreed that the eleventh and twelfth hours worked by such employees ~~assigned to such an Alternative Work Schedule~~ will be included in the calculation to determine overtime ~~generated~~ for elected and appointed representatives.

Implementation will be effective within 45 days of the effective date of the Agreement.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01425/2
d
09/12/15

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: Administrative Revisions TESPHE

During the recent negotiations, the Company and the Union agreed that further revision in TESPHE administrative provisions and investment matters could be discussed by the parties during the term of the 2003 Agreement and changes implemented by the mutual agreement of the parties.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

MAK
RW

cba4/00679
a
09/25/15

~~October 14, 1984~~XX/XX/XXXX

~~Mr. Stephen P. Yokich~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Yokich:~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Administrative Services Only (ASO) and Self Insurance

Pursuant to your request, we have reviewed the concerns expressed regarding changing to an Administrative Services Only (ASO) or Self Insured arrangement. The following is our response to these concerns:

> ~~*Conversion Privileges*: Ford Motor Company will provide that all carriers or Administrators who administer the Company's Self Insurance or ASO arrangements will provide the same group conversion privileges offered under the insured program.~~
>
> ~~*"Social Subsidies"*: Ford Motor Company will pay to BCBSM or any other participating local plan or carrier that administers Self Insurance or ASO insurance programs, the same "social subsidy" or community charge level (including, but not limited to, conversion privilege charge or other-than-group subsidy) that it would pay as a purchaser of insured programs.~~
>
> *Expeditious Payment*: Reimbursement of claims and payment for the delivery of benefits will be paid on the same timely basis as with insured plans so as not to negatively affect the delivery of benefits.

The level, scope and delivery of benefits will not be altered as a result of changing from an insured plan to an ASO or Self Insurance.

Yours very truly,
~~PAUL J. RYDER, Director~~

cba4/00320/1
a
10/21/15

~~Hourly Benefits Planning and~~
~~Administration Office~~
~~Labor Relations Staff~~
Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

JAK

cba4/00320/2
a
10/21/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Alternative Designs and Features for Defined Contribution Plans

During these negotiations, the Union expressed an interest in exploring potential alternate designs and features for defined contribution plans, including alternative benefit options and associated costs. Without committing to taking any action, the Company agreed to discuss such concepts with the Union during the term of the 2015 Bargaining Agreement.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01462
a
09/13/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Alternative Work Schedules - Christmas, New Year's Holiday, and Vacation Shutdown Period

During these negotiations the parties discussed the impact of Alternative Work Schedules during the Christmas Holiday period as it relates to the production portion of an Alternative Work Schedule.

It was agreed that in situations during the contract period where regularly scheduled work days for a production crew falls on the final weekend of the holiday period, those days will not be scheduled for production. However, the parties agreed that the production lost from not working those days will be recovered, through the use of overtime or other means, within the next quarter. The overtime utilized to recover the production loss will not diminish the number of mandatory weekend shifts.

Further, holiday pay for the full week of holidays between Christmas and New Year's, and holiday pay during the July 4th vacation shutdown period will be considered compensable toward the AWS base schedule and will count toward all overtime calculations for hours worked on the aforementioned Saturday and Sunday.

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,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01459
f
11/02/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Alternative Work Schedules - Jury Duty

During the course of these negotiations, the parties discussed the difficulties arising from employees assigned to alternative work schedules (AWS) serving jury duty on a regular work day which is preceded or followed by a regularly scheduled afternoon or midnight shift. The Union expressed a concern with employees working either the previous regular work day shift into the morning of the scheduled jury duty day or the next regular work day afternoon shift immediately following the jury duty day.

The parties agreed that AWS employees serving jury duty, with proper advance notification to supervision, are eligible for one paid jury duty day for the day immediately preceding the scheduled jury duty day only if it is a regular work day for the employee's schedule. This paid jury duty day will be coded and paid up to the regular base schedule hours in accordance with Volume 1, Appendix W of the Collective Bargaining Agreement.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01466
a
09/18/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Alternative Work Schedules - Shift Bumping

During these negotiations, the parties discussed the difficulties that arise when an individual moves from 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.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

RWB 9/12/15 9/12/15

ASB TB MP BR JW MB 9-13-15

cba4/01469
d
09/12/15

~~October 9, 1999~~ XX/XX/XXXX

~~Mr. Ron Gettelfinger~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gettelfinger~~ Settles:

Subject: Appendix F (Skilled Trades) Licenses

During these negotiations, the Company and the Union discussed the cost burden on certain employees in Appendix F (Skilled Trades) classifications of renewing governmentally required licenses. In addition, the parties discussed how the Company's UAW-represented journeypersons and apprentices could obtain the appropriate certifications and/or licenses required by state and local governments for work customarily performed at Ford facilities.

The Company agreed to continue the present practice of reimbursing such employees for the payment of application fees, testing fees, renewal fees, and code update fees for licenses required by federal, state or local ordinances in order to perform their specific jobs. Wages will be covered for travel time and testing time. Further, it is understood that, except in cases of graduating apprentices, the Company will not reimburse the cost of initial licenses required as a condition of employment or to qualify for a promotional opportunity. In the case of graduating apprentices, the Company will reimburse the cost of licenses required for the initial journeymen/women classification into which they are placed.

Additionally, during the term of this Agreement, in those situations wherein a new federal, state or local ordinance is introduced which requires certain employees in Appendix F (Skilled Trades) classifications to become certified or recertified to continue performing work which those employees have normally and historically performed, the parties will meet to discuss and resolve issues associated with the procurement and renewal of such licenses.

More specifically, regarding the appropriate licensing required of the Company's UAW-represented journeypersons and apprentices to perform work in their trade within the Company, the parties agreed to pursue the following:

cba4/00271/1
b
09/10/15

- Endeavor to gain opportunities for the Company's UAW-represented journeypersons to become eligible for state and/or local licenses.

- Discuss changes to the Apprentice Program to ensure that apprentice graduates meet appropriate state and/or local licensing criteria.

- Work together to petition state legislatures and local governments as appropriate to seek waivers or changes in laws and/or regulations that would help to realize these objectives.

Very truly yours,

~~DENNIS J. CIRBES, Director~~
~~U.S. Union Affairs Office~~
~~Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Ron Gettelfinger~~

Concur: _____
Jimmy Settles

cba4/00271/2
b
09/10/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Application of Conversion to Entry Level Program to Former Employees of the Rawsonville and Sterling Plants

During these negotiations, the parties discussed the potential offering of a Conversion to Entry Level Program (CELP), subsequent to the ratification of the 2011 Agreement. Under this program, regular full-time seniority production (non-skilled) employees at certain locations, including the Rawsonville and Sterling Plants, who elect to voluntarily convert to Entry Level employment status would receive a one-time lump-sum cash incentive payment.

Should the CELP be offered, this letter confirms the intention to also offer the CELP to hourly production (non-skilled) employees who formerly worked at either the Rawsonville Plant or the Sterling Plant but who now are on active employment status at or on Indefinite Layoff from other Company locations. Such employees who accept a CELP offering would be required to transfer to either the Rawsonville or Sterling Plant, as job opportunities become available. The conversion of these employees to Entry Level employment status would be contingent upon and would occur at the time of their transfer to those plants; the CELP incentive would be paid subsequent to the transfer and conversion.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

T.T. RSE MB 9-13-15 T.M. BR dM B.K A.M. JB JAM 9/13/15 NC cba4/01418 a 09/12/15 CB VR KD MR CB VR KD TDC RG B.G. JC MP JA ARSDR.

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Apprentice Eligibility Lists

During 2015 negotiations, the parties discussed concerns with the current procedure used to identify candidates for the Apprentice Program Eligibility Lists at our locations.

After lengthy discussions, the parties agreed on the following selection procedure:

- The national joint parties will work with targeted community colleges to establish a standard Industrial Readiness Certificate Program.

- 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.

- 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 Industrial Readiness Certificate and transcript from the college and submits both documents to the Local Joint Apprenticeship Representative.

    2. Upon submitting the Certificate and Transcripts, 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

cba4/01456/1
a
09/11/15

location's Apprentice Eligibility List consistent with the process detailed below.

Eligibility List Process

Current eligibility lists will continue to be utilized until they are exhausted. The new Industrial Readiness Certificate Program will then be implemented and the Apprenticeship Eligibility lists will be populated with candidates completing the Industrial Readiness Certificate Program, and the National Joint Apprenticeship Committee approval process. The following will apply for candidates meeting these 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 existing established list then to the 2016 list and then to the 2017 list, etc.

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 regular moving 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.

cba4/01456/2
a
09/11/15

Employees that transfer units following provisions of the Enhanced Relocation process will have their apprentice eligibility list placement transferred to the new unit's apprentice 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.

- 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.

The parties further discussed the fact that the above process will take time to implement and for a sufficient number of candidates to complete the eligibility requirements. As a result, the parties agreed to continue the current testing procedure (ATSS) to address immediate needs for openings on Apprentice Eligibility Lists.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01456/3
a
09/11/15

Ford Volume 4B

Apprentice Mentoring Program

~~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: Apprentice Mentoring Program~~

~~During these negotiations, the parties discussed a variety of enhancements to the UAW-Ford Apprentice Training Program. The parties agreed that promoting positive and productive working relationships is key to open communication, sharing of specialized knowledge and development of leadership skills. Therefore, within 90 days of the conclusion of negotiations, the NJAC will implement a two-phase training program, incorporated into the Apprentice Program training, to support apprentice mentoring.~~

~~Very truly yours,~~

~~RICK E. POYNTER, Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~

~~Concur: Gerald D. Bantom~~

8/24/15

8/24/15

cba4/01052
a
8/24/15

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: Apprentice Needs Forecasting Methodology Pilot

During 2003 negotiations, the parties jointly created an improved methodology to forecast apprentice indenturements to align with business requirements, and agreed to pilot the methodology for a two (2) year period.

During the pilot, the parties will annually forecast skilled trades requirements for the next four (4) years, on a rolling basis. The Company intends, to the extent practical, to indenture apprentices to fill the forecasted apprentice needs. The parties agree to extend their best efforts to forecast accurately.

Following the pilot, the forecasting methodology will be evaluated jointly. If the Company has not followed the intent of the methodology by indenturing apprentices according to the forecasted need and existing business conditions, the Company agrees to indenture a number of apprentices equal to the difference between the forecasted number of apprentices for the first two years, and the actual number of apprentices indentured during the term of the pilot, no later than the first half of the following year, business conditions permitting. If after evaluating the pilot, the parties determine the methodology is not effective as a forecasting tool and choose to discontinue the methodology, the Company agrees to indenture 1500 apprentices (inclusive of Visteon), less the number of apprentices that were indentured prior to discontinuance of the pilot, over the remainder of the Agreement, business conditions permitting.

Very truly yours,

RICK E. POYNTER, Director
U.S. Union Affairs
Labor Affairs

Concur: Gerald D. Bantom

cba4/01074
a
09/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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.

Very truly yours,

Stacey Allerton,
Director

cba4/01449/1
e
09/12/15

U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01449/2
e
09/12/15

Ford Volume 4B

Apprentice Selection Procedure - Source of Candidates

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: Apprentice Selection Procedure - Source of Candidates

During these negotiations, the parties discussed the apprentice selection procedure regarding the source of apprentice candidates. It was agreed that beginning January 2, 1991, the Joint Apprenticeship Committee (JAC) will implement the practices outlined below:

- A plant which receives JAC approval to conduct testing will accept applications from the following candidate sources:

  - Candidates for List A

    - Employees of the facility. (Employees presently on eligibility lists will be assigned to List A and will continue to be offered apprenticeship opportunities based on their eligibility position.)

    - Employees of a facility which the JAC has approved for common testing as a standard practice.

  - Candidates for List B

    - Employees of other plants within an area if the testing will be in (1) Michigan area or (2) Cleveland/Lorain, Ohio area.

- The total number of candidates to be considered in developing or supplementing an eligibility list will be the forecasted two-year supply for the subject facility.

- Candidates who qualify and fill available openings on List A will have first priority for placement on the program, followed by candidates who qualify and fill available openings on List B.

cba4/00267/1
a
8/24/15

Apprentice Selection Procedure - Source of Candidates

- In the event of an excess of applications for List B openings, the JAC may implement an applicant lottery as appropriate. Specially recruited minority or female candidates will be incremental to List B.

- Employees from another facility applying for openings on List B will be governed by the following criteria:

  - They may, on a one-time basis, request placement on the eligibility list of one facility other than their own in their respective area.

  - They must test at the facility where they are seeking an eligibility list opening at the time that facility is conducting apprentice selection testing.

  - They will compete for openings on List B on the same basis as external candidates.

  - If they turn down an opportunity to go on course in a trade preference they selected, they will be removed from that facility's eligibility list.

  - In instances where several applicants from the same facility are to be released to fill apprentice openings in other Company facilities, the release of these applicants should occur in a manner that minimizes disruption to the operation of the applicant's department.

  - Apprentice seniority is governed by Article 15 of the Apprenticeship Standards.

The JAC will monitor the operation of these procedures and will report periodically to the UAW National Ford Department and U.S. Union Relations Staff on that operation. The parties will examine the reported experience to determine whether revisions are required to achieve the objectives of obtaining well-qualified candidates, competitive parity, and continued fulfillment of the parties' commitment to equal employment opportunity and affirmative action.

Provisions of this letter may be suspended by mutual agreement of the UAW, National Ford Department and the Company's Labor Affairs Office for the duration of applicable Pilot Programs.

Very truly yours,

cba4/00267/2
a
8/24/15

Ford Volume 4B

Apprentice Selection Procedure - Source of Candidates

~~RICK E. POYNTER, Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~

~~Concur: Gerald D. Bantom~~

cba4/00267/3
a
8/24/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Apprentice Tool Box and Tool Set

During these negotiations, the parties discussed various issues regarding the Apprentice Program, including the supplies provided to apprentices. As a result of these discussions, it is agreed that within 30 days of the ratification of this agreement, local parties at each location with an Apprentice Program will establish a standard tool set for each apprenticeable trade classification at that facility. Further, ~~T~~the parties agreed that, as soon as practicable after being placed in the Apprentice Program, apprentices will be able to requisition (subject to return if they leave the Program prior to graduation) an appropriate trade specific, American made tool box and trade specific standard tool set from their plant that will become the property of the apprentice upon graduation.

This arrangement is not intended to modify mutually satisfactory existing local procedures.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00899
b
09/09/15

AWS 2nd

9-9

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: AWS Implementation - Payroll Systems

During these negotiations, the parties discussed the difficulties that arise when Alternative Work Schedules are implemented without the appropriate payroll and timekeeping systems in place to support the pattern.

The parties discussed the phased implementation of a more advanced timekeeping system that will allow the Company to more easily program current and new operating patterns. The system is intended to allow for a smoother transition and accurate timekeeping process to provide improved payroll processing services. Until such time, the Company will continue to be required to complete these processes, in some cases, through manual methods.

It is the intent of the Company to make every reasonable effort to minimize pay discrepancies as a result.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

9/9/15

Concur:
Jimmy Settles

9/10/15

9/10/15

BR

cba4/01452
a
09/09/15

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: A/Z Plan Ambassador Program Awards

During these negotiations the parties discussed the Ford A/Z Plan Ambassador and the Ambassador Inner Circle program. The program offers awards to employees who reach certain milestones for utilization of the A and Z plan benefits. These awards will remain U.S. Made Products.

The details of this program can be found on the A/X/Z plan system web page (www.axz.ford.com).

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Bob King

cba4/01283
a
09/12/15

9-14-15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Back Up Time

During the course of the 201~~1~~5 negotiations the Union voiced concerns regarding instances where employees ~~on non-Appendix W work schedules~~ have their start time modified resulting in an employee working over ~~eight hours~~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 ~~eight hours~~their base daily schedule in the twenty-three 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 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.

Very truly yours,

~~JAMES TETREAULT,~~
~~Vice President~~
~~North America Manufacturing~~
Bruce Hettle,
Vice President
North America Manufacturing

~~Concur: Jimmy Settles~~

Concur:
Jimmy Settles

09-21-2015

9.21.15

cba4/01441
a
09/18/15

9-2-15

~~September 17, 1987~~

~~Mr. Stephen P. Yokich~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

~~Dear Mr. Yokich:~~

Subject: Base Hourly Rate Definition Under Certain Circumstances

During the present negotiations, the parties discussed provisions in the Supplemental Unemployment Benefit (SUB) Plan ~~and the Guaranteed Income Stream (GIS) Benefit Program~~ which define "Base Hourly Rate". The concern was with Employees who experience reclassification to lower hourly rated jobs as a result of Seniority layoffs in connection with the gradual curtailment of operations prior to a plant closing.

The parties agreed that effective for a layoff on or after the Effective Date the references in Article IX(4) of the SUB Plan ~~and in Section 19C of the GIS Program~~ to ninety (90) calendar days will be changed to one year if an Employee experiences a permanent layoff due to a plant closing.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~PETER T. ZACHARY, Manager~~
~~Employee Benefits Department~~
~~Employee Relations Staff~~

Concur: Jimmy Settles

~~Concur: Stephen P. Yokich~~

cba4/00330
a
09/13/2015

XX/XX/XXXX

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 XX/XX/XXXX will be eligible for the following benefits:[1]

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 | $2,100 |
| 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 |
| Prescription Drugs (Retail and Mail Order) | |
| Generic | $7.50/script |
| Brand | $15.00/script |
| Office Visit | $20 co-pay |

[1]All language on this document came from cba4/01268, Attachment A. We are striking out that language and putting it all in the related Letter of Understanding titled Benefits for Long Term Supplemental Employees, control document cba4 01493.

cba4/01493/1
a
11/03/15

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.

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.

cba4/01493/2
a
11/03/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Benefits for Former "Entry Level" Employees Who Transitioned to Regular Employment and Certain Skilled Trades Employees

During these negotiations the parties discussed the eligibility for certain benefits for former "Entry Level" employees who transitioned to regular employment status during 2015 and Skilled Trades employees hired or rehired after October 24, 2011. The Company and Union agree that former "Entry Level" employees who transitioned to regular employment status between January 26, 2015 and June 8, 2015, and Skilled Trades employees hired or rehired after October 24, 2011, shall be eligible for benefits under the terms of the Group Life and Disability Insurance and Supplemental Unemployment Benefit Plan provisions of the Collective Bargaining Agreement as if such employees were employed as regular employees, with the following exceptions:

- Company provided post-employment Basic Life Insurance coverage shall be provided to such employees in the amount of $15,000 for employees 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 employment with the Company; and
- Company provided Accidental Death and Dismemberment insurance shall be provided to such employees in the amount of $7,500 for employees 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 employment with the Company. Such coverage shall be consistent with eligibility for employees after Retirement as set forth in Volume II.

Very truly yours,

cba4/01482/1
c
11/04/15

Bernie Swartout,
Director
Compensation & Benefits

cba4/01482/2
c
11/04/15

~~October 4, 2011~~ XX, XX, XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Best-In-Class Quality Program

During the ~~2011~~ 2015 negotiations the Company and the Union renewed their commitment to the Best-In-Class Quality Program. The parties reaffirmed their recognition 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. Both parties agreed that all employees want to produce and deliver high quality products consistently to our customers. Anything short of full commitment will result in failure.

To achieve world-class quality improvement, all Ford Motor Company employees must be engaged in quality processes and problem solving techniques.

This letter confirms the commitment of both parties to support the Global Quality Improvement Process empowering all employees to be quality advocates and enabling continuous improvement every day in the quality of our products.

~~Sincerely,~~

~~JOHN FLEMING,~~
~~Executive Vice President~~
~~Global Manufacturing and~~
~~Labor Affairs~~
Very truly yours,

John Fleming,
Executive Vice President
Global Manufacturing and
Labor Affairs

cba4/01371
a
09/05/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Call-in Pay - Alternative Work Schedules

During these negotiations, the parties discussed employees on Alternative Work Schedules (AWS) called in to work or permitted to come to work without having been properly notified that there will be no work.

It was agreed that employees regularly assigned to such AWS shall receive a minimum of fifty percent of their base daily schedule at the employee's regular hourly rate (e.g. 5 hours for a 10 hour shift, 6 hours for a 12 hour shift and so forth), except in case of labor disputes or other conditions beyond the control of the local Management.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

RWB 9/12/15

9/12/15

cba4/01482
a
09/12/15

9-13-15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Camshaft Machining Center of Excellence

The parties have discussed the potential of creating a camshaft center of excellence to support engine operations. Such a center would require a very competitive approach to staffing, work rules, operating plans and processes. The Company will evaluate the appropriateness of Romeo as a potential location for the camshaft machining center of excellence.

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

cba4/01400
a
08/28/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Change to UAW-AAI Plan Interest Rate Look-back Period

During these negotiations, the Company and the Union agreed to amend the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("UAW-AAI Plan"). Accordingly, under Section 2.19(g) of the UAW-AAI Plan, effective for distributions with annuity starting dates beginning on or after January 1, 2016, "Applicable Interest Rate" means the annual rate of interest as defined under Section 417(e)(3)(C) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"), determined for the month of August of the year immediately preceding the year in which such determination is made, or such other rate of interest as required by the Internal Revenue Code or any guidance issued thereunder.

The parties will work together to resolve any administrative issues.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01464
a
09/13/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Communications and UAW Ford Digital Media Department

In 2011 the Company and the Union mutually agreed to explore methods to improve communications. The parties discussed their common interest in fostering employee communications, which are complimentary to both the Company and Union's respective communications processes.

Communication in the workplace is an important tool used to not only educate and enlighten our workforce, but also highlights our community initiatives and joint interests.

In support of this, the UAW-Ford National Programs Center established the Digital Media and Communications Department. By establishing the department, successful methods have been developed using print and web based mediums to recognize, inspire and showcase the accomplishments of both the hourly and salaried employees in the community.

The Company and the Union agree to continue to support and further explore methods and opportunities to strengthen employee communications. They also agree to continue to recognize UAW-Ford employees for their involvement in activities that promote UAW-Ford both inside Ford Motor Company as well as the community at large.

Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur:
Jimmy Settles

cba4/01493
a
10/12/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Community Health Care Initiatives

During these negotiations, the Union and the Company conducted extensive discussions regarding the continued development of the Community Health Care Initiatives process. In designated communities the Company and the Union work with others in the community to initiate community activities designed to improve the overall health status of area residents and improve the quality and cost effectiveness of the local health care delivery system.

The parties reaffirm that Community Health Care Initiatives Programs have the potential to promote high quality, cost effective health care delivery systems for the entire community and thereby enhance the effectiveness and value of the health care benefits provided to UAW-represented eligible Ford enrollees, under the H-S-M-D-D-V Program. ~~Accordingly, the Company and Union have agreed that as soon as practicable following ratification of the Agreement, t~~The Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program will meet to further develop specific measurable objectives focusing on cost-effective, quality ~~a~~Action ~~p~~Plans, to be used in ongoing activities as soon as practicable in the Kansas City ~~pilot~~ and ~~in~~ Louisville programs. The objectives will be consistent with the principles outlined in the attached Vision-Mission Statement.

The parties are committed to work closely together to effectively monitor the results of these initiatives.

The Action Plans will identify areas for program activities designed to achieve demonstrable improvements in health status, quality and cost effectiveness of the health care delivery system over time. Typical community activities would include, but not be limited to:

- Collaboration with consumers, purchasers, providers, health care plans, carriers and other interested parties to develop activities that will assist a community in utilizing all its health care resources

effectively, and balancing those resources with its health care needs,

- Evaluation of provider cost disparities as well as practice variations,

- Creation of specific programs that incorporate pharmacy data with medical data so that treatment patterns may more accurately reflect evidence-based medicine,

- Identification of best practices of care and delivery, and encouragement of their adoption by local health care providers,

- Improvement in the health status of all members of the community through the use of community activities, such as educational and informational programs, ~~and~~

- Provision of environmental scans, resource and needs assessments and other data that give the community access to significant data and information to enable it to develop action planning.

The Action Plans developed by the Company-Union Committee will be tailored to reflect the unique environment of each community. The Committee will jointly adopt specific short-term and ongoing measurable goals for each location, monitor the activity within each of the two communities and receive quarterly reports from the Community Initiatives Directors. The parties agree to collaborate with other organizations involved in community health care initiatives programs to ensure maximum effectiveness of the programs.

Further, the parties will evaluate on or before July 1, ~~2013~~2017, those initiatives based on the adopted measurable goals. Based on the results of these evaluations, the parties may mutually agree to take appropriate actions including the termination of the Community Health Care Initiatives and expansion to a third community as determined by the Committee.

Two Community Initiatives Directors (CIDs) will be assigned to each targeted community and will be responsible for working as a team to implement each Action Plan under the oversight of the Company-Union Committee. One CID will be appointed by the Company and one by the Union. The CIDs will be employees of the Company and receive pay and benefits from the Company. Any consulting fees will be reimbursed from National Program Center funds.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

Attachment

JAK

cba4/00441/3
b
10/07/15

ATTACHMENT

**COMMUNITY INITIATIVES**

**VISION - MISSION STATEMENT**

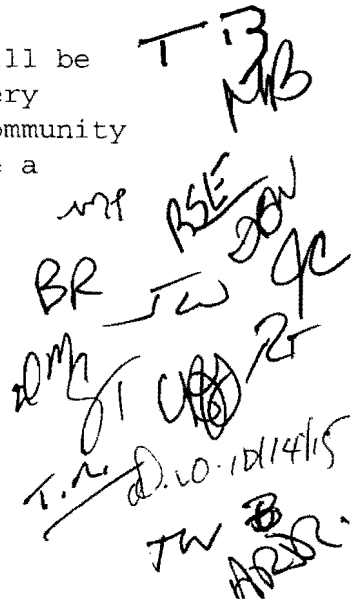
We are firmly committed to encourage the development of community health care delivery systems that provide high quality health services, promote disease and accident prevention, expand health education, improve community health status and enhance the quality of life, while reducing costs by efficient and appropriate cost-effective delivery of services.

The Community Initiatives process will stimulate community activity, including coalitions and other consensus building forums, to encourage collaboration and cooperation of consumers, purchasers, providers, health care plans, carriers and other interested parties to improve the health care system by promoting:

- The delivery of high quality health care;
- A culture of "best practice";
- State-of-the-art data collection and information systems;
- A balancing of the health care resources of the community with the community's health care needs; and
- Cost effective care delivery.

Community activity, supported by information acquired through the assessment of community needs and resources and a survey of national and local "best practices", will generate the development and implementation of action plans to ensure that health care resources in the community are used efficiently and effectively to meet its needs.

This commitment to community activity and collaboration will be ongoing and emphasize continuous improvement of the delivery system. An immediate goal will be achieving a voluntary community commitment to a moratorium on expansion that does not have a consensus of need.



3

JAK

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Company and Union Information Sharing

During these negotiations, the Company and the Union agreed that the Company would provide the following information to the Union at the timeframe listed below.

| 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|---|---|---|
| • 4th Quarter (prior year) Volume Report - provided by Xerox<br>• 4th Quarter (prior year) Over 10K/10 Month Report<br>• Annual Demographics Report for prior year - provided by Xerox | • 1st Quarter (present year) Volume Report - provided by Xerox<br>• 1st Quarter (present year) Over 10K/10 Month Report<br>• Annual Funding Notice and Related Funding Valuation Report | • 2nd Quarter (present year) Volume Report - provided by Xerox<br>• 2nd Quarter (present year) Over 10K/10 Month Report | • 3rd Quarter (present year) Volume Report - provided by Xerox<br>• 3rd Quarter (present year) Over 10K/10 Month Report<br>• Form 5500<br>• AAI Lump Sum Factor Table for Next Year |

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01467
a
09/13/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Competitiveness Bonus

Ford recognizes the significant contributions its hourly UAW-represented employees have made to the improvements in business performance over recent years. In order to encourage and reward the ongoing commitment to competitiveness, the Company and the Union have agreed to meet at the conclusion of these negotiations and mutually agree to identify metric(s) that both parties believe best recognize the efforts of hourly UAW- represented employees.

Upon achievement of those metrics established between the parties, qualifying, eligible employees, as defined below, will receive a payment in accordance with the following table:

| Recognition Eligibility Date | Amount | Payable During Week Ending |
|---|---|---|
| November 15, ~~2011~~ 2015 | $250 | December ~~11~~ 13, ~~2011~~ 2015 |
| November 15, ~~2012~~ 2016 | $250 | December ~~9~~ 11, ~~2012~~ 2016 |
| November 15, ~~2013~~ 2017 | $250 | December ~~8~~ 10, ~~2013~~ 2017 |
| November 15, ~~2014~~ 2018 | $250 | December ~~7~~ 9, ~~2014~~ 2018 |

Qualifying, eligible employees are ~~defined as follows:~~ Sseniority employee on the active employment roll as of the Recognition eEligibility dDate.

- ~~Employee has worked thirty-two (32) or more pay periods in the fifty-two (52) pay periods immediately preceding the pay period in which each eligibility date occurs.~~

~~In determining the number of pay periods worked in each eligibility year, employees will be credited with one (1) pay period worked if the employee:~~

cba4/01399/1
a
11/03/15

~~1. Performed some work for the Company,~~

2. ~~Received some jury duty pay, vacation pay, bereavement pay, holiday pay or short-term military duty pay from the Company, or~~

~~3. Received Workers' Compensation payments while on an approved medical leave of absence due to a compensable injury or occupational disease provided:~~

~~1. The employee would have otherwise been scheduled to work during such complete calendar week(s); and~~

~~2. The employee is actively at work during at least one complete calendar week (5 scheduled working days or the base schedule working days for AWS employees) during the eligibility year.~~

An employee who retires during the eligibility year and who, but for such retirement, would have had seniority as of the designated eligibility date, will qualify for a Competitiveness Bonus if otherwise eligible.

An employee who dies during the Competitiveness Award eligibility year, if otherwise eligible, will have a payment made to their estate, or, if permitted by local law, to the next of kin.

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01399/2
a
11/03/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 agreed that the following union representatives will be given read-only access to the following ~~Time and Work Order Systems Tasks (TWOS)~~timekeeping system tasks:

- 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
  - H279, View Week-To-Date Hours Worked/Absent
  - H432, view Employee Disciplinary Information
  - H160, view Absence History by Employee.
- Committee-persons through a computer accessible in in-plant Union offices:
  - H160, view Absence History by Employee

cba4/01169/1
a
09/12/15

- H432, view Employee Disciplinary Information

- H279, view Week-To-Date Hours Worked/Absent

Local Unit Chairpersons, Local Bargaining Committee Representatives ~~and~~, Local Unit Committee-persons, and ESSP Representatives will be given read-only access to the Attendance Tracking System (ATS).

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.

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,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director

cba4/01169/2
a
09/12/15

U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

~~This letter replaces:~~
~~Computer Access for Administration of Agreement (Sept. 15, 2003)~~
~~Alpha and Classification Listing (Sept 16, 1996)~~
~~Employee Data Privacy (Sept 15, 2003)~~

cba4/01169/3
a
09/12/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Computer Access to Change Passwords

During the course of the 2011 negotiations, the Union and the Company discussed at length the need for employees to be able to change their passwords from the internet when accessing their paystubs online while not exclusively utilizing the Ford P-Synch system from a work computer. It was agreed that the Company would provide employees the ability to change their passwords via the internet from any computer. A single point lesson will be available at a plant Labor Relations office and/or kiosk.

The responsibility of maintaining the confidentiality of passwords will continue to be the sole responsibility of the employee.

~~Very truly yours,~~

~~BILL DIRKSEN~~,
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01355
b
09/12/15

~~September 15, 2003~~XX/XX/XXXX

~~Mr. Gerald D. Bantom~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Bantom:~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Computer Systems Access for UAW Representatives

During the course of these negotiations, the parties discussed the importance of certain International Union representatives having access to certain Corporate databases containing information pertinent to the accomplishment of their responsibilities.

The Company recognizes the potential for efficiencies that may be gained by expanding certain access to different Corporate data systems. At the same time, it must be recognized that the widespread availability of e-mail and the public Internet, increases the possibilities for the misuse or improper control of the Company's proprietary information. As such, the Company must ensure that access is limited to those individuals with a demonstrated business need related to primary job functions. Furthermore, to protect the Company's intellectual properties, the handling of such data must comply with security policies and procedures, and regulations governing the public disclosure of this information. To meet these standards it is essential that the Company database business owner has reviewed and approved any access. Inappropriate access or misuse of data related to the Ford Motor Company can lead to potential unauthorized disclosure of data, which could cause reputational damage, compromise the competitive position of the Ford Motor Company, create potential violations of consumer privacy protection, and could result in financial harm to the Company.

~~Consistent with the guidelines listed above, and within 30 days following the Effective Date of this Agreement, UAW and Company representatives from the Joint Programs, along with~~



9-14-15

~~representatives from the Company's Information Technology organization will form a committee to complete a feasibility study and to develop an action plan for expanding the access of certain International Union representatives to certain Company databases.~~

~~Following this joint study, it~~It is understood that access will only be granted to specific Corporate systems on the basis of demonstrated business relevance. Prior to the granting of any such access, the parties discussed and agree to develop a mutually acceptable indemnification provision from the UAW to the Company.

In all instances, the granting of access will conform to the Company's Corporate Information Management Policy (Policy Letter Number 20), which includes, but is not limited to, proper information management and retention standards. At all times, the Company reserves the right to periodically reevaluate access, audit usage, and to remove access rights immediately upon awareness of inappropriate access and/or usage. Furthermore, should access be granted, UAW representatives must comply with regulations governing the public disclosure of the Company's proprietary information. Additionally, representatives must recognize the need to protect and limit the Company's exposure and potential liabilities that may result from the improper, inaccurate, or inconsistent use of information.

~~Very truly yours,~~

~~RICK E. POYNTER,~~
~~Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Gerald D. Bantom~~

Concur:
Jimmy Settles

cba4/00984/2
a
09/12/15

9-14-15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Continued Commitment to Community Service

Community outreach has been a strong tradition with both the United Auto Workers and Ford Motor Company throughout the years. For more than a century, Ford has been committed to improving the world in which we work and live. Since its inception, the United Auto Workers union has been steadfast in improving the lives of the workforce and serves as a leader in the ongoing struggle to secure economic and social justice for all people. Working jointly, UAW and Ford identify innovative solutions to community concerns using a coordinated and strategic approach.

In the 2015 National Negotiations the Company and the Union discussed the importance of the community service department and our common interests in pursuing additional programs including but not limited to General Community Outreach, Disaster Relief, Education Initiatives, Veterans Outreach as well as assisting the homeless and disabled in the community. To date, UAW-Ford has had multiple successful community outreach campaigns such as the Boxes of Love program, which provides holiday dinners for the less fortunate and the Ramp Program, which provides greater mobility for the disabled.

Together, UAW and Ford Motor Company maintain common interest and a social responsibility by giving back and contributing to the development and improvement of the communities in which we work and live.

Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur:
Jimmy Settles

cba4/01505
c
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Continuous Improvement Principles

The Company reaffirms its commitment to continuous improvement and the establishment of structures that allow employees the opportunity to participate in continuous improvement activities.

The parties recognize that a high level of quality, operating efficiency and effective relationships require mutual respect and recognition of each other's issues and concerns. Therefore, Local Continuous Improvement Forums should include consideration of each plant's operational requirements and the needs of employees as they focus on cooperative efforts that achieve our common goals of improving operational effectiveness, increasing job satisfaction, and fully engaging the workforce.

The support for continuous improvement initiatives will be discussed on a regular basis by the local parties in the Continuous Improvement Forum or in other meetings as appropriate to fully implement the Global Manufacturing Strategy.

The Company will continue to implement initiatives that drive continuous improvement at each plant ~~that~~ includ~~e~~sing the ~~a~~ process whereby ~~for~~ work groups/teams ~~to~~ escalate abnormalities or issues outside their span of control~~unresolved issues~~. It is understood that ~~successful implementation~~ continuous improvement will be based on consistent support from both the local management and Union leadership. In pursuit of these initiatives, representatives of the National Continuous Improvement Forum will be available to work with local committees to achieve these goals.

~~BILL DIRKSEN,~~
~~Executive Director~~
~~Labor Affairs~~
Stacey Allerton
Director
Labor Affairs

Concur: Jimmy Settles

cba4/01011
a
08/31/15

~~October 4, 2011~~XX/XX/XXXX

Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Criteria For Reviewing HMOs

During these negotiations, the parties discussed criteria to be considered when reviewing Health Maintenance Organizations (HMOs).

The ~~Company~~parties agree~~s~~ that HMOs selected for joint approval for offering to Ford hourly employees represented by the Union during future open enrollments, must provide benefits equivalent to the specifications described in the attached. These benefits may be modified upon agreement by the parties.

Previously made changes to the cost sharing of HMOs to comply with other portions of this agreement will not be reduced.

Very truly yours,

~~RICK POPP, Director~~
~~Employee Benefits,~~
~~Human Resources~~
Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~
Concur: _____
Jimmy Settles

Attachment

cba4/00316/1
c
11/04/15

ATTACHMENT

SCHEDULE OF BENEFITS FOR EVALUATING

HMOS TO BE OFFERED TO FORD HOURLY

EMPLOYEES REPRESENTED BY THE UAW

| Benefit | HMO |
|---|---|
| INPATIENT-HOSPITAL | All services must be provided, ordered, prescribed, or recommended by the HMO or plan physician except in the case of emergencies where the HMO rules of reporting shall apply. |
| Room and Board | Semi-private room covered in full. Private room covered, if medically indicated. |
| Benefit Period | Unlimited. |
| Maternity Admission | Unlimited. |
| Surgery (includes plastic, cosmetic, and reconstructive surgery for congenital anomalies, correction of conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from cancer surgery, such as following medically necessary mastectomies). | No charge - covered in full. |
| Hospital Physician Service | No charge - covered in full. |
| Surgical Assistance | No charge - covered in full, when medically necessary. |
| Ancillary Services | No charge - covered in full. |
| Physical Therapy | No charge - covered in full. |
| Consultations | No charge - covered in full. |
| Pulmonary Tuberculosis | No charge - covered in full. |
| Affiliated Hospitals | No charge - covered in full. |
| Non-Participating Hospitals | No charge if admitted by a plan doctor, or for an emergency. |
| | |
| OUT-PATIENT SERVICES | |
| Outpatient Surgery | No charge - covered in full. |
| Hospital Services | No charge - covered in full. |

cba4/00316/2
c
11/04/15

| | |
|---|---|
| Diagnostic Laboratory and X-Ray | No charge - covered in full. |
| Routine Office Visits | $25 Co-payment per visit. |
| Doctor's Home Visit | No charge - covered in full when medically indicated. |
| Physical Exams | $25 office visit co-pay (if involves an office visit). |
| Pediatric Exams | $25 office visit co-pay (if involves an office visit). |
| Urgent Care Visits | $50 co-pay per visit. |
| Allergy Testing and Injections | $25 office visit co-pay (if involves an office visit). |
| Other Injections and Immunizations | $25 office visit co-pay (if involves an office visit). |
| Pap Smears (Annually) | No charge - covered in full. |
| Physical Therapy | No charge - up to 60 visits per condition per year. |
| | |
| EXTENDED CARE FACILITY | |
| Benefit Period | No charge - covered in full. Unlimited number of days. Custodial care not covered. |
| Physician Services | No charge. Unlimited number of visits. |
| Consultation | No charge - covered in full. |
| | |
| EMERGENCY | |
| In-Area | $100 co-payment (waived if admitted, or placed into observation (where administratively feasible by the HMO)). Authorization must be obtained as soon as possible either before or after treatment. |
| Out-of-Area | $100 co-~~P~~payment (waived if admitted, or placed into observation (where administratively feasible by the HMO)). Authorization must be obtained as soon as possible either before or after the occurrence. This is world-wide coverage. |
| Ambulance | No charge - covered in full |

| | |
|---|---|
| | when medically necessary, to or from hospital, or both ways. |
| | |
| MENTAL HEALTH CARE | |
| Hospital Inpatient | No charge - covered in full. |
| Extended Care Facility | No charge - covered in full. |
| Partial Hospitalization/ | No charge - covered in |
| Psychiatric Admission | full. |
| Out-Patient Psychiatric | No charge - covered in full. |
| Psychological Testing | No charge - covered in full. |
| Electroshock Therapy | No charge - covered in full. |
| | |
| SUBSTANCE USE DISORDER | |
| In-Hospital | No charge - covered in full. |
| Out-Patient Therapy | No charge - covered in full. |
| | |
| OTHER SERVICES | |

cba4/00316/4
c
11/04/15

| | |
|---|---|
| Prescription Drugs<br>In-Area and Out-of-Area<br>Participating Pharmacy | Effective January 1, ~~2010~~2016, a co-payment of ~~five~~six dollars ($~~5~~6.00) for each separate generic prescription order and refill and ~~eleven~~twelve dollars ($1~~1~~2.00) for each separate brand-name prescription order and refill for employees , and their eligible spouses, surviving spouses and dependents. Effective January 1, ~~2010~~2016, the co-payment is seventeen dollars ($17.00) for each separate erectile dysfunction medication prescription order and refill. ~~These co-payments for each separate prescription order or refill of a covered drug will increase at the beginning of each calendar year by 3%. The calculated co-payment will be rounded to the nearest whole dollar amount in accordance with the Engineering Method of Rounding.~~<br>Insulin and Insulin needles and syringes are covered as well as valid dental prescriptions for a dental service provided by a licensed dentist who may or may not be participating with the HMO. |
| Chemotherapy | No charge - covered in full. Inpatient and out-patient. |
| Blood | No charge - covered in full for administration and plasma, whole blood covered if replaced. |
| Coordinated Home Care | No charge - covered in full when medically indicated. |
| Hemodialysis | No charge - covered in full. Inpatient and out-patient. |
| Radiation Therapy | No charge - covered in full. |
| Prosthetic and Orthotic Appliances | No charge - covered in full. |

cha4/00316/5
c
11/04/15

| | |
|---|---|
| Durable Medical Equipment | No charge - covered in full. |
| Private Duty Nursing | No charge - covered in full when medically necessary. |
| Family Planning and | No charge - covered in full. Infertility Services |
| Sterilizations | No charge - covered in full. |
| | |
| HEARING AID BENEFITS | |
| Examinations | No charge - covered in full. |
| Hearing Aid | No charge - covered in full when medically indicated. |
| Limitation | As medically indicated. (Repair of broken aids or replacement of lost aids may be restricted to not sooner than 36 months from day of acquisition of a hearing aid.) |
| | |
| VISION CARE | |
| Regular size lenses and frames | Vision Benefits continued under current Employer Plan if not offered by HMO as a benefit. |
| Per Examination (including prescription) | If Vision Benefits are offered by HMO, benefit must be equivalent to Employer Plan. |
| Combined Lenses and Frames Limitation<br><br>Contact Lenses Allowance (Following cataract surgery, lenses or, glasses are covered under basic benefits not the vision program.) | Following cataract surgery, lenses, frames, or glass are covered under Corrective Appliance Benefit. |
| | |
| | |
| MISCELLANEOUS | |
| When Medicare is Primary Maternity Benefits | Complementary Benefits. Immediate. |
| Eligibility Provisions | Based on eligibility provisions as described under Section 10 of the H-S-M-D-D-V Agreement. |
| Claims and Appeals | Affordable Care Act (ACA) Compliant. |
| ~~Conversion Privilege~~ | ~~Provided.~~ |
| Enrollment Outside HMO | Not covered unless HMO |

| | |
|---|---|
| Service Area | can accommodate the enrollment. |

The HMO will make all Affordable Care Act (ACA) required design changes.

cba4/00316/7
c
11/04/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Dearborn Tool & Die Plant

During the current negotiations there was considerable discussion regarding the ongoing competitiveness of the Dearborn Tool and Die Plant. Notwithstanding the plants recent improvements in quality, cost, and delivery, the Company advised the union that the Dearborn Tool and Die Plant continues to be under significant global and domestic competitive pressures.

Additionally, there was considerable discussion on die construction sourcing during these negotiations. The parties acknowledge that there may be external factors, such as product cycle plans and outside supplier capacity constraints that may have an impact on scheduling a consistent flow of work. The Company advised the Union that the primary goal in die construction sourcing is to provide an efficient investment level to the vehicle program(s) and ultimately provide exceptional value to the vehicle consumer. Other factors in the sourcing decision-making process include the cost of die construction, size and timing of the various programs, facilities availability and special employee skills.

The parties agree in order to continue to narrow the competitive cost gap and to achieve the required improvement in Tool and Die Plant business metrics the parties will apply best practices derived from external benchmarking studies, cost efficient alternative work schedules to enhance throughput while minimizing incremental overtime, and new technologies.

cba4/01215/1
a
11/02/15

As a result of these discussions and the commitment of the parties to aggressively implement time bound, metric based continuous improvement actions at the Tool and Die Plant, the Company agrees to make capital investments totaling $20 million to purchase new tryout and hemmer presses and upgrades to scanner and tool room technology/equipment for the Dearborn Tool and Die operations during the term of the agreement.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01215/2
a
11/02/15

XX/XX/XXXX

Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Dearborn Tool & Die Plant

During the 2015 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 $35 million dollars to upgrade and/or purchase new equipment/technology during the term of this agreement.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01481
c
11/02/15

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: Deceased Employees (September 16, 2007 - September 30, 2007)

This will confirm the agreement reached by the parties during our recent collective bargaining negotiations with respect to employees who die after September 15, 2007 and before October 1, 2007. Such employees will be deemed to have retired on October 1, 2007 for purposes of determining credited service and survivor's benefits, if applicable.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

cba4/00085
a
09/12/15

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: Definition and Administration of Entry Level Employees

During the course of these negotiations, the parties had considerable discussion around increasing jobs in UAW facilities, maintaining seniority provisions and creating future employment opportunities. A competitive business case must exist for insourcing new work or expanding existing work. The Company and the Union mutually agree that the first priority is placing all employees covered under the Job Security provisions, including those hourly Ford employees currently working at Automotive Components Holding LLC (ACH) locations.

As outlined in the Memorandum of Understanding entitled, "UAW-Ford Entry Level Wage & Benefit Agreement", Entry Level employment has been established to ensure a competitive blended labor rate across the enterprise. 7,027 Entry Level opportunities have been identified based on the current employment level Company- wide, excluding Sterling Axle Plant, Rawsonville, ACH, and previously negotiated COA outsourcing actions. In conjunction with 7,027 Entry Level opportunities identified, a total of 1,229 previously negotiated COA outsourcing actions will be retained in-house at traditional classifications and rates. The combination of these two actions represents 20% of the total number of seniority employees covered by the UAW-Ford National Agreement. The number of Entry Level opportunities will be adjusted to maintain this percentage, based on changes in future population size.

In evaluating new work that will be considered for future employment, two definitions were determined;

- Work that is presently being performed by a third party that the parties agree can be done competitively by Ford employees. Examples may include kitting, sequencing, instrument panel assembly, stamping sub-assembly, etc. This work, if insourced, will be tracked separately and not included in the 20% entry level employment opportunities outlined above.

cba4/01279/1
a
11/04/15

- Work that is associated with new programs, new models or increased volume of existing work. This work would be tracked in line with the proportionate model.

Recognizing the necessity for swift implementation of this future staffing model, the parties agree that new employees will be hired as Entry Level. Career progression into regular, non-entry level employment will be managed Corporate-wide, converting the highest seniority Entry Level employee(s) to regular, non-entry level employment once the proportional model is reached in order to maintain the appropriate percentage.

The oversight and ongoing maintenance of this transformation will be monitored and discussed between the National Ford Department and Ford Labor Affairs on an ongoing basis. Ford Motor Company and the UAW are both committed to the full implementation of this Agreement on the basis that the business will prosper, thus enhancing the employment security of current employees while providing opportunities for prospective new employees.

Very truly yours,

BILL DIRKSEN,
Executive Director
Labor Affairs

Concur: Bob King

cba4/01279/2
a
11/04/15

11/04/15

~~October 4, 2011~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: ~~Enhanced Traditional Dental Plan~~Dental Expense Benefits Program

During the course of these negotiations, the parties discussed the quality and value of the Dental Expense Benefits Program as described in Exhibit I of this Agreement. The parties recognize the importance of dental hygiene and its value on the total health of an individual. In an effort to increase quality and cost-effectiveness of the dental program, an enhanced schedule of benefits has been implemented when a preferred provider is utilized for dental services.

~~Blue Cross and Blue Shield of Michigan and Dentemax have been providing an Enhanced Traditional Dental Plan with a nationwide dental network. Effective August 1, 2011, the Dentemax network transitioned to Dental Network of America®, LLC (DNOA).~~

~~For covered dental services provided by an in-network provider for eligible employees, surviving spouses and their eligible dependents, the reimbursement levels are those listed on the attachment to this letter.~~

~~For covered dental services received from a provider who is not participating in the network, the reimbursement levels will be those described in Exhibit I of this Agreement for Traditional Plan coverage (TRAD).~~

~~In either case, the maximum payments for services will be those as described in Exhibit I of this Agreement. It is the intent of the parties to jointly encourage Blue Cross and Blue Shield of Michigan/DNOA, or other carrier(s) as mutually agreed upon by the Company and the Union, to continue to develop and expand the number of preferred providers in the preferred provider network. It also is the intent of the parties to jointly provide educational materials to eligible members under the program in an~~

~~effort to increase the level of understanding of this enhanced traditional dental plan and to promote a higher quality of dental health care.~~

The Dental Expense Benefits are currently administered by Delta Dental of Michigan. The Delta Dental program offers two nationwide dental provider networks; PPO and Premier. Members may visit providers in either network. However, the highest benefit coverage and lowest out-of-pocket cost will be through a Delta Dental PPO provider.

A summary of dental plan benefits, including reimbursement levels for covered dental services in the PPO and Premier networks are listed in the Attachment to this letter.

The Dental Expense Program is described in detail in Exhibit I of this Agreement. It is the intent of the parties to jointly encourage Delta Dental of Michigan, or other carrier(s) as mutually agreed upon by the parties, to continue to develop and expand the number of PPO providers. It also is the intent of the parties to jointly provide educational materials to eligible members under the program in an effort to increase the level of understanding of the Dental Expense Benefits Program and to promote a higher quality of dental health care.

Very truly yours,

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

Attachment

BJS

JAK cba4/00840/2
c
10/12/15

ATTACHMENT

| Summary of Delta Dental Plan Benefits | | | |
|---|---|---|---|
| Covered Services: | PPO Dentist Plan Pays | Premier Dentist Plan Pays | Nonparticipating Dentist Plan Pays (Additional fees may apply)* |
| **Diagnostic & Preventive** | | | |
| **Diagnostic and Preventive Services** - exams, cleanings, fluoride, and space maintainers | 100% | 100% | 100%* |
| **Emergency Palliative Treatment** - to temporarily relieve pain | 100% | 100% | 100%* |
| **Brush Biopsy** - to detect oral cancer | 100% | 100% | 100%* |
| **Periodontal Maintenance** - cleanings following periodontal therapy | 100% | 100% | 100%* |
| **Basic Services** | | | |
| **Radiographs** - X-rays | 100% | 90% | 90%* |
| **Minor Restorative Services** - fillings and crown repair | 100% | 90% | 90%* |
| **Endodontic Services** - root canals | 100% | 90% | 90%* |
| **Periodontic Services** - to treat gum disease | 100% | 90% | 90%* |
| **Extractions** - removal of teeth | 100% | 90% | 90%* |
| **Other Basic Services** - misc. services | 100% | 90% | 90%* |
| **Relines and Repairs** - to bridges, implants, and dentures | 100% | 90% | 90%* |
| **Occlusal Guards/Adjustments** - bite guards and occlusal adjustments | 90% | 90% | 90%* |
| **Other Oral Surgery** - dental surgery other than extractions | 90% | 90% | 90%* |
| **Major Restorative Services** - crowns | 90% | 90% | 90%* |

*When services are received from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee (allowed amount) that will be paid for those services. The Nonparticipating Dentist may charge more than the allowed amount, therefore, the member may also be

cba4/00840/3
c
10/12/15

required to pay the balance of the charge(s) above the allowed amount.

| Covered Services Continued: | PPO Dentist Plan Pays | Premier Dentist Plan Pays | Nonparticipating Dentist Plan Pays (Additional fees may apply)* |
|---|---|---|---|
| **Major Services** | | | |
| **Prosthodontic Services** – bridges, implants, and dentures | 70% | 50% | 50%* |
| **Orthodontic Services** | | | |
| **Orthodontic Services** - braces | 60% | 50% | 50%* |
| **Orthodontic Age Limit** – | Treatment must begin prior to age 19 and coverage will continue to the end of treatment or until the maximum has been reached | | |

*When services are received from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee (allowed amount) that will be paid for those services. The Nonparticipating Dentist may charge more than the allowed amount, therefore, the member may also be required to pay the balance of the charge(s) above the allowed amount.

~~ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART~~

~~ATTACHMENT~~

| ~~Procedure code~~ | ~~Nomenclature~~ | ~~Trad~~ | ~~In network~~ |
|---|---|---|---|
| | ~~D0100-D0999 I. Diagnostic~~ | | |
| | | | |
| | ~~Clinical oral evaluations~~ | | |
| ~~D0120~~ | ~~Periodic oral evaluation~~ | ~~100%~~ | ~~100%~~ |
| ~~D0140~~ | ~~Limited oral evaluation-problem-focused, by report~~ | ~~100%~~ | ~~100%~~ |
| ~~D0150~~ | ~~Comprehensive oral evaluation~~ | ~~100%~~ | ~~100%~~ |
| ~~D0160~~ | ~~Detailed and extensive oral evaluation- problem-focused, by report.~~ | ~~100%~~ | ~~100%~~ |
| | | | |
| | ~~Radiographs~~ | | |
| ~~D0210~~ | ~~Intraoral - complete series (including bitewings)~~ | ~~90%~~ | ~~100%~~ |
| ~~D0220~~ | ~~Intraoral - periapical, first film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0230~~ | ~~Intraoral - periapical, each additional film~~ | ~~90%~~ | ~~100%~~ |

| | | | |
|---|---|---|---|
| ~~D0240~~ | ~~Intraoral - occlusal film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0250~~ | ~~Extraoral - first film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0260~~ | ~~Extraoral - each additional film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0270~~ | ~~Bitewing - single film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0272~~ | ~~Bitewing - two films~~ | ~~90%~~ | ~~100%~~ |
| ~~D0274~~ | ~~Bitewings - four films~~ | ~~90%~~ | ~~100%~~ |
| ~~D0290~~ | ~~Posterior-anterior or lateral skull and facial bone survey film~~ | ~~90%~~ | ~~100%~~ |
| ~~D0330~~ | ~~Panoramic film~~ | ~~90%~~ | ~~100%~~ |
| | | | |
| | ~~Tests and laboratory examinations~~ | | |
| ~~D0460~~ | ~~Pulp viability tests~~ | ~~90%~~ | ~~100%~~ |
| ~~D0470~~ | ~~Diagnostic casts~~ | ~~90%~~ | ~~100%~~ |
| ~~D0999~~ | ~~Unspecified diagnostic procedure, by report~~ | ~~100%~~ | ~~100%~~ |
| | | | |
| | ~~D1000-D1999 II. Preventive~~ | | |
| | | | |
| | ~~Dental Prophylaxis~~ | | |
| ~~D1110~~ | ~~Prophylaxis - adult~~ | ~~100%~~ | ~~100%~~ |
| ~~D1120~~ | ~~Prophylaxis - child~~ | ~~100%~~ | ~~100%~~ |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Topical fluoride treatment (office procedure) | | |
| D1201 | Topical application of fluoride (including prophylaxis) - child | 100% | 100% |
| D1203 | Topical application of fluoride (prophylaxis not included) - child | 100% | 100% |
| D1204 | Topical application of fluoride (prophylaxis not included) - adult | 100% | 100% |
| D1205 | Topical application of fluoride (including prophylaxis) - adult | 100% | 100% |
| | | | |
| | Space maintenance (passive appliances) | | |
| D1510 | Space maintainer- fixed - unilateral | 100% | 100% |
| D1515 | Space maintainer- fixed - bilateral | 100% | 100% |
| D1520 | Space maintainer-removable-unilateral | 100% | 100% |
| D1525 | Space maintainer-removable-bilateral | 100% | 100% |
| D1550 | Recementation of space maintainer | 100% | 100% |
| | | | |
| | D2000-D2999 III. Restorative | | |
| | | | |
| | Amalgam restorations (including polishing) | | |
| D2110 | Amalgam-one surface, primary | 90% | 100% |
| D2120 | Amalgam-two surfaces, primary | 90% | 100% |
| D2130 | Amalgam-three surfaces, primary | 90% | 100% |
| D2131 | Amalgam-four or more surfaces, primary | 90% | 100% |
| D2140 | Amalgam-one surface, permanent | 90% | 100% |
| D2150 | Amalgam-two surfaces, permanent | 90% | 100% |
| D2160 | Amalgam-three surfaces, permanent | 90% | 100% |
| D2161 | Amalgam-four or more surfaces, permanent | 90% | 100% |
| | | | |
| | Resin Restorations | | |
| D2330 | Resin-one surface, anterior | 90% | 100% |
| D2331 | Resin-two surfaces, anterior | 90% | 100% |
| D2332 | Resin-three surfaces, anterior | 90% | 100% |
| D2335 | Resin-four or more surfaces or involving incisal angle, anterior | 90% | 100% |

JAK

cba4/00840/6
c
10/12/15

~~ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART~~

| ~~Procedure code~~ | ~~Nomenclature~~ | ~~Trad~~ | ~~In network~~ |
|---|---|---|---|
| ~~D2390~~ | ~~Composite resin crown, anterior-primary~~ | ~~90%~~ | ~~100%~~ |
| ~~D2391~~ | ~~Resin-one surface, posterior~~ | ~~90%~~ | ~~100%~~ |
| ~~D2392~~ | ~~Resin-two surfaces, posterior~~ | ~~90%~~ | ~~100%~~ |
| ~~D2393~~ | ~~Resin-three surfaces, posterior~~ | ~~90%~~ | ~~100%~~ |
| ~~D2394~~ | ~~Resin-four or more surfaces, posterior~~ | ~~90%~~ | ~~100%~~ |
| | | | |
| | ~~Gold foil restorations~~ | | |
| ~~D2410~~ | ~~Gold foil-one surface~~ | ~~90%~~ | ~~100%~~ |
| ~~D2420~~ | ~~Gold foil-two surfaces~~ | ~~90%~~ | ~~100%~~ |
| ~~D2430~~ | ~~Gold foil-three surfaces~~ | ~~90%~~ | ~~100%~~ |
| | ~~Inlay/onlay restoration~~ | | |
| ~~D2510~~ | ~~Inlay-metallic-one surface~~ | ~~90%~~ | ~~90%~~ |
| ~~D2520~~ | ~~Inlay-metallic-two surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2530~~ | ~~Inlay-metallic-three or more surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2543~~ | ~~Onlay-metallic-three surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2544~~ | ~~Onlay-metallic-four or more surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2610~~ | ~~Inlay-porcelain/ceramic-one surface~~ | ~~90%~~ | ~~90%~~ |
| ~~D2620~~ | ~~Inlay-porcelain/ceramic-two surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2630~~ | ~~Inlay-porcelain/ceramic-three or more surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2642~~ | ~~Onlay-porcelain/ceramic-two surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2643~~ | ~~Onlay-porcelain/ceramic-three surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2644~~ | ~~Onlay-porcelain/ceramic-four or more surfaces~~ | ~~90%~~ | ~~90%~~ |
| ~~D2650~~ | ~~Inlay-composite/resin-one surface (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |
| ~~D2651~~ | ~~Inlay-composite/resin-two surfaces (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |
| ~~D2652~~ | ~~Inlay-composite/resin-three or more surfaces (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |
| ~~D2662~~ | ~~Onlay-composite/resin-two surfaces (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |
| ~~D2663~~ | ~~Onlay-composite/resin-three surfaces (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |
| ~~D2664~~ | ~~Onlay-composite/resin-four or more surfaces (laboratory processed)~~ | ~~90%~~ | ~~90%~~ |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Crowns—single restorations only | | |
| D2710 | Crown—resin (laboratory) | 90% | 90% |
| D2712 | Crown - 3/4 resin-based composite (indirect) | 90% | 90% |
| D2720 | Crown—resin with high noble metal | 90% | 90% |
| D2721 | Crown—resin with predominantly base metal | 90% | 90% |
| D2722 | Crown—resin with noble metal | 90% | 90% |
| D2740 | Crown—porcelain/ceramic substrate | 90% | 90% |
| D2750 | Crown—porcelain fused to high noble metal | 90% | 90% |
| D2751 | Crown—porcelain fused to predominantly base metal | 90% | 90% |
| D2752 | Crown—porcelain fused to noble metal | 90% | 90% |
| D2783 | Crown - 3/4 porcelain/ceramic | 90% | 90% |
| D2790 | Crown—full cast high noble metal | 90% | 90% |
| D2791 | Crown—full cast predominantly base metal | 90% | 90% |
| D2792 | Crown—full cast noble metal | 90% | 90% |
| D2810 | Crown—3/4 cast metallic | 90% | 90% |
| | | | |
| | Other restorative services | | |
| D2910 | Recement inlay | 90% | 100% |
| D2920 | Recement crown | 90% | 100% |
| D2930 | Prefabricated stainless steel crown—primary tooth | 90% | 90% |
| D2931 | Prefabricated stainless steel crown—permanent tooth | 90% | 90% |
| D2932 | Prefabricated resin crown | 90% | 90% |
| D2933 | Prefabricated stainless steel crown with resin window | 90% | 90% |
| D2940 | Sedative filling | 90% | 100% |
| D2950 | Core buildup, including any pins | 90% | 90% |
| D2951 | Pin retention—per tooth, in addition to restoration | 90% | 90% |
| D2952 | Cast post and core in addition to crown | 90% | 90% |
| D2954 | Prefabricated post and core in addition to crown | 90% | 90% |

BJS

JAK

cba4/00840/8
c
10/12/15

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| D2955 | Post removal (not in conjunction with endodontic therapy | 90% | 100% |
| D2960 | Labial Veneer (laminate) chairside | 90% | 100% |
| D2961 | Labial Veneer (porcelain laminate) - laboratory | 90% | 100% |
| D2962 | Labial Veneer (resin laminate) - laboratory | 90% | 100% |
| D2970 | Temporary Crown (Fractured tooth) | 90% | 90% |
| D2980 | Crown repair, by report | 90% | 100% |
| D2999 | Unspecified restorative procedure, by report | 90% | 90% |
| | | | |
| | D3000-D3999 IV. Endodontics | | |
| | | | |
| | Pulp capping | | |
| D3110 | Pulp cap-direct (excluding final restoration) | 90% | 100% |
| D3120 | Pulp cap-indirect (excluding final restoration) | 90% | 100% |
| | | | |
| | Pulpotomy | | |
| D3220 | Therapeutic pulpotomy (excluding final restoration) | 90% | 100% |
| | | | |
| | Endodontic therapy on primary teeth | | |
| D3230 | Pulpal therapy (resorbable filling)- anterior, primary tooth (excluding final restoration) | 90% | 100% |
| D3240 | Pulpal therapy (resorbable filling)- posterior, primary tooth (excluding final restoration) | 90% | 100% |
| | | | |
| | Endodontic therapy (including treatment plan, clinical procedures and follow-up care) | | |
| D3310 | Anterior (excluding final restoration) | 90% | 100% |
| D3320 | Bicuspid (excluding final restoration) | 90% | 100% |
| D3330 | Molar (excluding final restoration) | 90% | 100% |
| | | | |
| | Endodontic retreatment | | |
| D3346 | Retreatment of previous root canal therapy- anterior | 90% | 100% |
| D3347 | Retreatment of previous root canal | 90% | 100% |

| | | | |
|---|---|---|---|
| | therapy- bicuspid | | |
| D3348 | Retreatment of previous root canal therapy- molar | 90% | 100% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Apexification/recalcification procedures | | |
| D3351 | Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.) | 90% | 100% |
| D3352 | Apexification/recalcification - interim medication replacement (apical closure/calcific repair of perforations, root resorption, etc.) | 90% | 100% |
| D3353 | Apexification/recalcification -final visit (includes completed root canal therapy- apical closure/calcific repair of perforations, root resorption, etc.) | 90% | 100% |
| | | | |
| | Apicoectomy/periradicular services (periapical) | | |
| D3410 | Apicoectomy/periradicular surgery- anterior | 90% | 100% |
| D3421 | Apicoectomy/periradicular surgery- bicuspid (first root) | 90% | 100% |
| D3425 | Apicoectomy/periradicular surgery- molar (first root) | 90% | 100% |
| D3426 | Apicoectomy/periradicular surgery- each additional root | 90% | 100% |
| D3430 | Retrograde filling-per root | 90% | 100% |
| D3450 | Root amputation-per root | 90% | 100% |
| | | | |
| | Other endodontic procedures | | |
| D3920 | Hemisection (including root removal), not including root canal therapy | 90% | 100% |
| D3999 | Unspecified endodontic procedure, by report | 90% | 100% |
| 33990* | Emergency procedure (open and drain), provided by dentist other thanpractitioner completing the root canal | 90% | 100% |

BJB

JAK

cba4/00840/10
c
10/12/15



T.B MP MB RSE SB GC UPB GS BR JW DW. 10/16/15 T.M. DM RT PW BD ADB

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | D4000-D4999 V. Peridontics | | |
| | | | |
| | Surgical services (including usual postoperative services) | | |
| D4210 | Gingivectomy or gingivoplasty-per quadrant | 90% | 100% |
| D4211 | Gingivectomy or gingivoplasty-per tooth | 90% | 100% |
| D4220 | Gingival curettage, surgical, per quadrant, by report | 90% | 100% |
| D4240 | Gingival flap procedure, including root planing-per quadrant | 90% | 100% |
| D4249 | Clinical crown lengthening-hard tissue | 90% | 100% |
| D4250 | Mucogingival surgery-per quadrant | 90% | 100% |
| D4260 | Osseous surgery (including flap entry and closure)-per quadrant | 90% | 100% |
| D4263 | Bone replacement graft-first site in quadrant | 90% | 100% |
| D4264 | Bone replacement graft-each additional site in quadrant | 90% | 100% |
| D4270 | Pedicle soft tissue graft procedure | 90% | 100% |
| D4271 | Free soft tissue graft procedure | 90% | 100% |
| D4273 | Subepithelial connective tissue graft procedure (including donor site surgery) | 90% | 100% |
| D4274 | Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area) | 90% | 100% |
| | | | |
| | Adjunctive periodontal services | | |
| D4341 | Peridontal scaling and root planing-per quadrant | 90% | 100% |
| D4355 | Full mouth debridement | 90% | 100% |
| | | | |
| | Other peridontal services | | |
| D4910 | Periodontal maintenance procedures (following active therapy) | 100% | 100% |
| D4920 | Unscheduled dressing change (by someone other than treating dentist) | 90% | 100% |
| D4999 | Unspecified periodontal procedure, by report | 90% | 100% |
| | | | |
| | D5000-D5899 VI. Prosthodontics, removeable | | |

| | | | |
|---|---|---|---|
| | Complete dentures (including routine post-delivery care) | | |
| D5110 | Complete denture-maxillary | 50% | 70% |
| D5120 | Complete denture-mandibular | 50% | 70% |
| D5130 | Immediate denture-maxillary | 50% | 70% |
| D5140 | Immediate denture-mandibular | 50% | 70% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Partial dentures (including routine post-delivery care) | | |
| D5211 | Maxillary partial denture-resin base (including any conventional clasps, rests and teeth) | 50% | 70% |
| D5212 | Mandibular partial denture-resin base(including any conventional clasps, rests and teeth) | 50% | 70% |
| D5213 | Maxillary partial denture-cast metal framework with resin | 50% | 70% |
| D5214 | Mandibular partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) | 50% | 70% |
| D5281 | Removable unilateral partial denture-one piece cast metal (including clasps and teeth) | 50% | 70% |
| | | | |
| | Adjustments to dentures (removable prostheses) | | |
| D5410 | Adjust complete denture-maxillary | 90% | 100% |
| D5411 | Adjust complete denture-mandibular | 90% | 100% |
| D5421 | Adjust partial denture-maxillary | 90% | 100% |
| D5422 | Adjust partial denture-mandibular | 90% | 100% |
| | | | |
| | Repairs to complete dentures | | |
| D5510 | Repair broken complete denture base | 90% | 100% |
| D5520 | Replace missing or broken teeth - complete denture (each tooth) | 90% | 100% |
| | | | |
| | Repairs to partial dentures | | |
| D5610 | Repair resin denture base | 90% | 100% |
| D5620 | Repair cast framework | 90% | 100% |
| D5630 | Repair or replace broken clasp | 90% | 100% |
| D5640 | Replace broken teeth-per tooth | 90% | 100% |
| D5650 | Add tooth to existing partial denture | 50% | 70% |

| | | | |
|---|---|---|---|
| D5660 | Add clasp to existing partial denture | 50% | 70% |
| | | | |
| | Denture rebase procedures | | |
| D5710 | Rebase complete maxillary denture | 90% | 100% |
| D5711 | Rebase complete mandibular denture | 90% | 100% |
| D5720 | Rebase maxillary partial denture | 90% | 100% |
| D5721 | Rebase mandibular partial denture | 90% | 100% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Denture reline procedures | | |
| D5730 | Reline complete maxillary denture (chairside) | 90% | 100% |
| D5731 | Reline complete mandibular denture (chairside) | 90% | 100% |
| D5740 | Reline maxillary partial denture (chairside) | 90% | 100% |
| D5741 | Reline mandibular partial denture (chairside) | 90% | 100% |
| D5750 | Reline complete maxillary denture (laboratory) | 90% | 100% |
| D5751 | Reline complete mandibular denture (laboratory) | 90% | 100% |
| D5760 | Reline maxillary partial denture (laboratory) | 90% | 100% |
| D5761 | Reline mandibular partial denture (laboratory) | 90% | 100% |
| | Other removable prosthetic services | | |
| D5820 | Interim partial denture (maxillary) | 50% | 70% |
| D5821 | Interim partial denture (mandibular) | 50% | 70% |
| D5850 | Tissue conditioning, maxillary | 90% | 100% |
| D5851 | Tissue conditioning, mandibular | 90% | 100% |
| D5986 | Fluoride trays used in the delivery of topical fluoride for enrollees undergoing radiation therapy of the head and neck due to cancer, payable once with the initial cancer diagnosis and thereafter once with each subsequent recurrence of cancer, as medically necessary | 100% | 100% |
| | | | |
| | D6200-D6999 IX. Prosthodontics, fixed | | |
| | Implant services | | |
| D6010 | Implant, includes second stage surgery and placement of healing cap | 50% | 70% |

| | | | |
|---|---|---|---|
| D6056 | Implant - prefabricated abutment | 50% | 70% |
| D6057 | Implant - custom abutment | 50% | 70% |
| D6058 | Implant - abutment supported porcelain/ceramic crown | 50% | 70% |
| D6059 | Implant - abutment supported porcelain fused to metal crown (high noble metal) | 50% | 70% |
| D6060 | Implant - abutment supported porcelain fused to metal (predominately base metal) | 50% | 70% |
| D6061 | Implant - abutment supported porcelain fused to metal crown (noble metal) | 50% | 70% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| D6062 | Implant - Abutment supported cast metal crown (high noble metal) | 50% | 70% |
| D6063 | Abutment supported cast metal crown (predominantly base metal) | 50% | 70% |
| D6064 | Abutment supported cast metal crown (noble metal) | 50% | 70% |
| D6065 | Implant - Implant supported porcelain/ceramic crown | 50% | 70% |
| D6066 | Implant - Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal) | 50% | 70% |
| D6067 | Implant supported metal crown (titanium, titanium alloy, high noble metal) | 50% | 70% |
| D6068 | Implant - Abutment supported retainer for porcelain/ceramic fpd | 50% | 70% |
| D6069 | Implant - Abutment supported retainer for porcelain fused to metal fpd (high noble metal) | 50% | 70% |
| D6070 | Implant - Abutment supported retainer for porcelain fused to metal fpd (predominantly base metal) | 50% | 70% |
| D6071 | Implant - Abutment supported retainer for porcelain fused to metal fpd (noble metal) | 50% | 70% |
| D6075 | Implant supported retainer for ceramic fpd | 50% | 70% |
| D6076 | Implant supported retainer for porcelain fused to metal fpd (titanium, titanium alloy, or high noble metal) | 50% | 70% |

| | | | |
|---|---|---|---|
| D6094 | Implant - Abutment, supported crown-titanium, single restoration on an implant. | 50% | 70% |
| | | | |
| | Fixed partial denture pontics | | |
| D6205 | Pontic-indirect resin based composite not to be used as a temporary or provisional prosthesis | 50% | 70% |
| | | | |
| D6210 | Pontic-cast high noble metal | 50% | 70% |
| D6211 | Pontic-cast predominantly base metal | 50% | 70% |
| D6212 | Pontic-cast noble metal | 50% | 70% |
| D6240 | Pontic-porcelain fused to high noble metal | 50% | 70% |
| D6241 | Pontic-porcelain fused to predominantly base metal | 50% | 70% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| D6242 | Pontic-porcelain fused to noble metal | 50% | 70% |
| D6245 | Pontic - porcelain/ceramic. | 50% | 70% |
| D6250 | Pontic-resin with high noble metal | 50% | 70% |
| D6251 | Pontic-resin with predominantly base metal | 50% | 70% |
| D6252 | Pontic-resin with noble metal | 50% | 70% |
| | Fixed partial denture retainers-inlays/onlays | | |
| D6520 | Inlay-metallic-two surfaces | 50% | 70% |
| D6530 | Inlay-metallic-three or more surfaces | 50% | 70% |
| D6543 | Onlay-metallic-three surfaces | 50% | 70% |
| D6544 | Onlay-metallic-four or more surfaces | 50% | 70% |
| D6545 | Retainer-cast metal for resin bonded fixed prosthesis | 50% | 70% |
| D6600 | Inlay - porcelain/ceramic, two surfaces | 50% | 70% |
| D6601 | Inlay - porcelain/ceramic, three or more surfaces | 50% | 70% |
| D6608 | Onlay - porcelain/ceramic, two surfaces | 50% | 70% |
| D6609 | Onlay - porcelain/ceramic, three or more surfaces | 50% | 70% |
| | Fixed partial denture retainers-crowns | 50% | 70% |
| D6710 | Crown-indirect resin based composite not to be used as a temporary or | 50% | 70% |

| | | | |
|---|---|---|---|
| | provisional prosthesis | | |
| | Fixed partial denture retainers-crowns | | |
| D6720 | Crown-resin with high noble metal | 50% | 70% |
| D6721 | Crown-resin with predominantly base metal | 50% | 70% |
| D6722 | Crown-resin with noble metal | 50% | 70% |
| D6740 | Crown - porcelain/ceramic | 50% | 70% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| D6750 | Crown-porcelain fused to high noble metal | 50% | 70% |
| D6751 | Crown-porcelain fused to predominantly base metal | 50% | 70% |
| D6752 | Crown-porcelain fused to noble metal | 50% | 70% |
| D6780 | Crown-3/4 cast high noble metal | 50% | 70% |
| D6783 | Crown - 3/4 porcelain/ceramic | 50% | 70% |
| D6790 | Crown-full cast high noble metal | 50% | 70% |
| D6791 | Crown-full cast predominantly base metal | 50% | 70% |
| D6792 | Crown-full cast noble metal | 50% | 70% |
| | | | |
| | Other fixed partial denture services | | |
| D6930 | Recement fixed partial denture | 90% | 100% |
| D6970 | Cast post and core in addition to fixed partial denture retainer | 50% | 70% |
| D6971 | Cast post as part of fixed partial denture retainer | 50% | 70% |
| D6972 | Prefabricated post and core in addition to fixed partial denture retainer | 50% | 70% |
| D6973 | Core build up for retainer, including any pins | 50% | 70% |
| D6980 | Fixed partial denture repair, by report | 90% | 100% |
| D6999 | Unspecified fixed prosthodontic procedure, by report | 50% | 70% |
| | | | |
| | D7000-D7999 X. Oral and maxillofacial surgery | | |
| | | | |
| | Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care) | | |
| D7110 | Single tooth | 90% | 100% |
| D7120 | Each additional tooth | 90% | 100% |

| | | | |
|---|---|---|---|
| D7130 | Root removal-exposed roots | 90% | 100% |
| | Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care) | | |
| D7210 | Surgical removal of erupted tooth, requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth | 90% | 100% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care) | | |
| D7210 | Surgical removal of erupted tooth, requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth | 90% | 100% |
| D7220 | Removal of impacted tooth-soft tissue | 90% | 100% |
| D7230 | Removal of impacted tooth-partially bony | 90% | 100% |
| D7240 | Removal of impacted tooth-completely bony | 90% | 100% |
| D7241 | Removal of impacted tooth-completely bony with unusual surgical complications | 90% | 100% |
| D7250 | Surgical removal of residual tooth roots (cutting procedure) | 90% | 100% |
| | | | |
| | Other surgical procedures | | |
| D7270 | Tooth reimplantation and/or stabilization or accidentally evulsed or displaced tooth and/or alveolus | 90% | 90% |
| D7280 | Surgical exposure of impacted or unerupted tooth for orthodontic reasons (including orthodontic attachments) | 90% | 90% |
| D7281 | Surgical exposure of impacted or unerupted tooth to aid eruption | 90% | 90% |
| D7285 | Biopsy of oral tissue-hard First biopsy covered at 100% - subsequent (2nd/3rd) covered at 90% | 100% | 100% |
| D7286 | Biopsy of oral tissue-soft First biopsy covered at 100% - subsequent (2nd/3rd) covered at 90% | 100% | 100% |
| D7288 | Brush Biopsy | 100% | 100% |

| | | | |
|---|---|---|---|
| | First biopsy covered at 100% - subsequent (2nd/3rd) covered at 90% | | |
| D7291 | Transeptal Fiberotomy | 90% | 90% |
| | | | |
| | Alveoloplasty-surgical preparation of ridge for dentures | | |
| D7310 | Alveoloplasty in conjunction with extractions- per quadrant | 90% | 90% |
| D7320 | Alveoloplasty not in conjunction with extractions-per quadrant | 90% | 90% |
| | Excision of bone tissue | | |
| D7470 | Removal of exostosis-maxilla or mandible | 90% | 90% |
| | Surgical incision | | |
| D7510 | Incision and drainage of abscess-intraoral soft tissue | 90% | 90% |

ENHANCED TRADITIONAL DENTAL PROCEDURE CODE CHART

| Procedure code | Nomenclature | Trad | In network |
|---|---|---|---|
| | Other repair procedures | | |
| D7960 | Frenulectomy (frenectomy or frenotomy)- separate procedure | 90% | 90% |
| D7970 | Excision of hyperplastic tissue-per arch | 90% | 90% |
| D7971 | Excision of pericoronal gingival | 90% | 90% |
| D7999 | Unspecified oral surgery procedure, by report | 90% | 90% |
| | | | |
| | D8000-D8999 XI. Orthodontics | 50% | 60% |
| | | | |
| | D9000-D9999 XII. Adjunctive general services | | |
| | | | |
| | Unclassified treatment | | |
| D9110 | Palliative (emergency) treatment of dental pain-minor procedure | 100% | 100% |
| | | | |
| | Anesthesia | | |
| D9220 | General anesthesia-first 30 minutes | 90% | 90% |
| D9221 | General anesthesia-each additional 15 minutes | 90% | 90% |
| D9240 | Intravenous sedation | 90% | 90% |
| | | | |
| | Professional consultation | | |
| D9310 | Consultation (diagnostic service provided by dentist or physician other than practitioner providing | 90% | 90% |

| | | | |
|---|---|---|---|
| | ~~treatment)~~ | | |
| ~~D9930~~ | ~~Treatment of Complications unusual circumstances, by report~~ | ~~90%~~ | ~~100%~~ |
| ~~D9410~~ | ~~House call, by report~~ | ~~90%~~ | ~~100%~~ |
| ~~D9420~~ | ~~Hospital call, by report~~ | ~~90%~~ | ~~100%~~ |
| ~~D9430~~ | ~~Office visit for observation-no other service performed~~ | ~~90%~~ | ~~100%~~ |
| ~~D9610~~ | ~~Therapeutic drug injection, by report~~ | ~~90%~~ | ~~100%~~ |
| ~~D9920~~ | ~~Behavior management, by report~~ | ~~90%~~ | ~~100%~~ |
| ~~D9940~~ | ~~Occlusal guard, by report~~ | ~~90%~~ | ~~90%~~ |
| ~~D9951~~ | ~~Occlusal adjustment-limited~~ | ~~90%~~ | ~~90%~~ |

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Dependent Group Life Insurance - Contribution Structure

During these negotiations, the Union and Company discussed the importance of optimizing the employee-paid optional life insurance programs. The parties discussed the desire to study employee contributions described in Exhibit I, Dependent Group Life Insurance, based on a newly defined family structure (i.e., Spouse coverage only, Child coverage only, or Spouse with Child coverage).

The parties agree to work with the Insurer to determine the effect of such approach on employee and retiree contributions, as well as the effect on existing administrative processes by first quarter 2016. If the parties agree to such change, the Company and Union will work with the Insurer to implement the change effective for the 2017 open enrollment period.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01484
c
11/02/15

D.w. 11/3/15
TV

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Deployment of Safety Technologies

During the course of the 2015 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, 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

9/10
MJ
RB

JW
9-10-15
RM

cba4/01465
a
09/08/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Direct Deposit of Hourly Employees' Net Paychecks

Unless otherwise restricted by applicable state regulations, all payments to employees will be direct deposited to the bank or financial institution the employee designates. Employees not electing direct deposit will receive ~~have~~ their pay~~check~~ through an electronic payroll service. ~~mailed to their address of record.~~

Electronic payroll system is an alternate method of delivery of employees' net pay. With electronic payroll service, employees not enrolled in direct deposit have their net pay loaded on to a money network card. Employees will have access to their funds through fee-free checking and cash withdrawal at designated locations nationwide and through direct consumer-to-merchant purchases with the money network card.

The transition from mailing paychecks to the employees' address of record, to the initiation of the electronic payroll service is planned to occur during 2016. The union will be promptly advised if the transition plans require revision.

Paystubs will be available for employees to view and/or print via the internet and computers or kiosks will be available locally for this purpose.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/00018
b
10/30/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Disability Benefit Communications and Coordination

During these negotiations, the Company and the Union discussed the effect of Social Security disability benefits awarded to participants in the Ford-UAW Retirement Plan ("Plan") while collecting disability retirement benefits under the Plan. The parties agree to review jointly the coordination of temporary benefits provided under the Plan with Social Security disability benefits, including, but not limited to, Social Security disability benefits provided pursuant to the Benefit Offset National Demonstration ("BOND") program. If the parties mutually agree on a recommendation for coordinating such benefits, the Company's Group Vice President and General Counsel, Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties' recommendation.

During these negotiations, the parties also discussed the effect of income earned from other sources by Plan participants while collecting disability benefits under the Plan. The parties agree to consider types of income that may be earned by Plan participants receiving disability retirement benefits under the Plan without resulting in a decrease in such benefits. If the parties mutually agree on types of income that may be earned without resulting in a reduction of disability retirement benefits under the Plan, the Company's Group Vice President and General Counsel, Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties' recommendation.

The parties also expressed an interest in providing information to Plan participants annually regarding the effect of Social Security disability awards on Plan benefits. The parties agree to prepare jointly a communication to provide such information, including, but not limited to, information regarding applicable Plan provisions, deadlines, and other requirements related to Plan benefits. It is anticipated that this information would be

mailed to Plan participants and it will be discussed by both parties prior to mailing to confirm that mailing is still the preferred approach. The parties will discuss what other mediums could be used to supplement this mailing.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/001463/2
b
09/16/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Disciplinary Time Off - Pre-Scheduled and Accepted Overtime

During these negotiations, the parties discussed instances where a disciplinary layoff issued to an employee may result in an employee not being allowed to work pre-scheduled and accepted full shift overtime, and holiday assignments falling within the period of the disciplinary layoff.

It is agreed full shift overtime and holiday work assignments will be considered to establish the return to work date from a disciplinary layoff only if all of the following circumstances are met:

- The employee is mandatorily scheduled or voluntarily accepts a full shift overtime assignment, or full shift holiday work opportunity prior to the issuance of the disciplinary layoff.

- The employee or Union Representative informs the Company the employee has been mandatorily scheduled or voluntarily accepted a full shift overtime assignment, or full shift holiday work opportunity prior to the conclusion of the disciplinary hearing.

In the event all of the above circumstances are met, the return to work date from the disciplinary layoff will be established giving consideration to the missed overtime and holiday assignment, by returning the employee to work a day earlier from the normal disciplinary layoff end date for each qualifying full shift of missed overtime and holiday work assignment.

Mandatory full shift overtime assignments and full shift holiday work opportunities scheduled subsequent to the issuance of a disciplinary layoff are excluded from consideration under this letter.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01461/1
b
09/09/15

Concur:

Jimmy Settles

9/11/15

CR

cba4/01461/2
b
09/09/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Discount Programs Communication

During the course of negotiations the parties discussed the availability of discount programs for hourly employees. The parties further discussed the need for an improved communications strategy to be developed.

Within 90 days of ratification of the 2015 Agreement, the parties will develop an efficient strategy to communicate information regarding all discount programs available to the hourly workforce.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01500
c
09/12/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Educational Enrichment Courses

During the 2015 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 $500 of the $2,700.00 Personal Development Assistance may be used for Educational Enrichment Courses.

Upon conclusion of negotiations and prior to launch of this initiative, the UAW and Company representatives at the National Programs Center 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.

Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur:
Jimmy Settles

cba4/01456
d
10/19/15

10-19-15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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, 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

Concur:
Jimmy Settles

cba4/01483
a
11/01/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Employee Information

The Company shall furnish to the National Ford Department each 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:

Social Security Number

Name

Address

Accounting Location Code

Department Number

Skilled Code

Birth Date

Ford Service Date

Plant Seniority Date

Incentive Status

The following data will be furnished in a like manner on all retirees under the Ford-UAW Retirement Plan:

Social Security Number

Name

Address

Accounting Location Code

Birth Date

cba4/00215/1
c
09/11/15

9/11/15
CR

The Union will take adequate measures to insure 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 ~~on diskette or magnetic tape (until all Local Unions convert to diskette)~~ 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.~~1~~

Additionally, this also confirms our understanding about the Company providing the local Union the birth date of employees on the record of dues deduction.

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.~~2~~

Representatives of Labor Affairs will work with representatives from the National Ford Department to mutually agree and jointly identify ~~alternative means~~ a secure manner for transmitting, in accordance with legal requirements and limitations, the information in a ~~more usable~~ 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.~~3~~

~~Very truly yours,~~

~~BILL DIRKSEN~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

---

~~Note: This letter replaces the following letters:~~
~~Employee Mailing Lists, October 4, 1979~~
~~Updates of Personal Data, September 16, 1996~~
~~Birth Dates of Employees, September 16, 1996~~
~~Information to the Local Unions, September 16, 1996~~

---

~~1 Information to the Local Unions, September 16, 1996~~
~~2 Birth Dates of Employees, September 16, 1996~~
~~3 Updates of Personal Data, September 16, 1996~~

9/11/15 CR

cba4/00215/3
c
09/11/15

RSE T:3 TD BR NM MP MB 2E AMOR 9-11-15 T.R. 9-11-15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Employee Resource Coordinator

The role of the Employee Resource Coordinator (ERC) is to support continuous improvement processes by serving as a resource person to work groups and various other local joint efforts.

Employee Resources Coordinator: Position Characteristics

- Hourly ERC positions are not part of the negotiated representation structure.
- ERC positions are jointly authorized by the Local Continuous Improvement Forum (LCIF) as identified in Appendix J. The LCIF will identify specific performance expectations. The ERC is appointed or removed by the Vice President and Director of the UAW Ford Department. No ERC shall function as such until the Company has been advised of such appointment.
- The person appointed to the position must have a strong belief in and commitment to continuous improvement. They must:
  - Relate effectively with Union and Management representatives at all levels;
  - Possess knowledge of facility operations and personnel resources;
  - Demonstrate effective communication skills; and
  - Readily acquire appropriate organizational, interpersonal, presentation, and problem-solving skills/techniques.
- The ERC may be required to adjust their work schedule to accomplish the functions of the position.

cba4/01127/1
a
09/13/15

- The professional development of the local ERC will continue and focus on continuous improvement processes and work group/team implementation.

- ERCs will be required to take selected core training courses. Failure to complete such training could result in their removal from the ERC position by the National Ford Department. When all required training is completed, a certificate will be issued by the National Continuous Improvement Forum (NCIF) demonstrating that the ERC is fully qualified.

- Attendance at joint programs conferences for ERCs will require the approval of the LCIF Co-Chairs.

- Employees removed from ERC positions will return in line with their seniority to their classification.

- Overtime for full-time ERCs will be determined in the same manner as for the full-time Health and Safety, Benefits, ESSP Representatives, and Quality Representatives.

- Hourly ERCs shall be entitled to receive consideration for promotional or non-promotional opportunities under the provisions of Article IV, Section 2(a) or (b) of this Agreement, except promotional opportunities to apprenticeable Appendix F classifications. Local arrangements permitting promotions within apprenticeable Appendix F classifications are permitted.

- During periods of temporary layoff as defined by Article VIII, Section 21, Unit ERCs will be considered as unit Committeepersons, and their entitlement to be on Company time will be determined in accordance with the provisions of Article VI, Section 13(d).

- ERCs will remain in their respective Units while on Company time.

Employee Resource Coordinator: Deployment

Each Unit of 600 or more employees may have one full-time ERC who shall be appointed by the Vice President and Director of the UAW Ford Department.

Units with more than one Employee Resource Coordinator will be reduced to one ERC. The reduction of incumbent ERCs at these

Units will be achieved through attrition. It is understood that when an incumbent surplus ERC departs the position from these Units, there will not be a replacement.

Deviations to ERC deployment may be requested by the local parties with supporting rationale such as team and operating complexities (i.e. size, structure, and maturity) to the National Continuous Improvement Forum (NCIF). The NCIF will review and, where appropriate, submit the request to the National Ford Department and Labor Affairs for consideration.

Employee Resource Coordinators: Roles and Responsibilities

When performing position responsibilities, ERCs will work jointly with and receive direction and guidance from the LCIF. Additionally, the LCIF will ensure the key roles and responsibilities are performed as outlined. ERCs may be utilized as a resource for any process or program that fits the needs of that Unit, including work group training, train-the-trainer and various other local joint committees.

The duties of ERCs may be revised, expanded, or contracted as determined by the LCIF. Typical duties will include, but are not limited to:

- Assuring there is good communication about participative processes, decision-making, teamwork, and other joint efforts among Management, Local Union leadership and the workforce.

- Assisting in conducting, administering, and evaluating local training programs focusing on employee participation, the operation of work groups, and other joint continuous improvement efforts.

- Working with work groups/teams to deliver all safety, quality, delivery, cost, people, maintenance and environmental business metrics.

- Facilitating communications among and within work groups and other members of the workforce, assuring work groups/teams have the necessary information to deliver all business metrics.

- Providing necessary coaching and mentoring to employees, work groups/teams, and Union and Management Leadership to create a more participative work culture.

- Fostering "systems thinking" by developing communications networks with Employee Resource Coordinators and others in customer facilities, supplier facilities, and other Company facilities producing similar products.

- Serving as a resource to work groups/teams in the problem resolution process.

- Communicating with the NCIF, LCIF, and the Local Union leadership, about projects and activities, and providing mandatory quarterly status reports on progress, problems encountered, and other relevant matters.

- Administering the Local New Employee Orientation program.

- Facilitate and prepare the agenda for the LCIF and other local joint meetings as requested.

- Training responsibilities as deemed necessary by the Local Continuous Improvement Forum.

The NCIF will investigate best practices with regard to roles and responsibilities for ERCs. These best practices will be incorporated into existing ERC roles and responsibilities and will be cascaded to the Local Continuous Improvement Forum (LCIF) for review and implementation.

~~Very Truly Yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01127/4
a
09/13/15

~~October 9, 1999~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

~~Subject:~~

~~Mr. Ron Gettelfinger~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gettelfinger:~~

Subject: Employee Tuition Plans - Work-Related Death

During these negotiations, the parties discussed that providing tuition assistance (eligible tuition, fees, and books) for education is an important consideration for the surviving spouse and dependent child(ren) of an active employee who dies in a work-related incident. The parties agreed to extend additional educational assistance to these family members.

The spouse or dependent child(ren) of an employee who dies while on the active rolls, in a work-related incident, or inactive rolls resulting from a work related incident, will be entitled to utilize the remaining balance of the employee's tuition assistance eligibility, plus ~~three~~ four additional years tuition assistance eligibility, for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

~~Very truly yours,~~

~~JAMES TUCKER, JR., Director~~
~~Joint Programs~~
~~Labor Affairs~~
Very truly yours,

Jack Halverson,

cba4/00872/1
a
09/04/15

Manager
Union Relations

~~Concur: Ron Gettelfinger~~

Concur: _____
Jimmy Settles

cba4/00872/2
a
09/04/15

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: Employment Consideration - Former Temporary Part- Time Employees and Temporary Full-Time Employees

During these negotiations, the Company informed the Union that it has been the Company's practice when hiring at a plant to give consideration to the employment applications of former temporary full-time employees and temporary part-time employees of the plant who make application for permanent full-time employment. The Company also advised the Union of its intent to continue this practice.

Very truly yours,

W. J. FISH, Director
Forward Plans and Employment
Programs Office
Employee Relations Staff

Concur: Ernest Lofton

cba4/00533
a
10/31/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Enhanced Roles and Responsibilities for Existing FPS Coordinators

During the 2015 negotiations, the parties discussed the role of existing locally appointed FPS Coordinators 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(s) as appropriate.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/1485
c
09/24/15

10/13/15



10.15

~~October 9, 1999~~

XX/XX/XXXX

~~Mr. Ron Gettelfinger~~
Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gettelfinger~~ Settles:

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 ~~journeymen/women~~ journeypersons throughout the Company. ~~through multi-media or other appropriate delivery systems~~. It also was mutually recognized that ~~journeymen/women's~~ Journeypersons active participation in such training would maintain, increase, and broaden their technical skills to enable improvements in Safety, Quality and Throughput, ~~while enhancing product quality and plant operational effectiveness~~, 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 the identification, development and implementation of ongoing skilled trades training. ~~form a joint task force at a national level to develop recommendations for development and implementation of a skilled trades training program. Although the focus of the program would be on specific technical skills, subject matter could include other topics (e.g., team problem solving, best practices skill set study) as appropriate~~. 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 ~~It is envisioned that~~ a dedicated central facility would be the optimal setting for certain training delivery. The UAW-Ford ~~Huron~~ Technical Training Center is one site that would be considered for this purpose~~,~~. ~~o~~Other training venues ~~could include~~ such as local community colleges or ~~another~~ other mutually agreed upon ~~Company facility~~ facilities should be considered. While Company funds ~~would~~ will continue to be

committed to support the ~~program~~ training, it may be appropriate, in some instances, to seek funds available through ~~the~~ UAW-Ford Joint Programs ~~Technical Skills Program~~. Additionally, the parties may seek to utilize the resources established for apprentice training and development (i.e., course materials, course 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 Local Training 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.

~~The joint task force will review its recommendations for developing and implementing a skilled trades training program with the UAW National Ford Department and the Company's Labor Affairs Office no later than six months following ratification of a new Collective Bargaining Agreement. Upon approval of a basic skilled trades training plan, the joint task force or, by mutual agreement, a successor task force will assume responsibility for the actual development, implementation, and ongoing administration of the program.~~

~~Very truly yours,~~

~~DENNIS J. CIRBES,~~
~~Director~~
~~U. S. Union Affairs Office~~
~~Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Ron Gettelfinger~~

Concur: _____
Jimmy Settles

cba4/00449/2
b
09/09/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 Special Retirement and Separation Programs for eligible and interested Ford UAW-represented hourly employees subsequent to the implementation of the ~~2011~~ 2015 Collective Bargaining Agreement. This offering will consist of the Special Retirement Incentive (SRI) and the Special Termination of Employment Program (STEP); both programs will provide gross (pre-tax) lump-sum incentive payments of ~~$50,000~~ $70,000 for eligible non-skilled ~~employees~~ and ~~$100,000 for~~ select eligible skilled trade employees. By mutual agreement, the parties will determine the timing of these offerings.

~~Very truly yours,~~

~~BILL DIRKSEN~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01293
a
11/04/15

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: Equipment Training Specifications

During these negotiations, the parties discussed the need for specialized training of skilled trades employees and making available supporting documentation and materials such as instruction manuals and software relevant to new machinery and equipment.

The Company recognizes that equipment downtime will be minimized and quality and performance improved if training and supporting documentation relevant to the servicing of new equipment is provided to its skilled trades workforce. Toward that end, the Company will monitor new equipment purchases to ensure training and supporting documentation are, when not considered proprietary in nature, made part of the purchase specifications. Members of the Local Technical Training Committee should be kept informed by plant management of acquisitions of new equipment for the plant.

Very truly yours,

DENNIS J. CIRBES, Director
U.S. Union Affairs Office
Labor Affairs

Concur: Ron Gettelfinger

cba4/00757
a
8/24/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Evaluation of Clinics

During the course of these negotiations, the parties have discussed our mutual interest and desire to improve access to care, while also maintaining quality of care and controlling costs. Early market indications are that near site clinics may offer convenient, easy access to affordable, high-quality medical care for adults and children experiencing non-emergency medical issues.

The parties agree to study clinics and determine if there are regional opportunities for clinics to improve access to quality care and control cost. If mutually agreed upon clinic opportunities are identified, and a 3rd party is required, the Company's standard vendor selection process will be utilized. If implemented, the member's cost share for these clinic visits will be no less than the applicable cost share within the member's medical plan, unless mutually agreed to by the parties.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01485
b
10/20/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Excise Tax on High Cost Employer-Sponsored Health Coverage

During these negotiations, the parties discussed the application of the Excise Tax on high cost employer-sponsored health coverage imposed under the Patient Protection and Affordable Care Act (PPACA) on any health plans an employer offers, currently scheduled to go into effect for the plan year beginning January 1, 2018.

Further, the Company will consult with the UAW National Ford Department to ensure the Excise Tax calculation is conducted in a manner that results in the lowest tax allowable under the law. If a member voluntarily remains in a plan that is expected to be subject to the Excise Tax, the parties agree that such member will be subject to a maximum annual deductible of $400 for single coverage and $800 for family.

An Excise Tax assessment will be performed annually by a third party actuary in advance of the start of each plan year and the report will be made available to the UAW-Ford Department.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01476
e
11/03/15

October 4, 2015

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Exhaustion of SUB Cap

This will confirm an understanding between the Company and the Union with respect to the 20115 SUB Plan.

In the event the SUB Maximum Financial Liability Cap, as adjusted by any amount shifted between the JSP and SUB accounts, and including any additional amount generated by the formula (which cannot exceed $200 million) under Section 3(d) of Article VII, becomes exhausted with respect to the 20115 SUB Plan at any time during the period covered by such Plan, the applicable provisions of the 1987 SUB Plan (including benefit eligibility, calculation, duration and funding) shall be reinstated to provide thereunder SUB benefits for subsequent Weeks of layoff to otherwise eligible Employees. It is further understood that should the 1987 SUB Plan be reinstated, it will include (i) a book account balance of $180,247,354, to be used for the payment of SUB benefits thereafter under the 1987 Plan provisions, and including usage, under the 1987 SUB Plan provisions, of the ACA and GBA contingency account balances as of October 29, 1990, (ii) contributions based on hours compensated will be based on Article VII, Section 5 of the 1987 Plan, as modified by this letter, with the percentage relationship of the value of the assets of the Fund to the maximum funding of the Fund determined including the balance in the book account in determining the asset value, (iii) any balance in the book account will be treated as assets in the Fund for determining the CUCB for credit Unit exchange purposes and all other provisions in which the assets affect benefits or financing, and (iv) additional contributions will be made to the Fund equal to interest on an amount equal to the balance in the book account on the same basis as if that amount were in the Fund.

As of such 1987 Plan reinstatement date, an Employee's Credit Unit balance, if any, shall be the unused balance of Credit Units (i) to the employee's credit on October 29, 1990, if on the

[illegible] employment rolls on such date, or (ii) remaining to the employee's credit as of the employee's return to work date subsequent to October 29, 1990, if on layoff on October 29, 1990, or (iii) remaining to the employee's credit as of the 1987 Plan reinstatement date, if the employee is on layoff as of October 29, 1990 and does not return to work prior to such Plan reinstatement date, or (iv) suspended under the provisions of Item #2 of the "Level of Benefit Entitlement for Laid-Off Employees" Letter of Understanding attached to the 1990 SUB Plan, dated October 7, 1990.

In addition, should the 1987 SUB Plan be reinstated by the Company during the period covered by the 2011~~5~~ SUB Plan, the Company contribution schedule set forth in Table D of the 1987 Plan shall be increased across the board by 4 cents.

Very truly yours,

~~RICK POPP, Director~~
~~Human Resources~~
~~Employee Benefits~~
Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

cba4/00120/2
a
11/02/2015

January 6, 1997

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48124

Dear Mr. Lofton:

Subject: Extension of B-Plan Eligibility To Hourly Employees and Retirees in Southeastern Michigan

This is to inform you of the Company's intent to extent B-Plan to hourly employees and retirees in Southeastern Michigan. It is anticipated that this program will be made available during the calendar year 1997. Hourly employees and retirees may purchase up to two (2) used vehicles per calendar year from the Employee Resale Lot. Eligibility is limited to the employee or retiree. Specific details regarding program implementation and guidelines will be communicated prior to its implementation. We believe that in extending B-Plan privileges to hourly employees and retirees a longstanding employee desire for access to Company used vehicles has been addressed.

It is understood and agreed the Company may at any time unilaterally modify, change, or withdraw such plan and it shall have no obligation to bargain with the Union concerning its intention to do so.

Very truly yours,

ROBERT O. KRAMER
Vice President
Human Resources

cba4/00933
a
09/13/15

9-14-15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Family Days

During these negotiations, the parties recognized those unique needs that may arise within an employee's family. It was agreed that eligible employees shall receive up to two Family Days during the term of this agreement as follows:

- Employees with seniority or who attain seniority on or before December 31, 201~~1~~5 shall receive two (2) Family Days on January 1, 201~~2~~6.

- Employees who attain seniority on or after January 1, 201~~2~~6 through December 31, 201~~3~~7 shall receive two (2) Family Days on the first day of the month following the date they attain seniority.

- Employees who attain seniority on or after January 1, 2014~~8~~ through the expiration date of the agreement shall receive one (1) Family Day on the first day of the month following the date they attain seniority.

Employees returning to the hourly rolls, will be entitled to Family Days as outlined above.

Eligible employees will request 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 ~~pay~~ 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,~~

~~BILL DIRKSEN,~~

cba4/00857/1
a
11/03/15



11/5/15

~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/00857/2
a
11/03/15

~~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. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Ford Extended Service Plans

This letter will confirm the Company's decision to continue an employee/retiree discount on Ford Extended Service Plans purchased for personal vehicles at Ford or Lincoln~~-Mercury~~ dealerships.

In extending this program, it is understood and agreed that the Company may at any time, unilaterally, modify, change or withdraw such plan and that it has no obligation to bargain with the Union concerning its intention to do so.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: _____
Jimmy Settles

cba4/00837
a
09/12/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Funding for Skilled Trades Training

During these negotiations the parties discussed several sources of ongoing and potential future training requirements for the skilled trade workforce. The parties recognized that while a number of locations have made significant progress, some locations may not have the appropriate training plans in place to achieve the desired level of success.

To support this need, the Company agrees to include training funds in the Manufacturing budget. These training funds will be used for reskilling skilled trades, launching mechanical teams, manufacturing work groups, training of apprentices, and other initiatives endorsed by the National Joint Skilled Trades Governance Team. While it is understood that the majority of training will occur "on-the-job", the parties also recognize that some classroom training will be required to ensure a successful outcome. Consistent with the November 3, 2007 Letter of Understanding entitled Skilled Trades Versatility and Training, the parties reaffirmed that training will be based on individual need and that a 'one size fits all' approach is neither effective nor acceptable.

Using these guiding principles, each location will jointly develop a comprehensive training plan for the skilled trades training referenced above. This plan will include the type of training, number of employees impacted, as well as the projected costs. It is the intent of the parties to minimize training costs and conduct all training as cost efficiently as possible.

The Local Joint Skilled Trades Governance Team in collaboration with the location's Controller will review the training plan for approval. Once approved locally, the plan will be submitted to the National Joint Skilled Trades Governance Team for review and final approval of the Manufacturing Controller and Vice President of Manufacturing. Upon final approval, the Plant Controller and Human Resources Manager will work with the Division Controller to administer the funds.

cba4/01372/1
a
09/04/15

~~Both the Company and the Union will facilitate the development of our skilled trades workforce and will commit fully to supporting the required actions identified by each location.~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

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: GIS - Health Care Coverage

The purpose of this letter is to confirm the discussions between the parties during these negotiations as to the supplementary nature of the hospital-surgical-medical coverage (HSM Coverage) or hospital- surgical-medical-prescription drug-vision-hearing aid coverage (HSMDVH Coverage) under Section 4B of the Guaranteed Income Stream Benefit Program (the GIS Program). The Company will provide HSM Coverage or HSMDVH Coverage in accordance with the applicable provisions of Section 1 of the H-S-M-D-D-V Program through Blue Cross and Blue Shield of Michigan utilizing an Administrative Services Only arrangement. If any insurer or self-insurer whose hospital-surgical-medical coverage or hospital-surgical-medical-prescription drug-vision-hearing aid coverage is intended to be supplemented denies benefits to an Employee because of the coverage available under the GIS Program, the Company will take such steps as it deems appropriate to compel the insurer or self- insurer to provide such coverage. Further, as stated in Section 5D of the Agreement concerning the GIS Program, the Program may be modified by the Company, with respect to eligible Employees in a state where other such coverage is being denied, in order to meet the intent of the parties to provide HSM or HSMDVH Coverage on a supplementary basis.

In the interim, however, Blue Cross and Blue Shield of Michigan will reimburse the eligible Employee or the provider for payments otherwise covered by the HSM or HSMDVH Coverage as if there were no other such coverage available to the Employee.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

cba4/00333
a
09/13/2015

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Health Alliance Plan Study

During these negotiations, the Company and Union have discussed health care benefit offerings for Entry Level employees during the term of the 2011 Ford-UAW Collective Bargaining Agreement. At this time, Entry Level employees have the National PPO, with the modifications listed on Appendix V, Attachment A, and no alternative plan.

The Company and Union have agreed to promptly study whether a Health Alliance Plan (HAP) alternative could be offered to those Entry Level employees in the HAP service area, without additional cost or risk to the Company (compared to the modified NPPO plan now available). Assuming such a plan is made available by HAP, it will be implemented during the term of the Agreement.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

BD

cba4/01428
a
11/03/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 explore processes, systems, and technologies to enhance the safety issue escalation process and tracking system (such as GPA).

- PS&L will explore the feasibility of piloting and implementing material handling equipment to improve ergonomics.

- 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 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 pilot a safety leadership summit for senior plant leadership. Future leadership summits will be based on NJCHS review and assessments of the results of the pilot.

- 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.

9/12/15
RBB
MS
OH
P

cba4/01352/1
e
09/12/15

JW PLM
9-12-15
le

- 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~~,~~.

- ~~Developing a standardized near miss reporting process that encourages reporting;~~

- Conducting periodic reviews of projects relating to parking lots, roofs and building janitorial services; 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.

- ~~Maintaining effective operation of facility HVAC systems and relevant ventilation systems during the winter months, with a focus on the identification of opportunities for improvement;~~

- Continue p~~P~~iloting powered material handling vehicle (PMHV) ergonomic improvements~~,~~.

- ~~Continuing efforts toward a standardized tracking system for preventive maintenance and corrective work orders; and~~

- ~~Maintaining and further developing a healthy work environment in manual paint spray booths in assembly paint operations.~~

- The NJCHS will scope and fund a research project relative to the use of ergonomic risk assessment tools, including Ergonomics Surveillance Tool(EST), during various operating patterns.

9/12/15 RB

cba4/01352/2
e
09/12/15

9-12-15

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

9/12/15
RB
(45
draft

cba4/01352/3
e
09/12/15

JW RW
9-12-15
SC

~~October 9, 1999~~ XX/XX/XXXX

~~Mr. Ron Gettelfinger~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Gettelfinger~~ Mr. Settles:

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 Plant Engineering General Conditions (GPE 1000),~~ 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, 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,~~

~~JAMES TUCKER, JR., Director~~
~~Joint Programs~~
~~Labor Affairs~~

Very truly yours,

cba4/00834/1
a
09/02/15

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Ron Gettelfinger~~

Concur: _____
Jimmy Settles

RB

SMW
9-12-15

JW
9-12-15

LC
12M

cba4/00834/2
a
09/02/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Health and Safety Reward and Recognition

During the course of the 2015 negotiations, the parties discussed the importance of positive recognition of achievements in the area of health and safety. The parties agree the establishment of a reward and recognition program supports a culture of Best-in-Class workplace safety.

To recognize accomplishments in workplace safety, a Reward and Recognition program will be established for use throughout the term of the 2015 Collective Bargaining Agreement. Guidelines for administering the program will be developed by the National Joint Committee on Health and Safety and the Manufacturing Safety Office.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

10/19/15

10/19/15

MS

cba4/01489
b
10/19/15

~~October 4, 2011~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Health and Safety Training ~~and Culture~~ 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 parties re-affirm that ~~P~~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 ~~M~~methods to be considered will include, but are not limited to, web-based technology, hands-on and practical exercises. ~~Where appropriate, the NJCHS will work with operations to assist in the development of general content and delivery guidelines.~~ 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 certain safety courses are best delivered in a classroom setting (30 person maximum) using qualified trainers. When a 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, an instructor led classroom course, Elements of Effective Training, will be developed and delivered by the NJCHS to 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.

10/22
MS
SC

cba4/01348/1
c
10/30/15

RW

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.~~, during the term of the Agreement:~~

- Redesign, update and launch the Guidelines, Responsibilities, and Safe Practices (GRASP) training program.

- ~~Redesign, update and l~~Launch the Powered Material Handling Vehicle (PMHV) training program.

- ~~Redesign, update and launch the Pedestrian / Visitor orientation program~~.

- Continue to ~~S~~study and implement the most effective methods to evaluate and maintain employee competency in health and safety.

- ~~Establish internal project management guidelines for vendors and IT for the development of future training programs.~~

- ~~Update the Energy Control and Power Lockout web-based training to include revisions to ECPL placards, Troubleshooting, ECSPMT and Power-on Tasks~~.

- Develop ECPL troubleshooting web-based training module using the same format as the current Authorized person ECPL training.

- 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.

- Establish web-based delivery of training on cross connection control.

- Design and roll-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.
- ~~Training on principles of ventilation to health and safety professionals.~~
- ~~Development and implementation of a pre-job review process for maintenance tasks.~~
- 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 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,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

10/30 MSK

cba4/01348/3
c
10/30/15

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: Health and Safety Training Improvements

During the course of the 2007 negotiations, the parties reaffirmed to further the efforts realized from previously negotiated commitments on health and safety training. It is agreed that cost efficient and effective delivery methods will be utilized to implement NJCHS training through an expansion of web based applications and hands on training that will have a positive impact on the competency of UAW Health and Safety Representatives, Plant Safety Engineers and trainers. Where appropriate, the NJCHS will continue to work with operations to assist in the development of general content and delivery guidelines. Staff program assistance will be utilized to simplify implementation. It is reaffirmed that certain aspects of safety training are best delivered in a classroom setting using qualified instructors.

Consistent with the aforementioned, the following list identifies the key training programs the parties will develop and deliver, as mutually agreed, during the term of the agreement:

- An annual GRASP refresher consisting of a high impact safety message will be incorporated into the post summer stand down commencing in 2008.

- Current safety training videos and printed materials will be reviewed for opportunities to update format (i.e. DVD, CD), including digitizing training materials for web based reference and/or delivery. This format transition will be completed within 24 months of ratification.

- Training programs will be mutually reviewed and streamlined/updated where necessary to increase effectiveness without compromising program integrity.

- An updated Confined Space Entry Program with training for Plant Safety Professionals, Permit Issuers, Safety Trainers, Emergency Response Team, Entrants/Attendants and their Supervisors in 2008.

9/12/15 RB MJ



JW 9-12-15

- ~~Implementation of a web based delivery method for UAW Health and Safety Representatives and Plant Safety Engineers for completion of Core Competency certification testing. Core I, II and III will continue to be proctored, but at the plant level. A secure web based test will be developed to ensure and maintain test integrity. Pertinent study materials will be available for download to the end user. Secure access to the test will be administered through the NJCHS, and immediate test result notification will be made available to both the individual and the NJCHS.~~

- ~~In an effort to increase the competency of Health and Safety trainers, an instructor led classroom "Training Techniques" course will be developed and delivered by the NJCHS to new trainers. Trainers who successfully complete this course will receive additional instructor led web based or satellite "Train the Trainer" programs. 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.~~

- ~~It is recognized that situations may exist in locations where the number of employees or other factors affect the availability of joint trainers for every program. It is agreed that NJCHS programs may be delivered to small class sizes using one hourly trainer with the exception of the Guidelines, Responsibilities and Safe Practices (GRASP) course, which will be conducted with both an hourly and a salaried trainer. Plant leadership will address new Company employees during safety orientation training to emphasize their joint commitment to the health and safety process. To support this process and ensure success, trainers will work with the UAW Health and Safety Representative and Safety Engineers regarding technical issues or questions. In addition, the NJCHS will review special requests on a case-by-case basis to determine alternate methods to properly train employees at affected locations where a joint trainer is unavailable.~~

JW RM
9-12-15

9/12/15 RB MJ

~~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,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Bob King~~

~~This letter replaces Health and Safety training Initiatives, September 15, 2003~~

9/12/15
RB

JL
9-12-15

~~September 15, 2003~~XX/XX/XXXX

Mr. ~~Gerald D. Bantom~~Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Bantom~~Settles:

Subject: Health Care Communications Strategy

During the course of these negotiations, the parties discussed the concept of ongoing development and implementation of the health care communications strategy. The purpose would be to further educate eligible enrollees about their health care benefit improving quality of care through informed decision-making and health care issues in general. It was acknowledged that the parties would continue to work with the National Programs Center, Union Benefit Representatives, and other groups within the Company and the Union, as well as health care plan carriers and outside organizations, to continue communication strategy efforts in order to educate covered persons on the advantages of seeking quality health care in a cost-effective manner, understanding their health care benefit plans, how to obtain care, becoming more involved in the health care treatment decision making process, the importance of participation in wellness programs and seeking out providers and community groups to discuss local quality of care issues.

It was further agreed that during the term of this agreement the following items will be specifically addressed by the Company and the Union~~Health Care Communications Strategy Committee~~:

- ~~Continue to provide information and education on Hormone Replacement Therapy (HRT) for women who are beginning to experience signs or symptoms of menopause,~~

- Communication strategies in all facilities to promote agreed upon healthcare information that is essential to members and their dependents (e.g., finding a primary care physician, the importance of preventive care, and appropriate use of emergency services). Communication strategies will be mutually agreed upon no later than the second quarter of 2016,

- Continue the information/education campaign related to organ donations,

cba4/00773/1
d
10/31/15

- Expand the educational communication initiative designed to raise employee awareness around the issues of bone marrow transplantation, the difficulties associated with finding suitable donors and registering donors on the national donor registry,

- Continue to support blood donation efforts which include employee education and onsite blood drives,

- ~~Implement an information/education campaign designed to raise employee awareness around the issue of HIV/AIDS, address the facts and fiction of HIV transmission, inform about the risks and educate employees about ways to minimize their exposure.~~

- Promote educational programs about good health habits and early detection procedures, and furnish general information about health issues,

- ~~Implement an~~Continue the educational program about the differences between generic and brand-name prescription drugs, prescription drug safety, and the costs associated with the various aspects of the prescription drug program, ~~and~~

- Engage in communications activities which expand ~~retiree~~ awareness of health care issues and raise awareness around health care quality issues.

The parties agreed that the cost associated with the continuation of the development of such a communications strategy and efforts to continue and improve the online decision support tool would not exceed $500,000 annually and that half of the annual cost would be paid through National Programs joint funds while the other half would be paid by the Company.

~~Very truly yours,~~

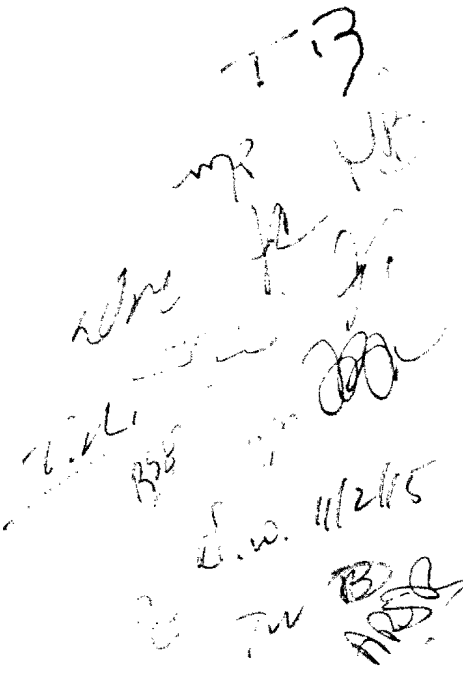
~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

cba4/00773/2
d
10/31/15

~~Concur: Gerald D. Bantom~~

Concur: _____
Jimmy Settles



cba4/00773/3
d
10/31/15

~~November 3, 2007~~

xx/xx/xxxx

~~Mr. Bob King~~
Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Health Promotion Programs

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 wellness programming. In this regard, the Company agrees to offer specific programs to deal with the issues of weight management, stress management and smoking cessation. During the 2015 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. A committee comprised of representatives from the National ESSP Committee will explore and identify wellness programs available through present medical plans. Employees seeking to utilize such programs shall do so through their present medical plan.

In the interest of encouraging more healthful personal life styles among employees, the Company 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.

This initiative provides active hourly-represented 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 Company will be responsible for all costs in excess of this employee contribution (see Attachment A). The Company recognizes the Union's interest in vendor selection, and that will be considered in conjunction with following the Corporate Purchasing process.

cba4/01136/1
a
09/01/15

In addition, it is the parties' intent that any programs, approaches or related services provided under the wellness programs are not to be construed as benefits or insurance programs.

Very truly yours,

~~JACK HALVERSON, Director~~
~~Joint Education, Development~~
~~& Training and~~
~~National Programs Center~~
~~Labor Affairs~~

Jack Halverson,
Manager
Union Relations

Concur: ~~Bob King~~ Jimmy Settles

Attachment

9/4/15
JAK 9/4/15
~~JH~~ 9/8/15
cba4/01136/2
a
09/01/15

ATTACHMENT A

| Program | Program Cost | Employee Cost | Company Cost | Co-pay % |
|---|---|---|---|---|
| Weight Mgt | $150 | $30 | $120 | 20% |
| Smoking Cessation | $199 | $40 | $159 | 20% |
| Stress Mgt A | $199 | $40 | $159 | 20% |
| Stress Mgt B | $300 | $40 | $260 | 13% |

| Health Care Plan | Program | Program Cost | Employee Cost | Company Cost | Employee Co-Pay % |
|---|---|---|---|---|---|
| HMO | Weight Mgt | $150 | $25 | 0 | 17% |
| PPO | Weight Mgt | $150 | $30 | $120 | 20% |

| Health Care Plan | Program | Program Cost | Employee Cost | Company Cost | Employee Co-pay % |
|---|---|---|---|---|---|
| HMO | Smoking Cessation/ Stress Mgt | HMO pays entire cost | 0 | 0 | 0 |
| PPO | Smoking Cessation/ Stress Mgt | $199 | $40 | $159 | 20% |

The above table is provided as a directional example only of co-payments, and does not constitute the actual costs for all health care plans. The examples do not include all types of programs that may be offered.

BR mp
RSB NM
MB 9/4/15
DG 9/4/15
DRBW
WLH 9-4-15
ARJR. 9-4-15
9-4-15

9/4/15
JAK 9/4/15
9/8/15

JFC

A.L. 9-4-15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Hourly Ford Employees Assigned to ACH Locations

This letter is to confirm that those hourly Ford employees currently assigned to the ACH, LLC locations recognized as Contract Unit employees pursuant to Article I, Section 1(a) of the 2007 UAW-Ford National Agreement are employees in the Contract Unit under this Agreement. Hourly Ford employees assigned to ACH, LLC locations on the effective date of the 2011 UAW-Ford National Agreement will be Contract Unit employees as of that date.

Very truly yours,

BILL DIRKSEN
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01294
a
09/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: HSMDDV Administrative Manual

During these negotiations, the Company and the UAW discussed the need for timely and accessible updates to the Administrative Manual (the "Manual").

The parties agree to work together to create a more efficient and coordinated process of updating the Manual so that new information is available within one year of implementation of new collective bargaining provisions. The parties further agree to explore more efficient and effective ways of delivering the information to Union Benefit Representatives, including but not limited to electronic or web based tools.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

JAK
BJS

cba4/01469
a
09/13/15

9.22.15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Implementation of 2007 "Housekeeping" Letter of Understanding at the Research and Engineering Center

During the 2011 negotiations, the parties discussed the issues associated with the implementation of the 2007 Letter of Understanding entitled "Housekeeping" at the Research and Engineering Center, Local 245. The limited number of placement opportunities for the existing janitors within Local 245 has delayed the parties' implementation beyond the target date.

Therefore, in order to facilitate full implementation of the "Housekeeping" Letter of Understanding, the parties agree to consider the existing janitors as surplus and include them in all future voluntary Preferential Placement opportunities until September 14, 2015. After that date, they will also be included in the mandatory in-zone steps of the placement hierarchy.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

10/30/15

cba4a/01395
a
10/26/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: ~~Entry Level~~ In-Progression Vehicle Voucher Program

During these negotiations, the parties discussed the importance of creating an atmosphere of Ford and Lincoln brand loyalty at the start of an employee's career with the Company.

As a result of these discussions, the Company agreed to ~~extend~~ offer to ~~Entry Level~~ In-Progression employees a ~~one-time~~ $500 vehicle voucher toward the purchase of a new Ford or Lincoln brand vehicle. This Voucher Program will be effective January 1, 201~~2~~6 and remain in effect throughout the term of the 201~~1~~5 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 ~~Entry Level~~ In-Progression 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,~~

~~RICK POPP~~,
~~Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01419
b
11/05/15

~~October 4, 2011~~ XX/XX/XXXX

~~Martin J. Mulloy~~ Bill Dirksen,
Vice President
Labor Affairs
Ford Motor Company
The American Road
Dearborn, Michigan 481216

Re: Indemnity Clause

Dear Mr. Dirksen:

This letter is to confirm our understanding and agreement reached today that the Union shall indemnify and hold harmless the Company for any sums paid by the Company to any person or persons (1) as a result of any final order or judgment of any court or administrative agency in favor of such person, or (2) with the consent of the Union as to any other claim, but only when, in either case, the claim for said sum arises out of action taken by the Company in accordance with the provisions of Article II or Article III of the Collective Bargaining Agreement between Ford Motor Company and the Union entered into today, or in reliance on any list, notice or assignment furnished by the Union to the Company under any such provisions, or by the Company or Trustee of the Ford-UAW Supplemental Unemployment Benefit Plan Fund in connection with the deduction of Union dues from regular Supplemental Unemployment Benefits.

Sincerely yours,

MR. JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

cba4/00935
a
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Information Sharing

~~During these negotiations, the parties discussed Purchasing processes and information.~~

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.

~~As a result of these discussions~~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 on the Joint Insourcing meetings. ~~The parties agreed that within 90 days of the effective date of the Agreement, the parties will meet to discuss and agree on the specific information to be shared with the International Union.~~ 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,~~

~~BILL DIRKSEN~~
~~Executive Director~~
~~U.S. Labor Affairs~~

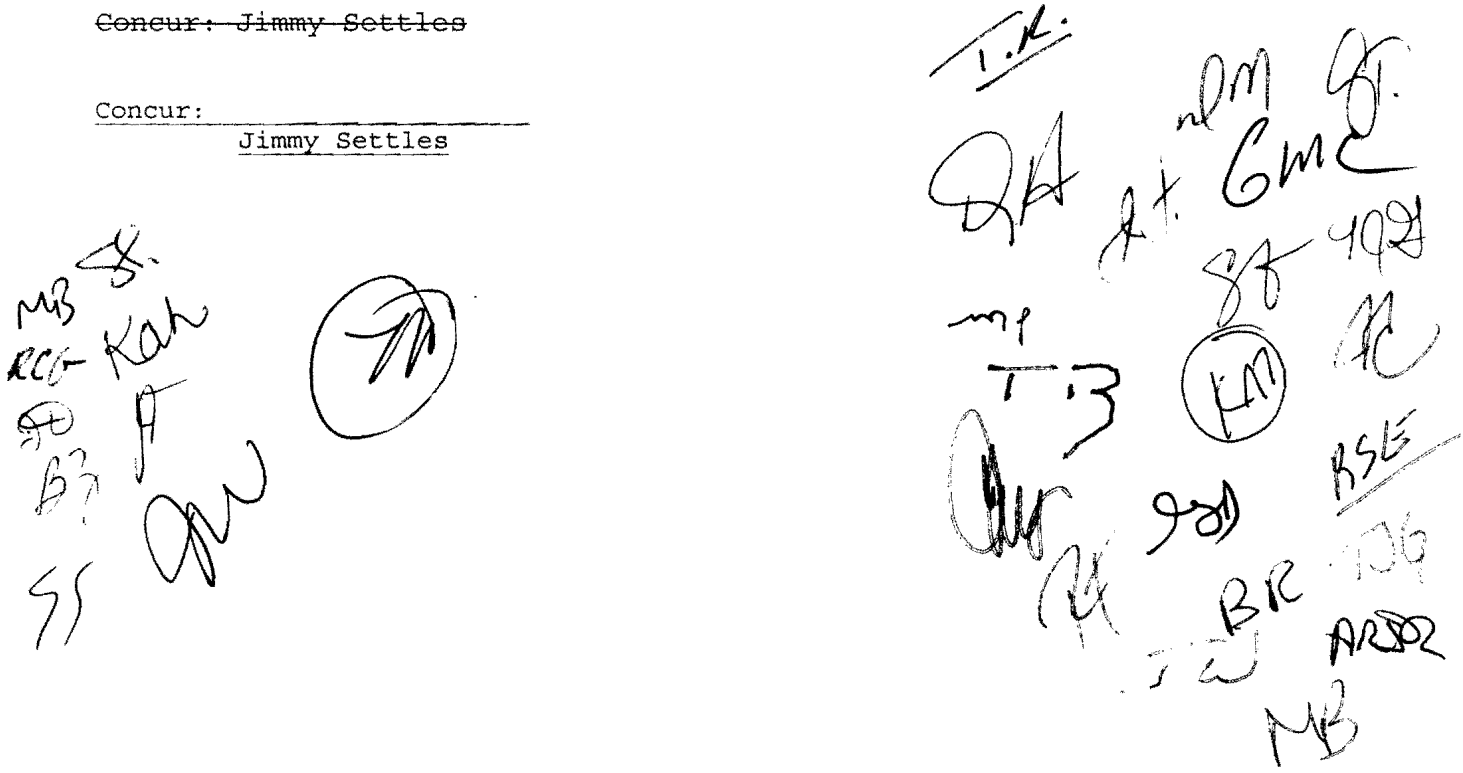
cba4/01431/1
c
09/04/15

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles



cba4/01431/2
c
09/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Integrated Control Systems

During the ~~2011~~ 2015 negotiations, the parties discussed the rapidly changing industrial technology in our plants and the increasing use of advanced automation and robotics which require 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 to ~~jointly study the feasibility of~~ a training and certification program for selected electricians to effectively and efficiently perform this work.

As a result, 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.

~~JAMES TETREAULT,~~
~~Vice President~~
~~North America Manufacturing~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01421
a
09/09/15

~~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. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Integration of SSDIB and Retirement Plan

This is to confirm our understanding regarding the interrelationship between eligibility for and amount of temporary benefits or supplemental allowance under the Retirement Plan and Social Security Disability Insurance Benefits (SSDIB).

When a retiree is awarded SSDIB, a portion of that award generally consists of a lump sum payment attributable to a period before the effective date of the award. The effect of eligibility for SSDIB is to disqualify the employee for a temporary benefit under Article V, Section 2 or 3 of the Retirement Plan, to reduce the early retirement supplement and to eliminate the interim supplement under Article VI. In the case of receipt of a part of SSDIB as a lump sum for an earlier period by a retired employee who has been receiving a temporary benefit, early retirement supplement or interim supplement, an overpayment obligation also accrues under the Plan.

When an initial claim for SSDIB is denied and the employee engages the services of an attorney to appeal such denial, if on or after October 5, 1987 the appeal of the attorney is successful and a portion of the lump sum payment not to exceed 25% is awarded to the attorney, the retired employee's repayment obligation will be satisfied if he notifies the Plan within 30 days of the receipt of a retroactive SSDIB award and repays to the Plan within 30 days after notice from the Board of Administration an amount equal to the overpayment of any temporary benefit, early retirement supplement or interim supplement less in such case the amount of attorney fees involved on that portion of the award. This reduction applies only to

attorney fees associated with a successful appeal of an initial denial by Social Security for SSDIB and includes only that portion of the attorney fees associated with the period of time the employee received a temporary benefit or a supplement. Such attorney fees considered for this purpose may not exceed the lesser of $~~56~~,~~300~~000.00 or 25 percent of the overpayment due to the Plan. Attorney fees for services prior to denial of initial application for SSDIB will not reduce the amount of an overpayment due to the Plan.

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

~~Concur: Bob King~~

cba4/00294/2
a
09/13/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Internal Revenue Code Limits on TESPHE

During these negotiations, the Union expressed concern about the possibility of future changes to the Internal Revenue Code of 1986, as amended ("Code"), and accompanying Treasury Regulations, that could have the effect of limiting Company contributions to the Tax-Efficient Savings Program for Hourly Employees ("TESPHE"). In response, the Company agreed to monitor future changes to the Code and Treasury Regulations that could result in limits on Company contributions to the TESPHE. In the event of such a change, the Company agreed to discuss potential strategies with the Union for providing the intended level of benefits to TESPHE participants.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01461
a
09/13/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Introduction of New Timekeeping System

During 2015 negotiations, the parties discussed the importance of accuracy in all hourly pay matters and the need to have an effective timekeeping system and process to support proper pay practices and ensure employees are properly paid for all time worked. Both parties expressed concerns related to minimizing pay adjustments and streamlining the existing timekeeping procedures.

Pursuant to these discussions, the Company will implement a new timekeeping system and process on a pilot basis at select facilities during the first half of 2016. It is anticipated the new timekeeping system and process will be implemented at all facilities prior to year end 2017.

The new timekeeping system will address a number of mutual concerns regarding the accurate and timely payment of compensable hours for employees. Among the advantages expected upon full implementation of the new system are:

- Employee pay will be recorded in one (1) minute increments
- The number of pay shortages will decrease.
- Timekeeping procedures will be simplified and streamlined
- The security of the timekeeping system will be improved through the use of up to date technology.
- Kiosks will provide employees with an enhanced range of options such as the ability to electronically review how much they have been paid for each day, request vacation and/or excused absence allowance days and other pay related matters. As part of the implementation of kiosks, plans will be put into place to provide employees training necessary for them to be able to take full advantage of all of the features and information provided by the use of these kiosks. Process coaches will be provided job aids and trained to deliver on-going kiosk training to employees.

Contractual provisions regarding providing access to certain tasks under the present TWOS system will continue at locations utilizing

TWOS. When a location migrates to the new timekeeping system comparable access to similar tasks will be provided through the new timekeeping system.

The Company will take appropriate steps to ensure employees are not disadvantaged in the unlikely event there is a technical issue with the equipment used to support the new timekeeping system.

The Company will provide the UAW National Ford Department and local union leadership advance notice pertaining to sites selected for the pilot applications and probable future launch sites. During the course of implementation, periodic updates will be communicated to the union regarding project status, and ensure that an appropriate forum will be established to address any issues or concerns that may arise.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01491/2
b
10/29/15

XX/XX/XXXX

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 UCEB 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.

Very truly yours,

cba4/01487/1
b
11/04/15

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01487/2
b
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Job Security - Apprentice Forecasting and Development ~~and Journeyperson Reskilling~~

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~~, reskilling~~ 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 the October 14, 1984 Apprentice Utilization and Journeyman Status Letter of Understanding~~ 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 ~~the current~~ business conditions, increasing competitive pressures and the future business outlook will continue to ~~have a substantial~~ impact ~~on~~ 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 recognized that an active, viable Apprentice Program must align with the business requirements in terms of both content and size and that ~~When business conditions and requirements permit,~~ it is the Company's intention to continue to utilize the Apprentice Program as a major source of future journeypersons.

Given these considerations, ~~During these negotiations~~, the parties agreed to continue an apprentice needs forecasting methodology ~~and further agreed to~~ that will include an annual review to align apprentice needs with business requirements. ~~As soon as practicable following the ratification of the Agreement,~~

~~the details and guidelines regarding the apprentice needs forecasting methodology will be determined, based on forecasted business conditions and facility 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: ~~forecasting process will be utilized by national parties, with input from the local JAC, to project future skilled trades needs, and recommend the number and timing of apprentice indenturements to meet such needs. This forecasting process will include factors such as:~~

- Use the first pay period ending in January of each year during the term of this agreement to calculate a 50% threshold number.

  This threshold number will be calculated annually at all plant locations with UAW-Ford apprenticable classifications, 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% 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.

- Use the first pay period ending in July of each year during the term of this agreement to calculate a 5% 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% 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% ratio calculation described above will be included with the apprentices on the active roll when calculating the annual 5% threshold.

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

- ~~Historical and anticipated skilled trades attrition~~

- ~~Projected graduations of apprentices~~

- ~~Available skilled trades employees, impacted by workforce reduction actions~~

- ~~Changes due to skilled trades classification consolidation and work practices~~

- ~~Apprentice vacancies~~

- ~~Skilled trades hires~~

- ~~Operational requirements, business plan considerations, and implications of new technology~~

These calculations could result in adding approximately 1200 apprentices during the term of this agreement, business conditions permitting.

Following these negotiations, and annually in each remaining year of the Agreement, a letter will be ~~co-~~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 business requirements. Concerns regarding mix will be referred to Labor Affairs and the National Ford Department for resolution.~~directing that the above forecast be completed and submitted to the NJAC and the Company's Labor Affairs Office. This communication will include details regarding information to be included in the forecast and timing for its submission. The Labor Affairs Office, in conjunction with the NJAC will review, compile, and provide concurrence that the methodology used to complete each facility's forecast was appropriately applied. The parties will jointly forward a recommendation to the appropriate Operating Executive regarding the number of apprentices required.~~

Apprentices will be added in accordance with the annual method detailed above ~~recommendation, subject to the approval of the~~

~~Operating Executive,~~ 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.~~1~~ 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 2015 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 concepts or new skill sets required) and in-course progress assessment for participants mid-way through the

~~1 Moved from previous paragraph~~

program. The core skills training may be conducted at the ~~Huron~~ 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.

- 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-local student travel, where necessary, and for wages of the trainees shall be charged to the National Education, Development and Training Program fund.

The 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.

~~*Journeyperson Reskilling*~~

~~Where surplus apprenticeable journeypersons exist in a particular skilled trade and placement in their trade is not possible, the parties will continue to support reskilling, where feasible and practical, to qualify them in another skilled trade. The National Joint Skilled Trades Governance Team will oversee the selection process and reskilling may be done within or outside the Apprentice Program.~~

~~When the preferential placement hierarchy has been exhausted, the NJAC shall have the authority, where the Company and Union agree, to direct reskilling.~~

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur:
Jimmy Settles

cba4/00080/7
b
10/28/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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. 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 ~~l~~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 ~~Local Job Security, Operational Effectiveness and Sourcing Committee~~ ~~(~~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 ~~local~~ LJSOESC as an acknowledgement that the issue was discussed locally.

- 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~~, including the authority to order the Company to hire new employees required under Appendix M~~.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur:
Jimmy Settles

9/13/15 VK KdeB JB UAW NC MR DR CB CeB KB TDC

B.K. A.M. BR MB DM B.G. JL ABOSR

cba4/00430/2
a
09/11/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Job Security Program - Commitment to Training

During these negotiations, the parties discussed the potential training needs for UAW Job Security Representatives and Labor Supervisors regarding new Job Security related provisions of the 201~~4~~5 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 201~~4~~5 Agreement as deemed necessary and/or beneficial by the National Job Security, Operational Effectiveness, and Sourcing Committee (NJSOESC).

~~Very truly yours,~~

~~BILL DIRKSEN~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01025
a
09/11/15

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: Job Security Program - GEN Provisions Relating to SUB

During these 1999 negotiations, the parties agreed to continue Appendix M to the Collective Bargaining Agreement titled "Memorandum of Understanding - Job Security Program - GEN".

The parties have agreed that if, and when, the provisions of the 1987 SUB Plan are reinstated in accordance with the "Exhaustion of SUB Cap" Letter of Understanding between the parties, dated October 9, 1999, the following provision regarding charges against future Company contributions to the SUB Fund will apply.

The wages, including COLA and applicable shift premium, of a Protected employee not assigned to an opening due to a volume increase will be charged as follows: (1) the gross amount the employee would otherwise receive from the Trust Fund in Supplemental Unemployment Benefits will be charged against future Company contributions to the SUB fund, (2) the amount the employee would otherwise receive as a Guaranteed Income Stream Benefit will be charged against the GIS Program and (3) the remainder will be charged as a plant payroll expense.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

cba4/00122
a
09/13/2015

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 2011~~4~~5 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 2011~~4~~5 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,~~

~~BILL DIRKSEN~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur:
Jimmy Settles

cba4/01386
a
09/11/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Job Security Program - UAW-Ford Job Security Web Site

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 201~~1~~5 Agreement and completed as soon as practicable.

- Expenses associated with development and implementation of the web site will be paid from the Education, Development and Training Program funds.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00769
a
09/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Joint Education Initiative

During the 2015 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 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
- Ford's Manufacturing Process

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.

cba4/01507/1
a
11/04/15

11/5/15

Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur: _____
Jimmy Settles

cba4/01507/2
a
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Joint Programs Computers

In 1999 negotiations, the parties agreed to transition joint programs computers to the Company PC Renewal plan. (Joint programs PC renewal administration and guidelines are outlined in the attachment.)

During the ~~2011~~ 2015 negotiations, the parties agreed to continue joint programs participation in the Company PC Renewal plan. The parties further agreed that should the Company revise the PC Renewal plan and/or initiate additional plans related to computers, computer peripherals or other equipment, the parties will evaluate such plans and assess their application for use within the joint programs.

All cost associated with joint programs computers will continue to be supported by the Education, Development and Training fund. 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 letter.

Very truly yours,

JACK HALVERSON, Manager
Union Relations

Concur: Jimmy Settles

Attachment

cba4/00517/1
a
08/27/15

**JOINT PROGRAMS**
**PC RENEWAL ADMINISTRATION**
**AND GUIDELINES**

- Joint programs computers are provided to the following local positions for use in joint programs administration:
  - Local Union President
  - Building Chairperson
  - Benefits
  - Best-In-Class Quality
  - Employee Support Services
  - Employee Resource Coordinator
  - Health and Safety
  - Job Security/Production Standards
- The PC Renewal cycle is planned in intervals of 3 to 4 years.
- Joint programs activities requiring additional computers should address a request to the UAW Assistant Director and Ford Associate Director of the UAW-Ford National Program Center. Upon approval of the Joint Governing Body, arrangements will be made to supply the required number of computers.
- Users of joint programs computers must maintain the security of the Company's computer network and information systems. Improper or inappropriate use of joint programs computers is subject to discipline.
- All hardware and software must comply with the Company's standards and must be installed on Company property.
- Internet access may be available where there is a verifiable job-related need.

cba4/00517/2
a
08/27/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Joint Study of Health & Safety Performance

During the course of 2015 negotiations, the parties discussed health and safety performance at Vehicle Operation locations specifically Chicago Assembly, Kentucky Truck, and Kansas City Assembly Plants. It was agreed that a joint study will be conducted to determine opportunities to improve safety performance. Following the study, the parties will develop an action plan and implement accordingly.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01490
b
10/13/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Journeyperson Reskilling

During 2015 negotiations, the parties discussed the process used for reskilling surplus apprenticable skilled trades. As previously agreed, where surplus apprenticable journeypersons exist in a particular skilled trade and placement in their trade is not possible, the parties will continue to support reskilling, where feasible and practical, to qualify them in another skilled trade. The National Joint Skilled Trades Governance Team will oversee the selection and reskilling process. Additionally, effective with the date of this agreement, Apprentice Program benefits will apply to Reskillers following the provisions of said benefits within the Apprentice Program. Benefits include:

- Related Training Instruction (RTI) provisions
- Authorized travel expenses to/from the UAW-Ford Technical Training Center
- Appropriate trade specific tool box and tool set (minus tools already provided for prior classification).

When the preferential placement hierarchy has been exhausted, the NJAC shall have the authority, where the Company and Union agree, to direct reskilling.

Very truly yours,

Stacey Allerton, Director
U.S. Union Affairs
Labor Affairs

Concur: Jimmy Settles

cba4/01468
a
09/12/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Layoff of Entry Level Employees

During these negotiations, the parties discussed the potential for having Entry Level employees on Indefinite Layoff (ILO) from a Ford facility while simultaneously having full-time openings at another in-zone facility. It was agreed that in the event there is an Indefinite Layoff affecting Entry Level employees, the National Parties will discuss opportunities for employment as Entry Level at other in-zone Ford locations.

Very truly yours,

BILL DIRKSEN
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01445
c
10/20/15

10/30/15
B.K.

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Legal Services Plan Benefits

During the course of these negotiations, the parties discussed the existing Legal Services Plan ("Existing LSP") and possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties' 2011 Collective Bargaining Agreement, it was decided that the Existing LSP would cease accepting new cases as of December 31, 2013 and eventually wind down upon closure of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the Existing LSP, the parties agree as follows:

1. A new benefit plan shall be established to provide a legal services benefit to eligible UAW-represented employees and retirees ("New LSP"). This new benefit plan shall be funded by a trust established as a Voluntary Employees' Beneficiary Association ("VEBA") under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended ("Code"). In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established. 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. UAW-represented Company employees and retirees who meet the eligibility criteria under Section 4 of the Existing LSP Agreement shall be eligible to participate in the New LSP. In addition, employees formerly identified as "Entry Level" employees who were hired on or after November 19, 2007 and "new hires" under the parties' 2015 Collective Bargaining Agreement shall be eligible to participate in the New LSP following the end of their employment with the Company if, at the time of termination, such employee:
    a. Is age 65;
    b. Is at least age 55 but less than 65 and terminated employment with the Company with 10 or more years of service;
    c. Is at least age 55 but less than age 60 and had combined years of age and years of service totaling 85 or more;
    d. Has 30 or more years of service;

e. Is at least age 55 (age 50 for an employee who is laid off on or after October 1, 1984 as a result of a plant closing where no other company plants are in the same geographical area) but not age 65 and who has 10 or more years of credited service and whose employment ceases as a result of a plant closing;

f. Is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service; and the eligible surviving spouse of such individual. For purposes of the New LSP only, measurement of "years of service" shall be credited service, as it is computed under the parties' defined benefit pension plan.

3. The Union anticipates that the New LSP shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW-represented auto companies and the Union, should collective bargaining allow and/or so provide.

4. Consistent with the requirements of Taft-Hartley, the New LSP 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 New LSP has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The New LSP 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.

5. The Company's obligation to fund the VEBA shall be limited to $4.06 million per year, for the duration of this Agreement only. For the avoidance of doubt, the total contribution during the term of the 2015 Collective Bargaining Agreement shall not exceed $16.24 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 consisting of legal work, including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters, and document preparation.

BTJ

IR MP MB KBE

T.L. KM BR AR

L.W. 11/5/15

The provision of, and ability to provide, any such benefits shall be left to the ultimate determination of the New LSP 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 New LSP.

6. The parties agree that part of the work performed by the New LSP and its attorneys shall include a restart 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 an expansion to UAW-represented retirees.
7. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the New LSP, including, but not limited to, an employer participation agreement, a trust document, a plan document, and any necessary filings with the Internal Revenue Service or any other governmental agency. The trustees will file, under Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust fails to qualify as a VEBA, the trust shall be responsible for paying any applicable taxes associated with trust earnings. In addition, the trust shall be responsible for reporting applicable taxes imposed on participants and beneficiaries of the New LSP, including FICA, FUTA, and income taxes. The parties acknowledge and agree that the trust will be required to establish and implement applicable tax reporting processes.
8. While the parties anticipate that the New LSP shall begin providing a benefit as soon as possible, in the event establishment of the New LSP is delayed due to securing the appropriate regulatory approvals, the Company's funding obligation to the New LSP shall remain.
9. The wind-down of the Existing LSP shall continue in its normal course and such plan - being legally distinct from the New LSP - shall continue to be administered by its existing administrative committee. To the extent staff of the New LSP provides services to the Existing LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.

cba4/01486/3
c
11/05/15

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

BSB

cba4/01486/4
c
11/05/15

~~November 3, 2007~~ XX/XX/XXXX

Mr. Jimmy Settles ~~Mr. Bob King~~
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles ~~King~~:

Subject: Local Training 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.

The parties reaffirmed Local Training 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. It is understood that the cost of these joint programs, wages of the trainees, travel expenses and other training expenses may be chargeable against the Local Training Funds. 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.

~~In these negotiations, the parties reaffirmed their commitment to the Technical Skills Program. Local unions and management are encouraged to utilize Local Training Funds for education and training projects consistent with the UAW-Ford Technical Skills Program provisions of Appendix T to the Collective Bargaining Agreement~~.

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.

cba4/00044/1
b
08/28/15

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 to train employees required to service newly introduced technology. However, use of Local Training Funds 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 should not be used for training of employees to implement a newly negotiated change in classifications, but use of Local Training Funds 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 will be updated and reissued, as required, by the Joint Governing Body following the conclusion of these negotiations.

The provisions for Local Training Funds do not limit in any way the right of either party to provide 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 Funds.

~~Very truly yours,~~

~~JACK HALVERSON, Director~~
~~Joint Education, Development & Training and~~
~~National Programs Center~~
~~Labor Affairs~~

Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur: Jimmy Settles ~~Bob King~~

cba4/00044/3
b
08/28/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Long-Term Supplemental Employees

During these negotiations the parties discussed the need for employees to be hired or rehired on a long-term supplemental basis (e.g., new product launch, attrition program transition or other similar supplemental manpower needs).

Long-Term Supplemental Employees shall be employed in accordance with the following:

(A) Long-Term Supplemental employees are employees hired by the Company who normally shall work any five (5) days per week in addition to premium days, for a period not to exceed twelve (12) calendar months.

(B) The Company shall review with the National Ford Department situations requiring Long-Term Supplemental employees.

(C) Requests for Long-Term Supplemental employees shall be made in writing to the National Parties for mutual agreement.

(D) Upon mutual agreement, the Company may hire or rehire Long-Term Supplemental employees for a period up to one (1) year. If a Supplemental employee works for a continuous period of more than one (1) year, they will gain seniority as an Entry Level employee.

(E) Long-Term Supplemental employees shall accrue no credit towards acquiring seniority.

(F) Long-Term Supplemental employees will be considered for Entry Level job opportunities in a fair and equitable manner, giving due consideration to the length of employment with the Company.

(G) The Company reaffirms that these Long-Term Supplemental employees are not to be employed to avoid hiring to fill permanent positions. The National Parties will continue to review the use of Long-Term Supplemental employees on an on-going basis; the UAW-National Ford Department may cancel the use of Long-Term Supplemental employees pending two

~~weeks advanced written notice of termination to the Company.~~

~~(H) Long-Term Supplemental employees shall be governed by the terms and conditions of Appendix K, Section II, with the exception of wages and benefits. Wages are determined in accordance with Appendix V, Memorandum of Understanding, UAW-Ford Entry Level Wage and Benefit Agreement, Article 1, III. Benefits are established as listed in Attachment A.~~

~~(I) For purposes of determining Union representation, long term supplemental employees on roll will be counted as part of the Unit.~~

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Jimmy Settles~~

~~Attachment~~

cba4/01268/2
a
09/13/15

ATTACHMENT A

**LONG-TERM SUPPLEMENTAL EMPLOYEES**

Long-Term Supplemental employees will be eligible for the following wages and benefits:

Wages are determined in accordance with Appendix V, Memorandum of Understanding, UAW-Ford Entry Level Wages and Benefit Agreement, Article I, 3.

Hospital-Surgical-Medical-Drug coverage as of the first day of the eighth month 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 | $2,100 |
| 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 |
| Prescription Drugs (Retail and Mail Order) | |
| Generic | $7.50/script |
| Brand | $15.00/script |
| Office Visit | $20 co-pay |

The Urgent Care Center co-payment and the Emergency Room co-payment will not apply.

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.

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.

~~Long-Term Supplemental 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.~~

~~Long-Term Supplemental employees shall not accrue benefits under any Company-sponsored qualified defined benefit pension plan. In the event a Long-Term Supplemental employee becomes an Entry Level employee as defined in Appendix V, service earned from date of hire by such employee shall be recognized for:~~

- ~~Eligibility and vesting purposes under the Personal Retirement Plan (Appendix V, Attachment A, Section III)~~
- ~~Eligibility for purposes of participation in Company-sponsored benefit plans.~~

cba4/01268/4
a
09/13/15

~~November 3, 2007~~

XX/XX/XXXX

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~
Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Lump Sum Payments to Certain Parties

During the term of the 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 and who are alive as of each payment date.

There will be four payments, each in the amount of $250 for retired employees or $125 for surviving spouses. The first payment will be made on March 31, 2016, or as soon as administratively practicable thereafter. The second payment will be made on December 1, 2016, or as soon as administratively practicable thereafter. The third payment will be made on December 1, 2017, or as soon as administratively practicable thereafter. The fourth payment will be made on December 1, 2018, or as soon as administratively practicable thereafter.

These payments will be subject to all applicable Federal, state, and local tax reporting and withholding requirements.

cba4/00088/1
c
11/05/15

~~During the term of this Agreement, eligible retirees or their surviving spouses shall be eligible to receive certain lump sum payments paid from either the Ford-UAW Retirement Plan ("Plan"), Company cash, or any combination thereof. If any portion of the four (4) lump sum payments are to be made from the Plan, the Plan shall be amended to provide for such payment on an annual basis, if necessary. Payment shall be by check, draft or electronic funds transfer based upon the election of the retiree/surviving spouse.~~

~~Four (4) lump sum payments of the amount described in 2 below shall be payable to retired employees and surviving spouses on the basis described below:~~

~~1. The following persons will be eligible for lump sum payments:~~

~~(a) First payment:~~

~~(i) Employees who retired prior to October 1, 2007 under the terms of Article IV, Sections 1, 2 or 3 of the Plan and who are receiving benefits from the Plan as of the first of the month for which a lump sum payment would be made.~~

~~(ii) Eligible surviving spouses of employees who retired under the terms of Article IV, Sections 1, 2 or 3 of the Plan prior to October 1, 2007, or surviving spouses eligible for a benefit prior to October 1, 2007 pursuant to Article IV, Section 7(a) of the Plan (excluding surviving spouses of former employees who broke seniority and who are eligible for a deferred pension), or surviving spouses eligible for a benefit under Article V, Section 15 and who are eligible for a benefit from the Plan as of the first of the month for which a lump sum payment would be made.~~

~~(b) Second payment:~~

~~(i) Retirees who received the first lump sum payment in December 2007 and are alive on December 1, 2008.~~

~~(ii) Eligible surviving spouses who received or whose spouses received the first lump sum payment in December 2007 and such surviving spouses are alive on December 1, 2008.~~

~~(c) Third payment:~~

(i) Retirees who received the lump sum payment in December 2008 and are alive on December 1, 2009.

(ii) Eligible surviving spouses who received or whose spouses received the lump sum payment in December 2008 and such surviving spouses are alive on December 1, 2009.

(d) Fourth payment:

(i) Retirees who received the lump sum payment in December 2009 and are alive on December 1, 2010.

(ii) Eligible surviving spouses who received or whose spouses received the lump sum payment in December 2009 and such surviving spouses are alive on December 1, 2010.

2. Amount of Benefit:

(a) For a retired employee the lump sum payment in December 2007 shall be an amount equal to $700.00.

(b) For retired employees with thirty (30) or more years of credited service, the maximum lump sum payment shall be an amount equal to:

- Second payment, December 2008 - $700.00
- Third payment, December 2009 - $700.00
- Fourth payment, December 20010 - $700.00

For retired employees with less than thirty (30) years of credited service, each of the second, third and fourth lump sum payments shall be an amount equal to the number of years of credited service (including a prorational amount for fractional years) times $23.3333 per year of credited service, but not less than 10 years.

(c) For each of the four (4) lump sum payments, eligible surviving spouses will receive 65% of the amount payable to the retired employee under (a) and (b) above.

(d) For retirees who have an overpayment under the Company's Group Life and Disability Insurance Program, the lump sum payment amount shall be 50% of the amount described under (a) and (b) above. Once the Group Life and Disability Insurance Program overpayment is

~~reduced to zero ($0), future lump sums shall revert to the full amount subject to any applicable proration of the final reduction for the overpayment~~

~~Please indicate your concurrence in the proposed lump sum payment arrangement of this letter.~~

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles
~~Concur: Bob King~~

BTS
ew

cba4/00088/4
c
11/05/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Lunch Periods

During 2015 bargaining, the Union raised concerns relative to the Company requiring employees to work through their lunch periods in the operations of certain stamping and manufacturing plants.

Pursuant to the National Agreement and applicable Local Agreements, the parties acknowledge that certain operations may require some degree of flexibility in the timing of lunch periods to achieve customer volume requirements.

To that end, the parties agree that in such operations, an employee released for lunch will not be required to work during lunch unless it is with the employee's consent, and the consented time will be compensated accordingly.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01499
c
10/30/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: ~~Skilled Trades Competitiveness~~ Maintenance Work Teams

In order to enable the continuous improvement of our Skilled Trades operational effectiveness, the parties have agreed to ~~launch~~ continue implementation of ~~Mechanical Skilled Trades~~ Maintenance Work Teams (MWT's) at all Company manufacturing facilities, under the following guidelines:

- ~~Mechanical~~ Maintenance Work Teams may include team members assigned to the Electrician, Machine Repair, Toolmaker and Template Maker, Plumber-Pipefitter, and Millwright classifications. Written ~~R~~requests for Team deviations must be submitted to the National Joint Skilled Trades Governance Team for approval. Together, these teams will operate on the principle that they will be able to perform any work assignments which they are capable of performing effectively and safely. As such, Electricians will not perform mechanical tasks and mechanical classifications will not perform electrical tasks.

- The Company will fund and provide appropriate required training and cross training to ensure all team members can safely and consistently contribute to the efficient operations of the team.

- Team Leaders will work with management ~~be utilized~~ to coordinate/allocate work assignments, including but not limited to: scheduling training, scheduling preventive maintenance, ordering parts, and coordinating overtime schedules for Maintenance Work Teams. They will ~~elected or~~ be selected for this position through a jointly established process. Upon local agreement, the joint parties may submit a request to deviate from the selection process to the National Continuous Improvement Forum for review and approval. ~~based on local agreements that are approved by the National Parties.~~

cba4/01322/1
c
09/12/15

- ~~Mechanical Skilled Trades~~ Maintenance Work Teams will support production operations and continue to perform building maintenance, and will be given first opportunity to do project work if supported by a viable business case.

- When ~~Mechanical~~ Maintenance Work Teams are launched at a location, team members will receive the negotiated wage rate (non- personalized) of the highest paid base classification on the team, excluding Leaders and Coordinators.

- At a location where ~~Mechanical~~ Maintenance Work Teams exist and the Company considers an indefinite layoff (ILO) of mechanical trades, the parties will meet locally to attempt to minimize the number of layoffs. Unresolved local issues may be referred to the National Parties for discussion. It is not intended that current or future manpower actions would inhibit the implementation and utilization of Maintenance Work Teams ~~mechanical teams~~.

- Skilled trades efficiencies achieved as a direct result of the implementation of Maintenance Work ~~Mechanical~~ Teams will not result in the direct and immediate layoff of mechanical trades.

The National Joint Skilled Trades Governance Team will continue to have oversight of the ~~Mechanical~~ Maintenance Work Teams process. They will conduct regular reviews with the Vice President and Director, National Ford Department, and the Vice Presidents of Manufacturing and Labor Affairs.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01322/2
c
09/12/15

O-04
9/9

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Major Launch Overtime Communication

During the course of these negotiations, the parties discussed the continued communication of the overtime requirements related to the launch of new plants, new car line programs, or new truck line programs.

It was agreed that the Company would, at a period at or near six months after the start of a major launch, communicate the forecasted volume and overtime requirements, as known at that time, to the National Ford Department.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

9/6/15

RWB 9/10/15

9/10/15

cba4/01467
a
09/09/15

BR
JW

9-10-15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Master of License

This will confirm that effective with the date of the new Collective Bargaining Agreement, the Company will recognize a "Master of License" designation for skilled employees holding a Master's license who currently have surrendered his/her license to the Company, at the request of the Company, in compliance with statutory requirements to oversee project coordination activities for that location. A person holding this designation will receive an additional $1.50 above his/her base rate of pay.

Requests for this increase for the Master of License must be submitted to and approved by Labor Affairs Wage Administration.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01471
a
09/17/15

~~October 4, 2011~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Medical Leave of Absence (MLA) Integrated with Disability Claim Process

During the course of these negotiations, the parties discussed the disability claim process administered by the Insurer of the Group Life and Disability Insurance (GL&DI) Program and the plant-based process utilized to establish a Medical Leave of Absence (MLA). ~~The Union expressed concerns related to the complexity of the dual process and the lack of coordination between the Insurer and the Company medical departments.~~

~~1.~~ This letter will confirm the parties' continued agreement to simplify the dual process allowing for the disability claim determination of the Insurer to serve as satisfactory evidence for medical leave justification. As necessary, and as agreed upon by the Company and the Union, existing procedures will be reviewed for process improvements. The following will apply:

1. ~~2.~~ Employees will continue to be required to call the toll free number within five working days of their last day of work or be subject to the provisions of Article VIII, Section 5 (4).

   Preliminary information about the employee's disability, physician contact information, etc., will be obtained and used as a basis to initiate a disability claim with the Insurer and a conditional MLA with the employee's work location.

2. ~~3.~~ A standardized disability information package will be mailed by the Insurer or other secure method.

   The package will not include information concerning various employment laws that are specific to any individual State.

3. ~~4.~~ Employee's initiating an application for disability benefits and requesting a MLA, are responsible for ensuring their physician has supplied the necessary information for preliminary and ongoing periods of disability. The Insurer will provide confirmation of claim approval to the

employee's work location. Employees with work-related claims must comply with any additional requirements associated their Workers' Compensation claim.

Integration of the disability claim process with a MLA does not change any contractual requirements of the Collective Bargaining Agreement. In cases of denied claims, the employee will be responsible for contacting the work locations as directed.

The parties will pursue other approaches by mutual agreement, to further streamline these processes as technologies are improved. To the extent that privacy and medical confidentiality laws allow, the Insurer and Company medical departments can share information regarding an employee's disability. The information to be shared will be restricted to the conditions for which the employee has claimed disability benefits and requested a MLA.

~~In the event the parties mutually agree the processes cannot be integrated as contemplated in this letter, they will meet and jointly discuss how these processes may otherwise be integrated, to achieve the intent of this letter. If the parties mutually agree, implementation of this integrated process will be completed by First Quarter 2013, or as soon as practical.~~

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01141/2
b
9/21/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Medical Leave of Absence - Understandings

During these negotiations, the Company and the UAW discussed employee, Union and Company responsibility as it relates to the medical leave process and employees returning to work.

The Company and the UAW further discussed certain opportunities to remind plant personnel of established procedures for employees returning to work from a medical leave of absence, including ongoing policy reminders issued to the medical departments and local labor offices.

The parties also discussed employee engagement and accountability in the established processes. Employee understanding and participation throughout the medical leave of absence process, including each employee's obligation to report a claim within five days of the last date worked, is essential to avoiding delays in disability benefit processing and the return to work process.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01453
b
10/16/15

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: Mental Health and Substance Abuse Claims under the Group Life and Disability Insurance Program

During these negotiations the parties discussed the prevalence of Mental Health and Substance Abuse (MHSA) conditions within the Accident and Sickness (A&S) and Extended Disability Benefits (EDB) Programs. The parties observed through review of clinical evidence, the under-use of specialty care which has resulted in suboptimal outcomes due to under diagnosis and under treatment. Given that these issues were of serious concern to both parties, the following has been agreed. Employees with a MHSA condition shall be required to treat with a Psychiatrist, who certifies their total continuous disability, within 30 calendar days of the first date of disability or the date a MHSA condition is first diagnosed, in cases where the original diagnosis does not include a MHSA condition. If the employee subsequently qualifies for a reopened A&S or EDB claim, pursuant to Section 11 (C) of the Group Life and Disability Insurance program, the employee shall be required to treat with a Psychiatrist, who certifies their total and continuous disability within 14 calendar days.

Regards,

LEE MEZZA, Director
Employee Benefits
Human Resources

cba4/01231
a
09/12/15

~~September 15, 2003~~ XX/XX/XXXX

~~Mr. Gerald D. Bantom~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Bantom~~ Settles:

Subject: Modification to Apprentice Selection Procedure

During the ~~1999~~ 2015 negotiations, the parties discussed the current procedure used to select candidates for the Apprentice Program. After discussions, the parties agreed to implement an Industrial Readiness Certificate Program as the means for identifying candidates for Apprentice Program Eligibility Lists.

The parties recognize the above process will take time to implement and subsequently populate the apprentice eligibility lists. As a result, the parties agreed to continue the current Apprentice Training Selection System (ATSS) test battery to address immediate needs for openings on Apprentice Eligibility Lists.

~~Subsequently, the Company implemented a modified apprentice selection procedure on a pilot basis during the term of the 1999 agreement. Specifically, the modification affected the process by which Apprentice Program applicants who took the Apprentice Training Selection System (ATSS) test battery were selected for placement on a facility's Apprenticeship Eligibility List.~~

~~The modification to the selection procedure is as follows:~~

The selection procedure for employees taking the ATSS is as follows:

- Applicants who achieve test results at or above the qualifying level will be considered "assessment-qualified". Applicants whose test results are below the qualifying level will not be considered "assessment-qualified".

- Assessment-qualified applicants will be ranked according to their Company Service Date, longest service to shortest service. Where ties in Company Service Date occur (i.e., two or more applicants with the same Company Service Date), such ties will be broken by ranking the tied applicants by the last four

digits of their Social Security Number, in highest to lowest order (i.e., 9999 is highest; 0000 is lowest).

- Candidates will be selected for addition to the facility's Apprenticeship Eligibility List based on their above-determined ranking. As has been the standard practice, the number of candidates to be added to a facility's Apprenticeship Eligibility List will be based on that facility's forecasted two-year apprentice requirements.

- Applicants who, based on their test results, are not assessment- qualified will be provided feedback on their assessment results. The purpose of this feedback is to provide the applicants insight into skill areas in which improvement may be needed if they wish to pursue future apprenticeship opportunities. Feedback will not be provided to assessment- qualified applicants, whether or not they are selected for addition to the facility's Apprenticeship Eligibility List.

- Applicants who are not selected for placement on the facility's Apprenticeship Eligibility List (whether or not they are assessment-qualified) will be required to re-take the test battery if they wish to pursue future apprenticeship opportunities.

~~Effective with the 2003 agreement the Company will adopt the above procedure for apprentice selection. Any changes to this procedure will be reviewed in advance with the Union.~~

Utilization of this procedure will cease when the Industrial Readiness Certificate Program is producing candidates at a sufficient volume to satisfy the requirements for a plant's Apprentice Program Eligibility List.

~~Very truly yours,~~

~~RICK E. POYNTER~~
~~Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~

Very truly yours,

cba4/00881/2
b
09/11/15

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Gerald D. Bantom~~

Concur: _____
Jimmy Settles

cba4/00881/3
b
09/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Moving Allowance Modifications

During negotiations the parties discussed language contained in Volume I, Article IX, Section 28 of the 2011 UAW-Ford Collective Bargaining Agreement that required modification to comply with Section 409A of the Internal Revenue Code of 1986, as amended.

The required changes were agreed to effective December 31, 2012. In order to provide a greater understanding for hourly employees who may receive moving allowance benefits, the parties agreed to incorporate the attached letter of understanding into the 2015 UAW-Ford Letters of Understanding.

Very truly yours,

Bernie Swartout,
Director Compensation & Benefits

Concur:
Jimmy Settles

cba4/01475/1
b
09/17/2015

Attachment I

December 18, 2012

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Moving Allowance Modifications

This letter will confirm the parties' agreement to modifications to the Moving Allowance language contained in Volume I, Article IX, Section 28 of the 2011 Collective Bargaining Agreement to incorporate changes required by Section 409A of the Internal Revenue Code of 1986, as amended:

For purposes of providing Moving Allowances:

- "Transfer Date" means the effective date of transfer to the plant to which the employee is being relocated.

- An employee may submit an Application for Option 1 - Enhanced Relocation or Option 2 - Modified Enhanced Relocation up to 6 months after the employee's Transfer Date, but in no event later than December 31st of the calendar year in which the Transfer Date occurred.

- Payment of the Relocation Allowance shall be made as soon as reasonably practicable after submission of an Option 1 or Option 2 application, but in no event later than the March 15th following the end of the calendar year in which the Transfer Date occurred.

- Payment of any additional Relocation Allowances shall be made on or as soon as reasonably practicable after the Transfer Date or anniversary of the Transfer Date, as applicable.

cba4/01475/2
b
09/17/2015

The parties agree that these modifications shall be effective as of December 31, 2012.

Very truly yours,

Bill Dirksen,
Executive Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01475/3
b
09/17/2015

~~November 3, 2007~~ XX/XX/XXX

Mr. ~~Bob King~~ Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: National Attendance Program

During the ~~2007~~ 2015 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. This program is outlined below.

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 ~~15~~ 60 minutes prior to the start of the shift.

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

cba4/01122/1
e
10/20/15

The Union expressed concern that unanticipated emergencies may occasionally arise beyond the control of employees. The Company agreed to allow employees to use EAA days after-the-fact provided the following conditions are met:

- The employee has the Excused Absence Allowance time available.
- The Excused Absence Allowance time is taken in increments of eight (8) hours. At Alternative Work Schedule locations, the Excused Absence Allowance time is taken in increments of one regular shift equivalent.
- The employee has no discipline for absenteeism on record at the time of absence.
- No more than two (2) Excused Absence Allowance days may be taken after-the-fact on the first or last regular work day of an employee's base work week schedule within a calendar year (i.e. "Bookend Days")
- 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.

Separate and apart from this conditional granting of EAA ~~time~~ days after-the-fact discussed above employees may continue to schedule EAA days in advance with their respective supervisor. Furthermore, employees who do not meet the condition of a clear absenteeism discipline record may seek approval for possible EAA time from their supervisors on an after-the-fact basis. The holiday pay qualifying provision pursuant to Article IX, Section 22(a)(3) will remain in effect and requests for EAA may be approved in line with Article IX, Section 25(c) of the UAW-Ford Collective Bargaining Agreement.

Rolling Measurement Period

The rolling measurement period will commence with the effective date of the National Attendance Program as established in the Implementation section of this letter.

cba4/01122/2
e
10/20/15

~~Initial Measurement Period~~

~~The initial measurement period is defined as a period of eighteen (18) months beginning with the effective date of this Agreement (extended by personal medical leaves).~~

~~Rolling Measurement Period~~

~~Discipline under the rolling measurement period depends on how many chargeable absences the employee had within the most recent eighteen (18) months. Thus, if an employee has a chargeable absence on July 25th of one year, the eighteen (18) month period would extend back to January 26th of the preceding year. Any discipline would depend on how many chargeable absences the employee had during this eighteen (18) month period. Each day the eighteen (18) month period rolls forward one day. The new day becomes part of the period - and one day of the preceding period drops off. The rolling measurement period begins once the initial measurement period has ended.~~

Chargeable Absences

Chargeable absences will include each day the employees' absence is coded AWOL ('A' Code) or Temporary Illness/Injury ('T' Code). Employees' absences of three or more consecutive days coded Unpaid Medical Days ('M' Code), except FMLA or Workers' Compensation approved absences, will result in two (2) chargeable absences. If Unicare provides Accident & Sickness Benefits and ~~the Company~~ approves a personal medical leave of absence, any unpaid M code days within the medical leave will not be counted as chargeable absences.

Each chargeable absence counts toward the accumulation of chargeable absences within the measurement period as defined below. Partial absence days will not be counted.

Table 1: Absence Progression

| **Employee Absence** | **Action** |
|---|---|
| ~~**Employee Absence**~~ | ~~**Action**~~ |
| 1st Absence | Employee Absence |
| 2nd Absence | Employee Absence |
| 3rd Absence | Employee Absence |
| 4th Absence | Employee Absence |
| **Attendance Discipline Penalty** | |
| **Chargeable Absence** | **Action** |
| 5th Absence | R & W + 1 Day |
| 6th Absence | R & W + 1~~Day~~ Week |
| 7th Absence | R & W + ~~1~~ 2 Weeks |

| | |
|---|---|
| 8th Absence | R & W + ~~2 Weeks~~ 1 Month |
| 9th Absence | ~~R & W + 1 Month~~ Termination |
| ~~10th Absence~~ | ~~Termination~~ |

Disciplinary Progression for ~~Chargeable Absenteeism~~ Employees **without** Attendance discipline on Record:

The rolling measurement period is defined as ~~eighteen (18)~~ twelve (12) months (extended by personal medical leaves of absence that occur during the rolling measurement period). This extension is defined as the time between the employee's last day of work and his/her effective return to work from each leave. ~~The rolling measurement period will be administered as follows:~~

The accumulation of chargeable absences within an employee's established measurement period upon the effective date of implementation of this program will be addressed through the appropriate progressive disciplinary process outlined in Table 1 ~~or Table 2. The four Employee Absences cited in Table 1 & 2 are considered non-discipline~~.

Employees with four (4) or fewer absences per Table 1 above will revert to zero (0) absences upon the implementation date of this program.

Rolling Measurement Period - Employees **without** Attendance Discipline on Record (Table 1):

Examples:

(Example 1) An employee has the first chargeable absence two months after the effective date of this Program. A review of ~~his/her~~ the employee's record reveals no additional chargeable absences. The absence will be considered the employee's 1st ~~Employee~~ Chargeable Absence under the Program per Table 1.

(Example 2) The same employee in Example 1 has two (2) subsequent chargeable absences (total of 3). These two chargeable absences will be considered the employee's ~~second~~ 2nd and ~~third~~ 3rd ~~Employee~~ Chargeable Absences under the Program per Table 1.

~~Rolling Measurement Period - All Employees (Table 1):~~

~~Examples~~

~~(Example 1-3) An employee has one (1) chargeable absence two (2) months after the start of the rolling measurement period. A review of~~

~~his/her record reveals no additional chargeable absences within the rolling measurement period. The absence will be considered the employee's 1st Employee Absence under the Program per Table 1.~~

(Example ~~2~~ 3) An employee incurs three (3) consecutive unpaid medical days (M code) after the start of the 12 month rolling measurement period. A review of ~~his/her~~ the employee's record reveals four (4) additional chargeable absences within the 12 month rolling measurement period. These three (3) unpaid medical days will be considered two (2) chargeable absences (total of 6). The employee will be assessed a penalty of R&W + ~~1 Day~~ 1 Week per Table 1.

~~Initial Measurement Period - Employees with Discipline for Absenteeism (Table 2):~~

~~At the start of the initial measurement period, an employee who has disciplinary action on record for absenteeism will be placed in a Modified Absence Progression outlined in Table 2. An employee will have chargeable absences addressed under Table 1 when all discipline for absenteeism drops off the record. However, chargeable absences incurred during the measurement period will transfer to Table 1.~~

~~Table 2: Modified Absence Progression w/ Discipline~~

| ~~Current Penalty~~ | ~~Employee Absences~~ | ~~5th Chg Absence*~~ | ~~6th Chg Absence*~~ | ~~7th Chg Absence*~~ | ~~8th Chg Absence*~~ | ~~9th Chg Absence*~~ |
|---|---|---|---|---|---|---|
| ~~R&W or LTOJ~~ | 4 | ~~R&W + 1 Day~~ | ~~R&W + 1 Week~~ | ~~R&W + 2 Weeks~~ | ~~R&W + 1 Month~~ | ~~Termination~~ |
| ~~R&W + BOS or R&W + 1 Day~~ | 4 | ~~R&W + 1 Week~~ | ~~R&W + 2 Weeks~~ | ~~R&W + 1 Month~~ | ~~Termination~~ | |
| ~~R&W + 3 days or R&W~~ | 4 | ~~R&W + 2 Weeks~~ | ~~R&W + 1 Month~~ | ~~Termination~~ | | |
| ~~R&W + 2 Weeks~~ | 4 | ~~R&W + 1 Month~~ | ~~Termination~~ | | | |
| ~~R&W + 1 Month~~ | 4 | ~~Termination~~ | | | | |

~~* Chg Absence = Chargeable Absence~~

~~Examples~~

Disciplinary Progression for Employees **with** Attendance Discipline Penalty on Record

Any employee with five (5) or more chargeable absences on record on or after the effective date of implementation of this Program will be considered in the Attendance Program and subject to the following:

cba4/01122/5
e
10/20/15

- Discipline progression is based on the most recent attendance discipline penalty on record regardless of the number of chargeable absences
- Discipline will remain on the employee's record for eighteen (18) months (extended by personal medical leaves of absence that occur during the period)
- Any additional attendance discipline within eighteen (18) months will progress from the most recent discipline penalty
    - Attendance discipline administered for a chargeable absence will be repeated if the employee has not had a chargeable absence for nine (9) months or greater from the most recent attendance discipline on record(extended by personal medical leaves of absence that occur during the period)

Conversion Table ~~2~~: ~~Modified Absence Progression w/ Discipline~~ Employees **with** Attendance Discipline on Record on the effective date of Implementation

| A | B | C |
|---|---|---|
| **2011 NAP-Last Attendance Discipline Penalty on Record** | **New Program - Attendance Discipline Penalty** | **Discipline Time - Length of Time Converted Penalty Remains on Record** |
| R&W | 4th Absence | 12 months less the number of days/months (A) has been on record |
| R&W + 1 Day | 4th Absence | 12 months less the number of days/months (A) has been on record |
| R&W + 1 Week | R&W + 1 Day | 18 months less the number of days/months (A) has been on record |
| R&W + 2 Weeks | R&W + 1 Week | 18 months less the number of days/months (A) has been on record |
| R&W + 1 Month | R&W + 2 Weeks | 18 months less the |

| | | |
|---|---|---|
| | | number of days/months (A) has been on record |

Attendance Discipline Penalty - Examples:

(Example 1 - Implementation) An employee incurs a 6th chargeable absence on November 1st, 2015 and is issued a discipline penalty of R&W + 1 Day per the 2011 National Attendance Program. On January 4th, 2016, (implementation date of the new program) the same employee's most recent attendance discipline on record will convert from R&W + 1 Day to the employee's 4th chargeable absences. The 4th chargeable absence will stay on record until November 1st, 2016. If the employee has another chargeable absence between the implementation date and November 1st, 2016 he/she would be issued an R&W + 1 Day per table 1, which will remain on record for 18 months (extended by personal medical leaves of absence that occur during the period).

(Example 2) An employee incurs a 5th chargeable absence on July 25th, 2016, and is disciplined R&W + 1 Day per Table 1. The discipline penalty will remain on the employee's record for an eighteen (18) month period or until January 26th, 2018 (extended by personal medical leaves of absence that occur during the period).

(Example 3) The same employee has another chargeable absence on April 26th, 2017. This is the employee's next chargeable absence which would progress the employee's discipline to R&W + 1 Week per Table 1. However, because the employee has not had a chargeable absence for nine (9) months or greater, the discipline will be repeated (R&W + 1 Day). The new discipline penalty (R&W + 1 Day) will remain on the employee's record for an eighteen (18) month period (extended by personal medical leaves of absence that occur during the period).

~~(Example 1) An employee has an R&W + 2 Week penalty on record issued December 1, 2006 and expiring June 1, 2008. The employee incurs four (4) chargeable absences between the implementation of the Program and April 5, 2008. On August 1, 2008, the employee incurs his 5th chargeable absence. A review of the employee's record shows that the employee's R&W + 2 Week penalty dropped off. Consequently, the five (5) chargeable absences transfer to Table 1 and the August 1, 2008 chargeable absence is assessed as an R&W Absence per Table 1.~~

~~(Example 2) Upon implementation of the initial measurement period, an employee has a penalty of R&W for absenteeism on his/her record. The employee subsequently experiences his/her first two (2) chargeable~~

~~absences. These two (2) chargeable absences will be considered the 1st and 2nd Employee Absences under the Program per Table 2. There will be no discipline assessed for absenteeism.~~

~~(Example 3) The same employee in Example 2 subsequently experiences three (3) chargeable absences (total of 5) within the initial measurement period. The employee will be assessed a penalty of R&W + 1 Day, per Table 2.~~

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 disciplinary penalties identified in Table 1 ~~or Table 2~~, regardless of the number of chargeable absences that progressed the discipline for absenteeism to an R&W + 1 month penalty.

The parties will strongly encourage ~~the~~ such employees to consider use of the UAW-Ford ESSP Joint Program if such assistance may improve attendance.

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 Monday, January ~~7, 2008~~ 4, 2016.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01122/8
e
10/20/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: National Heat Stress Program

Heat Stress is an important issue affecting the health and safety of our employees. The parties reaffirm commitment to the National Heat Stress Program developed by the National Joint Committee on Health and Safety.

Further, this letter reaffirms the Letter of Understanding dated October 9, 1999 titled Company Heat Stress Program and provisions in Appendix S UAW-Ford Memorandum of Understanding for the Health and Safety of Employees regarding heat stress.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

10-19-15
JW
MB
RM
SC

cba4/01492
a
09/30/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: NESC PIN Authentication Process

During these negotiations, the Union expressed concern with the process through which participants receiving a pension, calling into the National Employees Service Center (NESC), authenticate their identity. The parties agreed that they would study present procedures and protocols for those participants authenticating into the system and assess whether any changes could be made to existing procedures without increasing risks to participants. The parties will jointly consider the administrative and financial feasibility of potential changes. If the parties mutually agree on new or alternative procedures, the changes will be implemented as soon as practicable.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01474
b
09/23/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: New Legal Services Plan Assets

During these negotiations, the parties agreed that, notwithstanding anything to the contrary in paragraph 4 of the Memorandum of Understanding regarding the Legal Services Plan Benefit ("New LSP"), dated XX/XX/XXXX, the governing documents of the New LSP shall permit the assets of the New LSP to be used to pay benefit obligations attributable to employees or former employees of any contributing employer to the New LSP in order to assure the creation of a multiemployer plan and the recognition of the appropriate financial, accounting, tax, and legal treatment.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

BJS

cba4/01491
a
11/04/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: New Procedure Process for Traditional Hourly National Preferred Provider Organization and Blue Preferred Plus PPO Programs Changes

Presently, as agreed to by the Company and Union in October 1999, mutual agreement is required for inclusion under the surgical-medical provisions of the Hourly National PPO and Blue Preferred Plus PPO plans of all new procedures or substituted procedures proposed by ~~Blue Cross Blue Shield of Michigan (BCBSM) as~~ the Control Plan. We also agreed that the approval process would be reviewed with the intent of continuously improving the implementation process of new procedures.

The parties have agreed to implement the following changes to the existing new procedure implementation process effective January 1, 2010 for hourly employees and their eligible dependents:

- Automatic implementation of new procedures based on ~~Blue Cross Blue Shield of Michigan's (BCBSM's)~~the Control Plan's book of business effective date, providing the cost for the new procedure is at or below $0.015 per contract per month (PCPM) unless Ford's written denial is received within 20 days of the receipt of the ~~BCBSM the~~ Control Plan's recommendation

- New procedures exceeding the $0.015 PCPM cost will require mutual approval and authorization to ~~BCBSM~~ the Control Plan prior to implementation

For all procedures, the Control Plan ~~(BCBSM)~~ will continue to supply the Company and the Union, not less than thirty (30) days prior to the proposed effective date, with the comprehensive recommendation documentation that includes the applicable medical policy back-up and reflects the policy that has been established for the ~~BCBSM~~Control Plan's book of business. ~~BCBSM, as~~ The Control Plan, will ~~continue to~~ instruct the participating ~~BCBS~~ ~~P~~plans of updates to the covered procedures. Ford will continue to advise any other non-~~BCBS~~Control Plan carriers of new procedures approved as applicable.

cba4/01340/1
b
10/12/15

The parties also agree to continue to review the process for adoption and implementation of new procedures and technology, with an emphasis on assuring appropriate utilization and cost effective delivery.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~

~~Concur: Jimmy Settles~~

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

BJS

JAK

cba4/01340/2
b
10/12/15



10/16/15

XX/XX/XXXX

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

cba4/01475
b
10/02/15

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: Notification of ETAP Benefits to a Surviving Spouse

This will confirm the understanding reached during the present negotiations that a spouse or next of kin of an employee who dies while on the active rolls will be notified of Education and Training Assistance Plan (ETAP) benefits available to a spouse or dependent child(ren). A notification process will be developed together with the National Employee Services Center (NESC), who has primary responsibility for notifying a spouse or next of kin, of benefits they can utilize.

The notification process will include the mailing of general ETAP benefit information by the NESC upon notification of the employee's death and subsequent contact by the ETAP Office, National Programs Center, to provide specific tuition benefit eligibility information.

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,

JAMES TUCKER, JR., Director
Joint Programs
Labor Affairs

Concur: Ron Gettelfinger

cba4/00743
a
09/30/15

~~November 3, 2007~~ XX/XX/XXXX

~~Mr. Bob King~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Notification of Intent to Hire Temporary Part-Time (TPT) Employees

During these negotiations, the parties discussed problems that have arisen at certain locations with respect to hiring and scheduling of Temporary Part-Time (TPT) employees (employees normally scheduled to work any ~~two~~ three days per week as provided for in Appendix K).

A procedure for notifying the National Ford Department when TPTs are to be hired has been established:

- Following notification to the Local Union, the Division Labor Relations Office will be responsible for notifying the respective National Ford Department Servicing Representative and a Job Security and Sourcing Representative, in advance of hiring TPTs.

- As part of the notification process, the National Ford Department will be advised of the operational need for TPTs, the number of TPTs required, and the expected length of the assignment.

- Requests for Temporary Part-Time employees shall be ~~made in writing to~~ approved by the National Parties ~~for mutual approval~~.

cba4/00053/1
a
10/31/15

The Company reaffirmed that these TPT employees are not to be employed to avoid hiring to fill permanent positions. The Company will suspend the use of TPT employees in accordance with this agreement at any location where the National Parties determine the location is using these TPT employees to avoid hiring to fill permanent positions.

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: _____
Jimmy Settles

cba4/00053/2
a
10/31/15

~~October 4, 2011~~

xx/xx/xxxx

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Onsite Flu Shot Program

During these 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.

To that end, the Company will continue to make flu shots available annually throughout the term of the ~~2011~~ 2015 Agreement with an on-site program at each Company location, unless otherwise agreed upon by both parties. The Company and Union may also agree upon additional locations, where administratively feasible. The program for the on-site flu shots will be administered by a third party vendor and at no cost to the employee. ~~Employees must be enrolled under a Ford Health Care Plan in order to be eligible to participate at no cost.~~ All active employees and/or employees on approved leave are eligible to participate in the on-site flu shot program.

As soon as practicable after these negotiations, the Company and the UAW, through the ESSP Program, will make arrangements to implement such a flu shot program for employees who wish to participate.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

JAK 9/14/15
9/14/15
BS

cba4/01362
d
09/12/15

~~October 4, 2011~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Optional Life Insurance Plans - Special Enrollment Periods ~~2012, 2013, 2014~~ 2016, 2017, 2018, and ~~2015~~ 2019

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 ~~2012, 2013, 2014~~ 2016, 2017, 2018, and ~~2015~~2019 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.

cba4/00096/1
c
09/21/15

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.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00096/2
c
09/21/15

~~November 3, 2007~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. King:~~

Dear Mr. Settles:

Subject: Optional ~~Employee Paid Extended~~Long Term Disability (OLTD) Program ~~Coverage~~

During these negotiations, the Company and Union discussed the ~~importance of offering an optional, fully employee-paid long-term disability benefit p~~OLTD Program ~~for low seniority employees~~. Employees ~~would~~ pay the full cost of any such program. ~~Company involvement with the program shall be limited to providing for payroll deduction of the monthly premiums required of employees who participate in the long term disability program~~. Continued offering of the ~~Implementation of an Optional~~ OLTD~~Disability~~ Program ~~will~~ 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' agree to explore the availability and viability of an annual open enrollment for the OLTD Program, subject to agreement by the Insurer (UniCare). ~~such a program at a future date to be mutually determined.~~

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~

cba4/01043/1
c
09/23/15

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

~~Concur: Bob King~~

cba4/01043/2
c
09/23/15

~~October 9, 1999~~ XX/XX/XXXX

~~Mr. Ron Gettelfinger~~ Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gettelfinger~~ Settles:

Subject: Outside Contracting

During these negotiations, the Company and the Union discussed the provisions of Article IV, Section 8, Job Security and Outside Contracting, of the Collective Bargaining Agreement and associated letters, from the 1949 Bugas/Reuther letter forward, concerning the topic of outside contracting. The Union expressed its concern that the Company is not adhering to the intent of the present contractual commitments, thereby affecting the job security of UAW-represented employees. Accordingly, this letter serves to clarify and reaffirm our joint understanding regarding various procedures with respect to Advance Notification, Full Utilization, and Warranty and Service Contracts.

Advance Notification

The advance notification procedure and the establishment of regular outside contracting reviews, as provided for in the Letter of Understanding entitled Outside Contracting Reviews dated September 15, 1993 is key to ensuring that a proper review of all relevant outside contracting issues has been considered. This process provides for among other considerations that advance discussion, except where "time and circumstances" prevent it, will take place prior to a Company decision to let a particular contract (i.e., before any decision has been made as to whether the work should be contracted out). Accordingly, the parties have reaffirmed and agreed that:

1. The Company will provide advance written notification to the Union of its intent to let an outside contract and discuss in detail the nature, scope, and approximate dates of the work to be performed and the rationale (specialized equipment, peculiar skills possessed by the vendor's personnel, other economies, etc.) in accordance with the conditions and limitations set forth and referenced in the Letter of Understanding entitled Maintenance and Construction Work dated January 20, 1949.

   The parties acknowledge there are legitimate reasons, such as emergencies, where the time and other circumstances

prevent the required advance discussions with the Union prior to work being contracted out; however, absent legitimate reasons, the aforementioned provisions will not be used by Management solely to circumvent the contractual requirements relating to outside contracting notification.

2. The continuation of regular review meetings at the local level shall remain the appropriate forum for the parties to discuss contemplated outside contracting projects. This review process has generally been effective in resolving the vast majority of outside contracting issues since the inception of the review process in 1993. The parties agreed that the outside contracting clearing procedure outlined in the Letter of Understanding entitled Advance Notice of Outside Contracting and Effective Clearing Procedure dated October 4, 1979, will be adopted in all locations where a mutually acceptable clearance procedure does not now exist.

   In addition, it is understood and agreed that support organizations outside of the local level review meetings' (i.e. Division Manufacturing Engineering, Ford Land & MP&L) will review, with the local Manufacturing/Plant Engineering Manager on a quarterly basis, any upcoming projects that could affect the location. Such meetings will be coordinated by the appropriate division Labor Affairs representative.

   In order to address the concerns of the Union, the importance of the requirement of holding "advance discussions" before work is contracted out will be communicated to the appropriate parties at each location. In the event a Local Union experiences continued problems in this regard, the matter may be referred to the National Ford Department of the International Union, which may then raise it with the appropriate Division Labor Relations Manager.

3. In response to the information provided to the Union by the Company during the Outside Contracting Review Meeting, the Union will then furnish the Company with a written response commenting on the Company's plans in order to provide an opportunity for Management to give appropriate consideration to the response in light of all attendant circumstances.

Full Utilization

During our discussions regarding outside contracting, the utilization of Ford skilled trades employees has been a matter of mutual concern. The definition of full utilization is addressed

in the Letter of Understanding entitled Outside Contracting Reviews dated September 15, 1993. The parties agreed that the appropriate forum in which to address this issue is at the local level, in conjunction with the outside contracting review process. It was indicated that the definition of full utilization will vary from location to location, dependent on the circumstances of each contract, including the number of outside skilled trades personnel involved, the number of hours allocated to the project, and the extent to which outside contractors are contemplated for utilization on weekend work.

In these negotiations, the parties agreed additional consideration may bear on the definition of full utilization such as:

1. Whether the contractor will perform work on overtime during the workweek, and/or on a weekend.

2, Whether plant skilled trades forces are on layoff ~~or in protected employee status (GEN).~~

3. Necessity for specialized equipment and/or contractor work skill sets or competencies that the Company may not possess.

4. The percentage of affected trades to be assigned work along with the contemplated contractor.

5. The requisite number of plant skilled trades employees available and/or willing to work overtime during the workweek and/or weekend which may be required to complete the project under review, consistent with cost and training parameters. The parties agree the definition of "full utilization" may not necessarily be limited to working five (5) days per week, eight (8) hours per day but, also is not necessarily seven (7) days per week, twelve (12) hours per day but may extend to daily, weekend, and other overtime periods, when outside contractors are on the plant premises and performing work customarily and historically performed by UAW bargaining unit personnel.

Any alleged abuses of the aforementioned may be referred to the UAW, National Ford Department and the appropriate Division Labor Relations Manager.

Although no one of these considerations is necessarily controlling, each may be instrumental in assisting the parties to determine whether the skilled trades workforce is fully utilized, as that concept relates to the decision to use an outside contractor.

Warranty and Service Contracts

The Letter of Understanding entitled Contracting of Work dated October 14, 1984, acknowledged the Union's concern that purchased maintenance service on leased equipment and extended warranty arrangements or service contracts impact the job security of seniority skilled trades employees. The provisions of that letter do not apply to arrangements that extend beyond those customarily provided or the obtaining of service contracts. Rather, the letter provides that warranty arrangements that extend beyond those customarily provided or the obtaining of service contracts normally and historically performed by UAW-represented skilled trades employees are to be considered in the same manner as contracts for the performance of maintenance work in accordance with Article IV, Section 8, of the Master Agreement.

In these negotiations, the parties discussed at length the problems associated with the use of warranty and service contracts. The Company assured the Union that it has no plans to depart from its general operating practice of placing primary reliance on its own skilled trades workforce to perform the day-to-day maintenance work historically and routinely performed in the plants, once the warranted equipment is released for production.

In order to remain competitive on a global basis, the Company must be able to utilize warranty arrangements and/or service contracts ordinarily provided by the vendor. Proposals for extended service or warranty contracts beyond those customarily provided by the vendor will be reviewed with the Union in the same manner as contracts for the performance of maintenance work in accordance with the provisions of Article IV, Section 8, of the Master Agreement.

To further address the Union's concerns, it is agreed that any time a supplier visits a facility to perform warranty or service agreement work, as provided In the purchase agreement between the parties, the Union will be notified and an employee on that shift with the appropriate skilled trades classification will be assigned with the supplier. Additionally, in the event other employees from the same supplier are performing different warranty or service agreement work in other areas of the plant, an employee with an appropriate skilled trades classification will be assigned with the supplier.

Where the Company or Union consider particular warranty arrangement or service contracts to be of concern, the parties agree to discuss such matters through the local outside contracting review procedure with the goal of improving the employment opportunities of potentially affected employees

without compromising operational flexibility and related cost efficiencies.

Checklist

In an effort to ensure all relevant considerations have been reviewed by the Company and Union prior to letting a contract for the performance of skilled maintenance and construction work, the parties have prepared a Checklist (Exhibit) to guide the local review of potential outside contracting matters. It is expected that locations which do not now have an effective advance notification process in place will use the Checklist in advance discussions with local unions. For locations that do have an effective notification procedure, the Checklist should be incorporated in the procedure. Each party should sign the Checklist, acknowledging such a review has occurred. The Checklist should be utilized as a planning tool to ensure that those relevant factors related to outside contracting are considered fully prior to a decision to let a contract involving skilled maintenance and construction work to an outside contractor.

The parties agree to include appropriate language on the Checklist to indicate failure to comply with the provisions of the Collective Bargaining Agreement with respect to outside contracting could result in a grievance protesting the contemplated outside contract, including a possible strikeable issue grievance.

~~Very truly yours,~~

~~DENNIS J. CIRBES, Director~~
~~U. S. Union Affairs Office~~
~~Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Ron Gettelfinger~~

Concur: _____
Jimmy Settles

cba4/00462/5
b
09/09/15

Attachment

EXHIBIT

**OUTSIDE CONTRACTING CHECKLIST**

(Factors To Be Considered Prior To Letting an Outside Contract for Skilled Maintenance and Construction Work)

During the 1996 negotiations, the Company and the Union discussed the provisions of Article IV, Section 8 of the Collective Bargaining Agreement and associated Letters of Understanding concerning the topics of Outside Contracting, Full Utilization, and Warranty and Service Contracts.

The following Outside Contracting Checklist has been developed and agreed to by the parties for use at U.S. plant locations as a planning tool to ensure that relevant factors related to Outside Contracting are fully considered prior to a contract being let to an outside contractor. The parties urge the adoption of this Checklist in all locations.

| Advance Notification and Clearance Procedure | |
|---|---|
| Please place a "□" in the "Fully Considered" column after each factor is considered. | Fully Considered |
| (1) Provide the Union with advance notification in the form of a written labor clearance prior to letting such a contract (except where time and circumstances prevent it). | |
| a. Describe the projects general nature and scope | |
| b. Indicate the estimated trades and manpower that are required. | |
| c. Provide the approximate dates within which the work is expected to be performed. | |
| d. State why the services of an outside contractor are being contemplated. | |

| Advance Notification and Clearance Procedure | |
|---|---|
| Please place a "□" in the "Fully Considered" column after each factor is considered. | Fully Considered |

| | |
|---|---|
| (2) Satisfy the conditions and limitations as set forth in the Letter of Understanding dated January 20, 1949 (Bugas Letter). | |
| a. Are peculiar skills involved? | |
| b. Is specialized equipment not available to Ford required? | |
| c. Are there other reasons, such as economies of scale, which can be realized because specialized contractors can better perform the work in question? | |
| d. Does the volume of construction work preclude the possibility of its completion within the time limits set forth by the Company? | |
| (3) Afford the Union an opportunity to comment on the Company's plans. | |
| (4) Consider the Union's comments in light of all attendant circumstances and give appropriate weight to those comments. | |
| (5) Plant Engineering Department to evaluate the ability of local plant forces to handle the given project. | |
| (6) If Plant Engineering decides it is unable to perform the work in question, advise the local Union and if the Union so requests, a meeting will be arranged by the Plant Human Resources Manager for the purpose of further advance discussion with the Union as to why plant forces cannot perform | |

| Advance Notification and Clearance Procedure | |
|---|---|
| Please place a "☐" in the "Fully Considered" column after each factor is considered. | Fully Considered |
| a. Provide the Union with a memorandum concerning the results of the meeting. | |
| b. If part of the project is to be performed by Ford forces, identify that portion in the memorandum. | |

| Full Utilization | |
|---|---|
| Please place a "☐" in the "Fully Considered" column after each factor is considered. | Fully Considered |
| (7) Indicate if the contemplated contractor will be performing the work on straight time vs. overtime. | |
| (8) Determine whether the contemplated work will be accomplished during the workweek or on the weekend. | |
| (9) Identify any plant skilled trades forces on layoff ~~or in the GEN program who could be utilized.~~ | |
| (10) State if there are any specialized work skill competencies that the contemplated contractor personnel possess that Company forces do not. | |
| (11) Indicate the number of outside contractor personnel involved in the project. | |
| (12) Determine number of skilled trades employees available/willing to work O/T required to complete project, consistent with cost and training parameters. | |

| Full Utilization | |
|---|---|
| Please place a "✓" in the "Fully Considered" column after each factor is considered. | Fully Considered |
| (13) Determine whether affected trades will be working weekend overtime. | |
| (14) Estimate the percentage of affected trades to be assigned work alongside the contemplated contractor. | |
| (15) Assess whether a Skilled Trades Project Coordinator may be appropriate to oversee the contemplated project. | |

| Warranty and Service Contracts | |
|---|---|
| Please place a "✓" in the "Fully Considered" column after each factor is considered. | Fully Considered |
| (16) State whether a warranty has been provided in association with the purchase of equipment and indicate if the length of the warranty offered by the vendor is of standard duration as customarily provided to all customers. | |
| (17) If extended warranty arrangements from the vendor are contemplated, notify the Union of the rationale for the extended warranty, if such arrangements cover work normally and historically performed by represented skilled trades employees. | |
| (18) If a service contract is contemplated, consider the service contract proposal in the same manner as contracts for the performance of skilled maintenance work normally and historically performed by represented skilled trades employees. | |

Failure to comply with the provisions of the Collective Bargaining Agreement with respect to outside contracting could result in a grievance protesting the contemplated outside contract, including a possible strikeable issue grievance.

The local union may bring this matter to the attention of the appropriate Operations Labor Relations Office and the UAW National Ford Department.

Acknowledged:

Company Representative Date:

Union Representative Date:

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Overtime Notification

During these negotiations, the parties discussed the difficulties that arise in employee's personal lives when they are not notified of pre-scheduled mandatory weekend shifts/crews. The Company will make every reasonable effort to notify employees seven days in advance of mandatory weekend shifts/crews with the understanding that there may be situations that arise in which the notification may be delayed. The Company will be exempt from this notification as it relates to Appendix H, Part A, Section 7 as well as the last month of the respective quarter.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01457
b
09/09/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Pay Adjustments

During these negotiations, the parties discussed the issue of pay adjustments. 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 develop ~~a~~ Single Point Lessons (SPLs) regarding pay adjustment prevention, pay adjustments (in the event of a pay shortage). ~~This~~These SPLs will be shared with all personnel who input hours to pay employees on a periodic basis. The 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.

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~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

cba4/01363/2
b
09/11/15

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01363/3
b
09/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Pay Shortages

This letter serves to confirm our understanding concerning the procedure for correcting pay shortages in excess of four (4) hours. Upon employee request, pay shortages may be processed either as a separate payment or as part of the regular payroll tax process. The payment will be prepared with the employees normal deductions and processed via direct deposit or pay card.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01510
c
11/05/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Pension Benefits for Certain Participants with Same-Sex Spouses

During these negotiations, the parties discussed the recent U.S. Supreme Court decision that struck down as unconstitutional the provision of the Defense of Marriage Act ("DOMA") which had provided that for Federal law purposes the terms "marriage" and "spouse" were exclusive to legally married heterosexual couples.

In the event that a retiree with a same-sex spouse elected a Contingent Annuitant Option under Article XXII of the Ford-UAW Retirement Plan in order to provide survivor benefits for a contingent annuitant who, either was not the retiree's spouse or was not recognized by the Company as the retiree's spouse as of the date of such election, and to whom the retiree is now married, such retiree or, if deceased, such retiree's spouse, may elect a 65% Surviving Spouse Option by making application on a form approved by the Company during a one-time twelve month window period to be implemented by the Company as soon as administratively practicable following receipt of approval of such window by the Internal Revenue Service.

Such application will be approved by the Company if it is accompanied by proof satisfactory to the Company that the retiree was legally married to his or her spouse as of the date of the application and that they had been married at least one year.

Upon approval of the application, the retiree's spouse will be treated as the Surviving Spouse for all purposes under the Plan as of the date of the marriage between the retiree and the current contingent annuitant or the date of the U.S. Supreme Court decision referenced above (June 26, 2013), whichever is later.

Any adjustments to the benefit previously paid from the Plan resulting from this change shall be calculated and applied as soon as administratively practicable after the application is approved, and any refund shall be paid to the retiree in a single sum.

cba4/01466/1
d
11/05/15

The Company shall submit a request for Internal Revenue Service approval of the window described herein by July 1, 2016; provided, however, in the event the Company is unable to meet that timeframe, the Company shall notify the Union.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

RW
MD
BJS

cba4/01466/2
d'
11/05/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Personal Development Assistance

During the 2011 negotiations, the parties discussed Personal Development Assistance funding. While the present level of available EDTP funding does not allow for the wide scale offering of such a program as in the past, the parties agreed that certain situations deserve consideration. As such, certain career related courses for employees affected by plant closings or other major capacity restructuring events and job related courses for active employees may be submitted to the Joint Governing Body for review.

In addition, the parties discussed the rapidly changing technological and educational environment and the ongoing impact of these changes on educational opportunities for our workforce. It was agreed that the parties would also consider job related courses in the areas of technical skills, communication skills, and computer application courses that may prepare active employees for future job opportunities. As stated above, requests are subject to Joint Governing Body review and approval.

The UAW-Ford National Programs Center will create a process to expedite these approvals when necessary. The Joint Governing Body has the authority and discretion to interpret the terms of this funding, 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 letter.

Very truly yours,

JACK HALVERSON, Manager
Union Relations

Concur: Jimmy Settles

cba4/01126
a
09/30/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Pharmaceutical Company Drug Promotions

During these negotiations, the Company and the Union discussed the issue of rising prescription drug costs and the efforts of major pharmaceutical companies to increase the use of high cost prescription drugs through a variety of promotional programs. Both parties expressed concern that the widespread practice of providing sample medications and various promotional incentives to providers has most likely had an adverse impact on drug costs by encouraging physicians to prescribe drugs that may not be the best value for patients or the health care plans that provide prescription drug coverage.

The Company and the Union agreed to work jointly with the various health care plans offered to Ford employees to assist them in developing professional standards that would minimize the influence that pharmaceutical company representatives may have on network physicians. The Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program will meet as soon as practical to develop such performance standards and will jointly determine the specific course of action to be taken.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

cba4/01083
a
09/13/15

~~October 7, 1990~~ XX/XX/XXXX

Mr. ~~Ernest Lofton~~ Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Lofton~~ Settles:

Subject: Placement on Apprentice Eligibility Lists Following Transfer

During 1990 negotiations, the parties discussed certain administrative practices of the Joint Apprenticeship Committee (JAC) concerning situations in which the JAC has approved an employee's request to transfer from the apprenticeship eligibility list of one seniority unit to another. (The employee's transfer between seniority units must be in accordance with the Collective Bargaining Agreement between Ford Motor Company and the Union including Memoranda of Understanding and/or Article 15(g) and (h) of the Apprenticeship Standards.)

- ~~If the employee's present facility has tested apprentice applicants since the transferred employee was tested, then the employee's name is to be placed on the apprentice eligibility list of the employee's present facility following the name of the last applicant on that facility's eligibility list.~~

- ~~If the employee's present facility has not tested apprentice applicants since the transferred employee was tested, then the employee's name is to be placed on the apprentice eligibility list of the employee's present facility but only after that facility conducts the next apprentice selection testing session. At that time, the employee's name shall be placed on the list following the name of the last applicant placed on that list as a result of this latest testing. Alternatively, the employee may elect to retake the selection test battery with the latest test- taking group and be placed on the eligibility list of the employee's present facility on the basis of results from that retesting. If one or more of the employee's previous trade preferences are not available at the present facility, the employee may be given three trade preferences applicable to the present facility.~~

cba4/00270/1
b
09/11/15

Employees that are transferring their basic unit in-zone, taking a regular moving 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 bottom of the new unit's apprentice eligibility list.

Employees that transfer units following provisions of the Enhanced Relocation process will have their apprentice eligibility list placement transferred to the new unit on the date of transfer and will be placed on the bottom of the unit's apprentice eligibility list.

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.

- 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 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,~~

~~ERNEST J. SAVOIE, Director~~
~~Employee Development Office~~
~~Employee Relations Staff~~
Very truly yours,

Stacey Allerton,

cba4/00270/2
b
09/11/15

Director
U.S. Labor Affairs

~~Concur: Ernest Lofton~~

Concur: _____
Jimmy Settles

cba4/00270/3
b
09/11/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Placement Opportunities for Ford Employees Working at ACH-LLC Locations

During these negotiations, the parties discussed placement opportunities for Ford employees working at ACH-LLC locations. Based on these discussions, the following agreements were reached:

- Ford employees working at Ford Motor Company locations will not be surveyed for job openings at ACH-LLC locations.

- For purposes of preferential placement, Ford employees working at ACH-LLC locations will be administered in accordance with Appendix N and associated letters of understanding.

- Ford Motor Company has no obligation to replace attrition at ACH-LLC locations.

None of the procedures associated with the above agreements are subject to the Grievance Procedure (Article VII of the Collective Bargaining Agreement). The parties will meet periodically to resolve issues arising under the Job Security Program as it relates to Ford employees working at ACH-LLC locations.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

9/13/15
cba4/01254
a
09/11/15

~~October 4, 2011~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Plant Closing and Sale Moratorium

During the ~~2011~~ 2015 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, 2015~~, XX/XX/XXXX 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 ~~and~~ 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.

Very truly yours,

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00059
a
11/04/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Potential Annuity Forms of Benefit under TESPHE

During these negotiations, the Union expressed an interest in exploring the addition of optional annuity forms of benefit under the Tax-Efficient Savings Plan for Hourly Employees ("TESPHE"). The Company expressed serious legal concerns at this time with respect to adding optional annuity forms of benefits to the TESPHE due to the continuing emergence and resulting uncertainty of Federal regulatory guidance regarding such forms of benefit. As a result, the Company agreed to monitor future legal developments and to assess whether such developments adequately address its concerns. If the Company determines its concerns are adequately addressed, the parties will hold further discussions in the future regarding making such forms of benefit available to TESPHE participants. If the parties mutually agree on additional forms of benefit to be added to the TESPHE, the Group Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties' mutual agreement.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01460
b
09/16/15

9.22.15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Prescription Drug Program Pharmacy Committee - UAW/Ford Drug Coverage Review Process for Employees and Surviving Spouses

During these negotiations, the parties discussed the safety, efficacy and cost-effectiveness of prescription drugs covered under the H-S-M-D-D-V and self-funded Preferred Provider Organizations (PPOs) Prescription Drug Program. The parties agree that many new drugs may exhibit little if any improved therapeutic effect or enhanced safety when compared to existing treatments. In order to promote safety, efficacy and cost-effectiveness, the parties mutually agreed to implement a Pharmacy Committee, consisting of the members of the Company-Union Committee specified in Section 12 of the H-S-M-D-D-V Program.

The parties further agreed the Company-Union Committee will rely upon the clinical expertise of the mutually agreed upon Pharmacy Benefit Manager (PBM). As required, ~~T~~the Company-Union Committee ~~has adopted~~will utilize a ~~UAW/3-Company~~ Drug Coverage Review Process to ensure the management tools are clinically appropriate and functioning as expected. The parties may reject the PBM's updates upon mutual agreement. ~~based on the following criteria for decision making: safety, efficacy, appropriateness and cost effectiveness.~~ Decision (action) options for drug coverage treatment approaches are:

- Include as covered with no management provisions;
- Include and monitor (with evaluation but no immediate intervention);
- Include with pharmacy management tool application (e.g., step therapy, prior authorization, quantity, dose and time limits, and others as agreed upon); or Exclude

FDA-approved drugs allowable under benefit design, but not selected for coverage review, are covered unless agreed upon by the parties.

cha4/01098/1
d
11/04/15

~~The parties will discuss possible changes to the process used to evaluate Pharmacy Quality and Safety Components.~~

The PBM will be ~~encouraged~~required to ~~advance proposals to the parties for consideration, including~~provide a detailed explanation and rationale, consistent with industry practice, for each ~~proposal~~update to the standard management tools. The parties agree to review these ~~proposals~~ details as needed, but no less than ~~quarterly~~ semi-annually. ~~and implement as soon as practicable upon mutual agreement.~~

~~By the end of 2012, the parties will review the evaluation process and determine if there is any further need for an independent pharmacy consultant.~~ A qualified third party consultant will be selected by mutual agreement to provide an independent opinion, as needed, regarding updates to the standard set of pharmacy management tools. The consultant will be selected as soon as practicable but no later than second quarter 2016.

Very truly yours,

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

DJS

JAK

cba4/01098/2
d
11/04/15

T.W. 11/4/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Prescription Drug Program Pharmacy Management ~~Tools~~

During these and previous negotiations (as well as during the negotiations which resulted in the 2005 Memorandum of Understanding), the parties discussed the quality, delivery, safety, efficacy and cost-effectiveness of the H-S-M-D-D-V and self-funded Preferred Provider Organizations (PPOs) Pharmacy Programs. The parties concluded that there are opportunities for improvement in these areas within the Prescription Drug Programs. As a result, ~~as soon as practical after these negotiations,~~ the following changes (for eligible employees and surviving spouses) to these Programs through the Pharmacy Benefit Manager (PBM) will be, or have been, implemented:

- Pharmacy Network - the parties will review, with the PBM, the effectiveness of narrowing the retail pharmacy network while maintaining adequate enrollee access.

- The Company-Union Committee implemented pharmacy management tool (PMT) edits. ~~as described in the attachment.~~ These tools are designed to improve quality of care while reducing costs by encouraging prescribing, dispensing, and use of drugs consistent with accepted standards of care.

- ~~The safety related RX Tools presented to the UAW in January 2011 will be implemented as soon as practicable.~~ The parties have agreed that~~, once implemented,~~ the carrier will provide the Company-Union Joint Committee a regular (minimum of quarterly, or as needed) review of the overall program operations and member concerns and make recommendations for improvement.

  ~~The parties have agreed to jointly revise the programs when problems arise and modifications are necessary.~~

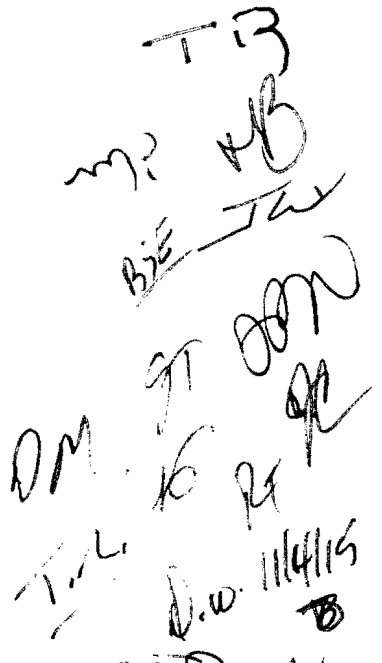
  ~~The parties agree that oversight of these components will be under the Company-Union Committee. Rx tool~~

cba4/01099/1
C'
11/04/15

~~proposals will be reviewed on a quarterly basis and, upon mutual agreement, implemented as soon as practicable. The review process for safety-related Rx tools will be expedited to ensure agreed upon tools are implemented quickly to protect the enrollees.~~

The ~~H-S-M-D-D-V~~Company-Union Committee will evaluate additional PMTs on an ongoing basis, which may be implemented upon mutual agreement. PMTs include, but are not limited, to:

- Prior Authorization (PA) Program.
    - Various Dispensing Protocols to encourage appropriate utilization and promote safety.
    - Dose optimization protocols,
    - Dispensing quantity protocols,
    - Quantity-duration protocols,
    - Dose-duration protocols, and
    - Standard exclusions: drugs used exclusively for cosmetic or experimental uses, over-the-counter drugs.
- Drug Utilization Review (DUR) to determine whether patients receive appropriate drug therapy as measured against generally accepted pharmaceutical practices. DUR includes:
    - Drug-disease conflicts;
    - Drug-drug interactions;
    - Allergy alerts;
    - Therapeutic duplicates;
    - Early refills;
    - Age/gender prescription conflicts;
    - Over-utilization;
    - Under-utilization; and



- Quantity limits.

- Step Therapy.

- The ~~H-S-M-D-D-V~~Company-Union Committee will continue to meet regularly to review additional opportunities to encourage the use of preferred drugs.

- RationalMed is a patient safety program which identifies patients at risk for possible adverse pharmacy treatment outcomes, communicates the potential risks to treating physicians and provides information to support therapy decisions. The program uses combined drug and medical data to enable safer use of medications, and identify high utilization that increases the quality of patient care and decreases avoidable hospitalizations. The goals are safer patient care and better pharmacy value. Effective January 1, 2008, the Company will pay for the ongoing RationalMed costs as described in the contract between the Third Party Administrator, the Pharmacy Benefit Manager and the Company.

The parties will continue to pursue quality, safety, efficacy, and delivery issues in an effort to improve these Programs.

Very truly yours,

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

~~Attachment~~

BJJ

cba4/01099/3
c
11/04/15

ATTACHMENT

| Drug Class | Used for | Drug Tools* |
|---|---|---|
| Alzheimer's Agents (Aricept only) | Alzheimer's Disease | DO PA |
| Angiotensin Receptor Blockers (ARBs) | High Blood Pressure | DO |
| Anti-emetics | Vomiting | QD-DD, PA |
| Antivirals | Viral infections | QD-DD |
| Atypical Antipsychotic agents | Psychosis | DO |
| **Caduet** | **High Blood Pressure/High cholesterol** | **DO** |
| CNS Stimulants and Amphetamines | Attention Deficit | PA, QD-DD |
| Cox-II Inhibitors | Pain | ST |
| Erythroid Stimulants | Anemia | QD-DD, PA |
| Growth Stimulating Drugs | Growth Hormone Deficiency | PA |
| Hypnotics | Insomnia | QD-DD |
| Immune Globulins | Immune Deficiency, Hepatits | PA |
| Inhaled Bronchodilators | Restricted Airway | QD-DD |
| Inhaled Short-Acting Beta Agonists | Asthma | ST |
| Interferons | Multiple Sclerosis | PA |
| Migraine Medications | Migraine Headaches | QD-DD |
| **Myeloid Stimulants** | **Low Blood Cell Counts** | **PA** |
| Multiple Sclerosis | Multiple Sclerosis | PA |
| Narcolepsy | Narcolepsy | PA, QD-DD |
| **Narcotic Analgesics** | **Pain** | **ST, QD-DD** |
| Osteoporosis | Osteoporosis | ST, QD-DD |
| **Proton Pump Inhibitors** | **Reduce stomach acid** | **ST, QD-DD, DO** |
| **Pulmonary Hypertension** | **Pulmonary Arterial Hypertension (PAH)** | **PA, QD-DD** |
| Ribavirin | Hepatitis | ST |
| Selected Androgens & Anabolic Steroids | Steroid Replacement Therapy | PA |

cba4/01099/4
c'
11/04/15

| Drug Class | Used for | Drug Tools* |
|---|---|---|
| Selective Serotonin Reuptake Inhibitors/Misc Antidepressants | Depression/Chronic Pain | DO |
| Specific Antibiotic Agents | Infections | QD-DD |
| Topical Anesthetics | Pain | PA, QD-DD |
| Urinary Anticholinergics | Leakage | DO |
| Weight Loss Agents | Weight Loss | PA |

* Drug Tools Abbreviation Table

| | |
|---|---|
| Step Therapy | ST |
| Prior Authorization | PA |
| Quantity Duration-Dose Duration | QD-DD |
| Dose Optomization | DO |

cba4/01099/5
c
11/04/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Proactive Ergonomic Surveillance

During the course of these negotiations, the parties agree to continue to work on the reduction of ergonomic injuries. The following areas of focus will guide our activities:

- Verifying and addressing ergonomic concerns during launch and rebalance activities
- Confirming the application and use of the latest ergonomic analysis tools
- Studying, confirming and verification of proper work/rest regiments
- Identification of appropriate ergonomic PPE where appropriate

Current ergonomic surveillance tools as well as new training including 3DSSPP will continue to be utilized to identify and correct problem areas. Best practice sharing including the President's Health and Safety winners, and the NJCHS Best Practice SharePoint, will be identified and replicated where feasible. Cross functional work groups consisting of ergonomic representatives, industrial engineers, medical personnel, floor level leadership, health and safety professionals, corporate ergonomic engineers, and production operators will be leveraged as appropriate.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01478
a
09/12/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Production Standards - Commitment to Training

During these negotiations, the parties discussed the Union's claim of additional training needs for UAW Production Standards Representatives in production standards methodologies. The parties agreed to conduct a training needs survey and, based on the results of such survey, provide Company sponsored training comparable in content to plant industrial engineers, utilizing available technology-based delivery mechanisms to do so in a cost-effective and expeditious manner.

The Company further agreed to explore the feasibility of a system that would allow UAW Production Standards Representatives to perform electronic time studies to further enhance their capabilities.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: Jimmy Settles

9/1/15 ARR 9-2-15 9/2/15 MB 9/1/15 9.2.15 9/1/15 9/1/15 9/2/15 9/1/15 9/1/15 SE 9-2-15 T.R. 9-2-15 9/1/15 JW 9.2.15 RWB 9/1/15 9/2/15 9.2.15 M.T. 9/2/15 RR

cba4/01451
b
8/28/15

~~October 4, 2011~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing - ~~2011~~2015 Plan Year Acceleration of Partial Payment

During the ~~2011~~ 2015 negotiations, the Company and the Union agreed that, for purposes of ~~2011~~ 2015 only, and notwithstanding the Plan provisions governing the determination and payment of profit sharing payments based on a full Plan Year, the Company will accelerate a payment under the Profit Sharing Plan for Hourly Employees in the United States ("Plan"). ~~with respect to the FNA EBIT from January 1, 2011 through June 30, 2011, as reported in the Company's Form 10-Q for such period, and Compensated Hours for such period. The FNA EBIT and~~ All Plan participants with 400 or more Compensated Hours, as defined in Part B. Article I. 3., ~~Compensated Hours~~ for January 1, ~~2011~~ 2015 through ~~June~~ September ~~30~~20, ~~2011~~ 2015 will be eligible for a $1500 accelerated profit sharing payment. ~~based on a maximum number of Compensated Hours for each Plan participant of 925 1,388 for such period., will be utilized to determine the Profit Share Amounts payable to Plan participants for such period.~~ The resulting Profit Share Amounts will be paid to Plan participants in accordance with applicable Plan provisions as soon as possible after ratification. The accelerated payments will be paid in cash only (no deferral election).

Subsequent to the end of the ~~2011~~2015 Plan Year, the Company will make a payment to each Plan participant representing the difference between the participant's Profit Share Amount for the full Plan Year less the Profit Share Amount paid after ratification. The resulting Profit Share Amounts will be paid to Plan participants in ~~2012~~2016 in accordance with applicable Plan provisions.

Any profit sharing payments to be paid under the Plan for the ~~2012~~ 2016 Plan Year and subsequent Plan Years will be determined and paid in accordance with the Plan and not in accordance with this letter.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

cba4/01405/1
b
11/05/2015

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

BSB

cba4/01405/2
b
11/05/2015

~~October 4, 2011~~ ~~xx/xx/xxxx~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing - ~~2011~~ 2015 Plan Year Payments to Certain Long Term Supplemental ~~and Super Temporary Part Time~~ Employees

During the ~~2011~~ 2015 negotiations, the Company and the Union agreed that, for purposes of determining the amount of any profit sharing payments to be paid under the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States ("Plan") with respect to any employee who converts from Long Term Supplemental to ~~Entry Level~~ In-Progression upon the Effective Date of this Agreement, as agreed to in the letter titled "~~2011~~ Special Conversion from Long Term Supplemental (LTS) to ~~Entry Level~~ In-Progression" dated ~~10/01/2011~~ xx/xx/xxxx, such employee's "Compensated Hours," determined in accordance with Part B Article I. 3. of the Plan, from January 1, ~~2011~~ 2015 through the Effective Date of this agreement will be included for purposes of determining any profit sharing payments to be paid under the Plan. Each employee converting to ~~Entry Level~~ In-Progression as described above will receive profit sharing payments, if any, for ~~2011~~ 2015 based on such employee's Compensated Hours from January 1, ~~2011~~ 2015 through December 31, ~~2011~~ 2015.

~~Further, the Company and the Union agreed that, notwithstanding Subparagraph (a)(i) of Paragraph 7 of the Plan, any active employee classified as Super Temporary Part Time ("Super TPT") during 2011 will be included as a Plan participant for the 2011 Plan Year only and such employee's "Compensated Hours," determined in accordance with the Part B Article I. 3. of the Plan, from January 1, 2011 through December 31, 2011 will be included for purposes of determining any profit sharing payments to be paid under the Plan for the 2011 Plan Year only. Each employee classified as Super TPT during 2011 will receive profit sharing payments, if any, for 2011 only based on such employee's Compensated Hours from January 1, 2011 through December 31, 2011.~~

~~Very truly yours,~~

cba4/01403/1
a
11/03/2015

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~

Concur: Jimmy Settles

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

cba4/01403/2
a
11/03/2015

~~October 4, 2011~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Eligibility for Employees on Long Term Military Leave

During the 2011~~4~~5 negotiations, the Union and the Company agreed that employees on long term military leave under Article VIII, Section 33(b) of the 2011~~4~~5 Ford-UAW Collective Bargaining Agreement will be included as participants in the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States ("Plan").

Specifically, the Company agreed to include as eligible participants in the Plan each employee who either enlists in, or is called to, and actually performs active military duty as described above for the year of enlistment and for each subsequent Plan Year during the term of the 2011~~4~~5 Collective Bargaining Agreement, provided the employee retains reinstatement rights to employment with the Company pursuant to the provisions of USERRA during each such year.

The Profit Share Amount to be paid to any employee who is included as an eligible Plan participant pursuant to this agreement will be calculated on the basis of 1,850 "Compensated Hours," as defined in Part B, Article I. 3 of the Plan, for each year in which such employee is included as an eligible Plan participant pursuant to this agreement and shall be paid in accordance with applicable Plan provisions, including the letter titled "Profit Sharing - 2011~~4~~5 Plan Year Acceleration of Partial Payments," dated ~~October 4, 2011~~XX/XX/XXXX.

In the event such an employee dies while performing military service, any profit sharing payment that would have been payable to the employee will be paid to the employee's beneficiary in accordance with applicable Plan provisions.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~

cba4/01430/1
b(
11/05/2015

~~Human Resources~~

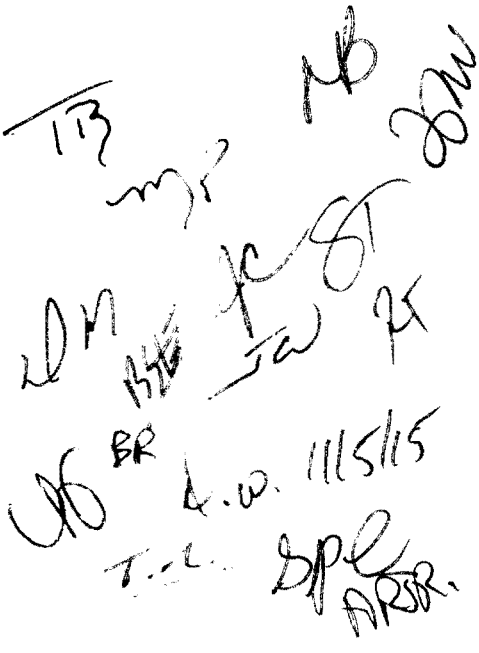
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

BJS

cba4/01430/2
b
11/05/2015



~~October 4, 2011~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Eligibility for ~~Long~~ Short-Term Supplemental Employees ~~(LTS)~~ (STS)

The parties discussed situations in which ~~LTS~~STS employees are working ~~on a full-time basis over~~ an extended period of time as it relates to the Ford Hourly Profit Sharing Plan.

Under certain circumstances as described above, ~~LTS~~STS 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,

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

BJS

cba4/01444
c'
11/05/2015

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 EBIT Results. NA EBIT as defined in the plan at I.6., is currently referred to as "NA Pre-Tax Results" 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 NA Pre-Tax Results 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 NA Pre-Tax Results 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 NA Pre-Tax Results (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 repeatedly interchanges NA Pre-Tax Results with such terms as "Pre-Tax Results Excluding," or some other routinely referenced adjustment to NA Pre-Tax Results. 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 NA Pre-Tax Results, other items such as restructuring costs, warranty/recall, strikes at suppliers,

BJS

cba4/01492/1
d
11/05/2015

impact of foreign exchange, or elements that are routinely included in NA Pre-Tax Results (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 NA Pre-Tax Results or to change the dollar amount of NA Pre-Tax Results , except as applied to the Plan in accordance with the conditions provided in this Memorandum.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01492/2
d'
11/05/2015

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Provider Billing Practices

During the course of these negotiations, the parties have discussed our mutual interest and desire to encourage carriers to work with hospitals and physicians to stop abusive billing patterns (e.g., back billing members for inappropriate clinic and consultation fees).

The parties agree to work together with the carriers providing H-S-M-D-D-V benefits to influence network providers to end abusive billing practices. The Company and the Union will meet quarterly during the course of this agreement to discuss any new issues and opportunities to impact billing controls and provider billing practices in the marketplace.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01480
b
10/14/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: PS & L Safety Representative

During 2015 negotiations, the Union expressed concerns regarding the number of allocated hours for the Parts Supply and Logistics Health & Safety/Ergonomics Representatives. These Representatives were new, part-time positions established during 2011 negotiations for Parts Supply and Logistics. At that time, the parties acknowledged the unique nature of the warehousing business. Training, roles and responsibilities for these positions would be created accordingly.

The parties acknowledge that the roles and responsibilities of the position need to evolve with a proactive focus on injury prevention. Consequently, the Joint safety parties agree to review the roles and responsibilities of the position to ensure that:

- All current roles and responsibilities have been accurately identified.
- A primary focus will be on proactive injury prevention.
- Sufficient hours are allocated to perform the roles and responsibilities of the position to achieve world-class safety performance.

The PS&L Safety Council will initiate the review within ninety (90) days after ratification of the agreement.

This letter does not supersede the Letter of Understanding dated October 4, 2011 titled Health & Safety / Ergonomics -Parts Supply and Logistics Locations.

10/19/2015
MS

JW 10.19.15 MB Lm le

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01484
b
09/17/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: PS & L Static Rack Inspection

During the course of the 2015 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 completed in a timely manner.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

9/10

JW
9-10-15

cba4/01468
a
09/08/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Quality Procedures for Third Party Suppliers Providing Repair Services

During the 2015 negotiations, the Union raised concerns regarding the Company's use of third party suppliers, vendors and others to perform repair services on UAW-Ford vehicles. Specifically, the union raised concerns regarding the quality and reliability of work performed by such entities.

The Company reaffirmed that all third party entities are responsible for their quality performance. The Company utilizes preferred suppliers with a proven track record. Engineering reviews the repair specifications and quality standards with the preferred supplier as a part of the statement of work to ensure proper execution.

Given the framework established by Appendix Q and various letters of understanding set forth in the Collective Bargaining Agreement; the parties agree to the following:

1) When the Company determines the need for a third party to provide repair services to augment manufacturing's capacity to release units in a timely manner, local management will provide advanced notification and engage in meaningful discussion with the local union regarding the purpose, scope and expected duration of the work to be performed by the third party company, and review the impact on quality.

2) If the Union has concerns regarding the quality performance of a third party supplier or vendor, the parties will arrange to meet locally to review quality performance and progress of the work being performed.

3) If resolution is not reached, the Local Union Quality Representative may surface the issue to the UAW-Ford

cba4/01488/1
e
10/18/15

10-19-15

National Quality Committee who shall immediately work with the appropriate Purchasing participant for discussion and resolution.

4) If the UAW-Ford National Quality Committee is unable to reach resolution, the matter shall be immediately submitted to the UAW Director of the National Ford Department and the Company's Director of Labor Affairs for discussion and resolution.

5) This letter does not supersede any existing local quality policies regarding third party suppliers, vendors and others who perform repair services on UAW-Ford vehicles.

Very truly yours,

Stacey Allerton,
Director U.S. Labor Affairs

cba4/01488/2
e
10/18/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Quality Systems Access and Data Request

As part of the settlement of the ~~2011~~ 2015 ~~Ford-UAW~~ 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)
- 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,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/00808
c
09/03/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Recognition of the UAW Chaplaincy Program

During the 2015 negotiations the parties had discussions regarding the UAW Chaplaincy program in which the value and benefit of the various aspects of chaplaincy were identified and acknowledged. The Company and Union have supported Chaplains' attendance at the annual Chaplaincy Conference at Black Lake through the Local Nickel Fund.

In further recognition of these potential positive effects, the Company is amenable to consider requests from the UAW to: (1) inform and explain to local plant leadership the concept of chaplaincy, (2)identify the services chaplains provide, and (3)raise reasonable support requests on such topics as access and counseling space.

Lastly, the parties agree the Grievance Procedure set forth in Article VII of the Agreement has no application to, or jurisdiction over, any matter relating to the UAW Chaplaincy Program.

Very truly yours,

Jack Halverson, Manager
Union Relations

Concur: Jimmy Settles

cba4/01455
a
08/28/15

~~October 7, 1990~~ XX/XX/XXXX

~~Mr. Ernest Lofton~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Dear Mr. Lofton:~~ Dear Mr. Settles:

Subject: Representation

During these negotiations, the parties discussed the number, type and responsibilities of representatives in local bargaining units. The parties agreed that the duties and responsibilities of contract and joint programs administration have increased substantially-both in terms of complexity and importance. The parties are committed to working together in a spirit of cooperation to maintain and improve the effectiveness of the joint programs as well as the administration of the various other provisions of the ~~Ford-~~UAW-Ford Agreement. Therefore, in an effort to address these matters, the Company and the Union have agreed to provide additional full-time representatives, some of which will be elected and some appointed as specified by the National Ford Department, in accordance with the following schedule:

| Unit Population | Number of Additional Representatives |
|---|---|
| 8500-9999 | 8 |
| 7000-8499 | 7 |
| 5500-6999 | 6 |
| 4,000 ~~and above~~ - 5499 | 5 |
| 2,500 - 3,999 | 4 |
| 1,000 - 2,499 | 3 |
| 600 - 999 | 2 |
| 100 - 599 | 1 |

These representatives will be incremental to the regular and special allocation otherwise provided for in Article VI of the Agreement and related letters of understanding. Changes in the population resulting in adjustments to the representation structure will be covered by Article VI, Section 7 of the Agreement.

The appointed representatives, if any, will be assigned to Benefits, Health and Safety, Quality and/or Employee Support Services as determined by the local union, and subject to approval by the Director of the National Ford Department.

These appointed representatives will have the same functions and obligations as other special Union representatives as described in Article VI, Sections 8, 9 and 10 of the Agreement and letters of understanding and memorandums specific to their assigned positions. Additionally, they will be covered by the provisions of Article VI, Section 14 of the Agreement.

The additional elected representatives, if any, shall function in accordance with and be governed by all relevant provisions of the Agreement pertaining to their assignments.

Problems related to the local implementation of the provisions of this letter may be referred by either party to the UAW, National Ford Department and ~~the Company's Union~~ Labor Affairs ~~Office~~ for resolution.

~~Very truly yours,~~

~~JACK HALL, Executive Director~~
~~Labor Relations and~~
~~Employee Development~~
~~Employee Relations Staff~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Ernest Lofton~~

Concur:
Jimmy Settles

BR
9-10-15

cba4/00166/2
b
09/10/15

~~November 3, 2007~~ XX/XX/XXXX

~~Mr. Bob King~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Retiree Tuition Assistance Plan

This will confirm the understanding reached during the present 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. 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 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.

The program provides up to ~~$1,750~~ $2,000 per calendar year per retiree for the prepayment of tuition and compulsory fees for approved courses. 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.

The plan will be administered by the UAW-Ford National Programs Center. The National Programs Center 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.

cba4/00486/1
a
09/04/15

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,~~

~~JACK HALVERSON, Director~~
~~Joint Education, Development~~
~~& Training and~~
~~National Programs Center~~
~~Labor Affairs Staff~~
Very truly yours,

Jack Halverson,
Manager
Union Relations

Concur: ~~Bob King~~

Concur: _____
Jimmy Settles

cba4/00486/2
a
09/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 and 2015 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.

  - In-Progression employees will be eligible for Return to Basic Unit (RTBU) rights under Appendix O upon transferring to an out-of-zone location so long as they do not take the enhanced relocation moving allowance. Additionally, after four years of seniority; they will become eligible for in-zone RTBU rights under Appendix O.

cba4/00772/1
d
11/04/15

- 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(c)) 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 Closed Area is administered by the Employment Security Programs Office.

- Questions concerning apprentices should be directed to the Joint National Apprenticeship Committee.

~~Very truly yours,~~

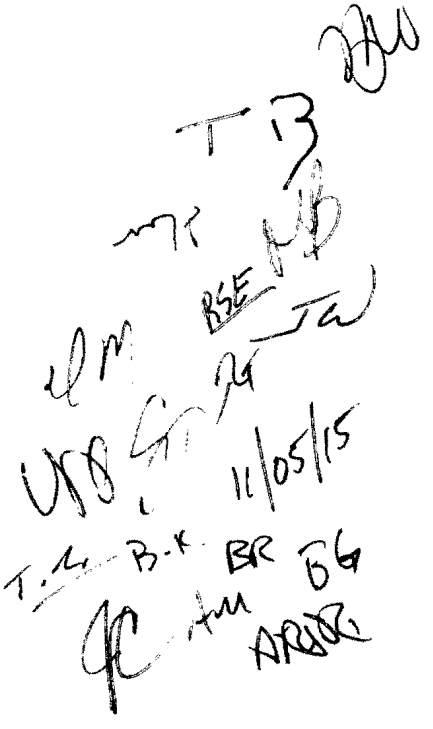
~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles



cba4/00772/3
d
11/04/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Safe Material Flow

The safe handling and storing of materials are vital to the overall efforts for a safe workplace. The following are some key items that must be considered in ensuring safe and proper material flow:

- Equipment
- Training
- Operating and storage space
- Material flow planning/logistics
- Pedestrian flow
- Operational demands
- Driver capabilities

The NJCHS will continue to work with the PMHV core team to reduce and/or eliminate safety concerns regarding movement of material.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

9-2-15

9-12-15

cba4/01473
b
9/11/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Safety Standards

During the 2015 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.
    - 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 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.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

SMW 9-12-15

JW 9-12-15

cba4/01474/1
b
09/12/15

April 13, 2012

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Saline, Sandusky, and Sheldon Road - ACH Employees Transition to Ford upon Sale or Closure

This letter outlines the parties understanding regarding transition issues for ACH employees at Saline, Sandusky, and Sheldon Road who transition to Ford upon Sale or Closure.

- Unless specified otherwise, ACH employees who transition to Ford in accordance with this letter will be considered by Ford as a new hire Entry Level employee.

- ACH employees with an ACH seniority date prior to December 1, 2006 will be given a Ford Seniority Date of May 1, 2012 when they transition to Ford, regardless of the actual transition date.

  ACH employees with an ACH seniority date within December 2006 will be given a Ford Seniority Date of May 2, 2012 when they transition to Ford, regardless of the actual transition date.

  ACH employees with an ACH seniority date within January 2007 will be given a Ford Seniority Date of May 3, 2012 when they transition to Ford, regardless of the actual transition date.

  ACH employees with an ACH seniority date subsequent to January 31, 2007 will be given a Ford Seniority Date of one day later as outlined in the attached schedule (Attachment A) when they transition to Ford, regardless of the actual transition date.

- ACH employees who transition to Ford will be paid the greater of $15.78 an hour or a red-circled wage rate equivalent to their ACH hourly wage rate as of their actual transition date to Ford. Future increases will be governed by the four (4) year wage progression as outlined in Appendix V (Attachment B).

cba4/01497/1
a
09/01/15

10/30/15

- ACH employees currently eligible for Health Care coverage by ACH will continue present Health Care coverage through ACH paid COBRA coverage until they grow into Ford coverage as outlined in Appendix V.

- ACH employees who transition to Ford will carry over any unused ACH vacation and excused hours. In addition, employees will establish their vacation eligibility date based upon the date they actually transition to Ford and not their Ford Seniority Date. Their vacation allotment on their first vacation eligibility date will be determined in accordance with Article IX, Section 24(c).

Note: The provisions of this letter only apply to Sheldon Road in the event of a sale agreement or closure announcement for that facility.

Very truly yours,

Martin J. Mulloy
Vice President,
Labor Affairs

Concur: Jimmy Settles

Attachment A
Attachment B

cba4/01497/2
a
09/01/15

10/30/15

Attachment A

| ACH Seniority Date | Ford Seniority Date |
|---|---|
| Prior to 12/2006 | 05/01/12 |
| 12/2006 | 05/02/12 |
| 01/2007 | 05/03/12 |
| 02/2007 | 05/04/12 |
| 03/2007 | 05/05/12 |
| 04/2007 | 05/06/12 |
| 05/2007 | 05/07/12 |
| 06/2007 | 05/08/12 |
| 07/2007 | 05/09/12 |
| 08/2007 | 05/10/12 |
| 09/2007 | 05/11/12 |
| 10/2007 | 05/12/12 |
| 11/2007 | 05/13/12 |
| 12/2007 | 05/14/12 |
| 01/2008 | 05/15/12 |
| 02/2008 | 05/16/12 |
| 03/2008 | 05/17/12 |
| 04/2008 | 05/18/12 |
| 05/2008 | 05/19/12 |
| 06/2008 | 05/20/12 |
| 07/2008 | 05/21/12 |
| 08/2008 | 05/22/12 |
| 09/2008 | 05/23/12 |
| 10/2008 | 05/24/12 |
| 11/2008 | 05/25/12 |
| 12/2008 | 05/26/12 |
| 01/2009 | 05/27/12 |
| 02/2009 | 05/28/12 |
| 03/2009 | 05/29/12 |
| 04/2009 | 05/30/12 |

| ACH Seniority Date | Ford Seniority Date |
|---|---|
| 05/2009 | 05/31/12 |
| 06/2009 | 06/01/12 |
| 07/2009 | 06/02/12 |
| 08/2009 | 06/03/12 |
| 09/2009 | 06/04/12 |
| 10/2009 | 06/05/12 |
| 11/2009 | 06/06/12 |
| 12/2009 | 06/07/12 |
| 01/2010 | 06/08/12 |
| 02/2010 | 06/09/12 |
| 03/2010 | 06/10/12 |
| 04/2010 | 06/11/12 |
| 05/2010 | 06/12/12 |
| 06/2010 | 06/13/12 |
| 07/2010 | 06/14/12 |
| 08/2010 | 06/15/12 |
| 09/2010 | 06/16/12 |
| 10/2010 | 06/17/12 |
| 11/2010 | 06/18/12 |
| 12/2010 | 06/19/12 |
| 01/2011 | 06/20/12 |
| 02/2011 | 06/21/12 |
| 03/2011 | 06/22/12 |
| 04/2011 | 06/23/12 |
| 05/2011 | 06/24/12 |
| 06/2011 | 06/25/12 |
| 07/2011 | 06/26/12 |
| 08/2011 | 06/27/12 |
| 09/2011 | 06/28/12 |
| 10/1/2011-10/24/2011 | 06/29/12 |

Attachment B

*Example*

| ACH Wage | $14.00 |
|---|---|
| *Date of Transition* | *12/01/12* |
| 12/01/12 | $15.78 |
| 12/01/13 | $16.66 |
| 12/01/14 | $17.53 |

| ACH Wage | $16.50 |
|---|---|
| *Date of Transition* | *12/01/12* |
| 12/01/12 | $16.50 |
| 12/01/13 | $16.66 |
| 12/01/14 | $17.53 |

cba4/01497/3
a
09/01/15

10/30/15

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: Same-Sex Domestic Partner Benefits

The parties agreed to offer domestic partner benefits in recognition that the Company employs, and the UAW represents, people from various and diverse backgrounds. Consistent with our belief that a diverse workforce is an important asset, and in line with the interest to be fair, equitable and fiscally responsible, the Company and the UAW agreed to expand the eligibility requirements to eligible same-sex domestic partners of eligible active employees for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages effective August 1, 2000.

Eligibility Rules for Same Sex Domestic Partners

The Company offers domestic partner H-S-M-D-D-V coverages to eligible active employees who have a qualifying same-sex domestic partner relationship. Employees who retired effective August 1, 2000 or after under the Ford-UAW Retirement Plan or employees who terminated effective August 1, 2000 or after as provided under Section 4 (d) of the H-S-M-D-D-V Program, while covering a domestic partner and/or a domestic partner's eligible children, will be permitted to cover those dependents under the Company's hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages during retirement, subject to the applicable terms and conditions which apply to all other H-S-M-D-D-V Program participants. Additionally, in the event a retiree

under the Ford-UAW Retirement Plan dies while having an eligible and enrolled domestic partner, the domestic partner (and eligible and enrolled children, if any) will be eligible for coverage in the same manner as if the domestic partner were a surviving spouse under Section 4 (e) (1) of the H-S-M-D-D-V Program. No new same-sex domestic partner dependents may be added after retirement.

This understanding is an expansion of Section 10, Dependent Eligibility Provision, H-S-M-D-D-V Program presently available under our Agreement for active employees and their eligible

cba4/01013/1
a
09/24/15

~~dependents. In addition, all other applicable provisions of the H-S-M-D-D-V Program shall apply.~~

~~In the event an active employee dies while having an eligible domestic partner enrolled for coverage, the Company will continue hospital, surgical, medical, prescription drug, hearing-aid expense coverages (but not dental or vision expense coverages) for the enrolled and eligible domestic partner (and eligible and enrolled children, if any) as if the domestic partner were a surviving spouse under Section 4 (e) (2) or (3) of the H-S-M-D-D-V Program provided such domestic partner otherwise meets the terms of Section 4 (e) (2) or (3) (a domestic partner for this purpose will be treated as a Class A or Class B Survivor if the domestic partner relationship has existed for at least 1 year immediately prior to his/her death). Nothing contained herein shall be construed as providing eligibility for monthly survivor income benefits.~~

~~The parties agree that a same-sex domestic partnership is defined as a relationship between two people who meet ALL of the following criteria:~~

- ~~Are the same sex,~~
- ~~Have shared a continuous committed relationship with each other for no less than 6 (six) months, intend to do so indefinitely, and they have no such relationship with any other person,~~
- ~~Are jointly responsible for each other's welfare and financial obligations,~~
- ~~Reside in the same household,~~
- ~~Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence,~~
- ~~Must reside in a state where marriage between persons of the same sex is not recognized as a valid marriage by the state, or, if residing in a state which recognizes same-sex unions, have entered into such union as recognized by the state,~~
- ~~Each is over age 18, of legal age, and legally competent to enter a contract, and~~
- ~~Neither is married to a third party.~~

~~Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all of the above criteria. The effective date of coverage will be the date the affidavit is notarized provided the employee is otherwise eligible for health care coverage and notifies the Company within 30 days from the date the affidavit is notarized or, if later, the first of the month following receipt of the affidavit by the Company.~~

~~The Company shall have the right of determining eligibility for the benefit, consistent with the provisions described above. The primary enrollee claiming initial or continuing eligibility of a domestic partner and/or dependent(s), if any, shall furnish any documentation that may be necessary to substantiate the claimed eligibility of the domestic partner and/or dependent(s).~~

~~The parties agreed that in those instances where a legal jurisdiction (i.e., state) recognizes same-sex marriages, or other forms of same-sex unions, a legal marriage, or other legal union, will be required to establish or continue coverage for those employees who reside in such jurisdiction.~~

~~In these cases, coverage will be effective as of the date of the marriage, or other such state recognized union, provided the employee is otherwise eligible for health care coverage and notifies the Company within the time limitations presently in place for adding a dependent.~~

~~Children of an employee's domestic partner will be considered eligible if they meet the requirements to be the employee's dependents under Section 151 and 152 of the Internal Revenue Code. In those cases, employees will not be taxed on the value of the child's coverage (see Tax Consequences below).~~

~~It continues to be the employees' responsibility to remove dependents who are no longer eligible for coverage under the Company provided health care plans, i.e., at the point in time when they are no longer eligible under the provisions of our negotiated agreements and this letter of understanding.~~

~~Continuation of Coverage~~

~~Same-sex domestic partners, when deleted from Company provided coverage, do not qualify for COBRA coverage under the federal government's regulations regarding COBRA continuation of coverage. In addition, certain alternative plans may not provide COBRA-like coverage. The Company has made arrangements for a COBRA-like cash pay continuation of coverage with eligibility rules and payment arrangements as apply under COBRA, for persons~~

who no longer meet the eligibility rules as defined in this letter and under our bargaining agreement.

Tax Consequences

Because of IRS regulations, enrollment of a domestic partner is likely to result in tax consequences to the employee since the IRS and state laws as of the date of this agreement do not recognize a same-sex partner as a legal spouse. In those instances when the non-employee partner does not qualify as a dependent of the employee under Sections 151 and 152 of the Internal Revenue Code, the fair market value of the benefits provided for the partner will be imputed (taxable) income to the employee.

The Company will assume that when employees enroll same-sex domestic partners for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages, the domestic partner does not meet the Internal Revenue Code requirements for dependent status, unless the employee provides acceptable proof to the Company to the contrary.

Confidentiality

As with all personnel files, health care elections are treated as strictly confidential information. Company and UAW Benefits Representatives will be instructed regarding the confidentiality of all benefit matters and to apply strict confidentiality regarding the issue of domestic partner eligibility.

Health Care Plan Options Accepting Same-Sex Domestic Partners

It is the intent of the Company to make same-sex domestic partner coverage available under all health care plans offered by the Company to eligible members. Some Health Maintenance Organizations, (HMOs), Preferred Provider Organizations (PPOs), and Dental Health Maintenance Organizations (DHMOs) may not make such coverage available to the Company and therefore, the Company will not be able to make such coverages available to employees who are enrolled under these plans.

Some state laws may not allow insured plans to provide same-sex domestic partner benefits for health care. In these instances, employees eligible for National PPO Plan coverage who elect domestic partner coverage may change their health care plan to the National PPO Plan (which is self-insured and therefore not subject to such state laws) or to another available alternative plan that does accept domestic partner coverage, concurrent with the effective date of adding a qualifying domestic partner for coverage.

JK

cba4/01013/4
a
09/24/15

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~

~~Concur: Bob King~~

cba4/01013/5
a
09/24/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Same-Sex Domestic Partners --- Family and Medical Leave Act (FMLA) and Bereavement Pay

The parties agree requests from hourly employees for FMLA leaves or bereavement pay for same-sex domestic partners will continue to be administered in the same manner as requests for FMLA leaves or bereavement pay involving an employee's spouse so long as the request is made in the transition period same-sex domestic partners maintain benefit coverage as defined in the XX/XX/XXXX Letter of Understanding titled "Transition of Same-Sex Domestic Partner Benefits".

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

11/4/15

11/4/15

cba4/01502
a
11/03/15

11-5-15

~~October 9, 1999~~ XX/XX/XXXX

~~Mr. Ron Gettelfinger~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

~~Dear Mr. Gettelfinger:~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Selection and Training - Maintenance General Plant Skilled Classification, ~~Parts Distribution Centers~~ Parts Supply and Logistics

During ~~1999~~ 2015 negotiations the parties discussed the selection and training requirements of the Maintenance General Plant Skilled classification. The parties recognized the importance of the current program in identifying qualified candidates from within and training ~~in upgrading the skills of all~~ Maintenance General Plant Skilled employees to perform the "core skills" as may be required.

The parties also discussed the assessment and selection process established in 199~~3~~9 and ~~have~~ reached the following understanding:

- ~~Manpower projections will be utilized to determine the number of employees to receive training.~~
- Employees who passed the former assessment ~~pass the assessment~~ and are on the "tested list" are not required to be reassessed. The parties agree to concur on eligible candidates from the "tested list" ninety (90) days after ratification.
- As openings occur in the Maintenance General Plant Skilled Classification for a building, they will be filled as follows:
  - Candidates on the approved "tested list" in seniority order from the building with the opening.

cba4/00382/1
c
09/08/15

- If the "tested list" is exhausted, the position will be filled by a local posting process from candidates within the building. 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.

- Openings may be permanent or temporary. Temporary openings may occur when the incumbent is absent for more than one (1) week.

- After selection and training, should a candidate be unable to perform the core skills, he/she may be disqualified.

- ~~Employees who pass the assessment will be trained and selected in seniority order for temporary and full time openings within the Maintenance General Plant Skilled classification.~~

- ~~Refusal of a temporary assignment to Maintenance General Plant Skilled will have no impact on permanent placement.~~

- ~~Jointly developed preassessment materials will continue to be made available to future assessment candidates.~~

~~The joint technical training committee comprised of Ford Customer Service Division and National Ford Department representatives will continue to monitor the progress of, and modify as required, the training, and associated materials to provide for the introduction of new technologies. Additionally, all training will be developed within the UAW-Ford Technical Skills Program Guidelines subject to the approval of the Joint Governing Body.~~

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,~~

~~DENNIS J. CIRBES, Director~~
~~U. S. Union Affairs Office~~

cba4/00382/2
c
09/08/15

~~Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

~~Concur:~~ _____
~~Ron Gettelfinger~~

~~Note: This letter replaces the Selection and Training - Maintenance General Plant Skilled Classification, Parts Distribution Centers dated September 16, 1996.~~

cba4/00382/3
c
09/08/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Severe Weather Communication

During these negotiations, the parties discussed the importance of emergency preparedness and proactive communication regarding severe weather, particularly in the winter months. The Company and Union reviewed the process for Act of God determinations and affirmed their commitment to ensuring that employees understand the policies and procedures when severe and unusual weather occurs at their location.

The parties agreed to establish an annual communication process for all locations between company and union officials regarding the Act of God Determination process. Furthermore, the parties agreed that employee communication regarding severe weather procedures will be jointly developed and disseminated annually to each plant location by the first Monday in November. The local parties will use the normal local communication process to provide this information to all employees no later than the third Monday in November.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01495
a
10/17/15

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: Shop Training Appendices

This letter confirms the parties' understanding that, effective with the new Collective Bargaining Agreement, the following trades are removed from the Appendices contained in Exhibit I, Apprenticeship Standards for lack of use:

- Tool and Die Heat Treating
- Blacksmithing
- Boilermaker
- Roll Turning and Grinding

This letter also reconfirms the parties' decision in 1987 negotiations to remove the Diemaking - Trim Dies Appendix for lack of use.

The status of journeymen in these trades is unaffected by this letter of understanding.

Very truly yours,

ERNEST J. SAVOIE, Director
Employee Development Office
Employee Relations Staff

8/24/15

8/24/2015

Concur: Ernest Lofton

Note: This letter replaces the following letter:
- Diemaking - Trim Dies Shop Training Appendix, September 17, 1987

MWB

cc

cba4/00272
a
8/24/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Skilled/Nonskilled - Dual Seniority

During these negotiations, it was agreed employees deemed to have basic skilled seniority at their original plant and basic non-skilled seniority at another plant (Letter of Understanding titled "Skilled/Nonskilled Seniority" dated October 14, 1984), will have each seniority date considered their basic seniority for purposes of applying Appendix O.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01479
a
09/12/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Skilled Trade Rehire Consideration - New Date of Entry

During these negotiations, the parties discussed in detail skilled trade employees who previously forfeited their Date of Entry and recall rights to their skilled classification by either declining a mandatory job offer and electing to transfer to a production (non-skilled) classification, or by accepting a Skilled Redeployment to Production (SRTP) special incentive. The Company agrees to consider these former skilled trade employees under Step 7 of the Preferential Placement Hierarchy, for potential rehire into their previous skilled trade classification at their current location. If selected, these employees will receive a new Date of Entry.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

9/13/15

cba4/01480
a
09/12/15

~~March 14, 2012~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 18211

Dear Mr. Settles:

Subject: Skilled Trades and Closed Plant Basic Unit Clarification

This letter is to clarify the provisions of Appendix "O" in the 2011 ~~CBA~~ Collective Bargaining Agreement with respect to skilled trades and Closed Plant Basic Unit.

~~New contract~~ The contractual language in 2011 states ~~that~~ "Active employees, who have voluntarily transferred to a permanent job opportunity within the same zone, terminate their seniority to all other facilities." For this provision "Active Employees" for skilled employees means actively working within their trade on a permanent assignment.

Therefore:

- A skilled employee on ILO or working in production that voluntarily accepts an assignment at another plant within the same zone to return to their trade will retain their basic unit.
- The Basic Unit of a skilled employee working in production, who voluntarily accepts another production assignment at a different plant within the same zone, will be changed to the new plant.
- The Basic Unit of a skilled* or non-skilled employee from a closed or idled facility who transferred or transfers to any permanent assignment at another facility within the same zone will be changed to the new plant.

~~Very Truly Yours,~~

~~Bill Dirksen,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01477/1
a
09/12/15

Concur:

Jimmy Settles

---

*Except in cases where the seniority status of the skilled employee with basic skilled seniority at his original plant, but without non-skilled seniority, who is placed in or transferred to another plant on a non-skilled classification. Such employee would be deemed to have basic skilled seniority at the original plant and basic non-skilled seniority at the new plant each of which would be considered his basic seniority for Appendix O purposes.

~~September 15, 2003~~ XX/XX/XXXX

~~Mr. Gerald D. Bantom~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles ~~Bantom~~:

Subject: Skilled Trades Book

During these negotiations, the parties discussed the printing and duplication of language pertaining to Skilled Trades. Upon review, the parties agreed to utilize the Skilled Trades Agreements and Letters of Understanding supplement as the primary source of language ~~the parties agreed to produce 25,000 copies of the Skilled Trades Book. The material in the book will contain the portions of the terms of the Collective Bargaining Agreement dated the effective date of the new Agreement,~~ relating to Skilled Trades including Apprenticeship. The Skilled Trades Agreements and Letters of Understanding supplement between the UAW and the Ford Motor Company is not intended to supersede language contained in other volumes of the Collective Bargaining Agreement.

The contractual language in the Skilled Trades Agreements and Letters of Understanding supplement will include ~~excerpts of~~ the ~~Master~~ provisions of the Collective Bargaining Agreement and Letters of Understanding between the Ford Motor Company and the UAW and other sources applicable to the skilled trades. However, the consolidation of this language does not impact the intent of the original language.

The purpose is to place under one cover information affecting Skilled Trades. Information that is common to all hourly employees, such as Retirement, SUB, Group Life and Disability Insurance, Hospital-Surgical-Medical-Prescription Drug-Dental-Vision and other portions of the Master Collective Bargaining Agreement will not be reproduced in their entirety in the Skilled Trades Agreements and Letters of Understanding supplement. This general information applicable to all hourly employees will be reproduced in other book forms.

~~Very truly yours,~~

~~RICK E. POYNTER~~
~~Labor Affairs~~
Very truly yours,

cba4/00448/1
a
8/31/15

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
~~Gerald D. Bantom~~ Jimmy Settles

cba4/00448/2
a
8/31/15

~~November 3, 2007~~ XX/XX/XXXX

~~Mr. Bob King~~ Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Skilled Trades Classification Consolidation

During ~~the 2007~~ these negotiations, the parties agreed to substantially reduce the number of skilled trades classifications in order to establish a classification structure closer to automotive industry competitive levels. Implementation of the skilled trades classification consolidation encompasses the following principles:

- Existing classifications that the parties will utilize from this point forward.

- Existing classifications that will not be repopulated as skilled employees leave these classifications. Classifications will be eliminated as vacated.

- Vacated classifications will be eliminated immediately.(In the event a classification has been eliminated and an incumbent employee returns to the active employment rolls (e.g., return from medical, etc.) the local parties will review the circumstances with the National Joint Skilled Trades Governance Team, who will make a final determination.).

- New classifications to accommodate the consolidation of non- apprenticable classifications (e.g., Carpenter - All Around) and alignment of other classifications with the apprenticeship program ~~(e.g., Stationary Steam Engineer).~~

- Employees within consolidated classifications, as reflected in the Attachment, will retain their current skilled trade Date-of- Entry seniority as their Date-of-Entry seniority in the consolidated classification.

- Apprentice, Leader, Project Coordinator, and ~~Team Leader/Workgroup Coordinator~~ Maintenance Workgroup Team Leader designations will continue to be applied as appropriate.

10-28-15

10-27-15

cba4/01271/1
e
10/22/15

- Work performed by incumbent employees in the machining classifications consolidated into the Machinist classification will transition as follows: employees in the Machinist classification may be assigned to any machinist operation within this consolidated classification based on verified ability. Further, as attrition occurs the equipment used will become a "tool of the trade" and the work will be absorbed by the Tool and Die Maker and/or the Tool and Template Maker classifications.

- The work performed by employees in the Cutter Grinder classification will transition to the Tool and Die Maker and/or Toolmaker and Template Maker classifications or the parties will continue with current local practices.

- The work performed by employees in the Water Waste & Sewage Plant, Waste Disposal Equipment & Minor Maintenance, and Water Waste & Sewage Plant Operator & Maintenance classifications will transition to the Stationary Steam Engineer classification or the parties will continue with current local practices.

- The work performed by employees in the Diesel Engine & Heavy Equipment Mechanic classification will transition to Industrial Lift Truck classification.

- At the Rouge, the work performed by employees in the Communication System Installation & Maintenance classification will transition to the Electrical classification. Further, the work performed by employees in the Pipe Coverer classification will transition to the Plumber-Pipefitter classification as the Pipe Coverers attrit. Lastly, employees in the Powerhouse and Substation Operator #1 (and Leader) classification will be consolidated into the Electrician classification.

- The parties agree that consolidation of Heavy Equipment Operator to Carpenter classification only applies to the Rouge Site and Livonia Transmission Plant.

- In the attachment, the Refrigeration and Air Conditioning Machine Operator classification has been struck from the classification consolidation list and moved into the eliminated list per the 2011 letter.

cba4/01271/2
e
10/22/15

titled "Appendix F Classification Updates" (Dirksen to Settles-October 4, 2011).

Skilled trades efficiencies achieved as a direct result of classification consolidation will not result in an indefinite layoff or job security actions. Further, the parties agree that under no circumstance will a new skilled trade classification, including any variation or combination of an existing classification (e.g., Power Electrician, Tool & Die Welder, etc.), be established without the expressed written consent of the National Joint Skilled Trades Governance Team, Labor Affairs, and the UAW, National Ford Department.

The skilled trades classification consolidations will foster efficiencies, provide greater flexibility, and enhance overall operational effectiveness. Specific consolidation actions are detailed in the following Attachment with the classifications to be utilized from this point forward bolded at the top of each list. All classifications listed below each bolded heading will be consolidated into that specific bolded classification.

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Bob King~~

Concur: _____
Jimmy Settles

attachment

cba4/01271/3
e
10/22/15

ATTACHMENT

| Electrician |
| --- |
| Electrician |
| Electrician - Project Coordinator Electrician - Vulcan |
| Electrician - Wayne ISA - Electrical Umb. - STPC |
| Electrician - Woodhaven |
| Electrician Appr |
| Electrician Co |
| Electrician Leader Electrician |
| Team Leader Electrician Ut |
| Electrician-Elect Umbrella-Team Leader |
| Electrician-Electrical Umbrella |
| Electrician-Wayne ISA - Electrical Umb. |
| Electrician-Woodhaven Team Leader |
| Power Electrician |
| Power Electrician - Project Coordinator |
| Power Electrician Ldr |
| Team Member Electrical |
| Team Member Electrical Apprentice |
| Wayne ISA Electrical Umbrella Team Leader |
| Power Maintenance Electrician Ldr |
| Electrician & Pyrometer Repair |
| Electrician & Pyrometer Repair Proj.Coord. |
| Electrician & Pyrometer Repair Leader |
| Industrial Instrumentation |
| Industrial Pyrometry |
| Pyrometer & Instru Instal & Repair Appren |
| Pyrometer & Instrument Installation & Repair |
| Pyrometer & Instrument Installation & Repair Leader |

cba4/01271/4
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Tool and Die Maker |
| --- |
| Team Member Tool & Die |
| Team Member Tool & Die Apprentice |
| Tool & Diemaker |
| Tool & Diemaker Appr |
| Tool & Die Maker Leader |
| Tool & Diemaker Team Coordinator |
| Tool & Diemaker Leader-Wayne ISA - T&D Umbrella |
| Tool & Diemaker-Wayne ISA - Tool & Die Umbrella |
| Tool & Diemaker-Wayne ISA - Tool & Die Umbrella - STPC |
| Die cast Diemaking |
| Diemaker Die cast |
| Diemaker Die cast Leader |
| Diemaker Die cast Apprentice |
| Die Making |
| Diemaker |
| Diemaker - Project Coordinator |
| Diemaker Appr |
| Diemaker Ldr |
| Diemaker Repair |
| Diemaker/Diesinker Vulcan/Woodhaven Forging Only |
| Die Sinker |
| Diesinker |
| Die Sinker Apprentice |
| Die Sinker Leader |
| Die Tryout |
| Die Tryout |
| Die Tryout Apprentice |
| Die Tryout Leader |
| Gauge Maker-All Around |
| Scale Repair |
| Scale Repair Leader |
| Die Repair Locksmith |
| Locksmith Leader |

cba4/01271/5
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Toolmaker & Template Maker |
|---|
| Toolmaker & Template Maker |
| Toolmaker & Template Maker - Project Coordinator |
| Toolmaker & Template Maker Appr |
| Toolmaker & Template Maker Co |
| Toolmaker & Template Maker Ldr |
| Toolmaker (R & E Staff) Apprentice |
| Toolmaker (Research & Engineering Staff) |
| Toolmaker (Research & Engineering Staff)Leader |
| Toolmaker Team Leader |
| Toolmaker-Mechanical Umbrella |
| Toolmaker-Mechanical Umbrella-Team Leader |

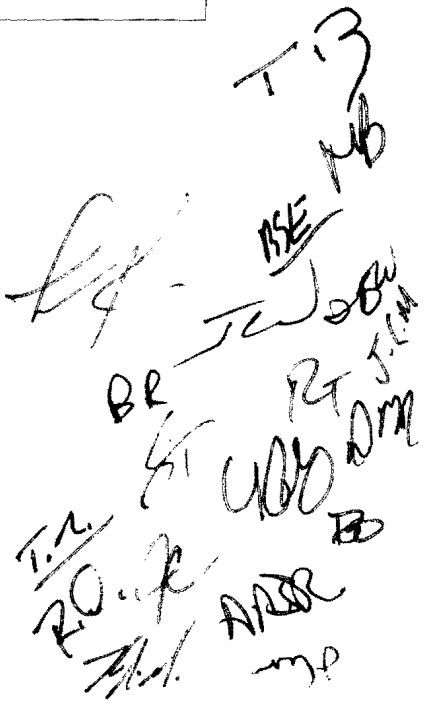
| Machine Repair |
|---|
| Hydraulic & Machine Repair (Lima) |
| Machine Repair |
| Machine Repair - Project Coordinator |
| Machine Repair - Woodhaven |
| Machine Repair Appr |
| Machine Repair Ldr |
| Machine Repair Leader |
| Machine Repair Woodhaven-Team Leader |
| Machine Repair-Wayne ISA - Mech Umb |
| Machine Repair-Wayne ISA - Mech Umb - Project Coordinator |
| Machine Repair Specialist |
| Machine Repair Specialist Leader |
| Team Member Mechanical |
| Team Member Mechanical Apprentice |
| Wayne ISA Machine Repair Mech Umbrella Team Leader |

cba4/01271/6
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

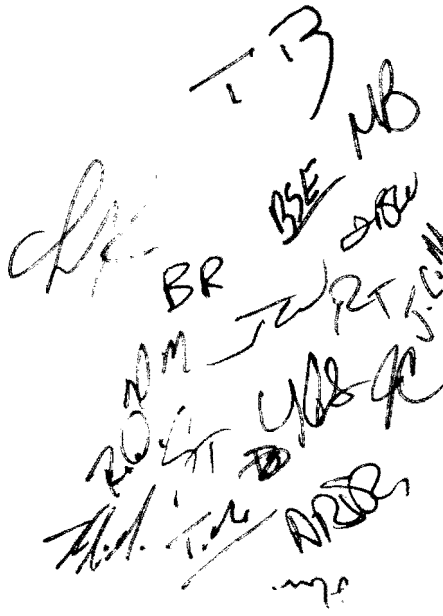
| Millwright |
| --- |
| Maintenance Gen. Plt. Skilled Millwright-Leader |
| Maintenance-General Skilled-Millwright |
| Millwright |
| Millwright - Project Coordinator |
| Millwright - Wayne ISA - Mech Umb. - STPC |
| Millwright Appr |
| Millwright Co |
| Millwright Ldr |
| Millwright Team Leader |
| Millwright Utility |
| Millwright-Mechanical Umbrella |
| Millwright-Mechanical Umbrella Team Leader |
| Millwright-Wayne ISA - Mech Umb |
| Wayne ISA Millwright Mech Umbrella Team Leader |
| Rigger |
| Rigger - Project Coordinator |
| Rigger Ldr |

| Sheet Metal Worker |
| --- |
| Sheet Metal Worker |
| Sheet Metal Worker - Project Coordinator |
| Sheet Metal Worker Appr |
| Sheet Metal Worker Co |
| Sheet Metal Worker Ldr |
| Tinsmith |
| Tinsmith Team Leader |



SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Plumber-Pipefitter |
| --- |
| Pipefitter-Mechanical Umbrella |
| Pipefitter-Mechanical Umbrella - Project Coordinator |
| Pipefitter-Mechanical Umbrella Team Leader |
| Pipefitter-Wayne ISA - Mech Umb |
| Pipefitter-Wayne ISA - Mech Umb - Project Coordinator |
| Plumber Pipefitter |
| Plumber Pipefitter - Project Coordinator |
| Plumber Pipefitter Appr |
| Plumber Pipefitter Co |
| Plumber Pipefitter Ldr |
| Plumber Pipefitter Team Leader |
| Plumber-Pipefitter/Welder (Twin Cities Only) |
| Wayne ISA Pipefitter Mech Umbrella Team Leader |
| Industrial Hydraulics |
| Hydraulic Repair |
| Hydraulic Repair Appr |
| Hydraulic Repair Project Coordinator |
| Hydraulic Repair Leader |



SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Welder General |
| --- |
| Welder General |
| Wayne ISA Welder Mech Umbrella Team Leader |
| Welder |
| Welder General |
| Welder General - Project Coordinator |
| Welder General Appr |
| Welder General Ldr |
| Welder General-Mech Unbrella-Team Leader |
| Welder General-Mechanical Umbrella |
| Welder-Wayne ISA - Mech Umb |
| Hardener-Tool & Die |
| Hardener-Tool & Die-Leader |
| Die And Maintenance Welder |
| Welder Team Leader |
| Welder Tool Die & Maintenance |
| Welder Tool Die & Maintenance Appr |
| Welder-Tool & Die |
| Welder-Tool & Die Co |
| Tool & Die Welder/Hardener |
| Welder-Tool & Die Ldr |

| Mechanic Auto |
| --- |
| Mech Auto-App |
| Mechanic Auto |
| Mechanic Leader |

cba4/01271/9
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Industrial Truck Mechanic |
|---|
| Ind Trk & Tow Rep-Wayne ISA - Mech Umb |
| Industrial Lift Truck & Tow Tractor Repair |
| Industrial Lift Truck & Tow Tractor Repair Appr |
| Industrial Lift Truck & Tow Tractor Repair Ldr |
| Maintenance General Skilled Indus Lift Trk Repair Ldr |
| Maint General Plant Skilled Industrial Truck Repair |
| Wayne ISA Ind. Lift Truck Mech Umbrella Team Ldr |

| ~~Refrigeration and Air Conditioning Machine Operator~~ |
|---|
| ~~Refrigeration & Air Conditioning Machine Operator~~ |
| ~~Refrigeration & Air Conditioning Machine Oper Appr~~ |
| ~~Refrigeration & Air Conditioning Oper Leader~~ |

| Refrigeration and Air Conditioning Maintenance & Installation |
|---|
| Refrigeration Maintenance & Installation |
| Refrigeration Maintenance & Installation - STPC |
| Refrigeration Maintenance & Installation Appr |
| Refrigeration Maintenance & Installation Ldr |

| Power House Mechanic |
|---|
| Power Maintenance #1 |
| Machinist-All Around Powerhouse |
| Machinist-All Around Powerhouse Appr |
| Machinist-All Around Powerhouse Ldr |

cba4/01271/10
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Stationary Steam Engineer |
|---|
| Power Service Heat Steam Air & Water |
| Power Service Heat Steam Air & Water Appr |
| Power Service Heat Steam Air & Water Ldr |
| Power House Engineer |
| Power House Engineer Appr |
| Power House Engineer Ldr |
| Power House Operator |
| Power House Operator Ldr |
| Powerhouse & Substation Operator #1(consolidate with Electrician at Rouge) |
| Powerhouse & Substation Operator #1 Ldr (consolidate with Electrician at Rouge) |
| Powerhouse Operator Apprentice |
| Engineer-Shift or Relief |
| Engineer-Relief |
| First Class Operator-Powerhouse #1 |
| Power Service Operator |
| Boiler Fire Hand |

| Metal Model Maker<br>(to be used only at VOGO Pilot Plant) |
|---|
| Metal Model Maker Metal |
| Model Maker Appr |
| Metal Model Maker Leader |

| Pyrometer - Cleveland<br>(to be used only at the Cleveland Site) |
|---|

| Inspector-Tooling & Layout (Non-Apprenticeable) |
|---|
| Inspector-Tooling & Layout Leader |
| Inspector-Tooling & Layout Project Coordinator |
| Inspector-Tools Dies Fixtures & Gauges |
| Inspector-Tools Dies Fixtures & Gauges Leader |
| Team Member Layout |

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Experimental Parts & Body Painter (Non-Apprenticeable)<br>(to be used only at VOGO Pilot Plant) |
|---|
| Experimental Parts & Body Painter Project Coordinator |

| Maintenance-General Plant-Skilled (Non-Apprenticeable)<br>(to be used only in FCSD and at VOGO Pilot Plant) |
|---|
| Maintenance-General Plant-Skl Project Coordinator |

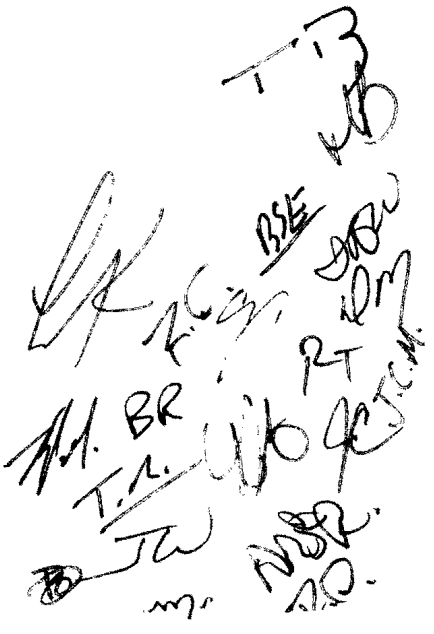
| Machining Specialist (Non-Apprenticeable)<br>(to be used only at Dearborn Tool & Die Plant and R&E Center) |
|---|
| Machining Specialist - R&E Center |
| Machining Specialist Leader - R&E Center |
| Machining Specialist-Leader |
| All Around Heavy Machine |

| Machinist (Non-Apprenticeable) |
|---|
| Boring Machine-All Around |
| Jig Borer-All Around |
| Jig Borer-All Around (Research & Enginrg. Staff) |
| Lathe-General |
| Processor-Experimental Machine Shop |
| Grinder - All Around |
| Grinder - External & Internal |
| Grinder - Surface |
| Tool Machine Operator |
| Tool Machine Operator Ldr |

cba4/01271/12
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Carpenter - All Around (Non-Apprenticeable) |
|---|
| Bricklayer |
| Bricklayer Ldr |
| Carpenter |
| Carpenter - Project Coordinator |
| Carpenter Ldr |
| Carpenter Painter |
| Carpenter Painter Leader |
| Cement Finisher |
| Cement Finisher Ldr |
| Furniture Finisher |
| Furniture Finisher Ldr |
| Painter |
| Painter Ldr |
| Painter Co |
| Painter-Brush & Spray |
| Painter-Sign |
| Paint Sign Leader |
| Plasterer |
| Plasterer Leader |
| Roofer |
| Roofer Ldr |
| *Heavy Equipment Operator *(Rouge Site & Livonia Transmission only) |
| Concrete Buster |



cba4/01271/13
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Will Not Re-Populate |
| --- |
| Construct & Test Prototype Matl. Handling Devices |
| Crane Operator - NW Boom Type |
| Inspector Gauge 1 |
| Inspector Gauge 1 - Project Coordinator |
| Inspector Gauge 1 Leader |
| Sewing Machine Attachment Folder Dev Maker Repair |
| Sewing Machine Repair |
| Automation Equipment Maker & Maintenance |
| Automation Equipment Maker & Maintenance Ldr |
| Service Garage Repair |
| Wayne ISA Welding Mach & Welding Fix. Rpr Team Ldr |
| Weld Mach Weld Fix & Rep-Wayne ISA - Mecumb |
| Weld Mach Weld Fix & Rep-Wayne ISA - Mecumb - STPC |
| Welding Machine & Welding Fixture Repair |
| Welding Machine & Welding Fixture Repair Ldr |
| Conveyor Structural Sketcher |
| Water Waste & Sewage Plant |
| Water Waste & Sewage Plant Leader |
| Diesel Mechanic & General Repair |
| Diesel Mechanic & General Repair Leader |
| Core Maker & Molder - Jobbing & Experimental |
| Mold Developer |
| Pipe Coverer |
| Pipe Coverer Ldr |
| Gear Trouble |
| Repair-Power Tools |
| Repair-Power Tools Ldr |
| Communication System Instal & Maintenance |
| Communication Sys. Inst.& Maint.-Project Coordinator |
| Communication System Instal & Maint Ldr |
| Cutter Grinder |
| Cutter Grinder Leader |
| Cutter Grinder-New |
| Waste Disposal Equipment & Minor Maintenance |
| Waste Disposal Equipment & Minor Maintenance Co |
| Waste Disposal Equipment & Minor Maintenance Ldr |
| Water Waste & Sewage Plant Operator & Maintenance |

cba4/01271/14
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Eliminated |
| --- |
| Air Compressor Operator |
| Blacksmith |
| Boilermaker |
| Boiler Repair |
| Body Shop Mechanic |
| Boring Mill - Lucas |
| Chipper Grinder Die Barber |
| Chlorine Maintenance |
| Clock Repair |
| Cold Head Dies |
| Detailer - Contouring & Profiler |
| Die Barber |
| Die Finisher |
| Die Maker - Tungsten Carbide |
| Diemaker Trim Dies |
| Diemaker - Steel Rule (not interchangeable with Diemaker) |
| Diesel & Heavy Equipment Mechanic |
| Electrical Construction High Tension #1 |
| Electrical Construction High Tension #2 |
| Experimental Template Maker & Checker |
| Experimental Welder Fixture & Weld Equipment Developer |
| Fire Hand - Head |
| Fixture Repair General |
| Gear Maker - All Around |
| Gear Shaver Sharpener |
| Grinder High Precision |
| Grinder Surface Blanchard |
| Inspector Gage Block |
| Inspector Gear - All Around Tool or Diemaker |
| Inspector Tooling and Layout New |
| Inspector Tool layout Funct. Test Qualified Tool & Diemaker |
| Instrument Repair - Precision |
| Inspector Gage 2 |
| Jig Borer General |
| Keller Operator |
| Lapper General Precision Gage 1st Class - incl. Leaders |
| Lathe Turret |
| Lathe Vertical - Over 4 Feet |

cba4/01271/15
e
10/22/15

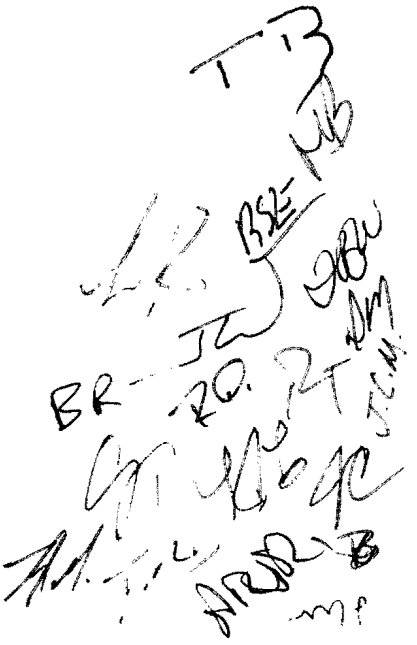
SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Eliminated |
| --- |
| Water Purification Maintenance |
| Water Controller- General Service |
| Welder Set-Up And Repair |
| Wood Worker On Plaster Models |
| Caster - Electrical Team |
| Caster - Mechanical Team |
| Communication Cable Splicer |
| Cutter Grinder A Carboloy |
| Cutter Grinder Utility |
| Die Repair & Fitter Trim Dies |
| Die Repair Assembly Upset Dies |
| Die Repair Forge Dies |
| Die Sinker Bench Finisher |
| Drill Press Operator |
| Electrical Team |
| Electrical Team Leader |
| Furnace Patrol |
| Gas Dispatcher |
| General Maintenance |
| General Service Team |
| General Service Team Leader |
| Hulett & Coal Tower Repair |
| Hydrotel Operator |
| Instrument Repair |
| Machine Maintenance Specialist |
| Machine Repair Vulcan |
| Material Control Specialist 1 (CCP) |
| Mechanical Maintenance Technician (Toolmaker, Machine Repair) |
| Mechanical Team |
| Mechanical Team Leader |
| Mill Maintenance |
| Millwright Repair |
| Molder - Jobbing |
| Pattern Layout - Metal - Qualified Patternmaker |
| Pattern Layout - Metal - Qualified Patternmaker Upg |
| Patternmaker - Metal |

cba4/01271/16
e
10/22/15

SKILLED TRADES CLASSIFICATION CONSOLIDATION

| Eliminated |
| --- |
| Patternmaker - Metal Apprentice |
| Patternmaker - Metal Leader |
| Plastic Duplicator Engineering |
| Pneumatic Equipment Repair |
| Refrigeration & Air Conditioning Machine Operator |
| Refrigeration & Air Conditioning Machine Oper Appr |
| Refrigeration & Air Conditioning Oper Leader |
| Roll Turning & Grinding |
| Test Machine Operator - Group Leader - Union Steward |
| Test Machine Operator - Group Leader |
| Trabon Repair |
| Wood Die Model Maker |
| Wood Die Model Maker Apprentice |
| Wood Die Model Maker Leader |
| Wood Model Machine Operator |
| Wood Model Machine Operator Leader |



XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Skilled Trades Maintenance Work

During the 2015 negotiations, the parties discussed the importance of supporting continuous improvement with the UAW-Ford skilled trades workforce for production and cost competitive maintenance support at the Company's U.S. manufacturing facilities. The parties recognize there are numerous opportunities to leverage the skills and abilities of the skilled trades workforce in full support of the maintenance operating system and continuous improvements objectives.

This letter confirms the parties commitment to actively pursue practical and cost efficient opportunities to support production that may include but are not limited to: vibration analysis, infra-red analysis, spindle repair, and robot refurbishment.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01454
a
09/17/15

November 3, 2007

Mr. Bob King
Vice President and Director
UAW-Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Skilled Trades Versatility and Training

During these negotiations, the parties had extensive discussions regarding skilled trades versatility and training. It was mutually recognized that although a number of Company locations have independently undertaken significant efforts in these areas there may be additional needs resulting from the agreed upon skilled trades classification consolidations. Further, both parties agree that all training should be based on individual need and that a "one size fits all" approach is neither effective nor acceptable. It also was mutually recognized that journeypersons' active participation in such training would maintain, increase, and broaden their technical skills while enabling enhanced product quality, operational effectiveness, and greater job security for the skilled trades workforce. Accordingly, the Company has agreed to commit the necessary resources to train affected skilled trades and related supervisory staff to ensure successful local implementation of classification consolidations.

Given these considerations, the parties agree that, within 90 days of the effective date of this Agreement, each location will establish a departmental/building skilled trades versatility matrix detailing requisite skills for each skilled trades classification in the department/building based on the classification consolidation. Each matrix will contain all skilled trades employees in the department/building, by classification, as well as all of the knowledge, skills, and abilities required to safely perform the tasks required of that trade at the required level of quality. This matrix will serve as the baseline/current state for a subsequent plan for each person. Based on the departmental/building versatility matrix and classification consolidation, a task-based plan for each skilled trades person will be established. This plan will include any skill development, including classroom, on-the-job, web-based, or other, that may be required to enable each individual skilled tradesperson to perform his/her particular job assignments safely and at the required level of quality.

cba4/01160/1
a
09/04/15

~~The local parties will oversee the completion and maintenance of the skilled trades versatility matrices and the plan for each journeyperson, and will identify necessary resources including the local Joint Apprenticeship Committee Representatives. The parties recognize that the National Skilled Trades Governance Committee may be called upon to resolve outstanding concerns that are not resolved at the local level.~~

~~Very truly yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

~~Concur: Bob King~~

cba4/01160/2
a
09/04/15

XX/XX/XXXX
~~November 3, 2007~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

~~Mr. Bob King~~
~~Vice President and Director~~
~~UAW, National Ford Department~~
~~8000 East Jefferson Avenue~~
~~Detroit, Michigan 48214~~

Dear Mr. Settles:

Subject: Social Security Disability Insurance Benefits (SSDIB) Filing Procedures and the Group Life and Disability Insurance Program (GL&DI)

~~Dear Mr. King:~~

This is to confirm our understanding regarding events associated with Accident and Sickness (A&S) and Extended Disability Benefits (EDB) as they relate to Social Security Disability Insurance Benefits (SSDIB). Outlined below are the mutually agreed upon procedures that will apply with regard to Section 11 (h) and Section 13(b) (1) (iii) of the GL&DI Program:

1. In the twenty-fourth~~forth~~ week of disability, the Insurer will send notice to the employee to explain the application requirements for SSDIB. Employees who do not expect to be disabled in excess of 12 months can submit a written statement to that effect from their legally licensed physician. A standardized form will be provided for this purpose. The physician statement must be supplied to the Insurer before expiration of the twenty-eighth week of disability. If the information is satisfactory to the Insurer and timely, the employee will be exempt from the SSDIB application requirement except as noted below.

2. Between the twenty-eighth and thirtieth week of disability, based on referral from the Insurer, the Social Security advocacy group, ~~UAW-Ford~~ New Legal Services Plan (provided the New Legal Services Plan meets the requirements described in the Legal Services Plan letter Social Security Insurance Benefit Claims), will evaluate those claims for

which no physician statement has been received as referenced in (1) above.

(a) For cases selected for SSDIB application process by the Social Security advocate, the employee will receive written notification from the Insurer outlining his/her responsibilities and the application assistance that will be provided to the employee through the advocate.

(b) Cases that do not immediately proceed through the Social Security advocacy process may be referred by the Insurer to the advocate at a future date and the employee may be notified at that time, that an application for SSDIB is required.

3. Social Security advocates will be used to assist the employee with the SSDIB application process and oversee the progression of the employee's case through to completion. Electronic withdrawal from the employee's bank account (account sweep) will be utilized by the Social Security advocate to efficiently recover the disability overpayment associated with any retroactive award of SSDIB.

4. The Insurer will reduce employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible if the employee fails to complete the initial SSDIB application within 45 days from the date of notification.

5. The Insurer will reduce an employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible effective the date of the original SSDIB application if:

(a) The employee chooses to stop working with the Social Security advocate at any time.

(b) The employee fails to agree to an electronic sweep of his/her account for purposes of collection of a retroactive award of SSDIB.

6. In the event the employee is referred for Social Security advocacy and the advocacy group determines the employee is not likely to be approved for SSDIB, a presumed SSDIB offset will not be applied.

7. In the event of a denial of SSDIB, the employee will be required to pursue any further action recommended by the Social Security advocate (e.g., reconsideration/appeal; hearing). If at any time the employee decides not to work

with the Social Security advocate, the Insurer will reduce employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible effective the date of the original SSDIB application.

8. At the recommendation of the Social Security advocacy group, an employee may be directed to make a second application for SSDIB. The request of the Insurer would be based on worsening of an employee's condition, continued disability, changes in Social Security rules, etc. In such cases, all of the above outlined actions would apply.

9. Employees who pursue a SSDIB application outside of the Social Security advocacy process must supply the Insurer with notice of SSDIB filing within 30 days of the application and provide the Insurer with notification of award/denial within 30 days of the decision. In the event of a denial of SSDIB, the Insurer may refer the case to the Social Security advocacy group to assist the employee with the appropriate next step in the review process. Cooperation by the employee is required to avoid a presumed offset of SSDIB.

10. At any time while an A&S or EDB claim is pending, upon request from the Insurer or Social Security advocate, an employee may be instructed to supply a completed authorization for the release of Social Security information. Failure to supply the authorization to the Insurer within 30 days of the request will result in a presumed offset of SSDIB effective the first of the month following the 30 day period.

11. If SSDIB is presumed pursuant to the foregoing provisions and the employee subsequently makes the required filing with Social Security and provides proof of the same to the Insurer, the employee will be refunded any benefits presumed on and after the date the required filing was actually made with Social Security. Any benefits presumed prior to the filing date with Social Security will remain offset against the employee's A&S or EDB for the duration of non-compliance.

Reminder notices will be sent to the employees throughout the claim process to help ensure the employee's understanding of his or her responsibilities in the process. In all cases, overpayments associated with a retroactive SSDIB award must be repaid in full to the Insurer within 30 days of award unless other repayment arrangements have previously been approved by he Insurer and/or Company. Failure to repay the full amount of overpayment within 30 days may result in a referral of the

overpayment amount to a collection agency, which may result in legal action.

No presumption will be made regarding Social Security old age insurance benefits unless the employee refused to provide evidence that such a benefit is not being received.

This process will be implemented as soon as practical following the conclusion of these negotiations. All processes, procedures, form/statements associated with this letter will be developed by mutual agreement by the parties.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~

~~Concur: Bob King~~

~~Note: This letter replaces the following letter:~~
~~• Integration of A&S and Social Security Benefits (SSDIB), October 9, 1999~~

cba4/01140/4
a
11/04/15

October 4, 2011

Mr. Jimmy Settles
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Sourcing – Training

During these negotiations, the parties discussed the issue of updating and enhancing the present sourcing website to provide employees a better understanding and working knowledge of the sourcing provisions of the UAW-Ford Collective Bargaining Agreement.

This letter is to serve as confirmation of the parties' agreement to enhance the present sourcing website.

Following completion of 2011 negotiations, the parties will meet to discuss the development and implementation of potential training for the National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC) and Local Job Security, Operational Effectiveness and Sourcing Committees (LJSOESCs).

To further assist the parties in evaluating potential sourcing actions, a TARR estimator will be added to the website within 6 months of the effective date of this agreement.

It is also agreed that modifications may be made to the website by mutual agreement between the parties during the term of the Agreement.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

---

Note: This letter replaces Sourcing – Training, September 15, 2003

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Special Conversion from Long Term Supplemental (LTS) to In-Progression

During these negotiations, the parties discussed Long Term Supplemental (LTS) employees who were used at certain facilities in positions that would otherwise be filled with permanent employees.

As such, the parties agree that LTS employees at the following locations will be converted to In-Progression employees on the effective date of the 2015 Collective Bargaining Agreement:

- Dearborn Truck Plant
- Flat Rock Assembly Plant
- Kentucky Truck Plant

The seniority date for employees converted to In-Progression in accordance with this letter will be the most recent date of hire, rehire, or reinstatement as an LTS employee.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01494
b
10/27/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Special Incentive for Hourly Production Employees Who Voluntarily Convert to Entry Level Employment Status at the Rawsonville and Sterling Plants

During these negotiations, the Company and the Union continued discussions regarding operational competitiveness issues at the Rawsonville and Sterling Plants. Labor costs were identified as a significant factor influencing the competitiveness and future viability of the operations at these locations.

Based on these discussions, and in an effort to reduce cost and enhance competitiveness at these locations, the parties have agreed to offer, subsequent to the ratification of the 20115 UAW-Ford Collective Bargaining Agreement, a special incentive program for hourly production (non-skilled) employees at these locations who voluntarily convert to Entry Level employment status. The basic principles and provisions of this Conversion to Entry Level Program (CELP) are as follows:

- UAW-represented regular, full-time, seniority production (non-skilled) employees at the Rawsonville and Sterling Plants will be eligible for the CELP.

- Eligible employees who accept a CELP offering will voluntarily relinquish their status as regular seniority employees, will be converted to Entry Level employment status, and will be placed into an Entry Level production (non-skilled) classification at their location, based on available work.

- Eligible employees who accept a CELP offering and convert to Entry Level employment status will receive a one-time cash incentive payment of $40,000 (gross, pre-tax amount). Applicable taxes and other legally-required deductions will be withheld from the incentive payment.

- Upon conversion under the CELP, employees will be subject to all UAW-Ford Collective Bargaining Agreement provisions applicable to Entry Level production (non-skilled) employees as defined in Volume I, Appendix V, except for Section IV, Part C of Attachment A to that Appendix.

9/13/15

cba4/01392/1NC
a
09/12/15

- Employees who convert to Entry Level employment status under the CELP will continue to earn service for eligibility purposes only under the Ford-UAW Retirement Plan, so long as they continue employment as an Entry Level production (non-skilled) employee with the Company, and can grow into early retirement eligibility.

- Employees who accept a CELP offering will not be eligible for Special Separation Programs or Special Retirement Incentives offered to regular non-Entry Level employees.

- Employees who convert to Entry Level employment status under the CELP may attain eligibility for future conversion to regular, non-Entry Level employment status in accordance with relevant Collective Bargaining Agreement provisions. However, such conversion to non-Entry Level employment status will be contingent on the employees' transfer, as job opportunities permit, to Company facilities other than the Rawsonville and Sterling Plants.

Additional details and specifications regarding the CELP, as well as the timing of CELP offerings, will be agreed upon jointly at a future date prior to implementation.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

9/13/15 JR JAM KdeB NC cba4/01392/2 a 09/12/15 NB MDC

BSE T:3 BR R.K. A.M. MB MP B.G. AMER. 9-13-15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Special Incentive for Skilled Trades Employees Who Voluntarily Elect to Redeploy to Production Jobs

During these negotiations, the Company and the Union continued ongoing discussions regarding potential measures to increase the competitiveness of the skilled trades workforce. As a result of these discussions, the parties agree to offer, subsequent to the effective date of the 2011 UAW-Ford Collective Bargaining Agreement, a Skilled Redeployment to Production (SRTP) program for eligible skilled trades employees, including skilled trades employees temporarily working in production/non-skilled jobs or on indefinite layoff.

Under this program, skilled trades employees who voluntarily and permanently* relinquish their skilled trades job and seniority rights and are placed in a production/non-skilled job will receive a one-time cash incentive payment of $50,000 (gross, pre-tax amount). Applicable taxes and other legally-required deductions (if any) will be withheld from the SRTP incentive payment.

Specific details regarding the SRTP, as well as the timing of its offering, will be agreed upon jointly at a future date prior to implementation. Additional limitations, by Company location and/or trade, on the number of tradespersons permitted to accept the SRTP may be required, based on operational needs.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

---

* Employees who accept the SRTP and at a later date are placed in a skilled trades job, e.g., through the UAW-Ford Apprentice Program or through application for an in-plant job opening in their former trade that cannot be filled through the Preferential Placement hierarchy, will receive new skilled date-of-entry seniority.

BSE BR T.T MB 9-13-15

9/13/15 JB AM MR cba4/01393 a 09/12/15 KdeB NC

RT B.C. A.M. NM T.G. T.R. AR JC

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Special Opportuntity to Return to Zone of Hire

During these negotiations, the parties discussed a mutual goal of providing continued employment for our workforce and minimizing the numbers of employees impacted by layoff. The parties further discussed certain circumstances where employees have been faced with a difficult decision of accepting an opportunity in another zone, and the subsequent effect of that transition on their families.

Based on these discussions, and in an effort to address hardship concerns of employees who have a desire to return to their zone of hire, the parties have agreed to allow eligible employees to volunteer to be placed on a list that will be used to canvass for future openings that arise during the term of the 2015 UAW-Ford Master Agreement.

The basic principles and provisions will be as follows:

- A one-time thirty (30) day sign up period will be determined by the NJSOESC and will be held as soon as practicable after the ratification of the 2015 Collective Bargaining Agreement during which eligible employees may elect to be placed on a list for future openings in their zone of hire.

- Eligible employees include those employees who elected an out-of-zone opportunity since March 13, 2009, but prior to the conclusion of the sign up window described above. This includes legacy employees who elected the Enhanced or Modified Enhanced Moving Allowances, as well as former Ford temporary and ACH hourly employees who accepted a Ford Entry Level opportunity out-of-zone.

- 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 after exhausting the hierarchy steps but prior to hiring from the street.

9/13/15 VBB JAM JB NC
cba4/01463/1
d
09/11/15 KdeB MR

B.K. AM JW 9-13-
RT A.M. B.G.

- Opportunities will be offered in order of the employee's Ford Service Date, highest to lowest seniority. 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 higher last four SSN digits deemed as indicative of greater seniority (e.g. 9999 shall have greater seniority than 0000). Skilled employees will be considered in seniority order based upon their Date of Entry, highest to lowest; in the event of a tie, the employee's Ford Service Date highest to lowest would be secondary, and if necessary, the last four digits of the employee's Social Security Number as described above would be the final tiebreaker.

- 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).

- Backfills at the sending location will be based on operational needs, and not subject to the Placement Hierarchy.

- Eligible employees who either decline or do not respond to the opportunity offer will not be contacted for subsequent opportunities under this special agreement and will be removed from the list.

- Eligibility of volunteers will be subject to review and validation by the NJSOESC.

Due to the potential high numbers of volunteers from the same location that may be offered opportunities, exit timing may be staggered to minimize adverse operational impact.

The Grievance Procedure set forth in Article VII of the UAW-Ford Collective Bargaining Agreement 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 Sourcing Committee.

Very truly yours,

Stacey Allerton,

cba4/01463/2
d
09/11/15

Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01463/3
d
09/11/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Sterling Axle Plant Understandings Regarding Transitioning Non-Skilled Workforce to Entry Level

The parties previously agreed that insourcing of any work to the Sterling Axle Plant would be dependent upon a favorable business case, which includes performing such work at competitive Entry Level wage rates. In the 2011 negotiations, the parties agreed that hourly non-skilled employees hired or rehired at the Sterling Plant subsequent to the effective date of the 2011 Agreement would be governed by the provisions set forth in CBA Appendix V - *Memorandum of Understanding, UAW Ford Entry Level Wage and Benefit Agreement*. Additional understandings, providing for movement toward an eventual Sterling Plant hourly non-skilled workforce comprised exclusively of Entry Level employees (and providing starting/production rate specifications), were set forth in the November 3, 2007 Letter of Understanding entitled *Administration of Appendix V - Rawsonville and Sterling Axle Plants*.

Accordingly, the parties agreed that an expeditious transformation to an Entry Level non-skilled workforce at the Sterling Plant is desirable and will require various joint efforts. The parties agree to work together to maximize opportunities for the placement of regular non-Entry Level Sterling Plant non- skilled seniority employees at other Ford Motor Company locations. As such, Sterling legacy employees will be considered as surplus and will be included in all future voluntary preferential placement opportunities. Employees that have previously left Sterling and transferred to their location and those that will leave in the future will not have rights to return to Sterling under the provisions of Appendix O or Article VIII, Section 1-(b).

cba4/01409/1
a
11/04/15

We appreciate the collaborative effort between the UAW and Ford to work toward moving Sterling into a more competitive position in the marketplace.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01409/2
a
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue

Dear Mr. Settles:

Subject: Summary Tracking for Non Full-Time Employees

During these negotiations, the Union requested, for purposes of fairness and transparency about the use of non full-time employees, that the Company continue to provide a complete summary of all such employees.

The summary will include the employee's full name, date of placement on the active roll, and the reason such employee is needed.

The parties agreed the summary shall be presented at ~~a~~ the weekly NFD/Labor Affairs Manpower meeting~~,~~. ~~referred to as the "2-on-2", between the Vice President/Director of the National Ford Department and the Executive Director of U.S. Labor Affairs, or their designees.~~

~~Very Truly Yours,~~

~~BILL DIRKSEN,~~
~~Executive Director~~
~~Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01427
a
10/31/15

~~November 3, 2007~~

xx/xx/xxxx

~~Mr. Bob King~~
Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Supervisor, Committeeperson, Team Leader, and Labor Relations Representative Early Intervention Training

During the 2007 negotiations, the Company and the Union discussed the importance of timely completion of Supervisor, Committeeperson, Team Leader and Labor Relations Representative Early Intervention training. The parties reaffirmed that early intervention by supervisors, committeepersons, team leaders, and/or labor relations representatives to assist employees in obtaining prompt, confidential EAP support is an important element in the recovery process. Early intervention is critical for helping employees understand how abuse of alcohol, drugs, and other personal concerns can lead to excessive absenteeism and declining job performance. All supervisors, committeepersons, team leaders, and labor relations representatives must be trained with the knowledge and skills to identify and assist employees in need.

An "Early Intervention Training Module" has been developed and will be a tool for local and broader use in periodic supervisor, committeeperson, team leader, and labor relations representative training, or other training opportunities as they present themselves (e.g., CBAT training).

In order to facilitate the completion of the Early Intervention Training Module, the Local Response Teams will be required to discuss and determine the most effective means of conducting the training at the local level. Upon this determination, the Employee

Support Services Program Representative will contact the National Employee Support Services Program Committee which will provide the appropriate support.

Very truly yours,

cba4/00975/1
a
09/01/15

~~JACK HALVERSON, Director~~
~~Joint Education, Development~~
~~& Training and~~
~~National Programs Center~~
~~Labor Affairs~~

Jack Halverson,
Manager
Union Relations

Concur: ~~Bob King~~ Jimmy Settles

9/4/15
JAK 9/4/15 cba4/00975/2
9/8/15 a
09/01/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Surviving Spouse Benefit Communications

During these negotiations, the Union expressed an interest in providing information regarding surviving spouse benefits to applicable participants under the Ford-UAW Retirement Plan ("Plan"). The parties agree to prepare jointly an annual communication to provide such information, including, but not limited to, information regarding applicable Plan provisions, deadlines, and other requirements related to Plan survivor benefits. It is anticipated that this information would be mailed to Plan participants and it will be discussed by both parties prior to mailing to confirm that mailing is still the preferred approach. The parties will discuss what other mediums could be used to supplement this mailing.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

cba4/01465
b
09/16/15

~~November 3, 2007~~

XX/XX/XXXX

Mr. Bob ~~King~~ Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~King~~ Settles:

Subject: Tax-Efficient Savings Plan for Hourly Employees ("TESPHE") - Eligible Automatic Enrollment Arrangement

The parties recognize the importance of saving for retirement, and that the TESPHE is an effective tool to accomplish this goal. To this end, the parties agreed, during these negotiations, to implement an Eligible Automatic Enrollment Arrangement ("automatic enrollment") as provided for under Section 414(w)(3) of the Internal Revenue Code of 1986 ("Code"), as amended, with a permissive withdrawal feature. Timing of implementation of automatic enrollment is subject to the recordkeeper's ability to provide full functionality of the agreed upon features. The projected implementation date is ~~July 2008~~April, 2016, or as soon as administratively feasible thereafter.

Automatic enrollment will apply one time only to all ~~non-participating~~ Employees~~, unless they have made an affirmative election~~ who are not ~~to contribute~~contributing to the TESPHE. ~~(e.g., stopped contributions or opted out or participation).~~ Affected Employees will be given a minimum 45 day notification period before the initial contribution is deducted ~~to allow Employees~~ to opt out. No deductions will be taken before the ~~Employee's eligibility~~implementation date.

Employees subject to automatic enrollment will be deemed to have elected to have the Company contribute 3% of eligible wages as a ~~Tax-Efficient Savings~~Pre-Tax Contribution under the TESPHE. The default investment option for such contributions will be a target-date fund (based on the Employee's age and assuming the Employee will begin distribution of ~~his or her~~ assets at age 65). Employees may elect another investment option for such contributions and/or transfer the assets to any available investment option under the Plan at any time.

The enrollment will also include an automatic escalation (or increase) of the 3% contribution rate by 1% each year effective April 1, until the contribution rate reaches 6%.

cba4/01166/1
c
11/01/15

Employees may make a request to cancel automatic enrollment contributions and/or turn off the automatic escalation at any time. They will have the ability to increase or decrease their contribution rate at any time. They also may request a withdrawal of that portion of their account balance attributable to automatic enrollment, as prescribed under Code Sections 414(w)(1) and 414(w)(2), as may be amended, and in such a manner and at such time as the Committee may determine. The withdrawal request must be made within ~~90~~60 days from the first automatic enrollment contribution. The amount distributed as a result of the withdrawal will represent the market value (including any gains or losses) of that portion of the Employee's account balance attributable to automatic enrollment. The distribution will include the Employee's account balance attributable to automatic enrollment contributions through the effective date of any request for withdrawal.

The automatic enrollment and automatic escalation will also be implemented going forward for all newly-hired Employees as of the implementation date.

The TESPHE will be amended accordingly.

~~Very truly yours,~~

~~LEE MEZZA, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

~~Concur: Bob King~~

MAK
RW
BJS

cba4/01166/2
c
11/01/15

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Tax-Efficient Savings Plan for Hourly Employees (TESPHE) Roth 401(k) Feature and Qualified Reservist Distribution

During these negotiations, the parties discussed the Union's interest in offering a Roth 401(k) feature and qualified reservist distribution under the TESPHE. The parties agreed that the Company would investigate the administrative requirements of offering these features during the term of the Agreement.

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

MB
BR
RW
MK
BSS
RW
RT MP D.W.
9-22-15

cba4/01447
a
09/14/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Telemedicine Benefit Offering

During the course of these negotiations, the parties have discussed our mutual interest and desire to improve access to care, while also maintaining quality of care and controlling costs.

Early market indications are that a telemedicine benefit offers convenient, easy access to affordable, high-quality medical care for adults and children experiencing non-emergency medical issues.

The Company agrees to provide a telemedicine benefit offering for the term of this contract, implemented as soon as administratively feasible after completion of the procurement process, to all hourly groups enrolled in the National PPO plan and/or another pilot plan if agreed to by the parties. The parties agree that the Company's standard vendor selection process will be used in order to choose a qualified vendor to provide such services. Each telemedicine visit, as defined by the telemedicine provider, will be subject to a $10 copay. In addition, the Company will waive the copay associated with each member's first telemedicine visit as an incentive to use the program. The parties agree to develop a campaign to promote the program and encourage employee participation.

The parties further agree to measure the program's utilization in the National PPO plan and/or another chosen pilot plan. The parties will measure the program's utilization after one year of incurred claims data is available to determine if the program should be expanded. If the program is successful, as measured by registration and utilization, the Company and UAW may mutually agree to expand the telemedicine benefit offering to all alternative medical plans where administratively feasible.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01452
f
10/20/15

XX/XX/XXXX

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 them.

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,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01470
a
09/14/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Timekeeping Administration

During these negotiations, the parties recognized that certain timekeeping administrative processes have a direct effect on the administration of the SUB plan, including coordination with state unemployment.

The Company has committed to the investment into a new timekeeping system that will assist in reducing certain administrative issues related to the SUB plan. Currently, the planned roll out of the new timekeeping system will begin the 1st quarter of 2016.

As with any new technology roll out, there are sometimes delays that cannot be foreseen. With that, the Company commits to review with the UAW on a quarterly basis as to the current status of the implementation.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01473
b
09/21/2015

XX/XX/XXXX

Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Tool Room Effectiveness

During the 2015 negotiations, the parties discussed the effectiveness of tool room machining in Company facilities and its importance in decreasing down time and associated costs.

As a result of these discussions, the Company agrees to invest $5 million dollars in equipment to upgrade and modernize tool room machinery. The National Joint Skilled Trades Governance Committee will review the current status of plant tool rooms and make recommendations on investment opportunities.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

cba4/01490
e
11/02/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Total Cost

During the 2011~~4~~5 negotiations, the parties reaffirmed the importance of promoting a total cost perspective by eliminating wasteful procedures across manufacturing operations. This was in response to the Union's concern that local management relies primarily on work force reductions to reduce costs, without exploring other areas where cost reductions could be accomplished.

In responding to the Union's concerns, the Company emphasized that continuous improvements in all aspects of the business, including work force productivity and cost reductions, are essential to meet competitive challenges in the global automotive industry. Through several negotiations and agreements, the parties have recognized that competitiveness and job security go hand in hand. In labor intensive manufacturing operations the bulk of opportunities are directly tied to work force productivity and labor costs. This situation is true for both Ford's foreign and domestic competitors. Therefore, to remain competitive the Company must continue to explore all opportunities for potential total cost reductions.

Plant Total Cost Process

The Company recognizes the Union's interests and concerns in this regard and will continue to emphasize a total "four walls" cost approach in cost reduction efforts. Labor and overhead will continue to be an element of total cost. Ford utilizes labor hours per unit as a measure of productivity and improvement over time. The strategy and tactics to achieve our productivity objectives require favorable financial analysis and decisions should not be made solely on the basis of reducing hours per unit. The Ford Production System (FPS) Process can provide the knowledge and capability to teams to identify other areas of waste within our manufacturing processes and generate real, bottom line savings. Plant cost objectives are based on achieving total cost objectives, including, but not limited to: labor, overhead, inventory, supplies and services, fuel, scrap, energy costs, indirect materials, ~~raw and bulk material,~~ freight,

production material and spending related costs. SNURK system ~~Plant On-Line Reporting (POLR)~~ will be available for tracking of cost performance.

Communications Process

To further promote the total cost perspective throughout manufacturing organizations, the following actions will be taken to ensure effective communication:

- Annual cost objectives for North America will be communicated to the UAW-Ford Department by the Vice President, North American Manufacturing and the Controller of Manufacturing Operations.

- Following the above notification, the total budget task will be communicated annually at the plant level to the local Chairperson by the Plant Manager and Controller. As each plant determines how to manage its task, local leadership will be encouraged to identify additional, or alternative, ways the task can be achieved.

- Continuous improvement actions achieved by the ~~work group/team~~ hourly workforce that result in direct savings to the plant labor and overhead budget, will be used to offset the annual task. The parties agree to implement the "Cost Save Idea Process" in each plant/unit. This process provides a standard method for joint local leadership to evaluate and review cost save ideas.

- [1]Engaging the work group/team members to improve the business will result in long term plant viability and job security. Examples of where work groups/teams can contribute to plant metrics include: throughput and productivity improvements, downtime reduction, scrap reduction, industrial materials savings, labor and overhead, fuel and utilities, bulk materials, and other areas that contribute to achieving the plant's overall annual cost objectives.

- Monthly cost performance will be communicated to the local Chairperson by the Plant Manager.

[1] This language previously attached to the bullet point above.

cba4/01149/2
a
09/02/15

- Standard team cost metrics will be communicated to Team Leaders by operations management. The communications should reflect a "four walls" cost approach and also contribute to the plant's cost performance.

- Team Leaders will participate in additional opportunities to impact cost performance positively.

- The National Continuous Improvement Forum will develop local plant guidelines including, but not limited to, meeting agenda items, meeting attendees, meeting frequency and content topics.

Support for Insourcing Ideas

Local Job Security Operational Effectiveness Committees (LJSOECs) are encouraged to develop proposals on ways to add business/jobs on a competitive basis, utilizing existing cost methodologies agreed to in Appendix P, with the recognition that national level UAW and management support may be provided where assistance from Purchasing or Product Development is required.

Redeployment Strategy

If as a result of FPS continuous improvement efforts, plants have surplus employees, elements of a successful redeployment strategy should include, but not be limited to, the following:

- Assigning available employees to improvement teams, quality teams or other work directly related to the achievement of business goals.

- Using available employees as a resource to enable training required for business skills.

- Redeploying employees to regular job openings, including the potential of team leaders, as attrition occurs or due to growth.

The parties believe that discussion and engagement of this total cost perspective will help to foster an inclusive environment where all employees aggressively pursue opportunities to reduce cost and enhance competitiveness.

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~

cba4/01149/3
a
09/02/15

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Jimmy Settles~~
Concur: _____
Jimmy Settles

cba4/01149/4
a
09/02/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Traditional Plan PPO Network

Introduction

During these negotiations, the Company and the Union discussed the various health care plans that currently are available to Ford employees. The Company expressed concern that the Traditional Plan has become increasingly less cost-effective and indicated that more favorable provider rates might be obtained if the network of participating providers was narrowed.

The Company and Union mutually agreed to develop and implement a program to administer the Traditional Plan through a national Preferred Provider Organization (PPO) in those states in which Blue Cross Blue Shield (BCBS) or other mutually agreed upon carrier is the claims processor. The basic benefit schedule will be identical to Traditional Plan benefits, except for psychiatric care and substance abuse treatment, which will be administered separately as described in the Letter of Understanding, subject: Mental Health and Substance Use Disorder Managed Care Program, dated October 4, 2011. The following details some of the features which will comprise the basis for the new plan.

Control Plan Responsibilities

The Control Plan~~, Blue Cross Blue Shield of Michigan (BCBSM),~~ will assume responsibility for establishing the new PPO network and for managing day-to-day operations subject to the approval of the Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program who will retain general oversight of the plan and will work with ~~BCBSM~~ the Control Plan to ensure that all enrollees have adequate provider access.

The PPO plan will be based on a panel of providers within a defined service area. In establishing and maintaining the panel of providers in each state, ~~BCBSM~~ the Control Plan will be responsible for:

- Defining the network and recruiting providers (physicians, hospitals, laboratories, therapists, etc.)

BJJ
JAK

cba4/01091/1
c
11/02/15

- Establishing the terms for provider participation in the panel network, including payment rates
- Credentialing providers, as appropriate
- Periodically evaluating the performance of the panel providers
- Conducting the Predetermination Program and utilization reviews
- Monitoring the appropriateness of referrals by panel physicians

The Benefit Schedule

The Traditional Plan basic benefit schedule as of September 15, 2003, will be unchanged. The enrollee's share of the cost will be determined by whether or not the provider is:

- A panel provider
- A ~~BCBS~~Control Plan participating provider
- Located within the network service area

Payment in Full

Benefits will be paid in full if services are received from:

- A panel provider
- A non-panel provider outside the plan's service area, if the provider is a ~~BCBS~~Control Plan participating provider
- Any provider the enrollee is referred to by a panel provider

Enrollee Co-payments

Each enrollee will be responsible for paying 10% of the reasonable and customary rate, but not more than $250 per individual or $500 in each plan year for the entire family, if services are received from:

- A non-panel provider inside the plan's service area, if the provider is a ~~BCBS~~Control Plan participating provider

JAK

- A non-panel provider either inside or outside the service area, and the provider is not a ~~BCBS Control~~ Plan participating provider.

Office Visit

Effective January 1, 2012, office visits benefits are covered as described below:

a. Office visits by enrollees to network providers, or to other providers with an approved advance referral, are subject to a $20 co-payment per visit.

b. Office visits to non-network providers, without an approved advance referral, are not covered and are the enrollee's responsibility.

c. Described above, the enrollee co-payment section is not applicable to office visits coverage.

Urgent Care Centers

Effective January 1, 2012, urgent care centers are covered as described below:

a. Urgent Care Center (UCC) visits are subject to a $50 co-payment for each visit to a network UCC for covered services.

b. Facility services in urgent care centers as approved by the carrier.

~~b~~c. For covered services obtained at a non-network UCC, the enrollee is responsible for the network UCC co-payment plus possible additional amounts in excess of the network allowed amount. The carrier's payment to a non-network UCC will be the network allowed amount for the same service, or if less the actual charges, minus the network UCC co-payment.

~~c~~d. The UCC co-payment will be waived if the enrolled member is transferred directly from the UCC to an Emergency Room. In this situation, the Emergency Room co-payment, described below in the emergency room section will then apply.

~~d~~e. Described above, the enrollee co-payment section is not applicable to UCC coverage.

Emergency Room

Effective January 1, 2012, services provided at an emergency room are covered as described below:

JAK

a. Emergency Room (ER) visits are subject to a $100 co-payment for each visit to an ER to receive covered services related to and accidental injury or a medical emergency using the prudent lay person standard as defined below.

b. The ER co-payment will be waived if the enrollee is admitted into the hospital directly from the emergency room or placed into observation to receive covered ~~inpatient hospital~~ services~~,~~. Coverage for ER visits or observation care is not limited in the hours of duration.

c. If the enrollee receives covered ER services at a non-network provider and does not have the ability or control to select a network provider, the carrier will defend the enrollee on the basis that the allowed amount is the reasonable and customary reimbursement for services or supplies in question. In such situations, the enrollee is still responsible for the ER co-payment.

d. Described above, the enrollee co-payment section is not applicable to ER coverage.

"accidental injury" means a bodily injury such as a strain, sprain, abrasion, contusion or other condition which occurs as the result of a traumatic incident such as, but not limited to: ingestion of poison; overdose of medication, whether accidental or intentional; allergic reaction resulting from trauma, such as bee stings or insect bites; inhalation of smoke, carbon monoxide, or fumes; burns, frostbite, sunburn, and sunstroke; and attempted suicide.

"medical emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

Timing

The Company and Union recognize that there are several issues concerning the transitioning of enrollees to the new program and developing appropriate adjustments to calculating the local plan's composite premium rates (as defined in the letter of understanding: Alternative Plan Value, dated October 9, 1999) to account for the differences in provider discounts. Therefore, the

parties agree to further develop the specific design, resolve associated issues, develop a transition plan, and to implement the plan no later than March 1, 2005.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~

~~Concur: Jimmy Settles~~

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01091/5
c
11/02/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Transition of Same-Sex Domestic Partner Benefits

During these negotiations, the Company and the UAW discussed the U.S. Supreme Court's decision in Obergefell v. Hodges in which the Court struck down state bans on same-sex marriage. Effective June 26, 2015, states now are required to license same-sex marriages and to recognize such marriages performed in other states. As a result of this decision, same-sex marriages will now be considered legal in all states.

The Company and the UAW further discussed the effect of the Court's decision on Company-provided benefits under the Insurance Program, including H-S-M-D-D-V Expense Coverages and Group Life and Disability Insurance. The parties have determined that, since same-sex domestic partners may now legally marry in any state, the Company will provide a one-year transition period, beginning December 31, 2015, before subsequently eliminating Same-Sex Domestic Partner benefits. The Company will send legally required notifications to all participants to inform them of this change.

Should the Obergefell v. Hodges decision be overruled or revised, by the Court or Act of Congress, the parties agreed that the eligibility language covering Same-Sex Domestic Partners and their children will revert back to the Same-Sex Domestic Partner language contained within this Agreement and the discontinuation of Same-Sex Domestic Partner status will cease to have effect as soon as administratively possible following such Court decision or Act.

H-S-M-D-D-V Program

The parties agree that the Company may take such actions as are necessary to terminate Company-provided Same-Sex Domestic Partner H-S-M-D-D-V benefits effective January 1, 2017.

Same-Sex Domestic Partners, when removed from Company provided coverage, do not qualify for COBRA coverage under federal regulations. However, the Company has made arrangements for a cash pay continuation of coverage for dependents losing eligibility as defined in this

letter. This coverage continuation will be administered consistent with COBRA.

Effective January 1, 2017, ATTACHMENT A titled, "Same-Sex Domestic Partner Benefits," dated November 3, 2007, will be terminated. In the event an active employee dies on or before December 31, 2016 while having an eligible Same-Sex Domestic Partner enrolled for coverage, the Company will continue coverages for the enrolled and eligible Same-Sex Domestic Partner (and eligible and enrolled children, if any) as described in that letter.

Group Life and Disability Insurance Program

Except as otherwise provided in this letter, the parties agree that life insurance coverages for Same-Sex Domestic Partners and children of Same-Sex Domestic Partners, as defined in the Group Life and Disability Insurance Plan contained in the Agreement, will terminate effective January 1, 2017. Such termination shall apply to Company-provided and employee-paid coverages. Employees and retirees enrolled in employee-paid coverage(s) must contact the Insurer to terminate coverage for a Same-Sex Domestic Partner.

Qualified Same-Sex Domestic Partner Survivors, as defined in Sections 9(a) and (f) of the Group Life and Disability Insurance Plan who were receiving Survivor Income Benefits (Transition Survivor Income Benefit and Bridge Survivor Income Benefit), subject to the plan provisions set forth in the XX/XX/XXXX Group Life and Disability Insurance Plan, prior to January 1, 2017 shall continue to receive such Survivor Income Benefits. Further, Qualified Same-Sex Domestic Partner Survivors shall be eligible for Survivor Income Benefits where the eligible employee died on or before December 31, 2016.

Same-Sex Domestic Partners of deceased employees and retirees will continue to be eligible for Dependent Group Life Insurance, as provided in Exhibit I (IX) of the Group Life and Disability Insurance Plan, if the employee or retiree was enrolled in the Dependent Group Life Plan at the time of death on or before December 31, 2016.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

cba4/01458/2
e
10/16/15

ATTACHMENT A

November 3, 2007

1

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Same-Sex Domestic Partner Benefits

The parties agreed to offer domestic partner benefits in recognition that the Company employs, and the UAW represents, people from various and diverse backgrounds. Consistent with our belief that a diverse workforce is an important asset, and in line with the interest to be fair, equitable and fiscally responsible, the Company and the UAW agreed to expand the eligibility requirements to eligible same-sex domestic partners of eligible active employees for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages effective August 1, 2000.

Eligibility Rules for Same Sex Domestic Partners

The Company offers domestic partner H-S-M-D-D-V coverages to eligible active employees who have a qualifying same-sex domestic partner relationship. Employees who retired effective August 1, 2000 or after under the Ford-UAW Retirement Plan or employees who terminated effective August 1, 2000 or after as provided under Section 4 (d) of the H-S-M-D-D-V Program, while covering a domestic partner and/or a domestic partner's eligible children, will be permitted to cover those dependents under the Company's hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages during retirement, subject to the applicable terms and conditions which apply to all other H-S-M-D-D-V Program participants. Additionally, in the event a retiree under the Ford-UAW Retirement Plan dies while having an eligible and enrolled domestic partner, the domestic partner (and eligible and enrolled children, if any) will be eligible for coverage in the same manner as if the domestic partner were a surviving spouse under Section 4 (e) (1) of the H-S-M-D-D-V Program. No new same-sex domestic partner dependents may be added after retirement.

This understanding is an expansion of Section 10, Dependent Eligibility Provision, H-S-M-D-D-V Program presently available under our Agreement for active employees and their eligible dependents. In

cba4/01458/4
e
10/16/15

addition, all other applicable provisions of the H-S-M-D-D-V Program shall apply.

In the event an active employee dies while having an eligible domestic partner enrolled for coverage, the Company will continue hospital, surgical, medical, prescription drug, hearing-aid expense coverages (but not dental or vision expense coverages) for the enrolled and eligible domestic partner (and eligible and enrolled children, if any) as if the domestic partner were a surviving spouse under Section 4 (e) (2) or (3) of the H-S-M-D-D-V Program provided such domestic partner otherwise meets the terms of Section 4 (e) (2) or (3) (a domestic partner for this purpose will be treated as a Class A or Class B Survivor if the domestic partner relationship has existed for at least 1 year immediately prior to his/her death). Nothing contained herein shall be construed as providing eligibility for monthly survivor income benefits.

The parties agree that a same-sex domestic partnership is defined as a relationship between two people who meet ALL of the following criteria:

- Are the same sex,
- Have shared a continuous committed relationship with each other for no less than 6 (six) months, intend to do so indefinitely, and they have no such relationship with any other person,
- Are jointly responsible for each other's welfare and financial obligations,
- Reside in the same household,
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence,
- Must reside in a state where marriage between persons of the same sex is not recognized as a valid marriage by the state, or, if residing in a state which recognizes same-sex unions, have entered into such union as recognized by the state,
- Each is over age 18, of legal age, and legally competent to enter a contract, and
- Neither is married to a third party.

Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all of the above criteria. The effective date of coverage will be the date the affidavit is notarized provided the employee is otherwise eligible for health care coverage and notifies the Company within 30 days from the date the affidavit is notarized or, if later, the first of the month following receipt of the affidavit by the Company.

cba4/01458/5
e
10/16/15

The Company shall have the right of determining eligibility for the benefit, consistent with the provisions described above. The primary enrollee claiming initial or continuing eligibility of a domestic partner and/or dependent(s), if any, shall furnish any documentation that may be necessary to substantiate the claimed eligibility of the domestic partner and/or dependent(s).

The parties agreed that in those instances where a legal jurisdiction (i.e., state) recognizes same-sex marriages, or other forms of same-sex unions, a legal marriage, or other legal union, will be required to establish or continue coverage for those employees who reside in such jurisdiction.

In these cases, coverage will be effective as of the date of the marriage, or other such state recognized union, provided the employee is otherwise eligible for health care coverage and notifies the Company within the time limitations presently in place for adding a dependent.

Children of an employee's domestic partner will be considered eligible if they meet the requirements to be the employee's dependents under Section 151 and 152 of the Internal Revenue Code. In those cases, employees will not be taxed on the value of the child's coverage (see Tax Consequences below).

It continues to be the employees' responsibility to remove dependents who are no longer eligible for coverage under the Company provided health care plans, i.e., at the point in time when they are no longer eligible under the provisions of our negotiated agreements and this letter of understanding.

Continuation of Coverage

Same-sex domestic partners, when deleted from Company provided coverage, do not qualify for COBRA coverage under the federal government's regulations regarding COBRA continuation of coverage. In addition, certain alternative plans may not provide COBRA-like coverage. The Company has made arrangements for a COBRA-like cash pay continuation of coverage with eligibility rules and payment arrangements as apply under COBRA, for persons who no longer meet the eligibility rules as defined in this letter and under our bargaining agreement.

Tax Consequences

Because of IRS regulations, enrollment of a domestic partner is likely to result in tax consequences to the employee since the IRS and state laws as of the date of this agreement do not recognize a same-sex partner as a legal spouse. In those instances when the non-employee partner does not qualify as a dependent of the employee under Sections

151 and 152 of the Internal Revenue Code, the fair market value of the benefits provided for the partner will be imputed (taxable) income to the employee.

The Company will assume that when employees enroll same-sex domestic partners for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages, the domestic partner does not meet the Internal Revenue Code requirements for dependent status, unless the employee provides acceptable proof to the Company to the contrary.

Confidentiality

As with all personnel files, health care elections are treated as strictly confidential information. Company and UAW Benefits Representatives will be instructed regarding the confidentiality of all benefit matters and to apply strict confidentiality regarding the issue of domestic partner eligibility.

Health Care Plan Options Accepting Same-Sex Domestic Partners

It is the intent of the Company to make same-sex domestic partner coverage available under all health care plans offered by the Company to eligible members. Some Health Maintenance Organizations, (HMOs), Preferred Provider Organizations (PPOs), and Dental Health Maintenance Organizations (DHMOs) may not make such coverage available to the Company and therefore, the Company will not be able to make such coverages available to employees who are enrolled under these plans.

Some state laws may not allow insured plans to provide same-sex domestic partner benefits for health care. In these instances, employees eligible for National PPO Plan coverage who elect domestic partner coverage may change their health care plan to the National PPO Plan (which is self-insured and therefore not subject to such state laws) or to another available alternative plan that does accept domestic partner coverage, concurrent with the effective date of adding a qualifying domestic partner for coverage.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

[1]All language in ATTACHMENT A was moved from 2011 CBA Volume 4b pages 799-803.

cba4/01458/7
e
10/16/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: UAW-AAI Retirement Plan Benefits

During these negotiations, the Company and the Union agreed to amend the UAW-AAI Retirement Plan ("UAW-AAI Plan") with respect to certain benefits applicable to former participants, who at separation prior to age 62 and 1 month, have combined AAI and Ford service greater than or equal to 30 years or have combined age and service greater than or equal to 85 points. If a participant retires as of January 1, 2016 or thereafter, with either 30 years of combined service or 85 points, the participant's benefit shall be re-determined at age 62 and 1 month without any early age reduction.

In no event shall the total benefit under the Ford-UAW Retirement Plan and the UAW-AAI Plan be greater than had all service been under the Ford-UAW Retirement Plan with any resulting excess being reduced from the UAW-AAI Plan benefit.

The parties recognize the administrative complexities involved in calculating the benefit described above and in communicating this benefit improvement to employees. The parties will work together to resolve any administrative issues.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01494
a
11/04/15

XX/XX/XXXX ~~October 4, 2011~~

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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 ~~2011~~ 2015 negotiations, the parties agreed to update and continue the UAW-Ford Collective Bargaining Agreement Training program. The program will be made available to local Union Presidents, Building Chairpersons, Bargaining Committees, District Committeepersons, elected Alternate Committeepersons, elected Union officials responsible for CBA administration, Human Resources Managers, Labor Relations personnel and a select number of supervisors, as appropriate, that have not previously attended the training. A CBAT refresher program will be developed and targeted for delivery in ~~2012~~-2016. As part of the update, a new Agreement Guide shall be included and made available to prior participants of CBA training who continue to have contract administration responsibilities.

Funding for this training program, including development costs, travel, lodging and wages of participants, shall come from the existing Education, Development and Training Program funds.

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,

JACK HALVERSON, Manager
Union Relations

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00415
a
08/31/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

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, 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 (or same sex domestic partner consistent with the Company's healthcare benefit eligibility criteria through December 31, 2016)who are pursuing post-secondary education (excluding 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 23 and under at the time of course enrollment).

Dependent child must reside with the member or be the member's legal responsibility.

**Amount of Support:**

The scholarship and reimbursement amount is limited to an annual maximum benefit award of $1,500 per dependent for tuition and/or compulsory fees.

**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

cba4/01503/1
a
11/04/15

- 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 Joint Governing Body (JGB), including but not limited to, reimbursement structure, required documentation, approved schools, and eligibility of nonprofit organizations for volunteer opportunities.

**Funding:**

Funding, including administrative costs, will be determined 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,

Jack Halverson,
Manager
Union Relations

Concur: _____
Jimmy Settles

cba4/01503/2
a
11/04/15

~~October 4, 2011~~ XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: UAW-Ford Joint ~~Equality and~~ Diversity and Inclusion Committees - National and Local

Diversity in the workplace continues to be an important and recurring topic throughout numerous discussions between the Company and the Union during the 201~~1~~5 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.

The parties share a vision of diversity 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 and inclusion is a matter of respect for the other human beings with whom we spend a 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 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 and sexual harassment; and
- To exchange information, expertise and advice.

Accordingly, the parties agree to UAW-Ford National discussions on Joint ~~Equality and~~ Diversity and Inclusion and to continue the UAW-Ford National Joint ~~Equality and~~ Diversity and Inclusion Committee, and the UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committees.

National Joint ~~Equality and~~ Diversity and Inclusion Committee:

The UAW-Ford National Joint ~~Equality and~~ Diversity and Inclusion Committee will consist of four (4) members, two (2) representatives identified by the UAW-Ford Department and two (2)

members identified by the Company. The UAW-Ford National Joint ~~Equality and~~ Diversity 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 sexual harassment.

- Conduct or arrange, as appropriate, for investigations and/or studies into claims of denied equal application rights and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

- Maintain liaison with appropriate federal and state agencies.

- Maintain liaison with Corporate Personnel Relations and Equal Employment Planning Office and the UAW Civil and Human Rights Department.

- Advise and counsel UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committees.

- Develop and provide training for UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committee members.

- Review, discuss and recommend ways and means to facilitate awareness of equal application, diversity and sexual 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 and other strategies to increase employee awareness of and promote constructive dialogue regarding ~~equality and~~ diversity and inclusion. These programs and strategies will address sexual harassment, diversity 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, and plant management).

- Oversight of delivery of ~~equality and~~ diversity and inclusion strategies implemented at all UAW-represented Ford locations.

- The committee will be encouraged to attend both the UAW Civil Rights Conference and the Ford Diversity and Inclusion Conference.

- UAW-Ford joint funds will be a source of support for these initiatives.

Local Joint ~~Equality and~~ Diversity and Inclusion Committee:

At each plant or facility that the Collective Bargaining Agreement covers, a UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committee will be established consisting of ~~six (6)~~ 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, the Local Chairperson of the Unit Committee, the remaining three (3) ~~a~~ should consist of Local Union members with diversity responsibilities or expertise. The three (3) representatives of the Company shall be the Plant Manager, or designee, and 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. Local Joint ~~Equality and~~ Diversity and Inclusion Committees will meet on a ~~quarterly~~ monthly basis, (quarterly for PS&L locations), or as frequently as is mutually deemed desirable or necessary and its functions shall be the following:

- Recommend to the UAW-Ford National Joint ~~Equality and~~ Diversity 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.

- Monitor progress of implementation of ~~equality and~~ diversity and inclusion strategies and training, including new hire and experienced hire orientation, report to the UAW-Ford National Joint ~~Equality and~~ Diversity 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 ~~Equality and~~ Diversity and Inclusion Committee and Local Management on ways to facilitate awareness and greater understanding of equal application and diversity issues.

- 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 sexual harassment should be used.

- Recommend to the UAW-Ford National Joint ~~Equality and~~ Diversity 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 ~~Equality and~~ Diversity and Inclusion Committee.

- Submit minutes of meetings and all other related data to the UAW-Ford National Joint ~~Equality and~~ Diversity and Inclusion Committee monthly.

- The UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committee will be strongly encouraged to attend both the UAW Civil Rights Conference, and the Annual UAW-Ford Diversity and Inclusion Conference. Additionally, the Local Diversity 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 and Inclusion Committee.

Members of the UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committees will receive pay for approved time spent planning for and attending scheduled meetings, ~~and~~ developing and implementing work plans for Diversity related initiatives/events, and submit progress reports and/or meeting minutes monthly to the UAW-Ford National Diversity and Inclusion Committee~~s.~~

The UAW-Ford Local Joint ~~Equality and~~ Diversity and Inclusion Committees may meet with the Local Diversity Councils to discuss diversity issues of mutual concern.

The parties continue to recognize their legal and moral responsibility for assuring that all Ford Motor Company employees 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 ~~Equality and~~ Diversity 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.

~~Very truly yours,~~

~~MARTIN J. MULLOY,~~
~~Vice President~~
~~Labor Affairs~~
Very truly yours,

Bill Dirksen,
Vice President
Labor Affairs

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/01026/6
d
09/30/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: UAW-Ford Joint Equality and Diversity Committees- National and Local

During the 2015 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 and Inclusion Committees - National and Local

Very truly yours,

Jack Halverson, Manager
Union Relations

Concur: Jimmy Settles

cba4/01454
a
08/27/15

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: UAW Ford Scholarship Program for Dependent Children

During these negotiations, the parties discussed the importance of continuing education for school aged dependent children of UAW represented employees. In this regard, the Union and the Company agreed to continue the UAW Ford Scholarship Program for Dependent Children based on the following parameters:

- Eligibility: Dependent children of active, retired, or deceased UAW represented employees who are pursuing post secondary education or training at an approved institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. For purposes of this program, the definition of dependent children will be the same as defined in the UAW Ford Legal Services Plan.

- Amount of Support: An annual voucher of up to a maximum of $1,500 ($3,000 in the event of a work related death) will be distributed directly to the recipient's educational institution for tuition and/or approved compulsory fees.

- Funding: Funding for this program, including administrative costs, will be provided through existing Education, Development and Training Program funds. Total annual funding and expenditures for this program will be determined by the JCB.

- Administrative procedures: The operating guidelines and administrative procedures will continue to be approved by the JCB, including but not limited to retroactive pay requests and documentation.

- Payments under the UAW Ford Scholarship Program for Dependent Children will be subject to applicable federal, state, and local income tax provisions.

cba4/00468/1
a
11/05/15

11/5/15

~~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,~~

~~JACK HALVERSON, Director~~
~~Joint Education, Development & Training and~~
~~National Programs Center~~
~~Labor Affairs~~

~~Concur: Bob King~~

cba4/00468/2
a
11/05/15

XX/XX/XXXX

Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: UAW-Ford Technical Training Center (TTC)

During the 2015 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 a result of these discussions, the Company agrees to make $40 million dollars in capital investments to upgrade and modernize the TTC Facility.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01489
b
11/02/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Understanding of the New Legal Services Plan

During these negotiations, the parties agreed that certain aspects of the New Legal Services Plan ("New LSP") would benefit from further clarity prior to embarking on the process set forth in paragraph 7 of the Memorandum of Understanding regarding the Legal Services Plan Benefit date XX/XX/XXXX ("MOU"). Accordingly, the following shall be incorporated into the appropriate plan governing documents:

1. LMRA section 302(c)(8) requirements (e.g. joint representation rules & prohibitions against certain types of legal services).

2. A schedule setting forth the payment dates for the contributions due the New LSP by the participating employers.

3. Participating employers only consist of, and are limited to, GM, FCA, Ford and the International Union, UAW, unless otherwise unanimously agreed to by the New LSP trustees.

4. No benefits (including other types of legal services) may be added to the New LSP or its scope of service.

5. A mandatory procedure for the suspension of benefits should asset levels drop (i.e., expenses exceed contributions). For example: If assets drop below 30% of the funds that existed at the beginning of the plan year, the New LSP shall be amended to suspend new benefits (i.e., new claims) until such time as the funds rise to 35% of the funds that existed at the beginning of the plan year. A contributing employer may "advance" a contribution to avert such a suspension.

6. In the event of an exit by one of the participating employers (e.g., bankruptcy, corporate reorganizations or divestitures, etc.), the New LSP shall contain terms that

cba4/01488/1
a
11/04/15

specify the terms, conditions, and consequences of such an exit. For example: an "exit fee" to cover wind up costs or delinquent contributions, amendment of the New LSP to cease taking claims of the exiting entity, etc.

7. Specification of a "wind down" procedure. For example, should the New LSP not be continued in a future National Agreement, the New LSP shall cease to accept new claims as of the expiration of the current National Agreement and the New LSP trustees shall establish the necessary contribution obligation (if any) to permit the orderly wind-down of the New LSP.

8. Specify procedure for choosing impartial neutral.

9. Trust documents must be adopted by all parties before any implementation activities begin (including, but not limited to, contributions and staffing).

The parties further agreed that no severed employee of the UAW-Ford Legal Services Plan may be hired by the New LSP except if such individual repays any severance benefits related to their employment with the UAW-Ford Legal Services Plan.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur:
Jimmy Settles

BB

cba4/01488/2
a
11/04/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Understanding Regarding Placement of Remaining Surplus Janitors at the Research and Engineering Center

During the 2015 negotiations the parties discussed the remaining surplus Janitors within Local 245 as a result of implementation of the 2007 "Housekeeping" Letter of Understanding at the Research and Engineering Center. The Janitor numbers have decreased through voluntary placement from eight-nine (89) on October 6, 2011 to the present seventeen (17).

The parties agree to continue to consider the remaining Janitors within Local 245 as surplus and include them in all future voluntary Preferential Placement opportunities until December 31, 2017. After that date, they will also be included in the mandatory in-zone steps of the Placement Hierarchy contained in Volume I, Appendix N of the Collective Bargaining Agreement.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01501
a
10/26/15

10/30/15

~~October 4, 2011~~

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Union Review of ~~Annual~~ Tax-Efficient Savings Plan for Hourly Employees (TESPHE) ~~Review~~

During these negotiations, the parties discussed the Union's interest in a more active role in reviewing and understanding the direction of the Tax-Efficient Savings Plan for Hourly Employees (TESPHE). To this end, the parties agreed that the ~~Investment Process Committee (IPC)~~Company would schedule regular meetings at least quarterly with the Union to review TESPHE, ~~make an annual presentation to the Company and the Union on TESPHE. The review will include~~including such items as:

- Plan ~~participation~~participant savings, loan, and withdrawal rates
- ~~Account status and activity~~
- ~~Average participant Account Balance~~
- ~~Amount of assets~~Plan balances in available investment options
- Fund ~~P~~performance and ~~E~~expense ~~R~~ratios
- Funds "on watch" unless the Company determines, in its sole discretion, that such disclosure could result in a violation of ERISA or applicable securities laws.
- Plan ~~E~~expenses
- Administrative issues/concerns

~~At the joint request of t~~The parties also agreed to jointly~~, the Investment Process Committee will review~~ discuss the Plan's current array of funds and ~~other~~ future directions~~,~~. ~~and~~ The Company will share with ~~report to~~ the Union any recommendations that will be proposed to the Investment Process Oversight Committee for approval for implementation under the TESPHE.

cba4/01094/1
a
09/14/15

Additionally, the ~~Company~~parties will jointly explore ~~assess~~ the feasibility of new options in TESPHE, such as a ~~mutual fund~~brokerage window or other investment vehicles that may become available. The parties agree that, notwithstanding this letter, the TESPHE shall be operated and administered in accordance with terms and applicable law.

~~Very truly yours,~~

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

~~Concur: Jimmy Settles~~

cba4/01094/2
a
09/14/15

~~October 4, 2011~~XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Up Front Lump Sum Payment

During the present negotiations, the parties agreed to provide an up front lump sum payment of ~~$6,000~~ 8,500 to each eligible employee ~~with one or more years of seniority~~ 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 effective date of this Agreement is one of the following:

- Active full-time employees ~~(excluding employees classified as "Long Term Supplemental (LTS) Employee" or "Temporary Part-Time (TPT) Employee")~~
- LTS employees converted to ~~entry level~~ In-Progression as a result of this agreement
- A seniority employee affected by a reduction in force who is actively at work as a temporary employee.
- ~~Active employees classified as "TPT Employees (2006 System Wide Offering)"~~
- 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 date of this agreement.
- ~~Employees on the active roll at Michigan Assembly Plant on the effective date of the agreement~~
- Employees on Indefinite Layoff (ILO) excluding those employees coded "VC".

cba4/00873/1
c
11/05/15



11/5/15

~~Employees with less than one year of seniority on the effective date who meet the above eligibility criteria will receive an up front lump sum payment of $5,000.~~

The parties additionally agreed to provide a lump sum payment of $2,000 to active employees classified as "Long Term Supplemental (LTS) 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.

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,~~

~~RICK POPP~~
~~Director~~
~~Employee Benefits~~
~~Human Resources~~

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

cba4/00873/2
c
11/05/15

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: Uplift of ZF Batavia-UAW Pension Plan Benefits

During these negotiations the Company and the Union agreed to amend the ZF Batavia-UAW Pension Plan to provide the following benefit improvements for employees retiring on or after October 1, 2007:

- Improve the Life Income Benefit rate structure to equal the rate structure under the Ford-UAW Retirement Plan; and

- Improve the Supplemental Allowance and Temporary Benefit rates to equal the benefit rates under the Ford-UAW Retirement Plan.

The Company may elect, in its sole discretion, to merge the ZF Batavia-UAW Pension Plan into the Ford-UAW Retirement Plan. Employees will be notified of any such action.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

cba4/01179
a
09/12/15

~~October 4, 2011~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: U.S. Armed Forces Reserves, United Nations or National Guard Missions Abroad

Ford Motor Company recognizes that some bargaining unit employees are an essential element of the U.S. Armed Forces Reserves or National Guard. During recent missions abroad in Iraq and Afghanistan and past United Nations and NATO missions abroad in Bosnia and Kosovo, the Company provided liberalized Company pay and benefit programs continuation to full-time seniority hourly employees who were members of the U.S. Armed Forces Reserves or National Guard and who were called to and performed long-term active duty in support of such missions.

This will confirm the Company's intent to continue the liberalized Company pay and benefit programs provided under Operation Noble Eagle for periods of ongoing conflict in Iraq and Afghanistan during the term of the 2015 ~~2011~~ Collective Bargaining Agreement. The Company also confirms their intent to review other ongoing conflict situations that occur during the 2015 ~~2011~~ Collective Bargaining Agreement on a case by case basis to determine if providing liberalized Company pay and benefit programs continuation would be appropriate.

Very truly yours,

~~BILL DIRKSEN,~~
~~Executive Director~~
~~U.S. Labor Affairs~~
Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

10/27
CAB

cba4/00802
a
10/22/15

~~October 4, 2011~~
XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Voluntary Political Contributions

During the 2015 ~~2011~~ negotiations, the parties agreed that the Agreement pertaining to Voluntary Political Contributions ("V-CAP") from active and retired UAW-represented Ford employees, dated December 4, 1981, will continue as modified in this letter:

- The International UAW will continue to provide the Ford Motor Company Payroll Services with a monthly file of active UAW- represented employees electing V-CAP deductions from their paycheck. The Company will forward the amount deducted, and a corresponding data file to the International Union.

- For retiree and surviving spouse deductions, the paying agent of the Ford-UAW Retirement Plan shall be authorized by the Board of Administration of the Retirement Plan, during the life of the Collective Bargaining Agreement, to deduct such UAW V-CAP contributions and forward them to the Treasurer of V-CAP.

- For retiree and surviving spouse deductions, the paying agent of the Ford-UAW Retirement Plan will be authorized by the retiree or surviving spouse to deduct UAW V-CAP contributions from the retiree or surviving spouse pension check.

- The data necessary to deduct V-CAP from retirees and surviving spouses, who elect to have such a deduction from their pension checks, will be sent by the International UAW to the paying agent of the Pension Plan, using the existing file format, following the receipt of proper authorization from the retiree or surviving spouse so that the appropriate deduction can be made. Once the data is confirmed, the exact amount of money deducted will be wired to V-CAP, c/o the International Union in a timely manner.

cba4/00205/1
a
10/22/15

- The Union will retain exclusive responsibility for soliciting employees', retirees' and surviving spouses' participation, including expenses and compliance with the Federal Election Campaign Act.

- V-CAP deductions from retiree and surviving spouse pension checks will be on a voluntary basis that can be revoked by the retiree or surviving spouse at any time.

- V-CAP contributions are subject to all applicable State and Federal laws and regulations including, but not limited to, Treasury Regulation 1.401(a)-13. Deductions for V-CAP will be subordinate to all other deductions permitted or authorized by law if total deductions exceed legal limitations.

The Union will indemnify and hold harmless the Company from any and all liability or claims arising from any claims or administrative errors resulting from the deductions provided for in this Agreement.

The Union acknowledges it has no enforceable right in, or to any Ford-UAW Retirement Plan benefit payment or portion thereof (except to the extent of dues actually deducted pursuant to the terms of the arrangement).

As a part of the economic settlement of these negotiations, the Company will assume the actual costs of general administration over the life of the 2015 ~~2011~~ Agreement.

With respect to this Agreement, the parties acted in reliance upon FECA Advisory Opinion 1981-39. This Agreement is being entered into as part of the economic settlement with the Union. In entering this Agreement, the Company reserved its right to unilaterally, following discussion with the Union, terminate its Agreement to bear the ongoing administrative costs of processing V-CAP deductions and contributions upon discovery or the issuance of any decision, opinion, regulation, or statute by an agency, court or legislature that would call into question the lawfulness of the Company's assumption of these costs.

Very truly yours,

~~RICK POPP, Director~~
~~Employee Benefits~~
~~Human Resources~~
Very truly yours,

cba4/00205/2
a
10/22/15

Bernie Swartout,
Director
Compensation & Benefits

~~Concur: Jimmy Settles~~

Concur: _____
Jimmy Settles

10/21
CEB

cba4/00205/3
a
10/22/15

XX/XX/XXXX

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).

cba4/01486/1
f
11/05/15



11/5/15

- 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.

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

cba4/01486/2
f
11/05/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Wellness Program

During the 2015 negotiations, the Company and UAW had extensive discussions regarding the health of represented employees and their family members. The parties recognize that well-designed wellness initiatives aimed at health promotion may contribute to improving health, increasing productivity and reducing utilization of costly healthcare services. The parties recognize that by appealing to an individual's self-motivation, positive changes to healthy behaviors are more likely to become permanent because the person is in control of their individual health. The parties have a mutual interest and a role in promoting health.

To support this initiative the parties will create a joint Wellness Steering Committee and Wellness Charter to outline mutually agreed upon project details, communication plan, and metrics for success. This committee will be led by the Vice President of the UAW National Ford Department and the Vice President of Labor Affairs. The Wellness Steering Committee will be committed to investigating appropriate initiatives that are complimentary to the ESSP Programs as described in Ford Volume IV-A Health Promotions Programs, to support an individual's self-motivation. Any initiatives that arise from the Wellness Steering Committee will be offered to employees on a voluntary basis. The parties agree that the Company's standard vendor selection process will be used where a third party is necessary.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: _____
Jimmy Settles

cba4/01459
c
10/18/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Woodhaven Hot Metal Forming Plant

During these negotiations the parties discussed the complexities of bringing new work into the Woodhaven Hot Metal Forming Plant while maintaining traditional metal stamping work. This letter confirms that it is not the intent of the Company to place In-Progression production employees at the Woodhaven Hot Metal Forming Plant on the traditional metal stamping work.

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: _____
Jimmy Settles

cba4/01509
a
11/05/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Work Allocations in Assembly Plants - Workload Rebalance

During these negotiations, the parties discussed the complexities involved in work allocations and the value of proactive participation to achieve the task of work rebalance.

It was agreed that early conversations between the parties should take place to identify and address potential issues. Discussions should offer alternative rebalance suggestions, and identify the necessary resources needed to address work rebalance.

These early conversations will increase the likelihood of a successful rebalance with minimal disruption. In the first instance, prior to a job going into protest, the district committeeperson and process coach, in an effort to resolve job issues, will, together, talk with the operator to understand the specific issues inhibiting completion of the job, document the issues and then work to resolve them. Issues that can be corrected should be handled at this level.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur:
Jimmy Settles

RWB 9/12/15

9/12/15

9-13-15

cba4/01470
b
09/12/15

~~September 15, 2003~~XX/XX/XXXX

Mr. ~~Gerald D. Bantom~~Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Bantom~~Settles:

Subject: Work-day Preceding Vacation Shutdown and Selected Holidays

During these negotiations, the Union stressed the importance of work life balance to employees. Both the Company and the Union also discussed the importance of utilizing capacity to the fullest extent to meet customer demand.

In recognition of the interests of the Company and the Union it was agreed that the Company's last scheduled work day preceding Good Friday, the Vacation Shutdown, Thanksgiving Day and the Christmas Holiday Period, the Company will schedule a maximum of 8 hours per shift (AWS facilities will schedule a maximum 10 hours per shift~~, excluding glass operations~~). The local parties retain the option of maintaining the overtime schedule if mutually agreed upon.

Further it was agreed that the local parties will meet in advance to identify a plan (including voluntary overtime opportunities) to make-—up lost work prior to when the restricted day occurs. It was noted that this incremental overtime could in some instances exceed: 10 hours in Assembly Plants, 10.7 hours in AWS facilities, 10.5 hours for C Crew, 9 hours in Manufacturing Operations and Parts Distribution Centers.

Very truly yours,

~~RICK E. POYNTER, Director~~
~~U.S. Union Affairs~~
~~Labor Affairs~~
Stacey Allerton,
Director
U.S. Labor Affairs

~~Concur: Gerald D. Bantom~~

Concur: _____
Jimmy Settles

cba4/00996
a
11/04/15

XX/XX/XXXX

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Work Group/Team Meeting Requests

During 2015 negotiations, the parties agreed to establish a process by which a work group/team in Manufacturing Operations (Vehicle Operations Assembly and Stamping, and Powertrain) can request a special team meeting when normal communication methods are insufficient to address the needs of the business. In these circumstances, a team may request a dedicated meeting with supporting business rationale.

The Team Leader will submit the meeting request and agenda to the Local Continuous Improvement Forum (LCIF) for review and approval. Prior to approval, it is understood the local parties will meet to identify a meeting plan that does not adversely impact production requirements.

Approved meetings shall be conducted immediately preceding or following the scheduled production shift, unless Management determines there is available time during scheduled hours. Where incremental overtime is required to conduct the team meeting, time spent in the meeting will be excluded from the mandatory overtime provisions outlined in Appendix H, Part A & Appendix W.

This letter is not intended to change any location specific practices that presently exist.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/01487
d
09/28/15

10/13/15

~~October 9, 1999~~ XX/XX/XXXX

Mr. ~~Ron Gettelfinger~~ Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Gettelfinger~~ Settles:

Subject: Working On A Holiday/Excused Absence Allowance Conversion Option

During these negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that ~~eight~~ hours equivalent to the eligible holiday pay received be credited to their Excused Absence Allowance, in lieu of receiving Holiday Pay.

To provide sufficient time for administration, the employees must submit their request in writing no later than the Friday of the week in which the holiday(s) occur.

~~Very truly yours,~~

~~ROBERT W. CLARK, Director~~
~~Labor Affairs Planning~~
~~Labor Affairs~~

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

cba4/00756
a
11/04/15

June 25, 2014

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Zone 4 Staffing Needs

The staffing needs in Zone 4, Northeast Ohio, have unique circumstances as volume ramps down at Ohio Assembly (OHAP) and Walton Hills Stamping (WHSP) while Cleveland Engine plans for future volume increases. As such, the parties have agreed to several items that will help ensure stability in the zone during this transition.

Surplus employees from either OHAP or WHSP that have been accepted on job postings shall be placed on temporary layoff (TLO) instead of indefinite layoff (ILO) as the volume ramps down in their location. In addition, since the actual transfer date may be further in the future than normal, the parties agree that until they are given a notice to report, surplus employees will still be eligible to apply for additional postings at the end of the normal hierarchy.

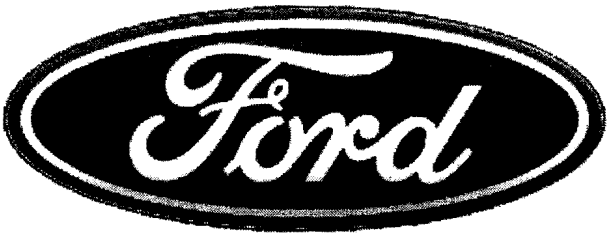
Additionally the Company has agreed to estimate the 2015 Cleveland needs and provide that posting to surplus OHAP and WHSP employees as soon as practicable in the third or fourth quarter of 2014. Skilled trade employees that have indicated their preference to be laid off as production will be eligible to apply for this posting. The parties agree that should business conditions change and the Cleveland volume not materialize, the advance posting will not be binding on either the Company or the employees.

Very truly yours,

Stacey Allerton,
Director
U.S. Labor Affairs

Concur: Jimmy Settles

cba4/01496
a
08/29/15




# 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 XX/XX/XXXX ~~October 24, 2011~~. 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 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 and Skilled Trades Supplemental Agreement; Volume III, Supplemental Unemployment Benefit Agreement and Plan, Guaranteed Income Stream Benefit Agreement and Program, Profit Sharing Agreement and Plan, Tax Efficient Savings Agreement and Plan, and UAW-Ford Legal Services Plan; and Volume IV, Letters of Understanding.

We hope you will find this booklet helpful.

JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

~~Martin J. Mulloy~~
WILLIAM P. DIRKSEN
Vice President,
Labor Affairs

cba2/00001
a
10/22/15

## AGREEMENT CONCERNING RETIREMENT PLAN

On this ~~24 th day of October, 2011~~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 enter into an Agreement Concerning Retirement Plan and agree that the Retirement Plan established by agreement between the parties, as heretofore amended, shall be further amended as set forth herein, both effective upon receipt of a ruling from the Director of Internal Revenue approving the Plan as amended and the trusts established in connection therewith, all as provided in Section 2 of such Agreement Concerning Retirement Plan, and upon receipt of any ERISA approvals and rulings, and upon receipt by the Company from the Union on or before expiration of the time for ratification specified in the ~~2011~~2015 Settlement Agreement of written notice that this Agreement Concerning Retirement Plan, the Skilled Trades Supplemental Agreement, the Collective Bargaining Agreement, Agreement Concerning Guaranteed Income Stream Benefit Program, the Agreement Concerning Supplemental Unemployment Benefit Plan, Agreement Concerning Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States and Agreement Concerning Tax-Efficient Savings Plan for Hourly Employees, being entered into between the parties on ~~October 24, 2011~~XX/XX/XXXX have been ratified by the Union, following which the provisions of this Agreement Concerning Retirement Plan shall become effective as specified herein.

As used herein:

(a) "Agreement," unless specified otherwise in the context, means the Agreement Concerning Retirement Plan set forth in Part A.

(b) "Plan" means the Retirement Plan established by agreement between the Company and the Union, as set forth in Part B.

~~(c) "PRP" means the Plan set forth in Part C~~

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 eEmployee 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[1] for each Plan Year starting January 1, 1980 and ending with the termination of this Agreement: (A) the normal cost[2] of the Plan (excluding the cost of benefits under Article VI of the Plan[3]) 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:

(i) December 31, 2009 with respect to the portion of such unfunded lump sum past service cost[4] 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.

---

1 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.

2 "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.

3 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.

4 "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.

(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 depreciation in the value of the securities in the Fund resulting from abnormal conditions.

cba2/00402/4
a
11/03/15

11/3/15

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.

**Section 7. Term of Agreement; Notice to Modify or Terminate**

This Agreement and the Plan shall continue in effect until ~~September 14, 2015~~September XX, 2019. 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 ~~September 14, 2015~~September XX, 2019 (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 ~~September 14, 2015~~September XX, 2019 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, 2015~~September XX, 2019, 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.

~~**Section 8. The terms of Section 1,2,4,6 and 7 shall apply to the PRP.**~~

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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith

cba2/00402/6
a
11/03/15

James Tetreault
Bruce Hettle
William P. Dirksen
Stacey Allerton
Rick Popp
Bernie Swartout
Jack L. Halverson
Sarah B. Orwig
Alan Evans
Frederick Toney
Jeff C. Wood
Anthony Hoskins
Ken Williams
Alex Maciag
Helmut E. Nittmann
Keith A. Kleinsmith
David Cook

Gregory M. Stone
Mark Jones
Richard W. Gross
Julie Lavender
Stephen M. Kulp
Michelle Streicher
Terri Faison
Pat G. Keegan
Don Gelinas
Chris Basmadjian
Cameron Ruesch
Scott D. Rozzi
Christine Baker

**UAW**

| International Union | National Ford Council |
|---|---|
| Bob King | Joel Goddard, Subcouncil #6 |
| Dennis Williams | Bernie Ricke, Subcouncil #1 |
| Jimmy Settles | Scott Eskridge, Subcouncil #2 |
| Frank DiGiorgio | Anthony Richard, Subcouncil #1 |
| Greg Drudi | Tim Rowe, Subcouncil #2 |
| Wendy Fields-Jacobs | Dwayne Walker, Subcouncil #2 |
| Chuck Browning | Fred Weems, Subcouncil #2 |
| Greg Drudi | Anthony Richard, Subcouncil #1 |
| Darryl Nolen | Jeff Wright, Subcouncil #2 |
| Chuck Browning | Larry Brdak, Subcouncil #3 |
| Bob Tiseo | Greg Tyler, Subcouncil #3 |
| Frank Keatts | Mike Whited, Subcouncil #3 |
| Don Godfrey | Mike Beydoun, Subcouncil #3 |
| Darryl Nolen | Jerry Lawson, Subcouncil #4 |
| Garry Bernath | T. J. Gomez, Subcouncil #4 |
| Ruben Flores | Dan Weaver, Subcouncil #4 |
| | Mark Payne, Subcouncil #4 |
| | Dave Mason, Subcouncil #5 |
| | Tony Vultaggio, Subcouncil #5 |
| | Jim Caygill, Subcouncil #5 |
| | Tom Kanitz, Subcouncil #6 |
| | Romeo Torres, Subcouncil #7 |
| | Matthew Barnett, Subcouncil #7 |

Anderson Robinson Jr., Recording Secretary

cba2/00402/7
a
11/03/15

11/3/15

**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.

(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.

(aa) The "Board of Directors" means the Board of Directors of Ford Motor Company.

(bb) "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.

(cc) "Retirement Equity Act" means the Retirement Equity Act of 1984.

(dd) "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as amended.

(ee) 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~~;~~ ~~and~~ (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 ~~rate~~ as required by the Internal Revenue Code or any guidance issued thereunder; and (v) for 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.

(ff) "Plan Year" means the 12 month period beginning each January 1 and ending the following December 31.

Section 3. Future Service

(a) Future service shall be credited to an employee at the following respective rates for each calendar year subsequent to February 28, 1950, and prior to January 1, 1958 or the employee's attainment of age 68, whichever shall occur first:

(i) One year for each calendar year in which the employee receives pay from the Company for 1800 or more hours;

(ii) Three-quarters of a year for each calendar year in which the employee receives pay from the Company for 1300 or more hours and less than 1800 hours;

(iii) One-half of a year for each calendar year in which the employee receives pay from the Company for 750 or more hours and less than 1300 hours; and

(iv) No credit for any calendar year in which the employee receives pay from the Company for less than 750 hours.

For the period commencing March 1, 1950, and ending December 31, 1950, future service shall be credited on the basis of hours after February 28, 1950, for which the employee receives pay from the Company, in accordance with the following:

| Hours for Which Employee Receives Pay | Future Service Credit |
|---|---|
| 1350 or more | 3/4 year |
| 975 or more, but less than 1350 | 1/2 year |
| 560 or more, but less than 975 | 1/4 year |
| Less than 560 | 0 year |

(b) Future service shall be credited to an employee at the following respective rates for each calendar year subsequent to December 31, 1958, and for those retired prior to October 1, 1987 prior to the end of the month in which the employee attains age 68 or for those retired prior to September 1, 1964, prior to the employee's attainment of age 68, except that an employee who has seniority on or after October 1, 1979, who retired before October 1, 1987 and who has less than 10 years of creditable service as of the end of the month in which the employee attains age 68 may accumulate creditable service hereunder until the earlier of the employee's

attainment of age 70 or 10 years of creditable service:

(i) One year for each calendar year in which the employee receives pay from the Company for 1700 or more hours; or

(ii) A proportionate credit to the nearest one-tenth of a year for each year in which the employee receives pay from the Company for less than 1700 hours.

(c) For the calendar year 1958, future service shall be credited to an employee by a weighted average of the results of applying the provisions of Subsection (a) and the provisions of Subsection (b) with respect to the hours for which the employee receives pay from the Company, during said calendar year (without distinction as to the time of the year when such hours occurred). In such weighted average, the result obtained by applying the provisions of Subsection (a) to such hours will be accorded a weight of eight-twelfths and the result obtained by applying the provisions of Subsection (b) to such hours will be accorded a weight of four-twelfths. The credited service of employees retired prior to September 1, 1958 will not be recomputed in accordance with this Subsection (c).

(d) In addition to the hours provided for above, an employee shall receive future service credit based on hours occurring (i) in periods during which the employee shall have been engaged on the business of, or working for, the Union Local at the employee's plant while on approved leave of absence requested by such Local Union, (ii) in periods during which the employee shall have held a position on the Staff of the International Union while on approved leave of absence requested by the Union, and (iii) in periods during which the employee shall have held a full-time position as manager with a credit union which primarily serves Company employees and while on approved leave of absence requested by the credit union provided that the employee shall have been on such approved leave of absence on or after October 1, 1984. The number of hours to be used under this paragraph shall be forty (40) hours per week during such leaves.

(e) An employee who on or after March 1, 1950 was or is absent from employment because the employee left to enter into active service in the armed forces of the United States

while on an approved leave of absence and who was or is reinstated with seniority credit under the Collective Bargaining Agreement for the period of such service shall be credited with forty (40) hours per week during such leave; provided, however, that (i) credited service based on such hours for an employee entering such service after June 1, 1955 shall be limited to four (4) years, on and after January 1, 2006, five (5) years, or such longer period during which the employee has reemployment rights pursuant to any Federal law, (ii) the employee is reemployed in accordance with the terms of such leave of absence, (iii) this paragraph shall not apply to an employee who retired or otherwise incurred a break in seniority subsequent to such reemployment and prior to September 1, 1961 and (iv) clause (iii) above shall not apply to an employee who has seniority on or after December 21, 1970.

(f) Commencing on or after March 1, 1950, an employee who shall be absent from work because of occupational injury or disease incurred in the course of such employee's employment with the Company and on account of such absence receives Workers' Compensation while on Company-approved leave of absence shall receive future service credit based on forty (40) hours per week during such absence; provided, that if such absence occurred during the period from March 1, 1950 to September 1, 1958 the employee must first make application in order to receive such future service credit; and provided further, that (i) no future service for the period from March 1, 1950 to September 1, 1958 shall be credited to an employee who does not have seniority on or after October 25, 1967, (ii) no employee shall receive service credit under this Section after retirement, and (iii) an employee, who retires on or after October 1, 1987 and would have received Workers' Compensation while on Company-approved medical leave of absence except that the employee is receiving benefits while disabled under the Insurance Program and such benefits completely offset the employee's Workers' Compensation, shall be treated as though the employee received Workers' Compensation during the period of any such offset.

(g) Commencing on and after October 25, 1967, an employee who has seniority on or after that date and who accrues in any calendar year thereafter less than the total number of hours necessary for a full year of future service credit under the provisions of Section 3(b) of this Article III

shall receive future service credit (in addition to any other hours creditable under this Section 3) based on forty (40) hours per week for the period of any absence during such year due to layoff or Company-approved sick leave provided that (i) the employee shall have received pay during that year for at least 170 hours but for less than 1700 hours or shall have received pay for the prior year for at least 170 hours and (ii) if such layoff or sick leave commencing in 1970 or any calendar year thereafter shall continue after that year, the employee shall receive future service credit for periods of absence due to layoff or Company-approved sick leave in the second calendar year, not to exceed 1530 hours of credit for all such absence related to receipt of such pay from the Company in the first year (it being understood that this clause (ii) shall apply to an employee who shall receive pay for 1700 or more hours in 1970 or any calendar year thereafter if the employee is absent due to layoff or Company-approved sick leave at the end of any such calendar year). An employee who has seniority on or after October 1, 1979 who returns to work on or after that date and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be disqualified, solely because of the receipt of such pay, from receiving any such credit for which the employee otherwise would be eligible under this Subsection. For the purposes of this Subsection only, an employee who has seniority on or after October 1, 1979 who is laid off subsequent to October 1, 1979 and whose first day of absence due to such layoff is the first regularly scheduled work day in the January next following the employee's last day worked shall be deemed to have been laid off on December 31 of the year in which the employee last worked.

An employee who (i) is at work on or after March 1, 1982; (ii) has 10 or more years of seniority at time of layoff commencing on or after March 1, 1982; (iii) while on such layoff has received the maximum of 1530 hours of future service credit for periods of absence due to layoff or Company-approved sick leave in accordance with the preceding paragraph of this Subsection 3(g); and (iv) continues thereafter to be absent due to such layoff shall receive additional future service credit at the rate of forty (40) hours per week during such continuing absence due to such layoff up to a maximum of 1700 hours of credit.

In no event shall there be a duplication of future service credit by virtue of this Subsection.

(h) An employee who (i) had at least five years of seniority as of January 1, 1971, and who was absent from work because of layoff during any calendar year after December 31, 1955 and before January 1, 1963 or (ii) has at least five years of seniority as of November 19, 1973, and who was absent from work because of layoff during any calendar year after December 31, 1950 and before January 1, 1956 or (iii) has at least five years of seniority as of October 1, 1979 and who was absent from work because of layoff during any calendar year after December 31, 1962 and before January 1, 1968 or (iv) has at least five years of seniority as of October 1, 1984 and who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984 or (v) has at least five years of seniority as of October 1, 1993, and who was absent from work because of layoff during any calendar year after December 31, 1973 and before January 1, 1977 or (vi) has at least five years of seniority as of October 1, 1996, and who was absent from work because of layoff during any calendar year after December 31, 1983 and before January 1, 1986 or (vii) has at least five years of seniority as of October 1, 1999, and who was absent from work because of layoff during any calendar year after December 31, 1978, and before January 1, 1984, and provided that the service granted under this subsection (vii) shall not be less than the service granted in subsection (iv) previously for calendar year 1979 through 1983, or (viii) has at least five years of seniority as of October 1, 2003, and who was absent from work because of layoff during any calendar year after December 31, 1975, and before January 1, 1980, and provided that the service granted under this subsection (viii) shall not be less than the service granted in subsection (v) previously for calendar year 1974 through 1977, or (ix) has at least five years of seniority as of October 1, 2003, and who was absent from work because of layoff during any calendar year after December 31, 1985, and before January 1, 1990 shall be credited with 40 hours for each complete calendar week of such absence during which the employee had seniority multiplied by a percentage as set forth in the following table:

Employee's Seniority on January 1, 1971, in the Case of (i) Above,

on November 19, 1973, in the Case of (ii) Above, on October 1, 1979, in the Case of (iii) Above, or on October 1, 1984 in the case of (iv) Above, on October 1, 1993 in the case of (v) Above, on October 1,1996 in the case of (vi) Above, on October 1,1999 in the case of (vii) Above, on October 1,2003 in the case of (viii and ix) Above,

| | Percent |
|---|---|
| 20 years or more | 100% |
| 15 years but less than 20 years | 75 |
| 10 years but less than 15 years | 50 |
| 5 years but less than 10 years | 25 |

provided that the employee (i) shall have received less than a full year of future service credit for such year, (ii) shall make proper application, (iii) shall not be credited with more than 1700 hours in any such calendar year, and provided further that there shall be no duplication of creditable service by virtue of this Subsection.

(i) An employee who has seniority on or after October 1, 1979,and who was absent from work while on approved sick leave because of pregnancy on or after March 1, 1950 and before January 1, 1968, shall be credited with .3 year of creditable service for any such absence during which the employee had seniority provided that the employee makes proper application but in no instance shall there be duplication of creditable service by virtue of this Subsection.

(j) Notwithstanding the provisions of Subsections (a) and (c), above, future service for the period from March 1, 1950 through December 31, 1958 shall be credited as provided in (b) above to an employee who has seniority on or after October 25, 1967, except that in no event shall such future service for the year 1950 exceed 3/4 year, nor shall any such employee be credited with less future service for such period by reason of this Subsection than would otherwise be credited to the employee in accordance with Subsections (a) or (c) above.

(k) Notwithstanding any other Section of this Article III, in the case of an employee who shall retire on or after October 1, 2007, the employee's credited service for the period prior to January 1, 1996 shall not be less than the employee's seniority as of December 31, 1995.

(l) If an employee who retired or was retired under the Plan for reasons other than total and permanent disability is re-employed, such employee shall not accumulate any additional credited service on or after January 1, 1965 by reason of such re-employment.

(m) Nothing in this Section shall be deemed to affect in any way the definition of employee contained in Article I of the Plan, or to change the status for the purposes of the Plan of persons receiving such credits during such periods of absence.

(n) For purposes of the special early retirement plus benefit offered under a separation window program, an active employee, or an employee in protected status prior to March 16, 2009, at the locations named herein shall be granted additional years of credited service based upon the length of the employee's break in service, provided that (i) if the break in service is less than or equal to 1 (one) year, the employee shall be granted one (1) additional year of credited service, (ii) if the break in service is greater than one (1) year but less than or equal to two (2) years, the employee is granted two (2) years, and (iii) if the break in service is greater than two (2) years, the employee shall be granted three (3) years of credited service. Notwithstanding the forgoing, an employee's total credited service, including the additional years granted herein, shall not exceed thirty (30) years. Further, the additional credited service granted herein is for special early retirement benefit computation purposes only; such credit shall not be used toward eligibility for any other separation program.

(i) The provisions of this Article III, Section 3(n) shall apply to all UAW-represented hourly employees of the ACH Nashville Glass Plant, including Carlite Warehouse, and the ACH Tulsa Glass Plant eligible for special early retirement under Article IV, Section 2(b)(lii) who during a special retirement window elected to retire no later than June 1, 2008.

(ii) The provisions of this Article III, Section 3(n) shall apply to all UAW-represented hourly employees of the Atlanta Assembly, Chesterfield Trim, Edison Assembly, Maumee Stamping and the Norfolk Assembly Plants eligible for special early retirement under Article IV, Section 2(b)(liv) who during a special retirement window elected to retire no later than April 1, 2008.

(iii) The provisions of this Article III, Section 3(n) 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) eligible for special early retirement under Article IV, Section 2(b)(lv) who during a special retirement window 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 III, Section 3(n) shall apply to all UAW-represented hourly employees of the ACH Milan Facility eligible for special early retirement under Article IV, Section 2(b)(lvi) who during a special retirement window elected to retire no later than December 1, 2008.

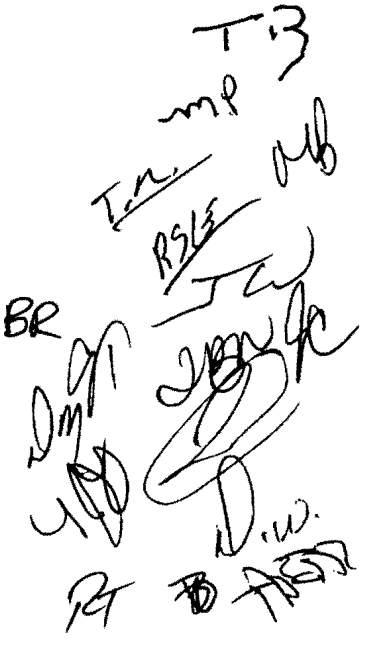
(v) The provisions of this Article III, Section 3(n) shall apply to all UAW-represented hourly employees of the Evansville High Velocity Center and the Kentucky Truck, Louisville Assembly, Batavia Transmission and Sharonville Transmission Plants eligible for special early retirement under Article IV, Section 2(b)(lvii) who during a special retirement window 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 III, Section 3(n) 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 eligible for special early retirement under Article IV, Section 2(b)(lviii) who during a special retirement window 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 III, Section 3(n) shall apply to all UAW-represented hourly employees of the Twin Cities Assembly Plant locations eligible for special early retirement under Article IV, Section 2(b)(lix) who during a special retirement window 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.

(viii) The provisions of this Article III, Section 3(n) shall apply to all UAW-represented hourly employees of the ACH Milan Facility eligible for special early retirement under Article IV, Section 2(b)(lvi) who during a special retirement window elected to retire no later than July 1, 2009.



**Section 10. Seniority Service Credits**

Notwithstanding any other Section of this Article, in the case of an employee who shall retire on or after October 1, 1987, the cumulative total of such employee's past and future service credits for the period before January 1, 1966 shall not be less than the employee's seniority as of December 31, 1965 as determined under the collective bargaining agreement excluding seniority credited as past service for military service prior to employment by the Company.

**Section 11. Qualified Military Service**

Notwithstanding any provision of this plan to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with the IRC section 414(u). In no event shall such benefits and service credit provided in accordance with the IRC Section 414(u) be less than otherwise provided for under the Plan.

In addition to the forgoing, in the event an employee's death occurs while performing qualified military service, as defined in IRC Section 414(u), the employee shall be treated as if such employee had resumed employment with the Company one day prior to the employee's death and terminated employment on the date of the employee's death.

For purposes of this Section 11, the term "qualified military service" as defined in IRC Section 414(u) 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.

**Section 12. Ford Retirement Plan Recognition**

With regard to employees hired or rehired on or after November 19, 2007 by the U.S. Parent Company and Participating Subsidiaries that are excluded from membership in the Plan for service after that date pursuant to the Collective Bargaining Agreement, who become participants in the Ford Retirement Plan and who have an accrued benefit under this Plan, participation service in the Ford Retirement Plan shall be recognized under this Plan for purposes of (i) vesting, (ii) eligibility for Temporary Benefits, Interim and prorated 30- year Supplemental Allowance, (iii) eligibility for all

retirement types (normal, early and disability), (iv) determination of flat dollar rates upon termination of employment, and (v) eligibility for re-determination of benefits at age 62.

**Section 13. Converted Visteon Employees**

Effective October 1, 2005, pursuant to the Visteon Hourly Employee Conversion Agreement (the "Conversion Agreement") between the Company and Visteon Corporation, the Plan will recognize eligibility and vesting service earned by an individual participating in the UAW Visteon Pension Account Plan who is deemed a Converted Employee, as such term is defined in the Conversion Agreement, and thereby becomes a participant in this Plan.

**Section 14. Employment with Successor Employers**

In the event (i) an employee's employment is transferred to a successor employer on or after January 1, 2008 in connection with a sale, disposition or reorganization of the Company's businesses; (ii) such employee's benefits and credited service are retained in this Plan; and (iii) the successor employer is not a member of the Company's controlled group of corporations, as defined in Section 414(b), (c) or (m) of the Internal Revenue Code, the employee may commence a monthly retirement benefit from this Plan on and after the date on which the employee becomes eligible to retire under this Plan.

**Section 15. Rouge Steel Group III and Group V Employees**

Credited service earned by former Group III and Group V Rouge Steel employees under the Rouge Steel Company UAW Retirement Plan and the Rouge Steel Company UAW Past Service Retirement Plan shall be recognized only for eligibility and vesting purposes under this Plan provided such employee:

**(a)** Was transferred from Company employment to Rouge Steel employment as either a Group III or Group V employee under the terms of the Settlement Agreement between the Company, Rouge Steel Company, Marico Acquisition Corporation and the Union, dated November 28, 1989,

**(b)** Was subsequently transferred back to Company employment, without a break in employment service, pursuant to the Rouge Transition Program outlined in

the Memorandum of Understanding between the Company and the Union dated March 23, 2004,

(c) Was provided Return to Ford Rights under Letter 9 of the 1989 Rouge Steel Transition Agreement,

(d) Is an active employee with the Company on May 18, 2009, and

(e) Elects to retire on or after May 18, 2009 and on or before June 16, 2009.

Employees who meet each of the requirements set forth above may elect to retire under any regular retirement option under the Plan for which the employee would otherwise be eligible upon recognition of the additional eligibility and vesting service.

**Section 16. Kansas City Assembly Plant Extended Temporary Layoff**

Notwithstanding any other Section of this Article, in the case of non-skilled hourly employees who have been identified from the surplus Escape System at Kansas City Assembly Plant, who had seniority prior to November 19, 2007, and who were placed on an extended temporary layoff between April 30, 2012, and February 28, 2014, such employees will be credited with 40 layoff hours for each complete calendar week of such absence, up to 1.0 credit per calendar year. Such employees shall receive service credit under this Section up to the date of retirement, death, termination or being placed on another type of leave.

**Section 3. Total and Permanent Disability Retirement**

If the Board shall find that an employee has become totally and permanently disabled (i) on or after the employee's 50th birthday or June 1, 1955 for purposes of retirement before September 1, 1964, and (ii) after at least 15 years of creditable service, or is so disabled with at least 10 years of creditable service for purposes of retirement on or after September 1, 1961, and (iii) after the effective date of the Plan, and (iv) prior to the employee reaching normal retirement age, such employee thereupon shall be retired for total and permanent disability (which status is referred to in the Plan as "disability retirement"), and shall be eligible for a disability retirement benefit as provided in the applicable provisions of Article V, Section 3, of the Plan.

On and after June 1, 1955, a former employee who is on a substantiated sick leave of absence which does not exceed in duration the employee's seniority at the time of going on such leave or which continues for a period during which such former employee continues to be eligible for a Guaranteed Income Stream Benefit under the Guaranteed Income Stream Benefit Program, shall be deemed an employee for purposes of this Section and shall be eligible for disability retirement provided the employee: (i) has fulfilled the numbered conditions in the preceding paragraph, and (ii) during such leave of absence has become totally and permanently disabled, and applied for disability retirement benefits. An employee shall be deemed to be totally and permanently disabled only if the employee is not engaged in regular employment or occupation for remuneration or profit (excluding employment or occupation which the Board determines to be for purposes of rehabilitation or which is necessary to avoid a reduction or termination of Workers' Compensation benefits under applicable state law) and if the Board shall find, on the basis of medical evidence, for applications made or for Board determination of continuing eligibility for disability retirement on or after September 1, 1964, (i) that the employee is totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any regular occupation or employment with the Company at the plant or plants where the employee has seniority and (ii) that such disability will be permanent and continuous during the remainder of the employee's life; provided, however, that no employee shall be deemed to be totally and permanently disabled for the purposes of the Plan if the

employee's incapacity resulted from service in the armed forces of any country, except that on or after October 25, 1967, nothing herein shall prevent an employee from being deemed so disabled under the Plan if the employee has accumulated at least ten (10) years of seniority (five (5) such years in the case of an employee who has seniority on or after November 19, 1973), after separation from service in the armed forces and before such incapacity occurs, or, for retirement prior to September 1, 1964, if the employee's incapacity consists of chronic alcoholism or addiction to narcotics, or if such incapacity was contracted, suffered or incurred while the employee was engaged in a felonious enterprise or resulted there from, or resulted from an intentionally self-inflicted injury.

In any case where the Board is required to make a determination with respect to the total and permanent disability of any employee applying for, or of any retired employee on disability retirement, the employee first shall be required to submit to an examination by a competent physician or physicians selected by the Board, and shall be required to submit to such re-examination as shall be necessary for the Board to make a determination concerning the employee's physical or mental condition. Whenever any such question is before the Board for determination, any three members of the Board may require the employee to submit to an examination by a physician of the employee's choice, who shall be afforded an opportunity to consult with the physicians appointed by the Board at any time before a final determination shall have been made. An employee or retired employee who shall refuse to submit to any physical examination properly requested under the Plan shall not be placed or continued on disability retirement.

Any retired employee on disability retirement shall be required to submit to a disability examination at any time during such retirement for the purpose of determining the employee's condition whenever such examination is requested by at least three members of the Board, but not more often than semi-annually. If the Board shall find the employee is no longer totally and permanently disabled pursuant to the eligibility requirements contained in this section and a majority of the Board determines the employee may return to work the employee's disability retirement shall cease. In such event the employee shall be eligible to return to work consistent with the employee's seniority and any applicable work restrictions. If the Board shall find that the employee no longer is totally and permanently disabled

pursuant to the eligibility requirements contained in this section, but a majority of the Board determines that the employee may not return to work, the employee's disability retirement shall continue.

If the disability retirement of a retired employee shall cease without loss of seniority, and provided the employee shall not subsequently have incurred a break in the employee's seniority, the employee shall be credited upon subsequent retirement with the creditable service the employee had at the time the employee's disability retirement commenced.

Disability retirement shall cease when the retired employee shall reach normal retirement age.

(d) In any event, if the employee or the employee's designated spouse dies before the effective date of an election under Subsection (b) or (c) above, the election shall automatically be cancelled.

(e) In lieu of the applicable life income benefit provided in Section 3 of Article V, an employee who retires on or after January 1, 1976 under Section 3 of Article IV and who is under age 55 and has less than 30 years of credited service shall automatically be deemed to have elected a reduced monthly benefit payable to the retired employee up to and including the month in which the employee dies or attains age 55, whichever occurs first, as provided in Article V, Section 5(f) of the Plan, and a monthly survivor's benefit, beginning on the first day of the month after the retired employee would have reached age 55 if the employee dies before the first day of the month after the employee would have reached age 55 (or if death occurs on or after October 1, 1979, before the employee shall have reached age 55), shall be payable to the employee's designated spouse during the further lifetime of the spouse as provided in Article V, Section 5(g) of the Plan.

This automatic election shall be deemed to have been made at the time the employee shall apply or shall have applied for a disability retirement benefit (with the election being effective the first day of the month for which the employee's first benefit under the Plan is payable), except that for employees retiring with benefits payable commencing prior to January 1, 1985 such election shall not be effective and no benefit shall be payable to the surviving spouse pursuant to Article V, Section 5(g) if the retired employee dies within a period not in excess of two years beginning on the date of the election unless the retired employee's death is from accidental causes.

The automatic election provided in this Subsection shall be applicable only with respect to a spouse to whom the employee is married on the date of the election with benefits payable pursuant to Article V, Section 5(g) only if the retired employee and the employee's spouse shall have been married throughout the one-year period ending on the date of the retired employee's death.

An employee may prevent the automatic election provided in this Subsection at the time such election would otherwise be deemed to have been made, as set forth in the second paragraph of this Subsection (e), by specific written rejection, which for rejections made after December 31, 1984 includes the written consent of the employee's spouse witnessed by a Plan representative or a notary public executed in whatever form and manner may be prescribed by the Board for this purpose, in which event the employee shall be entitled to the applicable life income benefit provided in Section 3 of Article V without the reduction provided in Article V, Section 5(f) of the Plan.

In any event, the election shall automatically be canceled:

(i) If the employee's disability retirement status terminates other than by death prior to the first day of the month after the retiree reaches age 55, or

(ii) If the retired employee survives on a disability retirement status until the first day of the month after the retiree reaches age 55 at which time the coverage described in Article IV, Section 7(c) becomes applicable.

(f) An employee who shall have retired or shall retire on or after January 1, 1962, under the provisions of Section 1, 2 or 3 of this Article IV who marries, or remarries, subsequent to the earliest date a survivor benefit coverage was in effect, or was not in effect on such date solely because the retired employee was not then married, may elect, or re-elect, survivor benefit coverage. Any such coverage, and the benefits thereunder, shall be provided under the terms and conditions of the Plan in effect at the time of the employee's retirement. Such coverage shall become effective on the first day of the third month following the month in which the Board receives a completed election form, but in no event before the first day of the month following the month in which the retired employee has been married one year. For elections effective January 1, 1997 and thereafter, such coverage shall become effective on the one year anniversary of the marriage. The applicable reduction

in the retiree's life income benefit shall commence on the first day of the month following the one year anniversary date.

No election provided hereunder shall become effective under any circumstance for any retired employee whose completed election form is received by the Board after the first day of the month in which the retired employee has been married one year except that for a retired employee who is married on October 1, 1979, such election form must be received by the Board before April 1, 1980 or, if later, before the first day of the month in which the retired employee has been married one year. On or after October 1, 1999, such election must have been received by the Board before the first day of the month in which the retiree has been married 18 months. However, if the election is made after the retiree's one year anniversary of the employee's marriage but before the end of the 18 month election period, the coverage shall commence on the one year anniversary date and the applicable reduction shall commence on the first day of the month following the one year anniversary date. Effective January 1, 2016, in the event that a Qualified Domestic Relations Order provides sole survivorship to the participant's former spouse, the 18 month election period commences on the date of the death of the former spouse named under the Qualified Domestic Relations Order; the coverage shall commence on the later of the one year marriage anniversary date or the date of the former spouse's death. The applicable reduction shall apply as of the first day of the month following commencement of survivorship benefits.

(g) Information on the coverages described in Section 7(c) and Section 7(e) of this Article IV for retirement on or after October 1, 1979 shall be included in the summary plan description which will be provided to each employee. No less than 30 days and no more than 90 days prior to the date the life income benefit commences, each employee shall be provided a written explanation of: (i) the terms and conditions of the survivor's benefit coverage; (ii) the participant's right to make and the effect of an election to waive the survivor's benefit coverage; (iii) the rights of the employee's spouse; (iv) the relative values of the various benefit forms under the Plan, and (v) the

right to make and effect a revocation of a previous selection to waive the survivor's benefit coverage.

(h) For purposes of survivor's benefits as described under this Section 7, an employee, former employee or a retired employee whose election for survivor benefit coverage becomes effective on or after January 1, 2008 and who dies during the month such coverage was to become effective and prior to the one year anniversary date, shall be deemed to have met the one year marriage eligibility requirement.

## ARTICLE V
## RETIREMENT BENEFITS

Section 1. Normal Retirement Benefit

The amount of the monthly normal retirement benefit payable out of the Pension Fund for an employee who shall have retired or shall retire upon or after reaching the employee's normal retirement age and who shall have made or shall make application to the Board for it, shall be whichever of the following is applicable:

(a) For an employee who shall have retired prior to September 15, 1970, an amount with respect to benefits payable on or after October 1, 2007 equal to the life income benefit rate set forth in Appendix A* hereof, multiplied by the number of the employee's years of credited service at retirement; or

(b) For an employee who shall have retired on or after September 15, 1970 and before September 15, 1973, an amount with respect to benefits payable on or after October 1, 2007 equal to the life income benefit rate of the Benefit Class Code applicable to the employee's at retirement as provided in Appendix B** hereof, multiplied by the number of the employee's years of credited service at retirement; or

(c) For an employee who shall retire on or after September 15, 1973 an amount with respect to benefits payable on or after October 1, 2007 equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix C*** hereof, based on the date of the employee's retirement under the Plan and the month for which payment is being made, multiplied by the number of the employee's years of credited service at retirement.

Provided, however, that no benefit shall be payable to any person retiring on normal retirement who has not completed the participation period of service stated in Article III, Section 8(b) except that an employee retired automatically on or after January 1, 1976 under the provisions of Section 3 of the Agreement Concerning Retirement Plan (Part A) as in effect before October 1, 1987 shall be eligible for a benefit based on the number of the employee's years of

credited service at retirement. The benefits payable to any such employee retired prior to October 1, 1979 shall be provided under the terms and conditions of the Plan in effect at the time of the employee's automatic retirement.

The monthly benefit payable from the Pension Fund shall become payable to the retired employee, if the employee then shall be living, on the first day of the first month after (i) the employee's employment shall have terminated, and (ii) the employee shall have filed an application for such benefit with the Board; and shall be payable on the first day of each month thereafter during the employee's lifetime.

~~*Reproduced in full on page 218.~~
~~**Reproduced in full beginning on page 219.~~
~~***Reproduced in full beginning on page 225~~

cba2/00471/2
a
10/28/2015

**Section 2. Early Retirement Benefit**

(a) The amount of the monthly regular early retirement benefit payable on or after October 1, 2007 out of the Pension Fund to an employee who shall have retired at the employee's option before September 1, 1964 under the provisions of Article IV, Section 2, of the Plan as then in effect, shall be one of the following, as the employee shall have elected:

(i) A deferred benefit, commencing at age 65, determined in accordance with Section 1(a), of this Article, based upon credited service at the time of early retirement, or

(ii) An immediate benefit commencing at early retirement in an amount equal to the deferred benefit provided for in (i) above, reduced by a percentage equal to 5/8 of 1% (for early retirement prior to September 1, 1961) or 5/9 of 1% (for early retirement on or after September 1, 1961) multiplied by the number of months from the employee's early retirement date to the employee's normal retirement date.

(b.) The amount of the monthly regular early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have retired at the employee's option on or after September 1, 1964, but before September 15, 1970, under the conditions of Article IV, Section 2(a), of the Plan shall be a life income benefit commencing either on or after the date of early retirement as specified in the employee's application for early retirement in amounts equal to the life income benefit rate set forth in Appendix A* hereof, for each year of the employee's credited service at retirement, multiplied by the percentage applicable with respect to the employee's attained age when benefits commence in accordance with the table set forth in Section 2(d) of this Article.

~~* Reproduced in full on page 218.~~

(c) The amount of the monthly regular early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have retired at the employee's option on or after September 15, 1970, but before September 15, 1973, under the conditions of Article IV, Section 2(a), of the Plan shall be a life income benefit commencing either on or after the date

of early retirement as specified in the employee's application for early retirement in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee's at retirement as provided in Appendix B* hereof, for each year of credited service at retirement, multiplied by the percentage applicable with respect to the employee's attained age when benefits commence in accordance with the table set forth in Section 2(d) of this Article; provided, however, that in the case of an employee who shall have retired under Article IV, Section 2(a) on or after October 1, 1971 but before September 15, 1973 with 30 or more years of credited service, the monthly life income benefit otherwise payable to the employee's after age 65 for months prior to October 1, 1974 shall be re-determined on the basis of a reduction equal to 1/3 of 1% multiplied by the number of months from the date the employee's benefits commenced to the first day of the month which includes the employee's 62nd birthday, and for months on or after October 1, 1974 shall be re-determined without any reduction for the employee's benefits having commenced before the month which includes the employee's 62nd birthday.

~~* Reproduced in full on page 219~~

(d) The amount of the monthly regular early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have retired at the employee's option on or after September 15, 1973 but prior to October 1, 1979 under the conditions of Article IV, Section 2(a), of the Plan and who shall make application to the Board for it shall be a life income benefit commencing either on or after the date of early retirement as specified in the employee's application for early retirement in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix C* hereof, based on the date of the employee's retirement under the Plan and the month for which payment is being made for each year of credited service at retirement, multiplied by the percentage applicable with respect to the employee's attained age when benefits commence in accordance with the following table:

| Age When Benefits Commence** | Percentage |
|---|---|

| | |
|---|---|
| 42 | 21.0 % |
| 43 | 22.6 |
| 44 | 24.3 |
| 45 | 26.1 |
| 46 | 28.2 |
| 47 | 30.4 |
| 48 | 32.8 |
| 49 | 35.4 |
| 50 | 38.3 |
| 51 | 41.5 |
| 52 | 45.0 |
| 53 | 48.9 |
| 54 | 53.2 |
| 55 | 57.9 |
| 56 | 63.5 |
| 57 | 69.4 |
| 58 | 75.2 |
| 59 | 80.8 |
| 60 | 86.7 |
| 61 | 93.3 |
| 62 and over | 100.0 |

~~* Reproduced in full beginning on page 225.~~

** For each additional full month of attained age when benefits commence, the applicable percentage shall be determined by a straight-line interpolation from the percentage applicable to the next lower age to the percentage applicable to the next higher age in the above table, rounded to the nearest 1/10 of 1%.

If an employee with 30 or more years of creditable service shall retire at the employee's option on or after September 15, 1973, the monthly life income benefit otherwise payable to the employee after age 65 for months on or after March 1, 1974 shall be re-determined without any reduction for the employee's benefits having commenced before the month which includes the employee's 62nd birthday.

(e) The amount of the monthly regular early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall retire at the employee's option on or after October 1, 1979 under the conditions of Article IV, Section 2(a), of the Plan and who shall make application to the Board for it shall be a life income benefit commencing either on or after the date of early retirement as specified in the employee's application for early retirement in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix C* hereof,

based on the date of the employee's retirement under the Plan and the month for which payment is being made, for each year of credited service at retirement multiplied by the percentage applicable with respect to the employee's attained age when benefits commence in accordance with the table set forth in Section 2(d) of this Article, except that if such an employee (i) has 30 or more years of credited service, or (ii) has combined years of age and years of credited service (to the nearest 1/12 in each case) which shall total 85 or more years, the monthly life income benefit otherwise payable to the employee for months following the month in which the employee shall attain age 62 and one month shall be re-determined without any such reduction.

The life income benefit payable in any month under this Section 2(e) shall not be reduced below an amount which results in the early retirement supplement paid to the retired employee in such month under Article VI, Section 2(b) exceeding the old age insurance benefits unreduced on account of age, payable under Title II of the Federal Social Security Act.

~~**Reproduced in full beginning on page 218.~~

(f) The amount of the monthly special early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have been retired before October 25, 1967 at Company option or under mutually satisfactory conditions under the conditions of Article IV, Section 2(b) of the Plan, shall be a life income benefit in amounts equal to the life income benefit rate set forth in Appendix A* hereof, for each year of the employee's credited service at retirement.

An employee discharged for cause on or after September 1, 1958 and before September 1, 1964, after such employee has attained age 60 but before age 65, and who has at least 10 years of credited service, shall be entitled only to the regular early retirement benefit as provided under Article V, Section 2(a) of the Plan.

(g.) The amount of the monthly special early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have been retired on or after October 25, 1967, but before September 15, 1970, at Company option or under mutually satisfactory conditions under Article IV, Section 2(b) of the Plan, shall be a life income benefit in an amount equal to the life income

benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement.

~~* Reproduced in full beginning on page 218.~~

(h.) The amount of the monthly special early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have been retired on or after September 15, 1970, but before September 15, 1973, at Company option or under mutually satisfactory conditions under Article IV, Section 2(b) of the Plan shall be a life income benefit in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix B* hereof, for each year of the employee's credited service at retirement.

(i) The amount of the monthly special early retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall have been retired or shall retire on or after September 15, 1973, at Company option or under mutually satisfactory conditions under Article IV, Section 2(b) of the Plan shall be as follows:

(i) A life income benefit in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix C** hereof, based on the date of the employee's retirement under the Plan and the month for which payment is being made, for each year of credited service at retirement, and

(ii) A temporary benefit in an amount equal to the temporary benefit rate applicable to the employee as provided in Appendix D*** hereof, based on the date of the employee's retirement under the Plan, for each year of credited service at retirement; provided, however, that for any month after the retiree attains age 65, in the case of retirement before March 1, 1974, or age 62, in the case of retirement on or after March 1, 1974 (age 62 and one month in the case of such a retired employee who shall attain age 62 during or after March, 1982), or becomes eligible for an unreduced Social Security benefit the temporary benefit shall not be payable.

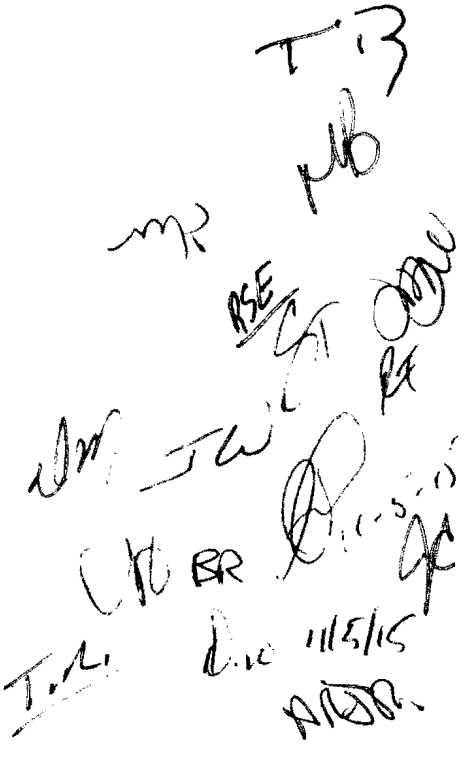
~~* Reproduced in full beginning on page 219.~~
~~**Reproduced in full beginning on page 225.~~
~~***Reproduced in full on page 248.~~

(j) An employee discharged for cause on or after September 1, 1964, but before October 25, 1967, or an employee who incurs a break in seniority on or after October 25, 1967, after such employee (i) shall have reached the employee's 60th birthday, but not the employee's 65th birthday, and shall have 10 or more years of creditable service or (ii) shall have reached the employee's 55th birthday but not the employee's 60th birthday and whose combined years of age (to the nearest 1/12th) and creditable service shall total at least 85 or (iii) with respect to a break in seniority on or after October 1, 1971, shall have 30 or more years of creditable service prior to the employee's 55th birthday or (iv) on or after October 1, 1984, shall have 10 or more years of creditable service and shall have reached the employee's 55th birthday prior to a break in seniority, shall be considered a retired employee, and the employee's benefits with respect to those payable on or after March 1, 1968 shall be the regular early retirement benefit as provided under either Section 2(b), 2(c), 2(d) or 2(e) of this Article, whichever is applicable.

(k) The monthly early retirement benefit shall become payable to the retired employee, if the employee shall then be living, on the first day of the first month after (i) the employee shall have become eligible for such benefit, and (ii) the employee shall have filed application for such benefit with the Board; and shall be payable on the first day of each month thereafter during the employee's lifetime; provided, however, that any temporary benefit shall be subject to such further limitations as may be applicable to it.

(l) The amount of the benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall elect to receive the enhanced retirement plan incentive benefit under the conditions of Article IV, Section 2(c) of the Plan, and who shall make application to the Board for it shall be equal to $50,000 for production (non-skilled) employees and $70,000 for skilled trade employees. At the election of the employee, and subject to consent of the employee's spouse, the benefit shall be paid in the form of a single pre-tax lump sum payment or in the form of an annuity. If no election is made and the employee is single, such employee will receive the benefit in the form of a single life annuity; if no election is made and the employee is married, the employee and the employee's spouse

will receive the benefit in the form of a 50% joint and survivor annuity.



cba2/00473/7
a
10/28/2015

**Section 3. Disability Retirement Benefit**

The monthly retirement benefit payable on or after October 1, 2007 out of the Pension Fund for an employee who shall be eligible for a disability retirement benefit under the provisions of Article IV, Section 3, of the Plan shall be whichever of the following is applicable:

(a) For an employee who shall have retired prior to September 1, 1958 a life income benefit in an amount equal to the life income benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement.

(b) For an employee who shall have retired on or after September 1, 1958, but before September 1, 1961 a life income benefit in an amount equal to the life income benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement.

(c) For an employee who shall have retired on or after September 1, 1961, but before September 1, 1964:

(i) A life income benefit in an amount equal to the life income benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement.

(d) For an employee who shall have retired on or after September 1, 1964, but before October 25, 1967:

(i) A life income benefit in an amount equal to the life income benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement, and

(ii) A temporary benefit in an amount equal to $15.40 for each year of credited service at retirement (not to exceed a total of $385.00); provided, however, that after the retired employee attains age 65 or becomes eligible for an unreduced Social Security benefit the temporary benefit shall not be payable.

~~* Reproduced in full on page 218.~~

(e) For an employee who shall have retired on or after October 25, 1967, but before September 15, 1970:

(i) A life income benefit in amounts equal to the life income benefit rate set forth in Appendix A* hereof, for each year of credited service at retirement, and

(ii) A temporary benefit in an amount equal to $15.65 for each year of credited service at retirement (not to exceed a total of $391.25); provided, however, that after the retired employee attains age 65 or becomes eligible for an unreduced Social Security benefit the temporary benefit shall not be payable.

~~* Reproduced in full on page 218.~~

(f) For an employee who shall have retired on or after September 15, 1970, but before September 15, 1973:

(i) A life income benefit in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix B** hereof, for each year of credited service at retirement, and

(ii) A temporary benefit in an amount equal to $16.15 for each year of credited service at retirement (not to exceed a total of $403.75); provided, however, that after the retired employee attains age 65 or becomes eligible for an unreduced Social Security benefit, the temporary benefit shall not be payable.

(g) For an employee who shall have retired or shall retire on or after September 15, 1973:

(i) A life income benefit in amounts equal to the life income benefit rate of the Benefit Class Code applicable to the employee at retirement as provided in Appendix C*** hereof, based on the date of the employee's retirement under the Plan and the month for which payment is being made, for each year of credited service at retirement, and

~~* Reproduced in full on page 218~~
~~** Reproduced in full beginning on page 219~~
~~*** Reproduced in full beginning on page 225.~~
~~**** Reproduced in full beginning on page 248.~~

(ii) A temporary benefit equal to the temporary benefit rate applicable to the employee at retirement as provided in Appendix D**** hereof, based on the date of the employee's retirement under the Plan, for each year of the employee's credited service at retirement provided, however, that for any month after the retired employee attains age 65, in the case of retirement before March 1, 1974, or age 62, in the case of retirement on or after March 1, 1974 (age 62 and one month in the case of such a retired employee who shall attain age 62 during or after March, 1982), or becomes eligible for an unreduced Social Security benefit the temporary benefit shall not be payable.

The monthly disability retirement benefit payable from the Pension Fund shall become payable to the retired employee, if the employee then shall be living, on the first day of the first month after (i) the employee shall have filed an application for such benefit with the Board, and (ii) the employee's disability retirement shall have commenced, and (iii) at least 26 weeks (5 months for retirement on or after October 1, 1979) shall have elapsed since the date upon which the employee's disability commenced, and shall be payable on the first day of each month thereafter until, but not including, the month after (i) the employee's disability retirement shall end, or (ii) the employee shall reach the employee's normal retirement age, or (iii) the employee shall die, whichever first shall occur.

When a retired employee receiving a disability retirement benefit shall reach normal retirement age or the qualifying age for an unreduced insurance benefit by reason of age under the Federal Social Security Act, the employee thereafter shall receive a normal retirement benefit in accordance with the provisions of Section 1 of this Article and shall no longer be considered to be on disability retirement.

~~* Reproduced in full on page 218~~
~~** Reproduced in full beginning on page 219~~
~~*** Reproduced in full beginning on page 225.~~
~~**** Reproduced in full beginning on page 248.~~

**Section 4. Deferred Vested Pension Benefit**

The monthly retirement benefit payable out of the Pension Fund for an employee who shall be eligible for a deferred vested pension benefit under the provisions of Article IV, Section 6, of the Plan shall be whichever of the following is applicable:

(a) For an employee who incurred a break in seniority prior to September 1, 1964, only the amount payable under the deferred vested pension benefit provisions in effect on August 31, 1964 applicable with respect to the time at which the employee incurred a break in seniority; or

(b) For an employee who shall have incurred a break in seniority on or after September 1, 1964, but before October 25, 1967, an amount with respect to benefits payable on or after January 1, 1965 equal to $4.25 multiplied by the number of the employee's years of creditable service.

(c) For an employee who shall have incurred a break in seniority on or after October 25, 1967, but before January 1, 1969, an amount with respect to benefits payable on or after March 1, 1968 equal to $5.25 multiplied by the number of his years of creditable service.

(d) For an employee who shall have incurred a break in seniority on or after January 1, 1969, but before November 19, 1973, an amount equal to the life income benefit rate of the Benefit Class Code applicable to the employee at the time of such break in seniority as provided in Appendix B* hereof, multiplied by the number of years of creditable service.

~~* Reproduced in full beginning on page 219.~~

(e) For an employee who shall have incurred or shall incur a break in seniority on or after November 19, 1973, an amount equal to the life income benefit rate of the Benefit Class Code applicable to the employee at the time of such break in seniority as provided in Appendix C** hereof, multiplied by the number of years of creditable service.

~~**Reproduced in full beginning on page 225.~~

The monthly retirement benefit shall become payable to such employee, if the employee shall then be living and the employee shall have filed an application for such benefit with the Board in accordance with Article IV Section 6, on the first day of the month coinciding with or next following the employee's 65th birthday, and shall be payable on the first day of each month thereafter during the employee's lifetime. Any such employee whose benefits commence on or after January 1, 1962 may elect a monthly retirement benefit commencing on the first day of any month after: (i) attainment of age 60 and before the employee shall have reached the employee's 65th birthday, in which event the employee's monthly retirement benefit shall be in an amount equal to the benefit payable at age 65 reduced by a percentage equal to 5/9 of 1% multiplied by the number of months from the date the employee's benefits are to commence to the first day of the month following the employee's 65th birthday or (ii) attainment of age 55 and before the employee shall have reached the employee's 60th birthday for an employee who shall have broken seniority on or after January 1, 1976 without eligibility for Early Retirement under Article IV, Section 2(a) in which event the employee's monthly retirement benefit shall be in an amount equal to the benefit payable at age 65 multiplied by the percentage applicable with respect to the employee's attained age when benefits commence in accordance with the following table:

| **Age When Benefits Commence**** | **Percentage** |
|---|---|
| 55 | 42.5% |
| 56 | 46.4 |
| 57 | 50.6 |
| 58 | 55.4 |
| 59 | 60.7 |
| 60 | 66.7 |

BJS
MD
RW

** For each additional full month of attained age when benefits commence, the applicable percentage shall be determined by straight-line interpolation from the percentage applicable to the next lower age to the percentage applicable to the next higher age in the above table, rounded to the nearest 1/10 of 1%.

**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 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

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.

~~* Reproduced in full beginning on page 225~~

(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, 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.

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 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 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.

(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 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.

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.

**Section 6. Payment of Small Amounts**

~~Commencing August 23, 1984,~~ 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 ~~$1,750~~$5,000 ~~($3,500 commencing January 1, 1985)~~ and if such ~~the~~ eligible ~~surviving spouse~~ 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.

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 surviving spouse 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 surviving spouse 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 surviving spouse does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the eligible surviving spouse 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 surviving spouse 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) Distributee: shall mean a current or former employee, the current or former employee's surviving spouse, or a current or former employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code. Effective January 1, 2010, a distributee also includes an employee's designated beneficiary who is not a spouse under the Plan.~~

~~(b) Eligible rollover distribution: shall mean a lump sum or a series of substantially equal periodic or installment payments made at least annually for a~~

~~selected period of less than ten years, including any after-tax amounts, but excluding any mandatory distribution under Section 401(a)(9) of the Internal Revenue Code and any hardship distribution, if ever applicable under this Plan.~~

~~(c)~~

(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 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).

~~(d)~~

(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.

**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) If the present value of an employee's vested accrued benefit derived from employer contributions exceeds (or at the time of any prior distribution exceeded) ~~$3,500~~$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).

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 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 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 11. Nonalienation of Benefits**

Except as hereinafter provided, no benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind except to the extent permitted by Code Section 401(a)(13) or ERISA Section 206 (d). Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Pension Fund shall in any manner be liable for or subject to the debts or liability of any person to whom any benefit is or shall be payable. If such person shall attempt to, or shall, alienate, sell, transfer, assign, pledge, or otherwise encumber the employee's benefits under the Plan or any part thereof, or if by reason of the employee's bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by the employee, then the Board in its discretion may hold any such benefit and apply it to or for the benefit of such person, the employee's spouse, children, or other dependents in such manner as the Board may deem proper, and such application shall fully discharge the obligation of the Pension Fund with respect to any benefit so applied.

Provided, however, that (i) the Trustee shall be authorized by the Board of Administration to deduct from the monthly benefit payable to any retired employee or surviving spouse electing Blue Cross-Blue Shield or comparable coverage as part of the groups provided for in the Collective Bargaining Agreement, the amount of the contribution of the retired employee or surviving spouse as it may be established from time to time for such coverage as certified to the Trustee by the Board and to pay such amount directly to the appropriate Blue Cross and/or Blue Shield or other organization, (ii) commencing on or after January 1, 1971, any person to whom a benefit is or shall be payable under the Plan shall have (A) Federal income tax withheld by the Trustee where required by Federal statutes or regulations unless, elected otherwise in accordance with such statutes or regulations by submitting to the Board written authorization and direction acceptable to the Board, and (B) state income tax withheld by the Trustee where (a) required by state statutes or regulations, unless elected otherwise in accordance with such statutes or regulations, or (b) commencing on or after June 1, 1994, if the state permits voluntary withholding and such person

requests voluntary withholding by submitting to the Board written authorization and direction acceptable to the Board; (iii) commencing on or after October 1, 1984, any retired employee to whom a benefit is or shall be payable under the Plan may elect to have any outstanding overpayments received under any Company benefit Plan or Program paid by the Trustee from amounts otherwise payable under this Plan, upon authorization by the Board of Administration, to such respective Plan or Program in monthly amounts of not less than $40.00 or such lower outstanding overpayments nor more than 10% of the monthly retirement benefit and (iv) payment shall be made in accordance with provisions of a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code.

Notwithstanding any other provisions of the Plan, the Trustee, upon authorization by the Board of Administration for the month of August, 1966, and thereafter while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, and on or after November 19, 1973, during the life of any Collective Bargaining Agreement applicable to employees covered by the Plan shall deduct Union dues from any monthly retirement benefit otherwise payable to any retired employee who shall have duly authorized such deduction on a form acceptable to the Company, and effective January 1, 1995 shall, upon authorization by the Board of Administration, deduct the ~~sum of $2.00 as an~~ associate dues donation from any monthly retirement benefit otherwise payable to any surviving spouse who shall have duly authorized such deduction on a form acceptable to the Company to the extent permitted by applicable federal and state laws and regulations; and to remit such dues to the Union.

ASE

BR

T.M.

9-14-15

D.W.

RT

ARSR

JW

ND

KW

BTS

**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.

(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 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

(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) 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;

(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; 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 11/1/2007 Ford-UAW Retirees' Lump sum Payment" dated May 15, 2008.

(b) Amount of Lump Sum Benefits

(i) 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 and 2009 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 or 2009 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.

(ii) 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.

(iii) 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 credited service earned under the Plan divided by the total credited service earned under this Plan and the former AAI-UAW Retirement Plan.

(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 and 2009 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 and 2009.

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**

~~The Plan shall at all times comply with IRC Section 436, and regulations and other guidance thereunder.~~

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 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 non-forfeitable 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.

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

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.

(ii) Resumption 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 not resume prospectively with respect to service on or after that later Code Section 436 measurement date unless the Plan is amended to provide for such resumption. 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).

(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 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.

(iv) 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)(ii), 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 be treated as if it were never adopted, unless the Plan amendment provides otherwise.

(v) 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.

(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 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.

(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:

(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.

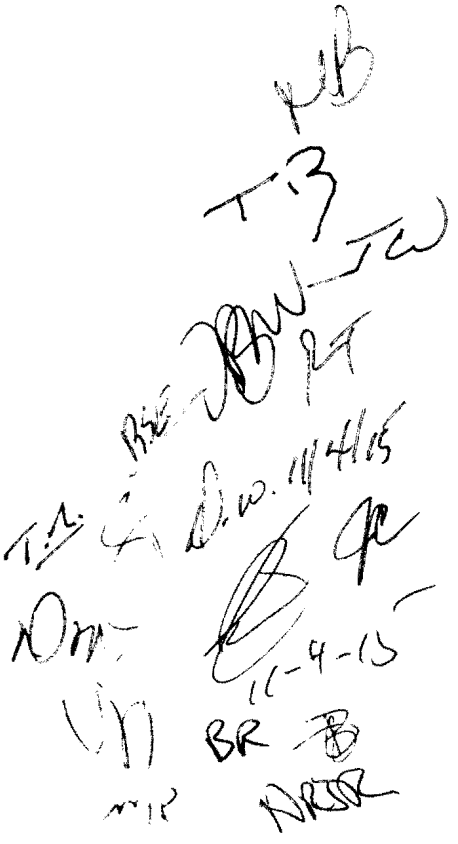
(E) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Subsection 25(e)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted 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) 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.



BJS
RW

cba2/00524/14
a
11/04/15

**Section 2. Amount of Supplemental Allowance**

Subject to the provisions of the other sections of this Article VI, the amount of the monthly Supplemental Allowance payable on or after October 1, 2007 shall be whichever of the following is applicable:

(a) For an employee who shall have retired under Article IV, Section 2 or 3 on or after October 1, 1971 but before March 1, 1974:

(i) If the employee shall have had 30 or more years of credited service at retirement, an early retirement supplement which when added to the employee's monthly retirement benefit under Article V of the Plan shall equal the applicable amount as provided in Appendix E* based upon the month for which the payment is made, the employee's attained age in such month and the date of the employee's retirement, subject to reduction by 2/3 of 1 percent for each month from the employee's retirement date to the first day of the month which includes the employee's 58th birthday; provided, however, that such reduction for age shall not apply if the employee shall have retired under the provisions of Article IV, Section 3 or if the employee shall have retired under the provisions of Article IV, Section 2 while on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) as a result of a plant closing or a discontinuance of operations and the employee shall not have been offered suitable work by the Company in the same labor market area.

ii. If the employee shall have had less than 30 years of credited service at retirement, an early retirement supplement which when added to the employee's monthly retirement benefit under Article V of the Plan shall equal the applicable amount as provided in Appendix E* based on the employee's attained age in such month and the date of the employee's retirement reduced proportionately for each twentieth of a year that the employee's credited service at retirement is less than 30 years, with the resulting amounts multiplied, if the employee

shall not have reached the employee's 60th birthday on the date of the employee's retirement, by a fraction the numerator of which is 60 and the denominator of which is the number of months from the employee's retirement date to and including the month in which the employee would attain age 65.

iii. In determining the amount of early retirement supplement payable under this Subsection (a) to an employee who shall have retired on or after October 1, 1972 but before March 1, 1974 with 30 or more years of credited service, the reduction for age provided in clause (i), above, shall be based on 2/3 of 1 percent for each month from the employee's retirement date to the first day of the month which includes the employee's 56th birthday.

iv. The amount of early retirement supplement payable under this Subsection (a) shall be determined as of October 1, 2007 in accordance with clause (i), (ii) and (iii) above and shall be re-determined in accordance with such clauses on each date thereafter that increases in life income benefit rates under Article V and early retirement supplements under this Article VI become effective.

(b) For an employee who shall retire under Article IV, Section 2 or 3 on or after March 1, 1974 with 30 or more years of credited service:

(i) An early retirement supplement which when added to the employee's monthly retirement benefit under Article V shall equal the amount of total monthly benefits applicable to the employee as provided in Appendix E* hereof, based upon the month for which the payment is made, the employee's attained age in such month and the date of the employee's retirement under the Plan.

(ii) The amount of early retirement supplement payable under this Subsection (b) shall be determined as of October 1, 2007 in accordance with clause (i) above for retired employees to whom it shall then apply and shall be re-determined in accordance with such clause on

each date thereafter, with respect to retired employees to whom it then applies, when increases in life income benefit rates under Article V and early retirement supplements under this Article VI become effective.

(iii) If a re-determination under Section 2(b)(ii) of this Article VI results in the sum of monthly pension benefits and supplements being less than that payable immediately prior to such re-determination because of a prior election of a surviving spouse option, an amount of supplement shall be provided as may be necessary to maintain the monthly amount payable immediately prior to such re-determination.

~~* Reproduced in full beginning on page 257.~~

(c) For an employee who shall retire under Article IV, Section 2(a) on or after March 1, 1974 with less than 30 years of credited service and before the first day of the month following the month in which the employee shall attain age 62 and one month, an interim supplement payable until and including the month following the month in which the retired employee shall attain age 62 in an amount equal to the interim supplement rate applicable to the employee at retirement as provided in Appendix F* hereof, based upon the month for which the payment is made, the employee's attained age at time of retirement under the Plan and the date of the employee's retirement under the Plan, for each year of credited service at retirement.

(d) For an employee who shall have retired under Article IV, Section 2 or 3 on or after March 1, 1974 but before October 1, 1979 with less than 30 years of credited service and after the employee shall have attained age 62 and one month or for an employee who shall have retired under Article IV, Section 1 on or after March 1, 1974 but before October 1, 1979 with 10 or more but less than 30 years of credited service (excluding any employee who shall receive a normal retirement benefit under Section 1 of Article V after attaining age 65 while retired under Article IV, Section 3), an age-service supplement payable for life in an amount equal to $2.00 prior to September 1, 2002 ($1.00 for each year of credited service for supplement payable for months commencing on or after

October 1, 1990) and prior to September 1, 2002 for each year of credited service at retirement, reduced in the case of retirement under Article IV, Section 2 or 3 by 1/36th for each month from the date the employee's benefits commence to the first day of the month following the month which includes the employee's 65th birthday.

(e) For an employee who shall retire under Article IV, Section 1 on or after March 1, 1974 and before October 1, 1979 with 30 or more years of credited service or for an employee who shall retire under Article IV, Section 2 or 3 on or after March 1, 1974 and before October 1, 1979 with 30 or more years of credited service, commencing on or after the first day of the month following the month in which the employee shall attain age 65, a monthly lifetime supplement payable for life in the amount of $65.00 for months commencing on or after October 1, 1979 but before October 1, 1990 and $35.00 for months commencing on or after October 1, 1990 and prior to September 1, 2002.

~~* Reproduced in full beginning on page 257.~~

cba2/00526/4
a
10/28/2015

Section 4. Powers

The Board shall have such powers as are necessary for proper administration of the Plan, including the following:

(a) To adopt and prescribe regulations and procedures to be followed by employees in filing applications for benefits, and for the furnishing and verification of evidence and proofs necessary to establish employees' rights to benefits under the Plan.

(b) To make findings of facts and determinations as to the rights of any employee applying for retirement benefits, and to afford any such individual dissatisfied with any such findings or determinations the right to a hearing thereon.

(c) To develop procedures for the establishment and verification of creditable service of employees, and after affording employees an opportunity to make objection with respect thereto, to establish such facts conclusively in advance of retirement.

(d) To obtain from the Company, from the Union, and from employees such information as shall be necessary for proper administration of the Plan, including but not limited to an authorization for the Company to obtain the retired employee's earnings history maintained by the Social Security Administration, if not already provided by the retired employee.

(e) To establish appropriate procedures for authorizing the Trustee to make benefit payments from the Pension Fund to persons entitled to benefits under the Plan, and to obtain from the Trustee such information concerning such payments and persons as shall be necessary for proper administration of the Plan.

(f) To prepare and distribute in such manner as the Board determines to be appropriate information explaining the Plan.

(g) To furnish to the Company and to the Union, upon request, such reports with respect to its administration of the Plan as are reasonable and appropriate.

(h) To collect, evaluate, analyze, and prepare statistical and other data with respect to its administration of the Plan.

(i) To maintain or arrange for such office space, equipment, services and other assistance as may be necessary for the proper administration of the Plan, with due regard to economical administration of the Plan, and to authorize payment by the Trustee from the Pension Fund of expenses necessary for the proper administration of the Plan.

Nothing in this Article shall be deemed to give the Board power to prescribe in any manner internal procedures or operations of either the Union or the Company.

**Section 5. Claims Procedures**

(a) Denial of a Claim
If a claim for benefits or participation (other than a disability pension claim) is denied in whole or in part, the claimant will receive written notification from either the Plan Administrator or an employee of the Board of Administration 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 (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 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 (iv) 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 Plan Administrator or an employee of the Board of Administration 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.

(b) Denial of a Disability Pension Claim
If a disability pension claim is denied in whole or in part, the claimant will receive written notification from either the Plan Administrator or an employee of the Board of Administration within forty-five (45) days of the date the claim is received. Two thirty (30) day extensions will be available to the Plan Administrator or an employee of the Board of Administration if necessary due to matters beyond the control of the Plan and with written notice to claimant. The extension notice will specify the circumstances requiring the extension and the expected date of the determination. If an extension is required because the information in the claim is incomplete, the extension notice will specifically explain (i) the standards on which entitlement is based; (ii) the unresolved issues that prevent a decision; (iii) the additional information required for a decision; and (iv) that claimant has at least forty-five (45) days to provide the information being requested. If such additional information is required, the period between the date of the request and the date of the claimant's response is not included when calculating the decision deadline. Any actual denial of a claim under this Plan shall be written and be set forth in a manner calculated to be understood by the claimant. The denial of claim shall 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 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; (iv) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule,

guideline, protocol, or other criterion will be provided free of charge upon claimant's request; (v) if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation or the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and (vi) 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. Such notice shall be deemed given upon mailing, full postage prepaid in the United States Mail or if provided electronically to the claimant.

(c) Review of Denial of Disability Pension Claim to the Board of Administration

In the event that the Plan Administrator or an employee of the Board of Administration denies a disability pension claim, a claimant may (i) request a review upon appeal by written application to the Board; (ii) review pertinent documents; and (iii) submit issues and comments in writing. A claimant must request a review upon an appeal of the denial of the claim by the Plan Administrator or an employee of the Board of Administration under this Plan within one hundred eighty (180) days after the ~~claimant receives~~ date of the written notification of denial of the claim. The Board (i) shall give no deference to the earlier decision; (ii) provide for review by a fiduciary (Board of Administration) who did not make the initial decision and who is not a subordinate of the initial decision maker; (iii) if the decision involves a medical judgment, provide that the fiduciary (Board of Administration) must consult with a health care professional who is independent of any health care professional involved in the initial denial; and (iv) provide for identification of all medical or other experts consulted.

A decision, as appropriate, shall be made within forty-five (45) days after receipt of the claimant's request for review, unless special circumstances

require an extension of time for processing. One forty-five (45) day extension will be available to the Board if necessary due to matters beyond the control of the Plan and with written notice to the claimant. The extension notice will specify the circumstances requiring the extension and the expected date of the determination. If an extension is required because the information in the claim is incomplete, the extension notice will specifically explain (i) the standards on which entitlement is based; (ii) the unresolved issues that prevent a decision; (iii) the additional information required for a decision and (iv) that claimant has at least forty-five (45) days to provide the information being requested. If such additional information is required, the period between the date of the request and the date of the claimant's response is not included when calculating the decision deadline. Any actual denial of a claim under this Plan shall be written and be set forth in a manner calculated to be understood by the claimant. The denial of claim shall 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) if there is an adverse determination based upon a limit or an exclusion, an explanation of the scientific or clinical judgment applying Plan terms to claimant's facts and circumstances or a statement that the explanation will be furnished at no charge upon the claimant's request; (iv) if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation or the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; (v) 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; and (vi) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency." Such notice shall be

deemed given upon mailing, full postage prepaid in the United States mail or if provided electronically to the claimant. Decisions of the Board are final and conclusive unless arbitrary and capricious.

(d) Review of Denial of the Claim to the Board of Administration

In the event that the Plan Administrator or an employee of the Board of Administration denies a claim (other than a disability pension claim), a claimant may (i) request a review upon appeal by written application to the full Board of Administration; (ii) review pertinent documents; and (iii) submit issues and comments in writing. A claimant must request a review upon an appeal of the denial of the claim by the Plan Administrator or an employee of the Board of Administration under this Plan within sixty (60) days after the ~~claimant receives~~ date of the written notification of denial of the claim. Since the Board is reviewing the appeal, it will be considered at the Board's next regularly scheduled meeting. If it is filed within thirty (30) days of the next meeting, a decision by the Board 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. 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, (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 are final and conclusive unless arbitrary and capricious.

(e) Participant Limitations for Filing Claims
No legal action may be brought by a participant, dependent, beneficiary, or the estate or legal representative thereof for entitlement to benefits under the Plan, until after the claims and appeals procedures of the Plan have been exhausted and, unless a different period of limitation is specifically provided under ERISA, no later than two years after such claim has accrued. No other actions may be brought against the Plan more than six months after such claim has accrued.

cba2/00553/7
a
09/14/15

**Section 9. Actuarial and Pension Fund Information**

(a) The Company shall cause to be furnished to the Board of Administration annually, as of December 31 (commencing with December 31, 1958), (i) a statement reflecting the value (as determined by the Trustee) of the Pension Fund as then comprised of any contracts and total other assets, invested and un-invested, such total assets being valued on a basis at least equal to the total cost thereof; (ii) a statement showing in summary form the value of such assets by general categories of investment, such value being determined on a basis at least equal to the total cost thereof for each such category; and (iii) such information as to age, sex and service of employees covered by the Plan as a whole in the United States and as to the number of retired employees and amount of retirement benefits by age groups, as the Board may reasonably require. In no event shall the Company be required to furnish the Board with any data not furnished by the Company to the actuary (referred to in Section 5(a) of the Agreement Concerning Retirement Plan).

(b) Commencing with the calendar year ending December 31, 1964, the Company shall cause to be furnished to the Board of Administration annually the actuarial report, prepared by the actuary, in respect of each year's valuation of the Plan (with respect to benefits payable under Article V of the Plan, except as otherwise provided below), including the following:

(i) The amount of the annual normal cost contribution rate per employee and the amount of the payment toward amortization of the lump sum past service costs.

(ii) A statement of the method and of the assumptions, such as the interest rate, mortality rates, withdrawal rates, and retirement ages adopted for the valuation of the benefits paid under Article V of the Plan and adopted for the funding of the benefits under Article VI of the Plan, which statement shall include, commencing with the calendar year ending December 31, 1969 in respect to the report for the calendar year 1970, assumptions regarding retirement rates, average benefit

unit, and assumptions used with respect to the survivor's benefit.

(iii) The amount, as of the end of each calendar year, of the difference between the present value of the prospective retirement benefits payable under the Plan and the then present value of the prospective normal cost contributions, if any, separately for (A) retired employees and other persons receiving benefits under the Plan, (B) non-retired employees and former employees, and (C) total.

(iv) The amount of assets used in the actuarial valuation, including, commencing with the calendar year ending December 31, 1969 in respect to the report for the calendar year 1970, a reconciliation of the amount of such assets with the amount used in the preceding valuation.

(v) The amount, as of the end of each calendar year, of the unfunded past service costs.

(vi) The amount, as of the end of each calendar year, commencing with the calendar year ending December 31, 1970 in respect to the report for the calendar year 1971, by which the assets used in the actuarial valuation shall exceed the amount then required by Section 5(a) of the Agreement Concerning Retirement Plan (excluding the cost of benefits under Article VI) to be in the Pension Fund.

(vii) The contribution made during the year toward the cost of benefits under Article VI, the amount of such benefits paid during the year and the cumulative balance of such contributions less payments.

(viii) The extent to which, in event of termination of the Plan, the Pension Fund assets at market value as of the end of each calendar year, commencing with the calendar year ending December 31, 1970 in respect to the report for the calendar year 1971, would be sufficient to cover the benefit liabilities determined in accordance with Article X, Section 2(a) of the

Plan with respect to each category of beneficiaries specified therein.

(ix) The amount, commencing with the calendar year 1979 in respect to the report for the Plan Year 1979, of the actuarial present value of early retirement and interim supplements in the course of payment and in respect to such supplements the assets accumulated in the Pension Fund, both determined as of the valuation date.

For purposes of this Subsection 9(b), commencing with the calendar year ending December 31, 1974, in respect to the actuarial report for the calendar year 1975, age-service supplements and lifetime supplements shall be included with benefits under Article V and shall not be included with benefits under Article VI.

(c) Commencing with the calendar year ending December 31, 1962, the Company shall cause to be furnished to the Board of Administration annually a statement setting forth:

(i) The value of the Pension Fund computed in accordance with Subsection (a)(i) of this Section 9 as of the beginning of the calendar year for which the statement is being submitted, except that with respect to statements covering calendar years commencing on or after January 1, 1971 the value of the Pension Fund for purposes of this clause (i) shall instead be computed on the basis of the market value of the Fund as of the beginning of the year for which the statement is being submitted.

(ii) Additions during the calendar year:

(A) Payments by the Company into the Pension Fund

(B) Interest and dividends received by the Pension Fund

(C) Net profit realized on sales of securities by the Pension Fund, except that statements covering calendar years commencing on or after January 1, 1971 under this clause (ii)(C) shall instead show net investment

gains in the calendar year to which the statement applies, and

(D) Total additions.

(iii) Total amount of retirement benefits paid during the calendar year.

(iv) The value of the Pension Fund computed in accordance with Subsection (a)(i) of this Section 9 as of the end of the calendar year for which the statement is being submitted, except that with respect to statements covering calendar years commencing on or after January 1, 1971 the value of the Pension Fund for purposes of this clause (iv) shall instead be computed on the basis of the market value of the Fund as of the end of the calendar year for which the statement is being submitted.

(d) For the period commencing January 1, 2016, and thereafter, the Company will cause the UAW to be furnished with a funding valuation report, certified by a qualified actuary, in accordance with the Pension Protection Act of 2006, as amended.

(e) The Company shall cause to be furnished to the Board of Administration annually, as of March 31, commencing in 1971, a schedule setting forth:

(i) The amount of investment of the Pension Fund in residential real estate mortgages, by type, in communities with Company plants and in other communities,

(ii) The amount invested in such residential real estate mortgages during the preceding year in comparison with total new money investments during that year, and

(iii) A description of such residential mortgages in which funds were invested during the preceding year, by type, separately by plant city areas and in total for other areas.

## ARTICLE XVII

## EMPLOYEES OF ROUGE STEEL COMPANY

Notwithstanding any express or implied provision of the Plan to the contrary, the provisions of this Article shall apply to any person who, prior to December 15, 1989, the date that Rouge Steel Company (hereafter Rouge) was sold (hereafter the Closing), shall have been (i) an employee of Rouge or assigned to, or on layoff or leave of absence from Rouge, or (ii) an employee of Ford Motor Company (Ford) assigned to the Rouge Area and who thereafter shall have become a Rouge employee pursuant to the November 28, 1989 Settlement Agreement between the UAW, Rouge and Ford (the 1989 Settlement Agreement). For purposes of this Article "Asset Transfer" and "Asset Transfer Date" shall mean respectively the amount of, and the date for, the transfer of assets, which are allocable to certain credited service and benefits of Rouge employees under this Plan, to the retirement plan and fund established by Rouge for UAW employees of Rouge (the "Rouge-UAW Retirement Plan"), as agreed between Ford and Rouge.

**Section 1. Continuing Rouge Employee Benefits for Pre-Asset Transfer Credited Service**

If when eligible after the Closing a Rouge employee has elected to remain an employee of Rouge and not to exercise the employee's rights to return to Ford under the 1989 Settlement Agreement, the following shall determine such employee's retirement benefits based on credited service before the Asset Transfer Date:

(a) For such a Rouge employee who is eligible for an immediate normal or early retirement benefit under the Plan as of the Closing or whose age and Ford seniority as determined in accordance with the 1989 Settlement Agreement equal 60 provided such employee could become eligible for an immediate normal or early retirement benefit within the period after Closing equal to the employee's accumulated seniority at Closing, the employee's benefit shall be determined as follows:

(i) For credited service through the Closing (which will be retained in this Plan), the benefit rates and supplements in effect under Appendices* C, D, E and F for a Ford employee shall apply.

~~* Appendix C, D, E and F are reproduced in full beginning on page 225.~~

(ii) Subject to reimbursement from the Rouge-UAW Retirement Plan, for credited service after the Closing and before the Asset Transfer Date, benefits determined at rates that, with supplementation provided in the 1989 Settlement Agreement, are equal to the benefit rates in effect at the Closing under Appendices* C, D, E and F of this Plan shall apply until such benefits become payable by the Rouge-UAW Retirement Plan; provided that any temporary benefit or early retirement supplement payable under this Plan and the Rouge-UAW Retirement Plan shall be subject to coordination as provided in Subsection 6(a) of this Article.

(b) For such a Rouge employee who is not covered by Subsection 1(a) immediately above, the employee's benefit rates under the Rouge-UAW Retirement Plan (i) for credited service through December 31, 1987 shall be the rates as in effect on the Closing under the Ford-UAW Retirement Plan, (ii) for credited service in 1988 and 1989 shall be the rates applicable for such years for Rouge employees under the Plan as in effect immediately before the Closing, and (iii) for credited service after the Closing shall be the same rates as provided in Subsection 1(b)(ii) supplemented by amounts necessary to increase the combined rates to amounts equal to the amounts in Subsection 1(b)(i) above.

(c) Any such employee's retirement benefits for credited service after the Closing under Subsection 1(a) or for all credited service under Subsection 1(b) shall be paid from the Rouge-UAW Retirement Plan.

~~* Appendix C, D, E and F are reproduced in full beginning on page 225.~~

RETIREMENT PLAN

ARTICLE XXII

OPTIONAL FORMS OF SURVIVORSHIP COVERAGE

**Section 1. Optional 100% Surviving Beneficiary Benefit**

Beginning on or after January 1, 2004, an employee may elect a reduced monthly life income benefit payable during the retired employee's life to provide the following survivor's benefits for a contingent annuitant designated by the employee in writing when the employee elects this form of survivorship benefit. If the contingent annuitant is the employee's spouse, the benefit payable to the spouse shall be equal to 100% of the reduced monthly life income payable to the employee if the spouse survives the employee. If the contingent annuitant is not a spouse, the contingent annuitant benefit shall be equal to the lesser of (i) 100% of the employee's reduced monthly life income benefit or (ii) the maximum percentage of the employee's reduced monthly life income benefit set forth in Treasury Regulations Section 1.401(a)(9)-6, Q&A-2(c)(2), as such regulations may be amended from time to time, if the contingent annuitant survives the employee. If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the election witnessed by a Plan representative or a notary public at the time of the application for a normal, early or deferred vested retirement benefit. The benefit provided for under this subsection shall be the Actuarial Equivalent (as defined below) of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial Equivalent shall be calculated on the basis of the 1994 Uninsured Pensioner Male Mortality Table for retirees and the 1994 Uninsured Pensioner Female Mortality Table for contingent annuitants and a six percent (6%) interest rate. This option is not available to those employees who retire on disability retirement. This option shall become effective on the employee's retirement effective date~~, provided such employee does not die before such date,~~ and may not be cancelled for any reason.

**Section 2. Qualified Optional 75% Surviving Beneficiary Benefit**

Beginning on or after January 1, 2008, an employee may elect a reduced monthly life income benefit payable during the retired employee's life to provide the survivor's benefits described in this Section 2 for a contingent annuitant designated by the employee in writing when the

employee elects this form of survivorship benefit. If the contingent annuitant is the employee's spouse, the benefit payable to the spouse shall be equal to 75% of the reduced monthly life income payable to the employee if the spouse survives the employee. If the contingent annuitant is not a spouse, the contingent annuitant benefit shall be equal to the lesser of: (i) 75% of the employee's reduced monthly life income benefit, or (ii) the maximum percentage of the employee's reduced monthly life income benefit set forth in Treasury

Regulations Section 1.401 (a) (9)-6, Q&A-2 (c) (2), as such regulations may be amended from time to time, if the contingent annuitant survives the employee. If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the election witnessed by a Plan representative or a notary public at the time of application for a normal, early, or deferred vested retirement benefit. The benefit provided under this subsection shall be the Actuarial Equivalent of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial Equivalent shall be calculated on the same basis as described in Section 1 above. This option is not available to an employee who retires on disability retirement unless or until the date the employee meets the requirement for early retirement under Article IV, Section 2 of the Plan and upon such date shall make an irrevocable election for this option. This option shall otherwise become effective on the retired employee's retirement effective date, provided such employee does not die before such date, and may not be cancelled for any reason.

**Section 3. Optional 50% Surviving Beneficiary Benefit**

Beginning on or after January 1, 2004, an employee may elect a reduced monthly life income benefit payable during the retired employee's life, and upon death, a benefit equal to fifty percent (50%) of the reduced monthly life income benefit shall be paid during the life of, and to, the contingent annuitant designated by the employee in writing when the employee elects this form of survivorship benefit, if the contingent annuitant survives the employee. If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the election witnessed by a Plan representative or a notary public at the time of application for a normal, early, or deferred vested retirement benefit. The benefit provided under this subsection shall be the Actuarial Equivalent of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial

Equivalent shall be calculated on the same basis as described in Section 1 above. This option is not available to those employees who retire on disability retirement. This option shall become effective on the retired employee's retirement effective date, provided such employee does not die before such date, and may not be cancelled for any reason.

~~PART C~~

~~PERSONAL RETIREMENT PLAN~~

~~TABLE OF CONTENTS~~


~~PREAMBLE~~

~~Article 1, Definitions~~

~~Article 2, Coverage~~

~~Article 3, Amount of Retirement Benefit~~

~~Article 4, Benefit Payments~~

~~Article 5, Benefit Restrictions~~

~~Article 6, Board of Administration~~

~~Article 7, Pension Fund~~

~~Article 8, Modification or Discontinuance~~

~~Article 9, Named Fiduciary and Allocation of Responsibilities~~

~~Article 10, Governing Law~~

~~Appendix A~~

~~PART C~~

~~PERSONAL RETIREMENT PLAN~~

~~Established by Agreement between Ford Motor Company and International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW~~

~~PREAMBLE~~

~~The AutoAlliance International Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("AAI-UAW Retirement Plan") was originally effective January 1, 1986.~~

~~Effective March 24, 1997, AAI Employee Services Company LLC, a wholly owned subsidiary of Ford Motor Company (the "Company"), assumed sponsorship of the AAI-UAW Retirement Plan and closed the AAI-UAW Retirement Plan to new entrants.~~

~~Pursuant to the Memorandum of Understanding UAW-Ford Entry Level Wage and Benefit Agreement between the Company and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW ("Union"), and included as Appendix V to the Ford-UAW Collective Bargaining Agreement dated November 3, 2007, the Company agreed to establish a new cash balance pension plan for employees who are hired, rehired or transferred on or after November 19, 2007, and to close the Ford-UAW Retirement Plan to new non-skilled employees.~~

~~The Company determined that the most efficient method to establish the new cash balance pension plan would be to amend the AAI-UAW Retirement Plan to make the new cash balance benefit structure the primary benefit structure under the AAI- UAW Retirement Plan, and to include the original AAI-UAW Retirement Plan benefit structure as an Appendix to the revised plan, and rename the entire Plan the Ford - UAW Personal Retirement Plan.~~

~~Accordingly, pursuant to amendments duly adopted, the AAI- UAW Retirement Plan is renamed the Ford - UAW Personal Retirement Plan ("Plan")) and shall be applicable to all Covered Employees (as defined hereafter) hired, rehired or transferred into covered status on or after November 19, 2007. Except as specifically provided in the AAI-UAW Retirement Plan benefit structure now contained in Appendix A to this Plan, Article 2 or in any subsequent amendment to the Plan to the contrary, the provisions of this Plan, as herein amended and restated or hereafter amended, in Article 1, Article 2 (other than Section 2.7), Section 3.1, Section 3.2 (other than Section 3.2(g)), Section~~

~~4.1, Section 4.2, and Section 5.1, shall not have any application to any AAI-UAW Retirement Plan participant who was hired prior to November 19, 2007 and who continued in uninterrupted service with the Employer thereafter. All other provisions of this Plan, as now stated or amended in the future, shall apply to all participants in this Plan or covered by the AAI-UAW Retirement Plan benefit structure now contained in Appendix A, except where the context clearly indicates otherwise.~~

~~Pursuant to the Collective Bargaining Agreement between the Company and the Union dated October 24, 2011, effective as of December 31, 2011, Pay Credits (as defined in Section 1.43) shall no longer be credited to the Account Balances of employees who were hired, rehired or transferred on or after November 19, 2007 and prior to October 24, 2011 ("Entry Level Employees" as defined in Section 1.28 below) and the liability for retirement benefits related to such Entry Level Employees, together with assets sufficient to fund such liabilities as determined under Section 414(l) of the Code, shall be transferred to a new cash balance plan to be established by the Company effective January 1, 2012. Interest Credits (as defined in Section 1.36) shall continue to be credited to the Account Balances of Entry Level Employees for the period from January 1, 2012 through June 30, 2012. The new cash balance plan will be terminated on June 30, 2012. That portion of this Plan that formerly was the AAI-UAW Retirement Plan shall remain in effect thereafter, subject to any applicable subsequent collective bargaining agreement.~~

## ARTICLE 1

## DEFINITIONS

1.1 "Account Balance" means the accumulated value of the Participant's hypothetical cash balance account established in accordance with Section 3.1.

1.2 "Accrued Benefit" means a Single Life Annuity commencing at the Participant's Normal Retirement Date (or such later date of determination with respect to a Participant who has already attained Normal Retirement Age) with a present value equal to the Actuarial Equivalent of the value of the Participant's accumulated Account Balance on that date. If a Participant works past the Participant's Normal Retirement Date, the Participant's Accrued Benefit at the Participant's "late retirement date" (i.e., the first day of the month next following the date of the Participant's Severance from Employment or the date benefit payments are required to commence in accordance with Section 5.1) shall be the greater of the Participant's Accrued Benefit based on Base Hourly Pay Rate and Credited Hours through that late retirement date, and the Participant's Accrued Benefit at the Participant's Normal Retirement Date, actuarially increased to that late retirement date. If a Participant terminates employment before the Participant's Normal Retirement Date, the Participant's Accrued Benefit shall be a Single Life Annuity with a present value equal to the Actuarial Equivalent of the value of the Participant's accumulated Account Balance as of the Annuity Starting Date. For all purposes of this Section 1.2 and this Plan, as of any date, the present value of the Participant's Accrued Benefit shall be equal to the Participant's Account Balance as of that date. The amount of any retirement benefit payable under this Plan shall be equal to the Accrued Benefit determined as of the Annuity Starting Date.

1.3 "Actuarial (or "Actuarially") Equivalent" means, for purposes of converting the present value of a Participant's Account Balance into an equivalent life annuity of equal value as of Normal Retirement Date or other Annuity Starting Date, the amount determined based on the Applicable Mortality Table and the Applicable Interest Rate.

1.4 "Actuary" means a person who is enrolled by the Joint Board for the Enrollment of Actuaries established under subtitle C of Title III of ERISA, or a firm of actuaries at least one of whose members is so enrolled.

1.5 "Adjusted Ford Service Date" means the first day after a Severance from Employment that an Employee is again Employed and entitled to be credited with an ERISA Hour of Service.

1.6 "Affiliated Company" means the Company, a member of a controlled group of corporations of which the Company or any other Employer is a member in accordance with Code Section 414(b), an unincorporated trade or business which is under common control with an Employer as determined in accordance with Code Section 414(c), or a member of an affiliated service group with any Employer as defined under Code Section 414(m). A corporation or an unincorporated trade or business shall not be considered an Affiliated Company for any period during which it does not satisfy the definition described in the preceding sentence. For purposes of this definition, a "controlled group of corporations" is a controlled group of corporations as defined in Code Section 1563(a), determined without regard to Code Sections 1563(a)(4) and 1563(e)(3)(C). In determining whether any limitations on benefits under Section 5.2 apply, the percentage in Code Section 1563(a)(1) or in the regulations under Code Section 414(c) shall be deemed to be more than 50% instead of at least 80%.

1.7 "Alternate Payee" means, as defined in Code Section 414(p)(8), any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the benefit payable under this Plan with respect to such Participant.

1.8 "Annuity Starting Date" means, in the case of an annuity, the first day of the first month as of which distribution of a retirement benefit to a Participant is payable under Article 4, or the first date of the first month as of which distribution of a survivor benefit to a spouse is payable under Section 4.7(a). In the case of a lump sum payment, the first day of the month in which, as soon as administratively feasible after all events have occurred that entitles the Participant, spouse, or Beneficiary to the lump sum benefit, the Trustee issues the payment.

1.9 "Applicable Interest Rate" means the "applicable interest rate" defined in Code Section 417(e)(3)(C) as the adjusted first, second, and third segment rates applied under rules similar to the minimum funding rules of Code Section 430(h)(2)(C) for the month of October immediately preceding

~~the first day of the Plan Year during which the Annuity Starting Date occurs, provided, that for purposes of this section, the adjusted first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if —~~

~~(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described above for the average yields for the 24 month period described in such section;~~

~~(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "section 417(e)(3)(A)(ii)(II)" for "section 412(b)(5)(B)(ii) (II);" and~~

~~(c) The applicable percentage under Code Section 430(h)(2)(G) were determined in accordance with the following table:~~

| ~~For Plan Year~~ | ~~Applicable Percentage~~ |
|---|---|
| ~~2008~~ | ~~20%~~ |
| ~~2009~~ | ~~40%~~ |
| ~~2010~~ | ~~60%~~ |
| ~~2011~~ | ~~80%~~ |

1.10 "Applicable Mortality Table" means the "applicable mortality table" defined in Code Section 417(e)(3)(B), such as the 1994 Group Annuity Reserving Table (94GAR) as set forth in Rev. Rul. 2001-62, 2001-2 C.B. 632, and any successor to such table as may be modified or prescribed from time to time by the Secretary of the Treasury.

1.11 "Base Hourly Pay Rate" means an Employee's straight- time hourly rate as defined in Volume I, Article 9, Section 1 of the Collective Bargaining Agreement and as in effect as of the end of any Pay Period.

1.12 "Beneficiary" means the Participant's spouse or other person designated by the Participant to receive benefits under the Plan in the event of the Participant's death.

1.13 "Board" means the Board of Administration provided for in Article 6 of this Plan.

1.14 "Board of Directors" means the Board of Directors of Ford Motor Company.

1.15 "Break in Service" means a Calendar Year during which an Employee has not completed 376 ERISA Hours of Service with the Company. In determining whether an Employee has a Break in Service for any absence from work by reason of pregnancy of the Employee, birth of a child of the Employee, placement of a child with the Employee in connection with the adoption of such child by such Employee, or for purposes of child care immediately following such birth or placement, or for any absence from work for any reason that qualifies an Employee for a leave under the Family and Medical Leave Act of 1993, the Employee shall be credited with ERISA Hours of Service for the hours for which such Employee otherwise would have been scheduled to receive payment for the performance of duties or, if such scheduled hours cannot be determined by the Company, for eight hours for each work day of such absence, but not in excess of a total of 501 ERISA Hours of Service. Such ERISA Hours of Service shall be credited in the year in which the absence commences if necessary to prevent incurring a Break in Service. Otherwise such hours shall be credited in the immediately following year.

1.16 "Calendar Year" means the 12 month period commencing each January 1, which shall also be the Plan Year.

1.17 "Code" means the Internal Revenue Code of 1986, as amended from time to time. References to any section of the

~~Internal Revenue Code shall be to that section as it may be renumbered, amended, supplemented or reenacted.~~

~~1.18 "Collective Bargaining Agreement" means the Ford- UAW Collective Bargaining Agreement, dated November 7, 2007, between the Company and the Union covering the Contract Unit, as such agreement now exists, or as it may hereafter be altered by agreement between the parties or by action of the National Labor Relations Board.~~

~~1.19 "Company" means Ford Motor Company or AAI Employee Services Company, L.L.C.~~

~~1.20 "Compensation" means all regular basic wages or salary or other pay the would be included in Code Section 415(c)(3) compensation as defined in the safe harbor definition under Treasury Reg. ñ1.415(c)-2(d)(3) to include wages within the meaning of Code Section 3401(a) (including any differential wage payments as defined in Code Section 3401(h)(2) that are paid by the Employer during a period of qualified military service as defined in Code Section 414(u), to the extent full Compensation is not included under Section 2.7(c)), plus amounts that would be included in such wages but for an election under Code Section 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) to a salary reduction plan qualified under Code Section 401(k), 408(k), 408(p), or 457, under Code Section 125 to a cafeteria plan, or under Code Section 132(f)(4) to a qualified transportation fringe benefits plan; provided, however, any limitations on pay included in such wages based on the nature or location of the employment or services shall be disregarded for purposes of this definition. Amounts to a cafeteria plan under Code Section 125 include any amounts not available to the Participant in cash in lieu of group health coverage because the Participant is unable to certify that the Participant has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.~~

~~If a Participant is a 5% Owner as defined under Code Section 416(i)(1)(B)(i) or one of the ten highest paid Highly Compensated Employees as defined under Code Section 414(q), the family aggregation rules of Code Section 414(q)(6) shall apply for determining the annual compensation limitation under Code Section 401(a)(17), except in applying such rules, the term "family" shall include only the spouse of the Participant and any lineal~~

descendants of the Participant who have not attained age 19 before the close of the year.

The annual Compensation of each Participant taken into account for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17), to the extent permitted by the Code or the Secretary of the Treasury pursuant to the Code. The cost-of-living adjustment in effect for a Calendar Year applies to annual Compensation for the determination period that begins with or within such Calendar Year. The determination period shall be the Plan Year or such other consecutive 12 month period over which annual Compensation is determined under the Plan.

1.21 "Contract Unit" means the bargaining unit described in the Collective Bargaining Agreement and the Memorandum of Understanding UAW-Ford Entry Level Wage & Benefit Agreement and the UAW-Ford National Agreement, dated November 3, 2007 and effective November 19, 2007, as such Contract Unit now exists, or as it may hereafter be altered by agreement between the parties or by action of the National Labor Relations Board.

1.22 "Covered" means being eligible as described in Article 2 to receive Pay Credits to the Participant's Account Balance as provided in Section 3.1(a).

1.23 "Credited Hours" means all Straight-time Hours of the Employee, up to a maximum of 40 hours per week, or 80 hours every two weeks for Employees on an "alternate work schedule," and not more than 2,080 hours per Calendar Year for any period beginning on or after November 19, 2007. No Credited Hour will be recognized for periods prior to November 19, 2007 for purposes of determining benefits under this Plan. Subject to the limitations stated herein, all Credited Hours received for each Pay Period will be used.

1.24 "Effective Date" of the Plan means January 1, 2010.

1.25 "Employed" means enrolled on the active employment rolls of the Company or any other Affiliated Company (and included in the Contract Unit, unless the context shall indicate otherwise); ''employment'' means the status of being so enrolled and ''terminated'' or "severed" or "severance" (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.)~~

~~1.26 "Employee" means any person who is Employed; provided, however, the term Employee shall exclude a "leased employee." For purposes of this Plan, the term "leased employee" means any person (other than an Employee) 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 Code Section 414(n)(6) on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction or control of the Company. Contributions or benefits provided 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 Code Section 414(n)(5).~~

~~1.27 "Employer" means Ford Motor Company or any other successor employer who assumes the obligations of this Plan. The term "Employer" shall also include any Affiliated Company that adopts the terms of this Plan as a participating Employer.~~

~~1.28 "Entry Level Employee" means any hourly-rated regular full-time Employee who on or after November 19, 2007 and prior to October 24, 2011 was hired, or rehired at, or transferred to any Ford Motor Company facility covered by the Memorandum of Understanding UAW-Ford Entry Level Wage & Benefit Agreement and the UAW-Ford National Agreement, as the same may be amended from time to time, excluding an Employee who is~~

- ~~In a job classification described in Appendix F of the Skilled Trades Book of the Collective Bargaining Agreement, included in the Contract Unit as described therein, and~~
- ~~An active participant in the Ford-UAW Retirement Plan.~~

1.29 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. References to any section of ERISA shall be to that section as it may be renumbered, amended, supplemented or reenacted.

1.30 "ERISA Hour of Service" means each hour for which an employee is directly or indirectly paid, or is entitled to be paid, while Employed for

(a) The performance of duties in any capacity for the Company or any other Affiliated Company, including as a "leased employee" as defined in Code Section 414(n), or

(b) Reasons other than the performance of duties, including but not limited to vacation, holidays, sickness, disability, paid layoff and similar paid periods of nonworking time, such as defined for purposes of determining Breaks in Service under this Plan, or any other hours deemed paid pursuant to the provisions of Section 2.7.

Such ERISA Hours of Service shall be credited to the employee for the period in which such duties were performed or in which occurred the period during which no duties were performed. An ERISA Hour of Service also includes each hour, not credited above, for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. These ERISA Hours of Service shall be credited to the employee for the period to which the award or agreement pertains. The number of ERISA Hours of Service to be credited to an employee for any period shall be governed by Sections 2530.200b-2(b) and 2530.200b-2(c) of Part 2530 of Subchapter C of Chapter XXV of Title 29 of the Code of Federal Regulations (Department of Labor regulations relating to minimum standards for employee pension benefit plans). Hours of Service at overtime, premium pay or shift differential rates shall be considered straight time hours solely for purposes of this definition.

1.31 "ERISA Service Credit" means, subject to the provisions of Sections 2.6 and 2.7, each Calendar Year including and following the date on which an Employee attains age 18 during which the Employee has completed 750 ERISA Hours of Service with the Employer, regardless of whether the Employee is a Participant or Covered under this Plan.

1.32 "5% Owner" means an Employee who owns more than 5% of any Affiliated Company. Determination of a 5% Owner shall be made in accordance with Code Section 416(i)(1)(B)(i).

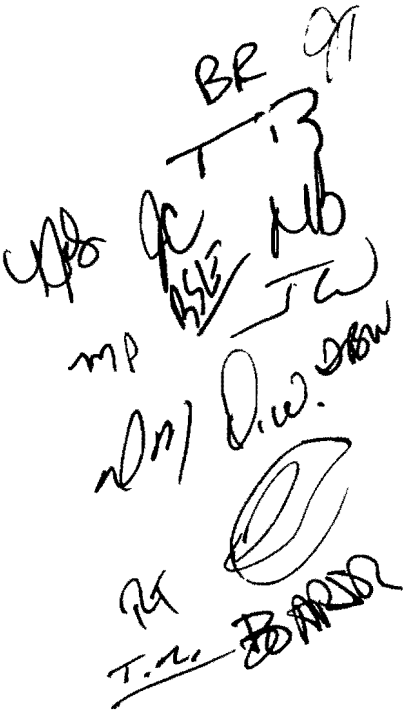
1.33 "Ford Service Date" means the first day an Employee is Employed and entitled to be credited with an ERISA Hour of Service for the performance of duties.

1.34 "Highly Compensated Employee" means with respect to a given Plan Year, an employee or former employee who met any one of the following conditions:

(a) During the Plan Year or preceding Plan Year, was a 5% Owner.

(b) During the preceding Plan Year, received total Compensation from the Affiliated Companies in excess of $80,000 and, if the Employer so elects, was in the top 20% of employees when ranked on the basis of Compensation. The $80,000 threshold is indexed at the same time and in the same manner as the dollar limitation for defined benefit plans pursuant to Code Section 415(d).

(c) A Highly Compensated Former Employee means any Employee who separated from service (or was deemed to have separated) prior to the determination year, performs no service for the Employer during the determination year, and was a Highly Compensated Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday. For purposes of this Section, the determination year means a Plan Year.



1.35 "Interest Crediting Rate" means, for any month during a Plan Year, the first segment rate for the month of October immediately preceding the first day of that Plan Year determined under the rules for determining the segment rates for Applicable Interest Rate. Effective October 24, 2011, the phrase "first segment rate for the month of October" above shall be replaced with the phrase "third segment rate for the month of October" and all Interest Credits added to Account Balances since January 1, 2010 shall be adjusted retroactively to reflect this change.

1.36 "Interest Credits" means the interest additions to the Account Balance as defined in Section 3.1(b).

1.37 "Joint & 50% Survivor Annuity" means a reduced monthly benefit which is Actuarially Equivalent to a Single Life Annuity payable during the Participant's lifetime with 50% of such reduced retirement benefit to be payable as of the first day of the month following the month of the Participant's death to, and for the lifetime of, the Participant's contingent annuitant designated by the Participant at the time of the election of this form of payment. If this form is elected by the Participant with the Participant's spouse as the contingent annuitant, it shall be considered the "qualified optional survivor annuity" as defined in Code Section 417(g) for purposes of Code Section 417(a)(1)(A).

1.38 "Named Fiduciary" means, pursuant to ERISA, the Company, which 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 as described in Article 6, shall have the authority to control and manage the operation and administration of the Plan.

1.39 "Non-Entry Level Employee" means any Employee Employed prior to October 24, 2011, in a job classification described in Appendix F of the Skilled Trades Book of the Collective Bargaining Agreement and who is not an active participant in the Ford-UAW Retirement Plan.

1.40 "Normal Retirement Age" means the date of the Participant's 65th birthday.

1.41 "Normal Retirement Date" means the first day of the month next following a Participant's Normal Retirement Age.

1.42 "Participant" means any Employee who is Covered or otherwise has an undistributed Account Balance under the Plan.

~~1.43 "Pay Credits" means additions related to pay and service credited to the Account Balance as defined in Section 3.1(a).~~

~~1.44 "Pay Period" means the one or two Calendar Year weeks used to measure the hours for which Employees are paid for services rendered.~~

~~1.45 "PBGC" means the Pension Benefit Guaranty Corporation established under the provisions of Title IV of ERISA.~~

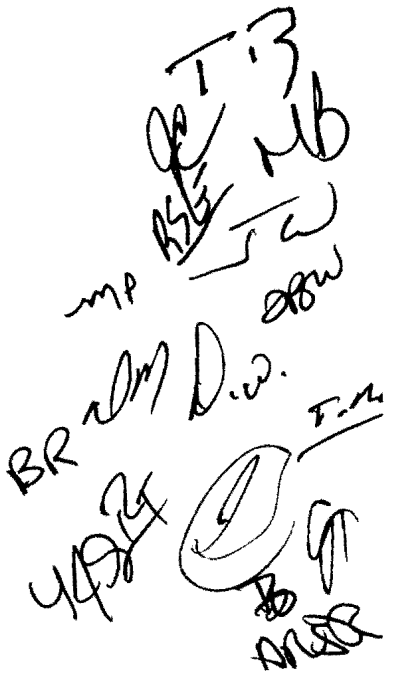
~~1.46 "Pension Fund" means the trust fund established in accordance with Article 7 of the Plan.~~

~~1.47 "Plan" means this Ford Motor Company Personal Retirement Plan.~~

~~1.48 "Plan Administrator" means the Board of Administration ("Board"), as described and authorized in Article 6.~~

~~1.49 "Plan Year" means the 12 month period beginning each January 1 and ending the following December 31.~~

~~1.50 "Qualified Domestic Relations Order" means any "domestic relations order" (as defined in Code Section 414(p)(1)(B)) that has been determined by the Plan Administrator to be qualified in accordance with the definition in Code Section 414(p)(1)(A).~~



1.51 "Qualified Joint & Survivor Annuity" means a reduced monthly benefit payable during the Participant's lifetime with 75% of such reduced retirement benefit to be payable as of the first day of the month following the month of the Participant's death to, and for the lifetime of, the Participant's spouse as of the Participant's Annuity Starting Date. The amount of reduced retirement benefit described above shall be the Actuarial Equivalent of the retirement benefit otherwise payable to the Participant.

1.52 "Severance from Employment" means when a Participant stops being Employed.

1.53 "Single Life Annuity" means a monthly benefit payable during the life of the Participant with no payments after the Participant's death. The amount of the retirement benefit described herein shall be the Actuarial Equivalent of the Account Balance otherwise payable to the Participant.

1.54 "Straight-time Hours," solely for purposes of this Plan, shall include worked hours, vacation hours, jury duty hours, holiday hours and bereavement hours, and hours counted pursuant to Section 2.7, but shall exclude Union business leave hours, short week unscheduled hours, short week scheduled hours, overtime hours, medical hours, layoff hours, leave of absence hours, grievance hours, excused absence hours, credit union leave hours, and Bal Out 3CREW hours, as defined in the Collective Bargaining Agreement.

1.55 "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 in accordance with Article 7.

1.56 "Union" means International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW.

1.57 "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

1.58 "Vested" means having a fully non-forfeitable right to a benefit under this Plan, which shall occur upon the earlier of the Participant's attaining the Participant's Normal Retirement Age or accumulating three or more ERISA Service Credits

## ARTICLE 2

## COVERAGE

2.1 Applicability and Effective Date

The Plan shall be applicable to Entry Level Employees and certain Non-Entry Level Employees, as specified herein, included within the Contract Unit. The effective date of the Plan shall be January 1, 2010.

2.2 Initial Participation and Coverage

An Employee hired or rehired as an Entry Level Employee on or after November 19, 2007 and prior to October 24, 2011 shall be a Participant and shall be Covered automatically on the Participant's Ford Service Date or Adjusted Ford Service Date, as applicable.

An Employee who is rehired as a Non-Entry Level Employee after November 19, 2007 and prior to October 24, 2011, after previously commencing participation in the Plan shall be a Participant and shall be Covered automatically on the Participant's Adjusted Ford Service Date.

2.3 Cessation of Coverage

A Participant shall not be Covered upon and after incurring a Severance of Employment or transferring to a position other than an Entry or Non-Entry Level Employee position until again becoming Covered as provided herein; provided, however, a transferred Participant shall retain all the Participant's rights under this Plan regardless of whether ever transferred back to Covered status and, upon any subsequent Severance from Employment, the Participant's eligibility for a benefit shall be based on the Participant's total ERISA Service Credits with the Employer at the Participant's date of transfer and the Participant's Account Balance at the Participant's date of Severance from Employment.

2.4 Coverage upon Transfer

A Participant who is transferred from being an Entry or Non-Entry Level Employee to another position within the Company shall again become Covered on such Employee's date of transfer to a position as an Entry or Non-Entry Level Employee.

Notwithstanding the foregoing, an Employee who is rehired as an Entry Level Employee and subsequently transfers to a

job classification described in Appendix F of the Skilled Trades Book, included in the Contract Unit, shall nonetheless be deemed a Non-Entry Level Employee and shall remain a Participant in this Plan on and after such date of transfer.

2.5 Cessation of Participation

A Participant who is not Vested and has five or more Breaks in Service shall cease to be a Participant as of the end of the Plan Year in which the fifth Break in Service occurs. A Vested Participant shall cease to be a Participant as of the day all distributions to the Participant, the Participant's spouse and the Participant's Beneficiaries are made or deemed to have been made.

2.6 Participation and Coverage upon Return after a Severance From Employment

(a) Vested Participant

A Vested Participant who incurs a Severance from Employment, but is again Employed as an Entry or Non-Entry Level Employee, shall again become Covered under the Plan as of the date the Employee is credited with an ERISA Hour of Service. As of the date such Employee is credited with an ERISA Hour of Service, the Employee's prior ERISA Service Credits and undistributed Account Balance shall be restored, and new Pay Credits and Interest Credits shall be added to the Account Balance in accordance with Section 3.1(a) from the date the Employee is again participating and Covered in accordance with this Section 2.6(a). Upon a subsequent Severance from Employment, the Participant's benefit payment shall be determined based upon the resulting Account Balance accumulated during such reemployment.

(b) Participant Who is Not Vested

A Participant who is not Vested, who incurs a Severance from Employment, and has less than five Breaks in Service before the date the Employee is again Employed, shall again become Covered under the Plan as of the date the Employee is first credited with an ERISA Hour of Service as an Entry or Non-Entry Level Employee. As of such date, the Participant's prior ERISA Service Credits and undistributed Account Balance under this Plan shall be restored and new Pay Credits shall be added to the Participant's Account Balance from that date in accordance with Section 3.1(a).

2.7 USERRA and HEART Coverage and Participation Provisions

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u) and this Section.

Absence from the active service of the Employer because of engagement in military service will not terminate the service of an Employee and will be treated under the Plan as a leave of absence granted by the Employer if: (1) the Employee is entitled under USERRA to reemployment by the Employer upon discharge from active duty, and (2) the Employee returns to the active service of the Employer as an Entry or Non-Entry Level Employee within the period of time during which the Employee has reemployment rights under USERRA. The following special provisions, which are intended to comply with Code Section 414(u), shall apply to an Employee who returns to being Employed as an Entry or Non-Entry Level Employee in accordance with the reemployment provisions of USERRA following a period of qualifying military service (as determined under USERRA):

(a) Each period of qualifying military service served by an Employee shall be counted, up to a maximum of 40 hours per week, toward determining such Employee's ERISA Hours of Service and Credited Hours for all purposes of the Plan, including determining the amount of a Participant's Pay Credits under Section 3.1(a) and whether the Participant is Vested as defined in Section 1.59.

(b) Solely for purposes of Section 3.1(a), a Participant shall be treated as having received for the Pay Periods of absence the Participant's Base Hourly Pay Rate equal to the straight-time hourly rate the Participant would have received during the period of qualifying military service or, if that rate is not reasonably certain, equal to the Participant's average straight-time hourly rate during the 12 month period immediately preceding such period.

(c) For all other purposes under the Plan, a Participant shall be treated as having received Compensation, as defined in Section 1.20, from the Employer based on the rate of Compensation the Participant would have

~~received during the period of qualifying military service or, if that rate is not reasonably certain, on the basis of the Participant's average rate of Compensation during the 12 month period immediately preceding such period.~~

~~(d) With respect to any Employer contribution made in accordance with the foregoing provisions of this Section 2.7:~~

~~(1) Such contribution shall not be subject to any otherwise applicable limitation under Code Sections 404(a) or 415, and shall not be taken in account in applying such limitations to other Participant or Employer contributions under the Plan or any other plan, with respect to the year in which such contribution is made, and such contribution shall be subject to these limitations only with respect to the year to which such contribution relates and only in accordance with regulations prescribed by the Internal Revenue Service; and~~

~~(2) The Plan shall not be treated as failing to meet the requirements of Code Sections 401(a)(4), 401(a)(26), 410(b), or 416 by reason of such contribution.~~

## ARTICLE 3

## AMOUNT OF RETIREMENT BENEFIT

3.1 Account Balance

Each Participant shall have a hypothetical Account Balance under the Plan. At any given point in time, such Account Balance shall equal the sum of the Pay Credits and Interest Credits as described below. Because this is a defined benefit plan, the Participant shall have no actual individual account, no claim to any particular assets and no share of any actual contributions to the Pension Fund, expenses, gains or losses of the Pension Fund or any forfeitures of the Plan.

(a) Pay Credits

As of the last day of each month in a Calendar Year, the Account Balance of a Participant who is Covered shall be credited with a Pay Credit equal to product of:

(1) Such Participant's Credited Hours for each Pay Period ending with or during that month; multiplied by

(2) 6.4% of such Participant's Base Hourly Pay Rate as of the end of that Pay Period.

A Participant shall not receive a Pay Credit in any month for any Pay Period prior to the date the Participant became Covered in the Plan or in any Pay Period in which or after which the Participant has a Severance from Employment or transfers to a position not Covered by the Plan, unless and until, by rehire or transfer, such Participant is again Employed as an Entry Level Employee or Non-Entry Level Employee thereafter.

All Account Balances shall be credited with Pay Credits through December 31, 2011 in accordance with this Section 3.1(a). Effective January 1, 2012, no further Pay Credits shall be credited to any Account Balances.

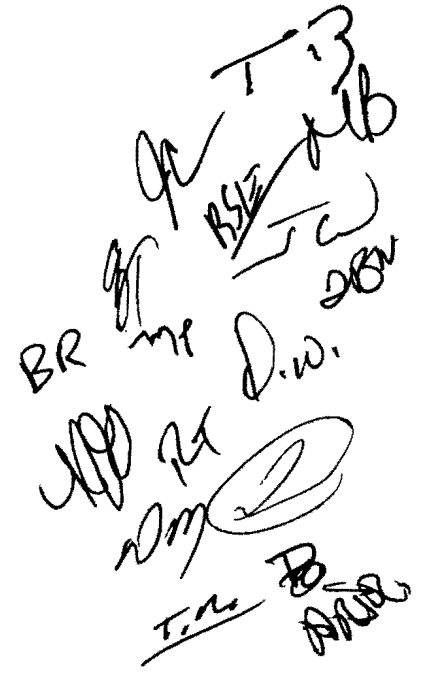
(b) Interest Credits

As of the last day of each month in a Calendar Year, the Account Balance of each Participant, regardless of whether such Participant is Employed as of that date, who has not begun receiving benefit payments under this Plan, shall be credited with an Interest Credit equal to the product of:

~~(1) Such Participant's Account Balance as of the beginning of that month, multiplied by~~

~~(2) The Interest Crediting Rate for that month.~~

~~In the month in which distribution of the Account Balance commences, Interest Credit shall be given on the Account Balance from the beginning of the month to the date distribution commences using simple interest at the Interest Crediting Rate for that month. Interest Credit in any given month shall not apply to the Pay Credit for such month.~~



cba2/00840/2
a
09/12/15

~~3.2 Optional Forms of Benefits~~

~~(a) Normal Form of Benefit~~

~~(1) Participants Who Are Not Married~~
~~The normal form of retirement benefit payment for a Participant who is not married as of such Participant's Annuity Starting Date is a Single Life Annuity.~~

~~(2) Participants Who Are Married~~
~~The normal form of retirement benefit payment for a Participant who is married for one year or more as of such Participant's Annuity Starting Date is the Qualified Joint & Survivor Annuity. The normal form of retirement benefit payment for a Participant who is married for less than one year as of such Participant's Annuity Starting Date is a Single Life Annuity, but such payments shall convert to the Qualified Joint & Survivor Annuity as of the date such Participant has been married for one year, unless the Participant has elected, with spousal consent as provided in Section 3.2(c), to receive the Participant's benefit in an optional form of payment in Section 3.2(b)(2).~~

~~(b) Benefit Options~~

~~(1) Participants Who Are Not Married~~
~~In lieu of the normal form of benefit provided under the Plan, a Participant who is not married as of such Participant's Annuity Starting Date may elect to receive such Participant's benefit in the form of a single lump sum payment equal to such Participant's Account Balance as of such Participant's Annuity Starting Date or a Joint & 50% Survivor Annuity.~~

~~(2) Participants Who Are Married~~
~~In lieu of the normal form of benefit provided under the Plan, a Participant who is married as of such Participant's Annuity Starting Date may elect to receive such Participant's benefit in the form of a Single Life Annuity, a single lump sum payment equal to such Participant's Account Balance as of such Participant's Annuity Starting Date, or a Joint & 50% Survivor Annuity.~~

~~(c) Participant Elections~~

~~A Participant may elect a Section 3.2(b) option for payment of benefits, revoke an option, or change any previous election or revocation at any time during a period of up to 180 days ending, subject to Section 3.2(d) below, on the Participant's Annuity Starting Date. Such action shall be taken by filing with the Plan Administrator an election form signed by the Participant. Such election form shall be prescribed and provided by the Plan Administrator. If the Participant is married and wants to waive the Qualified Joint & Survivor Annuity to elect a Single Life Annuity, a Joint & 50% Survivor Annuity or single lump sum payment, or if the married Participant wants to designate someone other than the Participant's spouse as the Beneficiary, the election form must specifically designate the optional form of benefit being elected and/or any alternate Beneficiary and must be signed by the Participant's spouse in order to evidence the spouse's consent to each such election of any such other form of payment and any such alternate Beneficiary designation, and acknowledgment of its effect. A representative of the Plan or a notary public must witness the spouse's signature. Notwithstanding this consent requirement, a waiver will be deemed valid if the Participant establishes to the satisfaction of a Plan representative that such written consent cannot be obtained because there is no spouse, the spouse cannot be located, or the Participant is legally separated or abandoned (within the meaning of local law) and the Participant has a court order to that effect. Any consent necessary under this provision will be valid only with respect to the spouse who signs the consent, or in the event of a deemed valid election, the designated spouse. If the spouse is legally incompetent to give consent, the spouse's legal guardian may give consent. Once granted, the spouse's consent may not thereafter be revoked; however, a revocation of a prior election or designation may be made by a Participant without the consent of the spouse at any time prior to the Participant's Annuity Starting Date. The number of revocations shall not be limited. Only the Employee needs consent to the commencement of a distribution in the form of a Qualified Joint & Survivor Annuity, or the Actuarial Equivalent Joint & 50% Survivor Annuity, while the Accrued Benefit is immediately distributable. Neither the consent of the Employee nor**

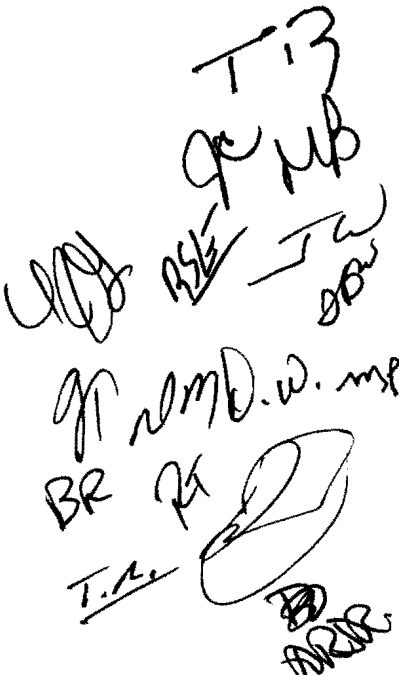
~~the Employee's spouse shall be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or 415. An Accrued Benefit is immediately distributable if any part of the Accrued Benefit could be distributed to the Employee (or surviving spouse) before the Employee attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62.~~

~~(d) Notices~~

~~Within the period beginning no earlier than 180 days before the Participant's Annuity Starting Date and no later than 30 days before the Participant's Annuity Starting Date, the Plan Administrator shall provide the Participant with a written notice explaining the terms and conditions of each option, and in particular, of: (i) the Qualified Joint & Survivor Annuity for married Participants; (ii) the Participant's right to make, and the effect of, a waiver of the automatic option; (iii) the right of the Participant's spouse to consent or not to consent to such a waiver; (iv) the right to make, and the effect of, a revocation of a previous waiver or election; (v) the relative values of the various optional forms as provided in Treasury Regulation ñ1.417(a)(3)-1; and (vi) the right of a Participant to defer receipt of distribution, including the consequences of failing to defer, with the provision that if a Participant fails to elect or to consent to a distribution before attaining Normal Retirement Age, other than a distribution under Section 3.2(f), such failure shall be deemed an election to defer the commencement of any benefit.~~

~~Notwithstanding the foregoing, the written explanation of the Qualified Joint & Survivor Annuity may be provided less than 30 days prior to the Annuity Starting Date, as long as the period during which the Participant (with written spousal consent) may elect to waive the Qualified Joint & Survivor Annuity, continues for 30 days after the explanation is provided. The Participant (and if applicable, the Participant's spouse) may elect to waive the 30 day minimum waiting period between the time the written notice explaining the terms and conditions of the Qualified Joint & Survivor Annuity is provided and the Annuity Starting Date. Such waiver is allowed only if the distribution commences more than seven days after~~

~~the written notice is provided. If no waiver is made, the usual waiting period as described in the preceding paragraph shall apply.~~



(e) Beneficiary Designation

A Participant shall designate before the Participant's Annuity Starting Date, on forms provided by the Plan Administrator, a Beneficiary for purposes of any survivor benefits under an optional form of payment and such designation may not be changed by the Participant after benefit payments begin. Upon a Participant's death after the Participant's Annuity Starting Date, the payment of any survivor annuitant sums due under the Plan shall be made in accordance with the payment form elected by the Participant under this Section 3.2. If such Participant's surviving spouse, or non-spouse Beneficiary, as applicable, has not survived the Participant, no further benefits shall be paid on behalf of the Participant under this Plan. The Plan Administrator's decision shall be final and binding on all persons in interest hereunder, and payment of the deceased Participant's death benefit in the manner so provided shall constitute a full discharge of the liability of the Pension Fund to the extent of such payment.

If a Participant dies before the Participant's Annuity Starting Date, the provisions of Section 4.7 shall apply.

(f) Small Amounts.

If a Participant retires, terminates employment or dies, the Participant, spouse or Beneficiary shall receive a single lump sum cash distribution of the Participant's Account Balance in lieu of any other benefits payable under the Plan and without the need for any consent from the Participant, spouse or other Beneficiary if the following conditions are met: (a) the present value of the Participant's Vested Account does not or has never exceeded $1,000; and (b) benefit payments have not yet commenced.

If a Participant retires, incurs a Severance from Employment or dies, the Participant's Account Balance shall be immediately distributable and will be rolled over to an individual retirement account selected by the Plan Administrator, on behalf of and in the name of the Participant, if the following conditions are met: (a) the present value of the Participant's Vested Account is $3,500 or less, but greater than $1,000; and (b) after receiving all required notices, no distribution election is made.

If a Participant retires, incurs a Severance from Employment or dies when the present value of the Participant's Vested Account is zero, the Participant shall be deemed to have received a total distribution of the Participant's Vested Accrued Benefit.

(g) Rollover of an Eligible Distribution

(1) Definitions

For purposes of this Section 3.2(g), the following terms shall have the meaning indicated below:

(A) "Distributee" shall mean a Participant, such Participant's surviving spouse or former spouse who is an Alternate Payee under a Qualified Domestic Relations Order, and a Participant's designated Beneficiary who is not the Participant's spouse, including a trust that qualifies as a designated beneficiary under Code Section 401(a)(9)(E).

(B) "Eligible Rollover Distribution" shall mean a distribution of all or any portion of the balance to the credit of the Distributee except that an Eligible Rollover Distribution does not include any of the following:

(i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancy) of the Distributee and the Distributee's Beneficiary, or for a specified period of ten years or more, or

(ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9),

(iii) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), or

~~(iv) Any hardship distribution (if such hardship distribution should ever be permitted under the Plan).~~

~~A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee distributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or (b), or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) 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 of such distribution which is not so includible.~~

~~An Eligible Rollover Distribution to a non-spouse Beneficiary must be made by a direct trustee-to-trustee transfer and 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.~~

~~(C) "Eligible Retirement Plan" shall mean:~~

~~(i) An individual retirement account describedin Code Section 408(a), or~~

~~(ii) An individual retirement annuity described in Code Section 408(b) (other than an endowment contract), or~~

~~(iii) A Roth IRA described in Code Section 408A, or~~

~~(iv) An annuity plan described in Code Section 403(a), or~~

~~(v) A qualified trust described in Code Section 401(a) that accepts the Distributee's Eligible Rollover Distribution,~~

(vi) An annuity contract described in Code Section 403(b), or

(vii) An eligible plan under Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) 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 former spouse who is the Alternate Payee, in the same manner as if the surviving spouse or former spouse were the Participant.

For purposes of a distribution on behalf of a Beneficiary who is not a spouse or former spouse of the Participant, "Eligible Retirement Plan" shall mean an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) which established for the purpose of receiving a distribution on behalf of the Beneficiary and that that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11).

(D) "Direct Rollover" shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(2) Rollover Provisions

A Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as a Direct Rollover. Notwithstanding the preceding sentence or the definitions below, a Direct Rollover will not be permitted if the total distribution is less than $200 or if the Distributee elects a Direct Rollover of a portion of the Participant's distribution and the portion is less than $500. In addition, a Distributee is not allowed to divide an Eligible Rollover

~~Distribution into two or more separate distributions that are paid to two or more Eligible Retirement Plans. A Direct Rollover may be accomplished by any reasonable means including, but not limited to, wire transfer or mailing of a check to the Eligible Retirement Plan or providing a check to the Distributee and instructing the Distributee to deliver the check to the Eligible Retirement Plan.~~

## ARTICLE 4

## BENEFIT PAYMENTS

### 4.1 Eligibility for Benefits

(a) Non-Vested Severance before Normal Retirement Age

A Participant who is not Vested and incurs a Severance from Employment before Normal Retirement Age for any reason shall not be eligible to receive a benefit under this Plan unless and until such Participant becomes Vested.

(b) Vested Severance before Normal Retirement Age If a Vested Participant incurs a Severance from Employment before Normal Retirement Age for any reason and has a Break in Service, the Participant shall be eligible to receive the Participant's Accrued Benefit as of the Participant's Annuity Starting Date, which is the first day of the month following the date on which the Participant incurs a Severance from Employment or such later Annuity Starting Date elected by the Participant pursuant to Section 3.2.

(c) Severance on or after Normal Retirement Age

If a Participant incurs a Severance from Employment on or after the Participant's Normal Retirement Age for any reason, the Participant shall be eligible to receive the Participant's Accrued Benefit as of the Participant's Annuity Starting Date, which is the first day of the month following the date on which the Participant incurs such Severance from Employment or such later Annuity Starting Date as elected by the Participant, subject to Section 5.1, pursuant to Section 3.2.

(d) Reemployment after Severance

Except as provided in Section 5.1, if a Participant is again Employed after a Severance from Employment, payment of any monthly Plan benefit that may have commenced shall stop during such reemployment and the Participant's undistributed Account Balance shall be reinstated. If the Participant's prior Account Balance was fully distributed before such reemployment, a new Account shall be established. The Accrued Benefit of such Participant upon subsequent Severance from Employment shall be based on the undistributed (or new) Account Balance, as applicable, as of the date

~~the Participant is again Employed, increased by new Pay Credits and Interest Credits from that date in accordance with Section 3.1(a) and (b), respectively, and paid in accordance with a new election in accordance with Section 3.2.~~

~~(e) Continued Employment after Normal Retirement Age~~

~~Except as provided in Section 5.1, if a Participant continues to be Employed after the Participant's Normal Retirement Age, no benefits shall be payable under the Plan until the Participant has a Severance from Employment. The Accrued Benefit of such Participant upon Severance from Employment shall be based on the Account Balance as of that date.~~

4.2 Commencement and Duration of Payments

(a) Benefits shall continue to be payable monthly, beginning as of the Participant's Annuity Starting Date, but in no event will a benefit be payable after the date of the Participant's death unless a survivor benefit under an optional form of payment is effective in accordance with the provisions of Section 3.2. The final benefit payment to any Participant, spouse, or Beneficiary under any of the lifetime annuity provisions of the Plan shall be that payment made with respect to the first day of the month in which the death of the recipient occurs.

(b) Subject to the requirements of Section 5.1, the payment of benefits under this Plan shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occur: (i) the Participant attains age 65, (ii) the tenth anniversary of the date the Participant began participation in the Plan, or (iii) the Participant's Severance from Employment. Notwithstanding the preceding sentence, if the amount of the benefit cannot be ascertained at such date, payment shall commence no later than the 60th day after the earliest date the amount of the benefit can be ascertained under the Plan.

(c) Notwithstanding the preceding paragraphs, no benefits shall be payable from the Plan prior to the first day of the month following the date the Plan Administrator receives proper application for such benefits.

(d) Notwithstanding any other provision of this Article 4, in determining any retirement benefits payable out of the Pension Fund, no benefit shall be payable for any month for which a retired Participant is receiving weekly accident or sickness benefits under any plan to which the Company shall have contributed; for any month for which a retired Participant 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 a retired Participant 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

~~**4.3 Benefits Payable to Incompetents**~~

~~If, based on the determination of a court of competent jurisdiction, the Board shall find that any person to whom a benefit is payable from the Pension Fund is unable to care for such person's own affairs because of illness, accident, or other infirmity or personal circumstances, or is a minor, any payment due (including benefits that would be suspended in accordance with Section 4.1(e) or 4.6) may be paid to the spouse, a child, a parent, or a brother or sister, or 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 payment on behalf of such person, unless prohibited by ERISA or the Code (unless a prior claim for such benefit shall have been made by a duly appointed guardian, committee or other legal representative). Any such payment shall be a complete discharge of any liability of the Plan for such benefit.~~

**4.4 Nonalienation of Benefits**

Except as hereinafter provided, no benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind, except to the extent permitted by Code Section 401(a)(13) or ERISA Section 206(d). Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Pension Fund shall in any manner be liable for or subject to the debts or liability of any person to whom any benefit is or shall be payable. If such person shall attempt to, or shall, alienate, sell, transfer, assign, pledge, or otherwise encumber such person's benefits under the Plan or any part thereof, or if by reason of such person's bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by such person, then the Board in its discretion may hold any such benefit and apply it to or for the benefit of such person, such person's spouse, children, or other dependents, in such manner as the Board may deem proper in accordance with the terms of this Plan, and such application shall fully discharge the obligation of the Pension Fund with respect to any benefit so applied; provided, however, that:

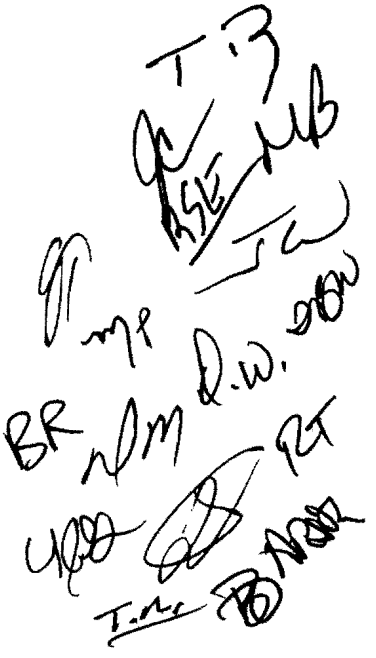
(a) Any person to whom a benefit is or shall be payable under the Plan shall have (1) Federal income tax withheld by the Trustee where required by Federal statutes or regulations, unless elected otherwise in accordance with such statutes or regulations by submitting to the Board written authorization and direction acceptable to the Board, and (2) state income tax withheld by the Trustee where (A) required by state statutes or regulations, unless elected otherwise in accordance with such statutes or regulations, or (B) if the state permits voluntary withholding and such person requests voluntary withholding by submitting to the Board written authorization and direction acceptable to the Board;

(b) Any retired Participant to whom a benefit is or shall be payable under the Plan may elect to have any outstanding overpayments received under any Company benefit plan or program paid by the Trustee from amounts otherwise payable under this Plan, upon authorization by the Plan Administrator, to such respective plan or program in monthly amounts of

~~not less than $40.00, or such lower outstanding amount of overpayments, nor more than 10% of the monthly retirement benefit;~~

~~(c) Notwithstanding any other provisions of the Plan, the Trustee, upon authorization by the Plan Administrator while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, and during the life of any Collective Bargaining Agreement applicable to Employees covered by the Plan, shall deduct Union dues from any monthly retirement benefit otherwise payable to any retired Participant who shall have duly authorized such deduction on a form acceptable to the Company, and shall, upon authorization by the Plan Administrator, deduct the sum of $2.00 as an associate dues donation from any monthly retirement benefit otherwise payable to any surviving spouse who shall have duly authorized such deduction on a form acceptable to the Company to the extent permitted by applicable federal and state laws and regulations; and to remit such dues to the Union; and~~

~~(d) Payment shall be made to an Alternate Payee in accordance with provisions of a Qualified Domestic Relations Order within the meaning of Code Section 414(p), pursuant to the provisions of Section 4.5.~~



RW
MD
BJB

## 4.5 Qualified Domestic Relations Order

Notwithstanding any other provisions of the Plan, the amount of any monthly pension benefit otherwise payable under this Article 4 shall be reduced by the value of any past and future benefits paid or payable to any Alternate Payee(s) under a Qualified Domestic Relations Order within the meaning of Code Section 414(p). The Actuarial Equivalent shall be used to determine the amount to be paid to such Alternate Payee(s), if applicable, and the remaining benefit entitlement payable under this Article 4.

For a Participant whose benefits become subject to a Qualified Domestic Relations Order requiring payment to an Alternate Payee prior to the Participant's retirement, the amount of life income benefit payable to such Alternate Payee shall be based on the Participant's monthly Accrued Benefit payable at the Participant's age 65 adjusted to the Participant's attained age as of when payments commence in accordance with the following table:

| Participant Age When Payments Commence | Percentage |
|---|---|
| 41 | 14.5% |
| 42 | 15.5 |
| 43 | 16.7 |
| 44 | 17.9 |
| 45 | 19.3 |
| 46 | 20.8 |
| 47 | 22.4 |
| 48 | 24.2 |
| 49 | 26.1 |
| 50 | 28.2 |
| 51 | 30.5 |
| 52 | 33.1 |
| 53 | 35.9 |
| 54 | 39.0 |
| 55 | 42.5 |
| 56 | 46.4 |
| 57 | 50.6 |
| 58 | 55.4 |
| 59 | 60.7 |
| 60 | 66.7 |
| 61 | 73.3 |
| 62 | 80.0 |
| 63 | 86.7 |
| 64 | 93.3 |
| 65 | 100.0 |

~~For each additional full month of attained age when benefits commence, the applicable percentage shall be determined by straight-line interpolation from the percentage applicable to the next lower age to the percentage applicable to the next higher age in the above table, rounded to the nearest 1/10%.~~

cba2/00851/2
a
09/12/15

~~4.6 Waiver/Suspension of Benefit Payments~~

~~Notwithstanding anything to the contrary in the Plan, a Participant or surviving spouse entitled to receive a monthly benefit payable out of the Pension Fund may, for personal reasons and without disclosure thereof, request the Board in writing to suspend for any period the payment of all or of any part of such monthly benefit otherwise payable to such Participant or surviving spouse hereunder. On receipt of such written request, the Board shall authorize such suspension, and such suspension shall remain in effect until revoked by such Participant or surviving spouse by written notice to the Board. Upon any such revocation, future benefit payments to such person shall resume. Any suspension required hereunder by a Participant of benefits payable to such Participant under the Plan shall not affect adversely any benefits payable under any survivorship election the Participant has made or is deemed to have made under the Plan.~~

~~4.7 Death Before Benefit Commencement~~

~~(a) In General~~

~~If a Vested Participant dies before the Participant's Annuity Starting Date, the Participant's surviving spouse may elect to receive payment of the Participant's Account Balance as of the applicable Annuity Starting Date of the spouse in the form of a Single Life Annuity for the life of the surviving spouse or in the form of a single lump sum payment. If the spouse elects the Single Life Annuity, the monthly benefit shall begin on an Annuity Starting Date selected by the surviving spouse (but not later than the Participant's Normal Retirement Age or, if later, the first day of the month following the Participant's death) and continuing for the life of the spouse. The monthly benefit amount of such Single Life Annuity shall always be at least equal to the minimum survivor benefit required for this Plan under Code Sections 401(a)(11) and 417 (i.e., the monthly survivor benefit that would have been paid to the spouse if the Participant had commenced benefits in the form of a Qualified Joint & Survivor Annuity on the day before the selected Annuity Starting Date, and then died on the Annuity Starting Date).~~

~~If a Participant dies before the Participant's Annuity Starting Date and there is no surviving spouse, a lump sum death benefit shall be paid on the Participant's behalf to the Participant's designated Beneficiary. Absent such designation, payment shall be made to the Participant's estate.~~

~~(b) Death During Qualified Military Service.~~

~~If a Covered Participant left employment to perform qualified military service, and dies during such service, the Participant, for purposes of the calculation of survivor benefits, will be treated as though the Participant had resumed employment as of the day before death and then had terminated employment on the date of death.~~

~~**4.8 Death after Benefit Commencement**~~

~~If a Participant dies after the Participant's Annuity Starting Date (including a Participant over age 70" who has commenced to receive benefit payments), no additional benefits are payable under the Plan unless a surviving spouse or Beneficiary is entitled to a survivor benefit under the provisions of Section 3.2.~~

## ARTICLE 5

## BENEFIT RESTRICTIONS

### 5.1 Payment of Benefits After 701/2

(a) Notwithstanding any other provisions of this Plan to the contrary, in the case of a Participant who is otherwise eligible for benefit payments under the Plan, payments shall commence not later than as follows:

(1) For a Participant who is not a 5% Owner at any time during the Plan Year ending with or within the Calendar Year in which the Participant attains age 661/2 or any subsequent Plan Year, the Participant's required Annuity Starting Date is the first day of April immediately following the Calendar Year in which the later of Severance from Employment or attainment of age 701/2 occurs. At the time of such Participant's required Annuity Starting Date under the Plan, the Participant's Accrued Benefit at age 701/2 under the Plan will be actuarially increased, in accordance with Code Section 401(a)(9)(c) and regulations thereunder, to take into account the period after age 701/2 in which such Participant was not receiving benefits under the Plan.

(2) For a Participant who is a 5% Owner at any time during the Plan Year ending with or within the Calendar Year in which the Participant attains age 661/2 or any subsequent Plan Year, the required Annuity Starting Date is the first day of April immediately following the later of: (1) the Calendar Year in which the Participant attains age 701/2, or (2) the earlier of the Calendar Year with or within which ends the Plan Year in which the Participant becomes a 5% Owner or the Calendar Year in which the Participant retires.

(b) Distribution pursuant to this Section 5.1 shall be made in accordance with such further regulations prescribed by the Secretary of Treasury, pursuant to Code Section 401(a)(9), Treasury Regulation ñ1.401(a)(9), A-3, and Final Regulations issued June 15, 2004 under Code Section 401(a)(9) (or other Code Section or Treasury Regulation governing required payments from a defined benefit pension plan before an

~~employee's retirement) and subject to such regulations as the Board of Administration may prescribe.~~

BJ3 cba/200855/2
a
09/12/15

~~5.2 Maximum Permissible Benefits Payable from Plan~~

~~Notwithstanding anything contained in this Plan to the contrary, the benefits payable under the Plan to any participant will not exceed the amount permitted under Code Section 415. The limitations of Code Section 415, as from time to time amended and adjusted, are hereby incorporated by reference. In applying such limitations, the following provisions shall apply:~~

~~(a) Without limiting the foregoing, annual adjustments to the limitations of Code Section 415 that are made pursuant to Code Section 415(d) shall be taken into account in applying this Section 5.2, and shall be applicable to the Limitation Year containing the January 1 for which such annual adjustment is made. Any such adjustment applicable to a Limitation Year (a) after the Limitation Year in which a Participant retired or terminated employment shall not be taken into account with respect to such retired or terminated Participant for purposes of this Plan.~~

~~(b) The term "Employer" shall mean solely for the limitations set forth in this Section 5.2, the employer that adopts this Plan, as well as all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified by Code Section 415(h)), except in the case of a brother-sister group of trades or businesses under common control, or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).~~

~~(c) For purposes of this Section 5.2 only, if the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a "Predecessor Employer" with respect to the Participant in the Plan. A former entity that antedates the Employer is also a "Predecessor Employer" with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.~~

~~(d) Where the Participant's Employer-provided benefits (determined as of the same age) under all plans~~

~~required to be aggregated with this Plan for the purposes of Code Section 415 would exceed the limitations of Code Section 415, then benefits will be reduced plan by plan, until the limitations of Code Section 415 are met. The Participant's benefits shall be reduced under this Plan first to meet this limitation.~~

~~(e) Notwithstanding the foregoing, nothing in this Section 5.2 shall reduce benefits accrued or payable under the Plan as of December 31, 2007, pursuant to Plan provisions that were adopted and in effect before April 5, 2007, if such Plan provisions met the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of December 31, 2007.~~

~~(f) In addition, in applying such limitations the following provisions, shall also apply:~~

~~(1) The transition rule of Section 101(d)(3) of the Pension Funding Equity Act (PFEA), as described in IRS Notice 2004-78, will apply.~~

~~(2) The "Limitation Year" shall be the Plan Year.~~

~~(3) In determining the limitations of Code Section 415, Compensation for a Limitation Year shall be determined in accordance with Treasury Regulation ñ1.415(c)-2(b) and (c).~~

~~(4) In determining the limitations of Code Section 415, Compensation for a Limitation Year shall include Compensation paid after the Limitation Year to the extent permitted under Treasury Regulation ñ1.415(c)-2(e)(2).~~

~~(5) The rule set forth in the preceding sentence, under which Compensation paid after the Limitation Year is included to the extent permitted under Treasury Regulation ñ1.415(c)-2(e)(2), shall apply for all Limitation Years since the adoption of the Plan.~~

~~(6) In determining the limitations of Code Section 415, Compensation for a Limitation Year shall include Compensation paid after a Participant's severance from employment to the extent~~

permitted under Treasury Regulation ñ1.415(c)-2(e)(3).

(7) In determining the limitations of Code Section 415, Compensation for a Limitation Year shall include Compensation paid to a Participant who does not currently perform services for the Employer by reason of qualified military service, to the extent permitted under Treasury Regulation £1.415(c)-2(e)(4).

(8) In determining the limitations of Code Section 415, Compensation for a Limitation Year shall include Compensation paid to a Participant who is permanently and totally disabled (within the meaning of Code Section 22(e)(3)), to the extent permitted under Treasury Regulation ñ1.415(c)-2(e)(4).

**5.3 Funding Based Limitations**

The Plan shall at all times comply with IRC Section 436, and regulations and other guidance thereunder.

~~ARTICLE 6~~

~~BOARD OF ADMINISTRATION~~

~~For purposes of the authority and operations of the Board of Administration in connection with the administration of this Plan, Article VII of the Retirement Plan established by Agreement between Ford Motor Company and International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW applies in its entirety with the exception of references and provisions for any claims for disability benefits, early retirement benefit or, interim supplements, as well as any other provisions clearly not applicable hereof due to the January 1, 2010 restatement date of this Plan.~~

~~ARTICLE 7~~

~~PENSION FUND~~

~~The Company shall establish a fund, herein referred to as the Pension Fund, to be held and invested by a qualified bank or banks, trust company or companies or any combination thereof as trustee or trustees, herein referred to as the Trustee, into which the Company's contributions to finance the Plan shall be made. No Employee shall make or be required to make any contribution to the Pension Fund. The Pension Fund shall be used to pay benefits as provided in the Plan pursuant to authorization by the Board; and such benefits shall be payable only from the Pension Fund. Expenses of the Plan also shall be payable from the Pension Fund.~~

~~The Company shall have the sole right to select and contract with the Trustee, to remove such Trustee, to select its successor, and to determine the form and terms of the trust agreement to be entered into with the Trustee, including, without limitation, the right to provide for investments to be made pursuant to the advice or direction of an investment advisor or investment advisors, or the Company.~~

cba2/00871
a
09/12/15

## ARTICLE 8

## MODIFICATION OR DISCONTINUANCE

### 8.1 Amendment and Termination of Plan

So long as the Ford — UAW Collective Bargaining Agreement shall remain in effect, the Plan shall not be amended, modified, suspended, or discontinued, except to such extent as may be proper or permissible under such Agreement.

Upon the termination of such Agreement, the Company shall have the right to continue the Plan in effect and to amend, modify, suspend, or discontinue the Plan, except as may be otherwise provided by any subsequent agreement between the Company and the Union.

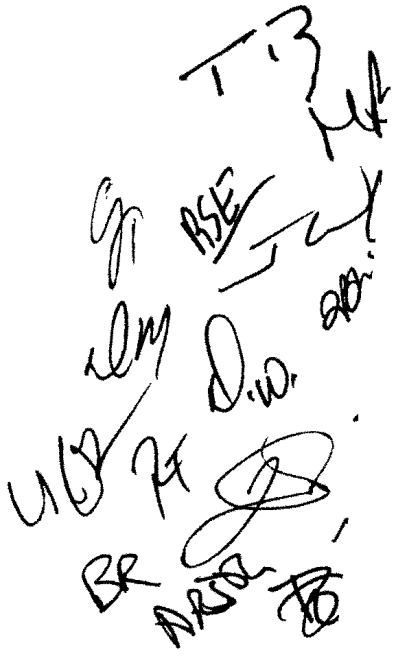
Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a Plan and trust meeting the requirements of Code Sections 401(a), 501(a), and 404, or any other applicable sections of the Federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

No amendment to the Plan (including a change in the actuarial basis for determining optional retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. For purposes of this paragraph, a Plan amendment that has the effect of eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. Notwithstanding the preceding sentences, a Participant's accrued benefit or optional form of benefit may be reduced to the extent permitted under Code Section 412(d)(2) or to the extent permitted under Treasury Regulation ññ 1.411(d)-3 and 1.411(d)-4.

~~8.2 Effects of Discontinuance~~

~~Upon any termination or partial termination of the Plan within the meaning of Code Section 411(d)(3)(A), the right of any affected Participant, within the meaning of such Code Section 411(d)(3), to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall be nonforfeitable. For purposes of this Section, the determination as to whether there is a termination or partial termination of the Plan and the date thereof and as to the Participants affected thereby shall be made by the Company; provided, however, that such determination shall be in accordance with the applicable provisions of the Code. In determining the applicability of such Code provisions, the Company may rely on an opinion of counsel.~~

~~Effective as of December 31, 2011, all Account Balances shall be fully vested.~~



8.3 Disposition of Pension Fund

(a) In the event of discontinuance of the Plan, the assets then remaining in the Pension Fund, after providing the expenses of the Plan, shall be allocated to the extent that the assets shall be sufficient, for the purpose of paying benefits in the following order of precedence:

(1) First, in the case of benefits payable in the form of an annuity:

(A) In the case of the benefit of a Participant or Beneficiary which was in pay status as of the beginning of the three year period ending on the termination date of the Plan, to each such benefit, based on the provisions of the Plan (as in effect during the five year period ending on such date) under which such benefit would be the least;

(B) In the case of a Participant's or Beneficiary's benefit (other than a benefit described in Section 8.3(a)(1)(A)) which would have been in pay status as of the beginning of such three year period if the Participant had retired prior to the beginning of the three year period and if the Participant's benefits had commenced (in the normal form of annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the five year period ending on such date) under which such benefit would be the least.

For purposes of Section 8.3(a)(1)(A), the lowest benefit in pay status during a three year period shall be considered the benefit in pay status for such period.

(2) Second, to all other benefits (if any) of individuals under the Plan which are guaranteed under the plan termination insurance provisions of ERISA, determined without regard to ERISA Section 4022B(a).

~~(3) Third, to all other nonforfeitable benefits under the Plan.~~

~~(4) Fourth, to all other benefits under the Plan.~~

~~(b) (1) The amount allocated under any of the preceding Subsections of Section 8.3(a) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior Subsection of Section 8.3(a).~~

~~(2) If the assets available for allocation under Sections 8.3(a)(1) and (a)(2) are insufficient to satisfy in full the benefits of all individuals which are described in such Subsections, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of the individuals' respective benefits described in such Subsection.~~

~~(3) If the assets available for allocation under Section 8.3(a)(3) are not sufficient to satisfy in full the benefits of individuals described therein:~~

~~(A) Except as provided in Section 8.3(b)(3)(B), the assets shall be allocated to the benefits of individuals described in Section 8.3(a)(3) on the basis of the benefits of individuals which would have been described in Section 8.3(a)(3) as in effect at the beginning of the five year period ending on the date of the Plan's termination.~~

~~(B) If the assets available for allocation under Section 8.3(b)(3)(A) are sufficient to satisfy in full the benefits described therein (without regard to this Section 8.3(b)(3)(B)), then for purposes of Section 8.3(b)(3)(A), benefits of individuals described therein shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in Section 8.3(b)(3)(A) and any assets remaining to be allocated under such Section shall be allocated under Section 8.3(b)(3)(A) on the~~

~~basis of the Plan as amended by the next succeeding Plan amendment effective during such period.~~

~~(C) If the Secretary of the Treasury determines that the allocation made pursuant to this Section 8.3 results in discrimination prohibited by Code Section 401(a)(4), then, if required to prevent the disqualification of the Plan (or any trust under the Plan) under Code Section 401(a), 403(a), or 405(a), the assets allocated shall be reallocated to the extent necessary to avoid such discrimination.~~

~~(D) Anything in the Plan which might be construed to the contrary notwithstanding, however, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participant under the Plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants. After satisfaction of all liabilities to Participants and beneficiaries under the Plan, any residual assets of the Pension Fund will be distributed to the Company if the distribution does not contravene any applicable provision of the law.~~

~~(E) Upon termination of the Plan, benefits of any missing Participants shall be treated in accordance with ERISA Section 4050.~~

~~**8.4 Mergers, Consolidations or Transfer of Assets or Liabilities**~~

~~In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant, former Participant or surviving spouse eligible under the Plan shall, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer, which is equal to the benefit each Participant, former Participant or surviving spouse would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated.~~

~~Effective as of December 31, 2011, or as soon thereafter as is reasonably practicable, all assets and liabilities associated with accrued benefits of Entry Level Employees will be transferred in accordance with this Section and applicable regulations to a new cash balance plan to be established by the Company by such date.~~

## ARTICLE 9

## 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 in Article 6, 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 Group Vice President and General Counsel, Group Vice President-Human Resources and Corporate Services, and Executive Vice President and Chief Financial Officer are designated to approve Plan amendments on behalf of the Company to the extent deemed necessary or appropriate under ERISA or the Internal Revenue Code.

The Vice President-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 Group Vice President-Human Resources and Corporate Services and the Executive Vice President and Chief Financial Officer are designated to carry out the Company's responsibilities with respect to the Plan. The Group Vice President-Human Resources and Corporate Services and the Executive Vice President and Chief Financial Officer 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 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.~~

cba2/00878/2
a
09/12/15

## ~~ARTICLE 10 GOVERNING LAW~~

~~This Plan and all rights thereunder shall be governed by applicable Federal laws and, where Federal law does not otherwise preempt, the Plan, and all rights thereunder, shall be governed, construed, and administered in accordance with the laws of the State of Michigan.~~

cba2/00880
a
09/12/15

## APPENDIX A

## AUTOALLIANCE INTERNATIONAL, INC.
## RETIREMENT PLAN FOR EMPLOYEES
## REPRESENTED BY THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW

Except as specifically provided in this Appendix A, Article 2 of the Plan, or in any subsequent amendment to the Plan to the contrary, the following provisions of the Plan, as amended now or in the future, shall not have any application to any AAI-UAW Retirement Plan participant who was hired prior to November 19, 2007 and who continued in uninterrupted service with the Employer thereafter: Article 1, Article 2 (other than Section 2.7), Section 3.1, Section 3.2 (other than Section 3.2(g)), Section 4.1, Section 4.2, and Section 5.1. All other provisions of the Plan, as amended now or in the future, shall apply to all participants covered by the AAI-UAW Retirement Plan benefit structure contained in this Appendix A, except where the context clearly indicates otherwise.

**Participation**

Prior to March 24, 1997, eligible employees in the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (the "AAI-UAW Retirement Plan") were hourly employees of AutoAlliance International, Inc. Participation occurred on the first day of the plan year during which the employee completed 1,000 hours of service during the earlier of the calendar year or the 12 month period beginning on date of hire.

Effective March 24, 1997, AAI Employee Services Company, L.L.C. became the sponsor of the AAI-UAW Retirement Plan.

Except as otherwise provided herein, participation and accruals in the AAI-UAW Retirement Plan ceased effective March 24, 1997. Notwithstanding the foregoing, accruals for participants on long term disability did not cease effective March 24, 1997.

Employees on long term disability continue to accrue service and have compensation recognized under the terms of the AAI-UAW Retirement Plan (based on service schedule and compensation at the time disability commenced) until the earlier of death, retirement or the date the participant is no longer disabled.

There are no active participants in the AAI-UAW Retirement Plan. On March 24, 1997, active employees covered by the AAI- UAW Retirement Plan became covered by the Ford - UAW Retirement Plan. Terminated vested employees subsequently rehired by the Company became covered by the applicable Company sponsored hourly plan based on the date of rehire.

**Definitions**

**Vesting service**

A participant received one year of vesting service for each calendar year during which the participant completed at least 1,000 hours of service.

**Credited service**

A participant received one year of credited service for each calendar year during which the participant completed at least 1,000 hours of service. Credited service was frozen effective March 24, 1997 except for those participants on disability on such date. Service earned while covered by another Company sponsored plan will be recognized by the AAI-UAW Retirement Plan to determine retirement eligibility and the proration of supplemental and certain lump sum payments.

**Compensation**

Base salary plus bonuses, excluding fees, commissions, overtime pay and shift differential.

Social Security Wage Base

The maximum annual amount of wages subject to FICA taxes. For years with partial compensation, the wage base is determined by multiplying it by a fraction of full calendar months worked divided by 12.

**Normal Retirement Date**

The first of month coinciding with or next following attainment of age 65.

**Accrued Benefit:**

A single life annuity payable at the participant's normal retirement age, or current age, if greater, that is the actuarial equivalent value of the cash balance account at normal retirement age, or current age, if greater.

Actuarial equivalence is determined by projecting the cash balance account at an interest rate of 4%, and dividing the projected balance by an annuity factor based on the UP84 mortality and an interest factor of 8%.

The accrued benefit is subject to a monthly minimum equal to the benefit rate shown below, based on the date of retirement, times credited service earned under the AAI-UAW Retirement Plan as of March 24, 1997:

Retirement Date

| Class | 10/1/07 through 9/30/2008 | 10/1/08 through 9/30/2009 | 10/1/09 through 9/30/2010 | On or after 10/1/2010 |
|---|---|---|---|---|
| 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 |

Benefit rate increases during the term of the Collective Bargaining Agreement apply to all normal and early retirements during the term of the agreement.

Pursuant to the Letter of Understanding dated November 3, 2007 under the 2007 Collective Bargaining Agreement, participants who retired after the 2003 agreement and before the 2007 agreement who did not elect lump sums will have the life income benefits adjusted to the rates shown in the first column above. Participants who retired prior to the 2003 agreement who did not elect lump sums will receive an increase in the benefit of $2 per month for each year of credited service.

**Cash Balance Account:**

A participant's cash balance account consists of cash balance credits and interest credits.

Cash Balance Credit: Prior to March 24, 1997, credits were made to each participant's cash balance account at the end of each calendar year equal to the present value of the annual benefit based on:

- 0.9375% of compensation for the year, plus

- 0.9375% of pensionable earnings above one-half of the year's Social Security wage base.

The present value is equal to the annuity value at age 65, of this formula, using the UP84 mortality table and an interest rate of 8% discounted back to the applicable year end at an interest rate of 4%.

**Interest Credits:** Interest on account balances is credited at the end of each calendar year and is determined by multiplying the participant's account balance by the greater of 4% and the average yield on 30 year Treasury constant maturities for the plan year. The interest credit rate for the portion of the cash balance account attributable to the additional percentage of earnings in excess of one-half of the Social Security wage base is 4%.

cba2/00883/2
a
09/12/15

**Eligibility for Benefits**

**Normal retirement**

**Retirement on normal retirement date.**

**Early retirement**

- Retirement prior to October 1, 2007: Before normal retirement and on or after attainment of age 55 and completion of five years of Vesting Service.

- Retirement after October 1, 2007: Before normal retirement and:

  - On or after attainment of age 55 and completion of five years of ERISA (vesting) service, or

  - Total credited service under the AAI-UAW Retirement Plan and any other Company sponsored plan of 30 years or more.

**Vested termination**

All participants actively employed on March 24, 1997 were deemed fully vested on that date. Prior to that date, a participant was fully vested after five years of vesting service, or, if while active, attained age 65 or died.

**Disability**

Only active participants were eligible to receive disability benefits if deemed totally and permanently disabled by the Company prior to normal retirement. No disability benefit payments will commence after March 24, 1997.

**Pre-retirement death benefit**

Upon death after eligibility for early or normal retirement and prior to benefit commencement, a benefit is payable to a participant's spouse, dependant children or designated beneficiary.

Upon death prior to eligibility for early or normal retirement and benefit commencement, but after eligibility for a deferred vested benefit, a benefit is payable to a participant's spouse or dependant children.

**Benefits Paid Upon the Following Events**

**Normal retirement**

**Monthly accrued benefit at normal retirement.**

The Company will determine the amount of any additional lump sum paid, the period for which it will be paid and the date by which a participant must have retired to be eligible for such lump sum. The amount paid will be prorated and paid proportionately by the respective plans under which service was earned. In no event will the payment of the lump sum be considered part of the participant's accrued benefit.

**Early retirement**

Monthly accrued benefit determined as of the date of retirement, reduced 5% per year for each year that payments precede age 62, through age 55. The Ford-UAW Retirement Plan reduction factors are applied to ages prior to age 55.

A temporary early retirement supplement is effective for participants prior to age 62 and receiving early retirement benefits. For payments made on or after October 1, 2002 for retirement on or after October 1, 1999, the temporary supplemental allowance is $645.

Except as noted below, payment is made beginning on the date the participant's early retirement benefit commences and ends on the earlier of the participant's age 62 and one month or death.

Payments were extended to the date the participant is eligible to receive 80% of the primary insurance amount under the Social Security Act for participants who:

- Were born on or after January 1, 1944 and before September 14, 1949, inclusive,
- Are in receipt of a temporary early retirement supplement, and
- Attain age 62 on or after September 14, 2007 and prior to September 14, 2011.

If the participant has earned service with any Company sponsored plan after March 24, 1997, the supplement paid is prorated:

- If the total AAI-UAW Retirement Plan and Company plan service is less than 30 years, the supplement is calculated based on combined AAI-UAW Retirement Plan and Company plan service and then multiplied by the

ratio of AAI-UAW Retirement Plan service up to 12/31/1997 to the total service earned under the AAI-UAW Retirement Plan and the Company plan.

- If the total AAI-UAW Retirement Plan and Company plan service is equal to or greater than 30 years, the supplement is calculated based on combined services and multiplied by the ratio of 30 minus the Company plan service divided by 30.

If the Company plan service is greater than 30, no supplement is paid from the AAI-UAW Retirement Plan.

**Vested termination**

Monthly accrued benefit determined as of the date of termination, reduced 5% per year that payments precede normal retirement.

**Preretirement death**

Upon the death of a married participant, the spouse receives a survivor annuity based on the accrued benefit at death, reduced by the extended early retirement factors and age differential factors set forth below. The spouse may elect a lump sum in lieu of the annuity.

**Extended Early Retirement Factor**

| Age | Percent | Age | Percent | Age | Percent |
|---|---|---|---|---|---|
| 65 | 100 | 50 | 31 | 35 | 8 |
| 64 | 95 | 49 | 28 | 34 | 8 |
| 63 | 90 | 48 | 26 | 33 | 7 |
| 62 | 85 | 47 | 23 | 32 | 6 |
| 61 | 80 | 46 | 21 | 31 | 6 |
| 60 | 75 | 45 | 19 | 30 | 5 |
| 59 | 70 | 44 | 18 | 29 | 5 |
| 58 | 65 | 43 | 16 | 28 | 5 |
| 57 | 60 | 42 | 15 | 27 | 4 |
| 56 | 55 | 41 | 14 | 26 | 4 |
| 55 | 50 | 40 | 13 | 25 | 4 |
| 54 | 45 | 39 | 12 | 24 | 3 |
| 53 | 41 | 38 | 11 | 23 | 3 |
| 52 | 37 | 37 | 10 | 22 | 3 |
| 51 | 34 | 36 | 9 | 21* | 3 |

**Age Differential Factor**

| Spouse's Age | Percent |
|---|---|
| Spouse less than 6 full years younger than Member | 100 |
| 6 - 10 full years younger | 92 |
| 11 - 15 full years younger | 88 |
| 16 - 20 full years younger | 85 |
| 21 - 25 full years younger | 82 |
| 26 - 30 full years younger | 81 |
| 31 or more full years younger | 80 |

The above percentages will be prorated accordingly based upon actual age at retirement.

Upon the death of an unmarried participant with dependent children, a lump sum benefit, determined as the actuarial equivalent of the annuity based on the accrued benefit at death,

~~reduced by the extended early retirement factors described above, is paid to the dependant children.~~

~~Upon the death of an unmarried participant with no dependent children, if death occurs after retirement eligibility, a lump sum benefit, determined as the actuarial equivalent of the annuity described for a married participant, is paid to the designated beneficiary. If death occurs prior to retirement eligibility, no death benefit is paid.~~

~~**Other Plan Provisions**~~

~~**Forms of payment**~~

~~The normal forms of payment are:~~

- ~~For a single participant, a life annuity.~~
- ~~For a married participant, a 65% joint and survivor annuity, reduced by 5%, with additional adjustments of 0.5% per year if the spouse's age difference is greater than +/- five years.~~

~~The optional forms of payment are:~~

- ~~A single life annuity,~~
- ~~A 100% joint and survivor annuity to the spouse, converted using the following factors:~~

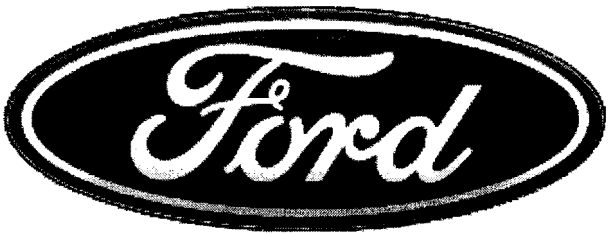
~~Step 1:~~

| ~~**Participant's Attained Age When Benefits Begin**~~ | ~~**Percent Reduction in Benefit Payable to the Participant**~~ |
|---|---|
| ~~Under 56~~ | ~~-8.5%~~ |
| ~~At least 56 but less than 61~~ | ~~-9.5%~~ |
| ~~At least 61 but less than 65~~ | ~~-10.5%~~ |
| ~~65 and over~~ | ~~-11.5%~~ |

~~Step 2:~~

~~There is a further percent reduction (increase) for each year that the spouses age is more than five years younger (older) than the Participant.~~

- ~~A 50%, 75% or 100% joint and survivor annuity to a designated beneficiary, converted actuarially from a single life annuity based on UP84 and 8% interest rate.~~




# 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.

---

* The provisions of Section 27 of Article IX of the Collective Bargaining Agreement are reprinted here for convenience.

(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 Group Vice President and General Counsel, Group Vice President-Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer 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 Group Vice President-Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer are designated to carry out the Company's responsibilities with respect to the Program. The Group Vice President Human Resources and Corporate Services and Executive Vice President and Chief Financial Officer 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 ~~October 24, 2011~~XX/XX/XXXX.

(2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective ~~October 24, 2011~~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 ~~October 24, 2011~~XX/XX/XXXX (herein called the ~~2011~~2015 Collective Bargaining Agreement).

**Section 1. Coverages**

For Temporary Part-Time or ~~Long~~Short-Term Supplemental Employees, see Appendix K. ~~(and Letter of Understanding dated November 3, 2007, Subject:~~ The benefits and provisions of the Program are not applicable for Long-Term Supplemental Employees.~~)~~

~~Individuals~~ In-Progression employees hired on or after November 19, 2007 ~~designated~~ as "Entry Level" employees, as defined in the 2007 UAW-Ford Collective Bargaining ~~National~~ Agreement, will be eligible for benefits as set forth in the provisions of the Appendix V, Memorandum of Understanding, UAW-Ford ~~Entry Level~~ In-Progression Wage & Benefit Agreement For Employees Hired On Or After November 19, 2007, provided in the ~~2011~~2015 Collective Bargaining ~~UAW National~~ Agreement.

Skilled Trades employees hired after October 24, 2011, and former Entry Level employees who transitioned to regular employment during 2015 shall be eligible for benefits as set forth in this section, except as specified in Letter of Understanding dated XX/XX/XXXX, 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 reputable insurance company of the Company's choice) or, if a benefit is provided under an administrative services only arrangement, the administrator 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 insurer or 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

(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.

(ii) Disability coverage for employees last at work on or after ~~October 24, 2011~~XX/XX/XXXX through September 14, ~~2015~~XXXX.

| Base Hourly Rate1 | Weekly Accident and Sickness Benefits2 | Monthly Extended Disability Benefits2 Schedule I3 | Schedule II3 |
|---|---|---|---|
| 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 |

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.

cba2/00708
a
9/29/2015

(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. If $10,000 or more and the beneficiary so elects, an interest bearing draft account~~, a money market account~~ shall be established for the beneficiary under the provisions of UNICARE'S Access Advantage ~~"Control Plus" Guaranteed Access Account~~ 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 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.

(e) Subrogation

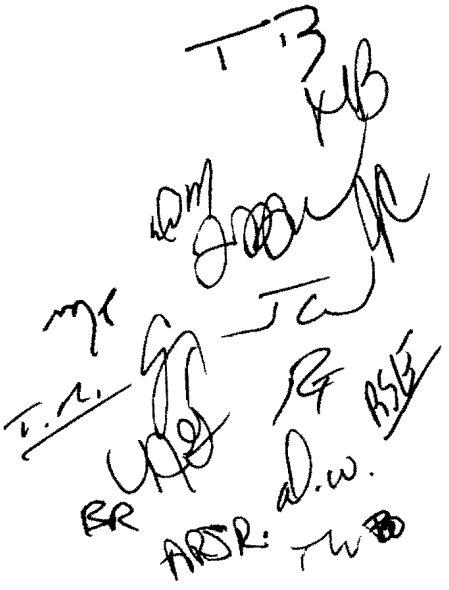
If an employee's death or disability for which any Accident and Sickness (A&S) and/or Extended Disability Benefits (EDB) are paid under the Plan is the result of circumstances or an event which creates a legal liability in another person or entity and the employee (or his/her dependents or personal representative) 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.

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 up to the statutory limit ($~~9466~~10,240.00 in ~~2011~~2015, 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:

- 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 ~~fifty~~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 $500,000. 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 50% 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.

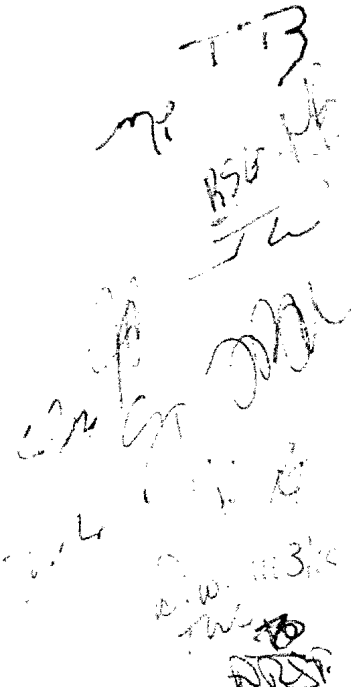
The accelerated benefits option would apply to all employees and retirees with Company paid coverage. The option will not apply to the following:

- Individuals who are cash paying for life insurance coverage while a grievance is pending or while on layoff or leave of absence.

- 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

Any reference in this Section to Same-Sex Domestic Partner, including the definition of spouse, shall be governed by the letter of understanding, dated XX/XX/XXXX, titled "Transition of Same-Sex Domestic Partner 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 she was married to the employee for at least a year immediately prior to his death.

(2) A "Class B Survivor" means an employee's widower, whether or not remarried, but only if he was married to the employee for at least a year immediately prior to 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.

(iv) The unmarried child of an employee's Qualified Same-Sex Domestic Partner (Partner) if they are that Partner's natural or legally adopted child, a child under age 18 placed with the Qualified Same- Sex Domestic Partner for legal adoption, or a child for whom the Qualified Same-Sex Domestic Partner has been appointed legal guardian. The child/children must live with the employee and be claimed as an exemption by the

employee under sections 151 and 152 of the Internal Revenue Code for income tax purposes.

For purposes of (1) and (2) above, a Qualified Same-Sex Domestic Partner of an employee qualifies as a survivor of that class whether or not such person has married or entered into a new SSDP relationship, but only if he or she was identified by the Company as a Qualified Same-Sex Domestic Partner of the deceased employee from an Affidavit for Same-Sex Domestic Partnership Benefits filed by the employee with the Company for at least one year prior to the employee's death.

(4) A "Class D Survivor" means the employee's parent for whom he had, during the calendar year immediately preceding his 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:

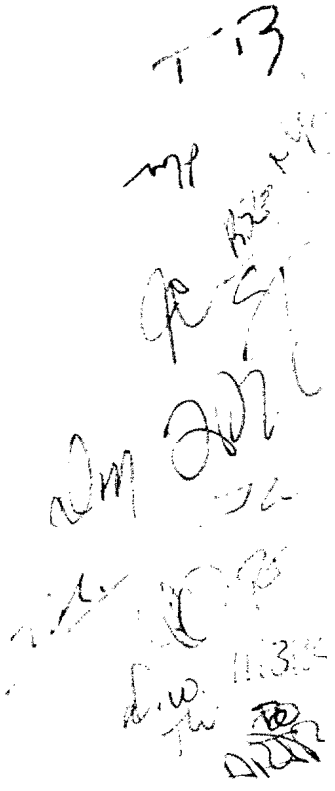
(i) The employee's Class A or Class B Survivor who is living on the first day of a month shall be entitled to the benefit payable for such month;

(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.



(b) **Bridge Survivor Income Benefit**

A Class A or Class B Survivor to whom 24 monthly Transition Survivor Income Benefits have been paid shall be paid an additional monthly Survivor Income Benefit ("Bridge Survivor Income Benefit") for each month thereafter (except as provided in (e), below) while such survivor lives and continues to qualify as a survivor until the earlier of (i) her or his remarriage, or (ii) her or his attainment of age 62 (age 62 and one month, if she or he attains age 62 and (1) will not receive any Widow's or Widower's Insurance Benefits under the Federal Social Security Act during such additional month, (2) will not be eligible for a Survivor Benefit under the Retirement Plan and (3) will be eligible to receive and applies for a reduced Old-Age Benefit under the Federal Social Security Act that will initially be paid during the 2nd month following the 62nd birthday) or such lower age at which full Widow's or Widower's Insurance Benefits become payable under the Federal Social Security Act as it may be amended, provided, however, that no additional monthly survivor benefit shall be payable to a Class A or Class B Survivor for any month for which she or he is eligible because of the care of a child to receive under such Act Mother's Insurance Benefits or a comparable benefit for a father, whether or not called a Father's Insurance Benefit.

The amount of the monthly Bridge Survivor Income Benefit is $700 for a survivor of an employee at work on or after ~~October 24, 2011~~XX-XX-XXXX.

The amount of the monthly Bridge Survivor Income Benefit for a survivor of an employee who last worked prior to ~~October 24, 2011~~XX-XX-XXXX remains unchanged.

(c) **Assignment and Attachment**

An employee may not assign his Survivor Income Benefits and his survivors may not assign any monthly Survivor Income Benefit that becomes payable.

To the extent permitted by applicable law, monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any survivor.

(d) **Proof of Death and Entitlement**

Survivor Income Benefits become payable only if due proof of the employee's death is submitted to the Insurer. Payment of each monthly Survivor Income Benefit is subject to the condition that the person claiming the benefit submit to the Insurer due proof of entitlement to such benefit.

(e) **Waiver**

An eligible Class A or Class B Survivor of an employee may execute a waiver with respect to any right to receive Survivor Income Benefits for any period by completing a waiver form furnished by the Insurer for that purpose, regardless of the date the deceased employee last worked, such waiver being effective the first of the second month following the month in which such waiver is received by the Insurer. No Survivor Income Benefits shall be payable for any period covered by such waiver; provided, however, any month in which a Survivor Income Benefit is not paid because of such waiver shall be counted as if it is a month for which a benefit is paid under (a) above for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. An eligible Class A or Class B Survivor may revoke such a waiver by completing the appropriate form furnished by the Insurer, such revocation being effective with respect to Survivor Income Benefits payable on and after the first of the second month following the month in which such revocation is received by the Insurer.

(f) **Same-Sex Domestic Partner (SSDP)**

To qualify as a Same-Sex Domestic Partner of an employee, an individual must meet all of the following conditions:

The employee and partner must:

(i) Be of the same sex;

(ii) Share a continuous committed relationship with each other for no less than six months, intend to do so indefinitely, and have no relationship with any other person.

(iii) Be jointly responsible for each other's welfare and financial obligations;

(iv) Reside in the same household;

(v) Not be related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence;

(vi) Must reside in a state where marriage between persons of the same-sex is not recognized as a valid marriage, or, if residing in a state that recognizes same-sex unions, enter into such union as recognized by the state;

(vii) Both partners be over age 18, of legal age, and legally competent to enter into a contract in the state residence;

(viii) Neither partner be married to a third party; and

(ix) Provide the Company with an affidavit for Qualified Same-Sex Domestic Partnership benefits, such affidavit form to be available from the Company upon request.

Benefit coverage for an individual as a Qualified Same-Sex Domestic Partner of an employee ends when the individual ceases to meet all of the above eligibility criteria.

Prior to payment of any benefits under the Plan to a Qualified Same-Sex Domestic Partner (SSDP), evidence will be required that the domestic partner relationship has been continuous in existence from the date on which the employee submitted an Affidavit for Domestic Partnership Benefits to the date of the event for which benefits are claimed.

Coverage of Qualified Same-Sex Domestic Partners is limited to active employees covered by this Agreement. Current retirees may not cover an SSDP. Active employees who retire while providing coverage for an SSDP may continue to cover that person, and the person's eligible children, during retirement. Additional persons may not be added to those covered under the SSDP provisions after an employee's retirement or death.

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 ~~alcohol or drug abuse~~ substance use disorder in an inpatient residential, day treatment or outpatient substance use disorder ~~abuse~~ 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, ~~the therapist~~ a provider who is licensed and accredited to treat substance use disorders, who is supervising the employee's therapy. ~~For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.~~ An employee under treatment for mental health issues may submit disability certification from a licensed and accredited mental health care provider ~~legally licensed Clinical Psychologist (PhD)~~ during the first ~~30~~90 days of disability. After the first ~~30~~90 days of disability, ~~a PhD disability certification will no longer be sufficient for these purposes; instead~~ a legally licensed doctor of medicine or osteopathy who is a specialist in Psychiatry must submit subsequent disability certification for any disability extending beyond ~~30~~90 days (~~14~~30 days for any recurrent claims).

The employee must be compliant with the prescribed treatment plan.

Upon implementation of the Medical Substantiation process described in the Letter of Understanding dated October 24, 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.

(b) **Commencement of Benefits**

If an employee is eligible for benefits as the result of an accident, benefits start on the first day of disability. If an employee is eligible for benefits as the result of a sickness or pregnancy, benefits start on the eighth day of disability, but if the sickness or pregnancy confines the employee in a hospital before the eighth day of disability, benefits start on the employee's first day in the hospital. Benefits start on the first day for treatment of an employee for alcohol or substance abuse in a free-standing residential alcohol or substance abuse facility approved for benefits under the H-S-M-D Program, or such other free-standing residential facilities as the Company and the Union shall mutually approve. If an employee undergoes an outpatient surgical procedure for which a payment of at least $25 is payable under the H-S-M Program, benefits start the day following the day of surgery. An employee is confined in a hospital only if confinement is for at least 18 consecutive hours whether for observation care, emergency room, inpatient or otherwise, or if the hospital makes a room and board charge. For this Subsection (b), a day of disability includes such a day that an employee works less than four hours.

cba2/00729
a
11/03/15

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 ~~October 24, 2011~~XX-XX-XXX who:

- Becomes wholly and continuously disabled while on a qualifying layoff as defined in the ~~2011~~2015 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.

BJS
34

**Section 13. Extended Disability Benefits**

(a) Eligibility for Benefits

An employee who is insured for Accident and Sickness Benefits and who, at the date of expiration of the maximum number of weeks for which the employee is entitled to receive Accident and Sickness Benefits and during a continuous period of disability thereafter, is totally disabled receives monthly Extended Disability Benefits for the period described in (c) below. Upon the request from the Insurer, an employee or retiree receiving Extended Disability Benefits will be required to provide to the Insurer an affidavit certifying that the employee/retiree has no other employment (except for purposes of rehabilitation as defined in 13(d) or employment necessary to avoid a reduction or termination of Workers' Compensation benefits under applicable state law), and/or a signed authorization to secure social security or income tax records in order to determine employment status and verify eligibility for continued receipt of Extended Disability Benefits. Failure to supply the Insurer with an affidavit or authorization, within 30 days of a request, will result in a suspension of the employee's/retiree's benefit payments under the Disability Plan until such authorization is provided.

To be deemed totally disabled, the employee must not be engaged in regular occupation or employment for remuneration or profit (except for purposes of rehabilitation as defined in 13(d) or employment necessary to avoid a reduction or termination of Workers' Compensation benefits under applicable state law) and be prevented by bodily injury or disease from engaging in any regular occupation or employment with the Company at the plant or plants where the employee has seniority.

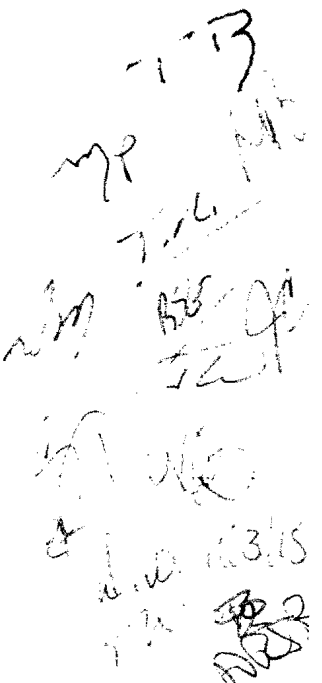
(c) **Commencement and Duration of Benefits**

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Accident and Sickness Benefits, including weeks in which such Accident and Sickness Benefits were partially or wholly offset because of receipt of Workers' Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be: (i) in the case of an employee who has ten or more years of seniority as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Accident and Sickness Benefits occurs and terminating with the end of the month in which the employee attains age 65; and (ii) in the case of an employee who has less than ten years of seniority as of the day on which disability commenced, the number of months by which the employee's full months of seniority at commencement of disability exceeds the maximum number of weeks for which he/she is entitled to receive Accident and Sickness Benefits. In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which he/she attains age 65, or the date he/she no longer satisfies the disability requirement. Notwithstanding the foregoing, if the employee becomes disabled at or after age 60 and subsequently becomes eligible for Extended Disability Benefits, the employee will be eligible for a maximum of five years of such benefits.

If an employee's return to work with the Company is not effective to qualify him for a new period of Accident and Sickness Benefits (i.e., an ineffective return to work) or if he engages in some gainful occupation or employment other than one for which he is reasonably qualified by education, training or experience, his satisfying of the disability requirement shall not be deemed to end, but his Extended

Disability Benefit shall be suspended for the period of the ineffective return to work or the period he engages in such occupation or employment. Nothing in this paragraph shall affect the eligibility for Extended Disability Benefits if the employee is required to engage in some gainful occupation or employment to avoid a reduction or termination of Workers' Compensation benefits under applicable state law.



## EXHIBIT I

## DEPENDENT GROUP LIFE 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 XX/XX/XXXX, titled "Transition of Same-Sex Domestic Partner Benefits."

### I. Eligibility Date

An employee shall become eligible for Dependent Group Life Insurance on the first 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 and has at least one eligible dependent as defined in Section III, below. If the employee is not then insured for such Life Insurance or does not have such a dependent, he shall become eligible for Dependent 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 amounts of Dependent Group Life Insurance under a Schedule shall be hereinafter referred to as the employee's eligibility date for purposes of the insurance under such Schedule.

III. **Definition of Dependent**

"Dependent" means (a) the employee's spouse, (b) the employee's Qualified Same-Sex Domestic Partner (SSDP) as defined under Section 9(f), and (c) any unmarried child over 14 days of age (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 as provided in Section 9(a)(3)(iv) 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~~25~~, 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 Dependent Group Life 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.

## 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~~2012~~)

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 | $0.051 | $0.074 |
| 30-34 | .068 | .095 |
| 35-39 | .077 | .119 |
| 40-44 | .085 | .166 |
| 45-49 | .128 | .238 |
| 50-54 | .196 | .363 |
| 55-59 | .366 | .575 |
| 60-64 | .561 | .830 |
| 65-69 | 1.080 | 1.384 |
| 70-74 | 1.751 | 2.185* |
| 75-79 | 2.531 | 3.165** |
| 80-84 | 3.480 | 4.345** |
| 85-89 | 4.580 | 5.724** |
| 90-94 | 5.907 | 7.376** |
| 95 and over | 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.

cba2/00772/1
a
09/11/15

~~The monthly contribution is based on the employee/retiree's age as of December 31 of the current calendar year.~~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 II

## SAFETY BELT USER BENEFIT PROGRAM

Any reference in this Exhibit to Same-Sex Domestic Partner, including the definition of spouse, shall be governed by the letter of understanding, dated XX/XX/XXXX, titled "Transition of Same-Sex Domestic Partner Benefits."

I. **Effective Date**

The Safety Belt User Benefit coverage becomes effective January 1, 1985.

II. **Eligibility Requirement**

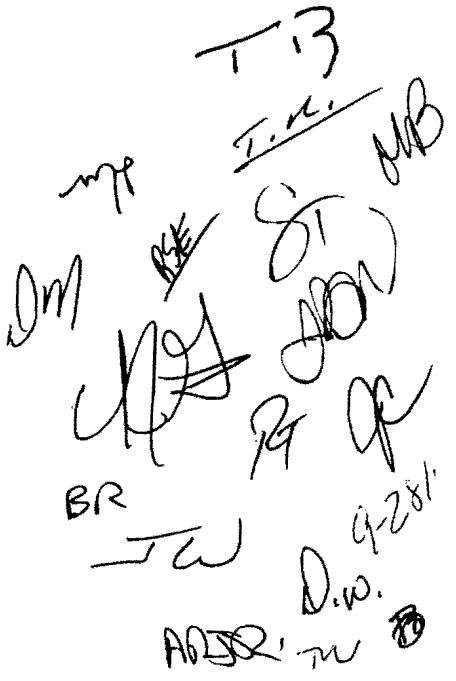
Covered Participants are persons who have Company-paid Hospital-Surgical-Medical coverage as described in the H-S-M-D-D-V Program. This includes employees, ~~retirees~~, surviving spouses, Qualified Same-Sex Domestic Partners as defined in Section 9(f) and their eligible dependents.

cba2/00777
b
10/16/15

IV. **Notice and Proof of Claim**

Within thirty days of the date of death of a Covered Participant, a claim for benefits hereunder must be submitted to the Insurer together with: (1) written notice of injury and proof of death, and (2) verifiable evidence sufficient to demonstrate to the satisfaction of the Insurer that the Covered Participant was properly wearing a qualified passenger restraint as provided herein at the time of the automobile accident resulting in death of the Covered Participant. Failure to furnish such notice and/or proof within 30 days shall not invalidate or reduce any claim if it was not reasonably possible to give notice or proof within such time, provided such notice or proof is furnished as soon as reasonably possible and in any event within ~~one~~ two years.

The Insurer will make available proper claim forms, as well as information describing the type of evidence required.



V. **Beneficiary**

After receipt of proper notice and proof of claim as provided above, the Safety Belt User Benefit shall be paid by the Insurer in equal shares to the members of the highest priority beneficiary class identified as containing one or more members who survived the Covered Participant. Once a beneficiary class is identified by the Insurer to be the highest that exists, the benefit shall not be paid to any other class.

**Beneficiary Class**

Class 1. Employee ~~or Retiree~~.

Class 2. Spouse or Qualified Same-Sex Domestic Partner (as defined in Section 9(f)), or Surviving Spouse or Surviving Qualified Same-Sex Domestic Partner of an Employee ~~or Retiree~~.

Class 3. Children of Employee ~~or Retiree~~, including eligible children of a Qualified Same-Sex Domestic Partner (as defined in Section 9(f)).

Class 4. Parents of Employee ~~or Retiree~~.

Class 5. Surviving Siblings of Employee

Class 6. The estate of the deceased Covered Participant.

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 | 400,000 |
| Schedule 17 | 500,000 |
| Schedule 18 | 600,000 |

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**

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 ~~1-1-12~~ 1-1-16 |
|---|---|
| Less Than 30 | $~~.032~~.028 |
| 30-34 | ~~.049~~.043 |
| 35-39 | ~~.065~~.057 |
| 40-44 | ~~.085~~.075 |
| 45-49 | ~~.128~~.113 |
| 50-54 | ~~.196~~.172 |
| 55-59 | ~~.366~~.322 |
| 60-64 | ~~.561~~.494 |
| 65-69 | ~~1.080~~.950 |
| 70-74 | ~~1.751~~1.541 |
| 75-79 | ~~2.767~~2.435 |
| 80-84 | ~~3.968~~3.492 |
| 85-89 | ~~5.714~~5.028 |
| 90-94 | ~~8.027~~7.064 |
| 95 & over | ~~13.606~~11.973 |

**Retiree Contribution Rates**

| Retiree's Age* | Monthly Contribution for Each $1,000 of Insurance Effective ~~1-1-12~~ 1-1-16 |
|---|---|
| Less Than 30 | $.060 |
| 30-34 | .080 |
| 35-39 | .090 |
| 40-44 | .108 |
| 45-49 | .194 |
| 50-54 | .370 |
| 55-59 | .540 |
| 60-64 | .918 |
| 65-69 | 1.760 |
| 70-74 | 3.420 |
| 75-79 | 5.214 |
| 80-84 | 7.481 |
| 85-89 | 10.776 |
| 90-94 | 15.134 |
| 95 & over | 25.651 |

* 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.

V. **Payment of Benefits**

A. If an employee dies from any cause while the employee is insured for Optional Group Life Insurance, the amount of such insurance in force shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made 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 the employee 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.

In the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the Optional Group Life Insurance will be paid to the employee's wife or husband, or Qualified Same-Sex Domestic Partner (SSDP), as provided 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 employee's estate.

B. The amount of Optional Group Life Insurance shall be paid in one sum or if the employee so requests, in accordance with any of the settlement options made available by the Insurer. In the event that provision for payment in accordance with any settlement option made available by the Insurer has not been made by the employee prior to his/her death, then such provision may be made by the beneficiary entitled to receive the Optional Group Life Insurance in the event of the employee's death.

C. This insurance is term insurance without cash, loan or paid-up values.

D. Optional Group Life Insurance may be assigned if the assignment is made by the employee in writing and the Insurer consents in writing.

E. Effective November 19, 2007 an Accelerated Benefits provision is provided for terminally ill employees or retirees insured under the Optional Group Life Insurance Program. A terminal illness is one in which life expectancy is less than 12 months. A terminally ill employee or retiree or their legal representative may request a one-time lump sum payment of up to 80% of their life insurance amount in advance of their death by submitting the request for such payment to the Insurer. The combined accelerated benefit amounts under Basic and Optional Group Life Insurance may not exceed $500,000. The insurer will determine if the benefit is payable.

The Accelerated Benefits provision is not available if;

(a) The employee or retiree has irrevocably assigned Group Life benefits under the program, or

(b) All or part of Optional Group Life benefits are to be paid to a former spouse as part of a divorce agreement.

The amount of coverage that remains in force will be reduced by the amount paid out under the Accelerated Benefits provision. The amount of Optional Group Life Insurance that may be converted in accordance with the Conversion Privilege provision of the program will be reduced by the amount of accelerated benefit paid. Additionally, premium payments must continue to be paid on the full amount of Optional Group Life Insurance for which the employee or retiree was enrolled.

## 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 XX/XX/XXXX, 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 on the date the insurance would otherwise become effective. If the employee is not actively at work on such date, the insurance or the higher amount of 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.

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.

V. **Contributions**

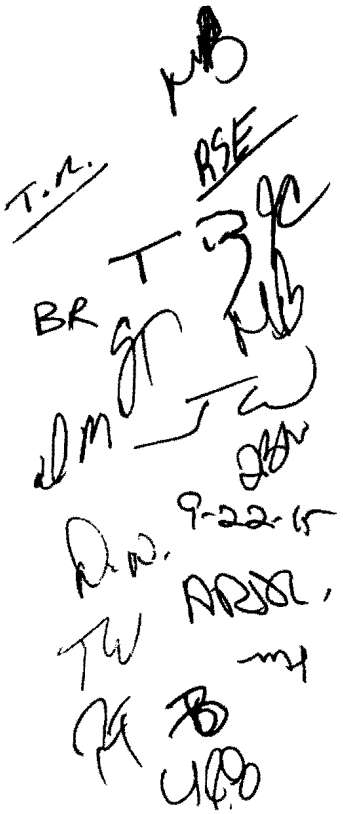
The employee shall contribute the full cost of the Optional Accident Insurance and contributions shall be payable monthly in advance. Premium rates are not based on the last date actively at work. Effective January 1, ~~2012~~2016, the required monthly contribution for each $10,000 is $.35 for Employee Coverage or $.59 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~~25~~, 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.



VII. **Payment of Benefits**

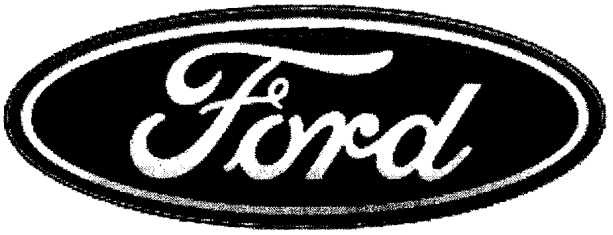
A. If an employee dies as a result of accidental death while the employee is insured for Optional Accident Insurance, the amount of such insurance in force shall be paid to the person or persons designated by the employee as beneficiary. The beneficiary is that designation the employee has last made 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 the employee 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.

In the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the Optional Accident Insurance will be paid to the employee's wife or husband or SSDP, 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 employee's estate.

B. If a covered spouse or SSDP or dependent dies as a result of accidental death while insured for Optional Accident Insurance, the amount of such insurance in force on account of such person shall be paid in a lump sum to the employee (the employee is the beneficiary for Optional Accident Insurance). The employee's insurance certificate shall set forth the procedure for payment of insurance in case such person dies subsequent to the death of the employee.

C. All other indemnities are payable to the injured person suffering the loss.




# Insurance Program (H-S-M-D-D-V)

INSURANCE PROGRAM

HOSPITAL-SURGICAL-MEDICAL DRUG-DENTAL-VISION

("H-S-M-D-D-V" PROGRAM)

Incorporated by reference in the Collective Bargaining Agreement dated ~~October 24, 2011~~XX/XX/XXXX, (herein called the ~~2011~~2015 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 benefits are the same as those for semi-private accommodations under the Series A 80 Group Health Care Benefit Certificate of Blue Cross and Blue Shield of Michigan or mutually agreed upon coverage provided by another carrier,

A. With provisions, as specified in the Administrative Manual dated ~~March~~September, ~~2001~~2013 or as to be updated, by mutual agreement of the parties, during the first year of the term of this Agreement to reflect the ~~2003 Agreement, the 2005 MOU, the Settlement Agreement, and this 2007 Collective Bargaining Agreement and the 2011~~2015 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 benefits are the same as those under Series A 80 Group Health Care Benefit Certificate of Blue Cross and Blue Shield of Michigan or mutually agreed upon coverage provided by another carrier,

JB JAK



BR D.M. 10/16/15 T.M.

A. With provisions, as specified in the Administrative Manual dated ~~March~~September, ~~2001~~2013 or as to be updated, by mutual agreement of the parties, during the first year of the term of this Agreement to reflect the ~~2003 Agreement, the 2005 MOU, the Settlement Agreement, and this 2007 Collective Bargaining Agreement and the 2011~~2015 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

JAK

cba2/00215/2
a
09/22/15

(3) The prescription drug expense benefits negotiated by the Company and the Union, presently provided through the ~~National Managed Pharmacy Program (NMPP)~~ designated mutually agreed upon Pharmacy Benefit Manager (PBM) which benefits are the same as those provided under Series A 80 Group Health Care Benefit Certificate of Blue Cross and Blue Shield of Michigan or mutually agreed upon coverage provided by another carrier and the Administrative Manual, which is to be updated during the first year of the term of this Agreement.

A. ~~A deductible amount ("co-payment") of five dollars ($5.00) for each separate prescription order and refill filled at a retail pharmacy prior to January 1, 2004; and, on or after January 1, 2004, (i) With a co-payment of five dollars ($5.00) for each separate prescription order and refill for retirees who retire prior to January 1, 2004 and their eligible spouses, surviving spouses and dependents; and (ii) a co-payment of five dollars ($5.00) for each separate generic prescription order and refill and ten dollars ($10.00) for each separate brand-name prescription order and refill. There is a co-payment of fifteen dollars ($15) for each separate erectile dysfunction medication prescription order and refill.~~ Effective January 1, ~~2010~~2016, a co-payment of ~~five~~six dollars ($~~5~~6.00) for each separate generic prescription order and refill and ~~eleven~~twelve dollars ($~~11~~12.00) for each separate brand-name prescription order and refill. There is a co-payment of ~~sixteen~~seventeen dollars ($~~16~~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. ~~The co-payment will not exceed two dollars ($2.00) to be paid by the enrollee for each separate prescription order or refill of a covered drug filled~~

~~prior to August 1, 2006. Effective August 1, 2006 the co-payment is seven dollars ($7) for each separate covered generic prescription order and refill, twelve dollars ($12) for each separate covered brand-name prescription order or refill and eighteen dollars ($18) for each separate erectile dysfunction medication prescription order and refill. Effective January 1, 2008, the co-payment will be ten dollars ($10) for each separate covered generic prescription order and refill, fifteen dollars ($15) for each separate covered brand-name prescription order or refill and nineteen dollars ($19) for each separate erectile dysfunction medication prescription order and refill. Supplies up to 90 days may be prescribed.~~ Effective January 1, ~~2010~~2016, a co-payment of ~~ten~~twelve dollars ($~~10~~12.00) for each separate covered generic prescription order and refill, ~~sixteen~~seventeen dollars ($~~16~~17.00) for each separate covered brand-name prescription order or refill and twenty one dollars ($~~20~~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.~~; and~~

~~C. These co-payments for each separate prescription order or refill of a covered drug will increase at the beginning of each calendar year by 3%. The calculated co-payment will be rounded to the nearest whole dollar amount in accordance with the Engineering Method of Rounding.~~

~~During the term of this agreement, pharmacy co-pays shall be capped at the following co-payment of six dollars ($6.00) for each separate generic prescription order and refill, a co-payment of twelve dollars ($12.00) for each separate brand-name prescription order and refill and a co-payment of seventeen dollars ($17.00) for each separate erectile dysfunction~~

~~medication prescription order and refill filled at a retail pharmacy.~~

~~During the term of this agreement, the mail order co-pay will be capped at the following 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 at mail order.~~

~~D~~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 ~~October 24, 2011~~XX/XX/XXXX, as specified in additional detail in the Exhibits hereto. References to the specifically identified Certificate are to the form in which it existed on ~~October 24, 2011~~XX/XX/XXXX. Should the provisions of the Certificate or Administrative Manual conflict with the provisions specified herein or in the Exhibits hereto, the latter shall control.

Section 2. Alternative Plans

(a) For employees in certain areas served by alternative plans, including but not limited to health maintenance organizations (HMOs) and preferred provider organizations (PPOs), the Company has made arrangements to afford them the option(s) to subscribe to such plan(s) in their area, as a partial or complete substitute for the coverages provided in Section 1 above, subject to the limitation on Company contributions contained in Section 4(f) below. The coverages provided under such alternative plans shall be in compliance with the benefits as negotiated by the parties or as otherwise mutually agreed to by the parties. Each individual plan shall be offered only by mutual agreement of the Company and the Union. Subsequent opportunities with respect to such option(s) shall be provided annually during a specified enrollment period to be mutually agreed upon by the parties. All PPOs made available to employees are required to attain National Committee for Quality Assurance (NCQA) or the Utilization Review Accreditation Commission (URAC) accreditation. All HMOs made available to employees are required to apply for National Committee for Quality Assurance review and to attain at least provisional accreditation. Any PPO or HMO which does not have the required accreditation will not be made available during the next open enrollment. Provided, that a plan may be offered or retained by mutual agreement of the parties. All PPOs and HMOs shall also be required to publicly report NCQA, URAC, HEDIS and any other data as mutually agreed to by the parties that may be relevant to consumer information needs.

These same arrangements shall be extended or continued with respect to similar plans by mutual agreement between the parties hereto in the same area or other areas where similar plans are or may become available.

(b) By the mutual agreement of the parties, alternative plans of benefits with limited numbers of providers, similar to the arrangements for prescription drugs and vision care in effect on ~~October 24, 2011~~XX/XX/XXXX, may be implemented and substituted for the benefits described in Section 1. Such arrangements can be implemented for diagnostic radiology in addition to durable medical equipment and prosthetic and orthotic

devices, vision care, diagnostic laboratory and pathology services, and prescription drugs ~~and~~.

(c) All HMOs and PPOs shall administer claims and appeals in accordance with their own claims and appeals procedure. Certain self-funded PPOs to be chosen by mutual agreement of the parties may follow the same claims and appeals procedures as the National PPO and Blue Preferred Plus PPO Plans.

**Section 4. Company Contributions**

(a) While Employed

The Company will make monthly contributions for the following month's coverage (unless there is no coverage for that month under Section 5 or 7) on behalf of each subscribing employee while the employee is at work (as defined below) toward the cost of the hospital-surgical-medical-drug-dental-vision-hearing aid coverages described in Section 1 above equal to the full subscription rate or premium charge for the classification of coverage to which the employee shall have subscribed according to his/her enrollment classification.

For purposes of this Section, an employee shall be considered "at work" in any month if the employee receives pay from the Company for any time during such month.

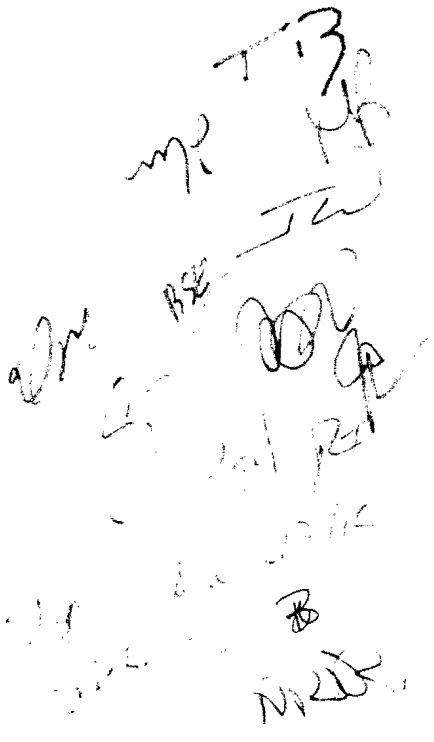
(b) While Disabled

During an employee's approved medical leave of absence or absence while disabled so as to be unable to work on his/her customary job or available work or while an employee is receiving Extended Disability Benefits after exhaustion of reinstated Accident and Sickness Benefits under Section 12 of the Group Life and Disability Insurance part of the Program, the Company shall pay the full subscription rate or premium charge of hospital-surgical-medical-drug-dental-vision-hearing aid coverages (but not dental expense coverage for absences commencing prior to September 17, 1979) under Section 1 above for the employee and eligible dependents for the duration of such absence; but not to exceed the period equal to his/her seniority when the absence commenced or, if greater, the period the employee is receiving such Extended Disability Benefits. Notwithstanding any other provisions of this paragraph (b), Company-paid coverage shall cease for In-Progression employees at the end of the month in which the maximum Extended Disability Benefit (EDB) amount is payable; and~~.~~ if an employee on medical leave of absence who is determined to be "Able" in accordance with Independent Medical Evaluation Process of the Group Life and Disability Program and does not return to work following such determination, H-S-M-D-D-V coverage will be discontinued on the first day of the second month following the month in which such

determination is made and not reinstated until the employee returns to work.

(e) For Surviving Spouse

(1) The Company will make monthly contributions for the following month's hospital-surgical-medical-drug-dental-vision-hearing aid expense coverages on behalf of a surviving spouse who would receive benefits under Article IV Section 8 of the Retirement Plan except for receipt of survivor income benefits under the Group Life and Disability Insurance part of this Program, and the eligible dependents as defined in Section ~~10~~9 of any such spouse.



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 ~~on the first day of the calendar month next~~ following date of~~the month~~ hire or rehire. ~~in which the employee is actively at work after acquiring seven months of seniority.~~

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.

(d) Surviving Spouse

For months following the last month of coverage for which contributions were made by the Company,

(1) A surviving spouse while eligible to receive survivor income benefits under the Group Life and Disability Insurance part of the Program (including for this purpose a surviving spouse whose survivor income benefit is not payable because she is receiving Mother's Insurance Benefits) or,

(2) A surviving spouse who would be eligible for Bridge Survivor Income Benefits except such spouse is at least age 62 or older but not beyond the end of the month in which such spouse reaches age 65 or,

(i) A surviving spouse as defined in Section 4(e)(1)(i) and

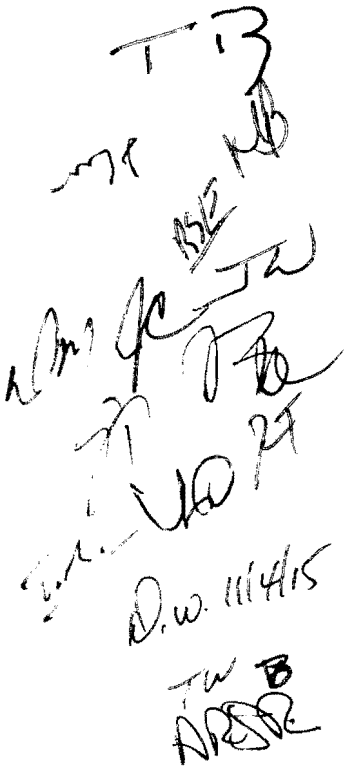
(ii) May continue, as part of the groups covered thereby, hospital-surgical-medical-drug-hearing aid expense coverages (but not dental or vision expense coverages) provided under Sections 1 or 2 for themselves and eligible dependents as defined in Section 10.

Notwithstanding any other provisions of this section (d), the opportunity for survivors of In-Progression employees to continue coverage shall be limited to self-pay continuation that may be available under federal law.

(e) Payment for Continuation

An employee continuing coverage under Subsections (a), (b) or (c) of this Section beyond the period for which contributions were made by the Company, or a surviving spouse continuing coverage under Subsection (d) of this Section, must pay for such continuation the Company's cash pay rate for the plan such employee was enrolled under at the time of employment termination or such plan the surviving spouse is enrolled under; provided, however, that if an employee continues coverage under Subsection (c) or, is eligible to continue coverage under Subsection(c), but enrolls for coverage under another plan (other than a Company plan) and incurs a monthly contribution as a result of such enrollment, and is reinstated following such loss of seniority or if the disciplinary layoff is reduced, the Company will reimburse the employee for all the

contributions in respect to coverage thereunder equal to the lesser of: (i) the Company's cash pay rate for the plan such employee was enrolled under at the time of the employment termination or (ii) the amount such employee paid for his/her coverage under another plan (other than a Company plan).



~~(f) Conversion Privilege~~

~~(1) Any former enrollee who is no longer eligible to continue hospital, surgical or medical coverages under the Program, shall be offered an opportunity to obtain other available coverage, on a self-paid basis, from the carrier with whom enrolled at the time eligibility terminated. Such conversion privilege shall not apply to prescription drug, hearing aid, vision or dental coverages.~~

~~(2) A former enrollee wishing to exercise this privilege shall make application to the carrier within thirty (30) days of termination of eligibility under the Program.~~

cba2/00231
a
10/07/15

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 date of hire or rehire~~on the first day of the calendar month next following the month in which the employee is actively at work after acquiring seven (7) months of seniority~~ ("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.

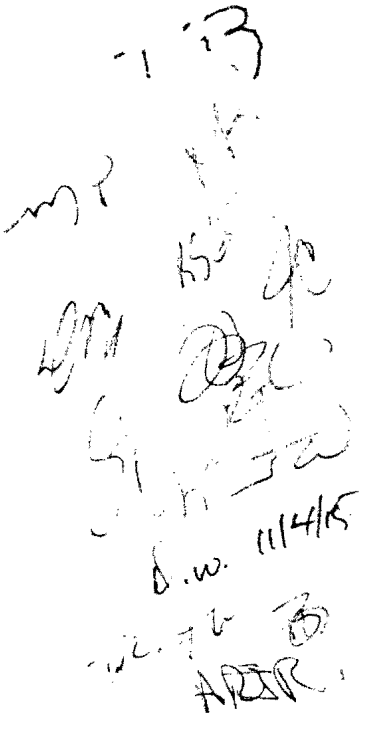


EXHIBIT I

DENTAL EXPENSE BENEFITS PROGRAM

I. **Enrollment Classifications; Carriers**

Dental expense benefits coverage for an eligible employee or surviving spouse shall include coverage for eligible dependents as defined for hospital-surgical-medical-drug coverage. The dental expense benefits shall be those provided herein under arrangements made with ~~Blue Cross and Blue Shield~~Delta Dental of Michigan or other carrier(s) mutually agreed upon by the Company and the Union.

II. **Description of Benefits**

Dental expense benefits will be payable, subject to the conditions herein, if an employee, surviving spouse or eligible dependent, while dental expense coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

BS3

JAK

## IV. Maximum Benefit

The Dental Expense Benefits Program plan year shall be a calendar year (from January 1 through December 31). The maximum benefit payable for all covered dental expenses incurred during any Dental Expense Benefits Program plan year (except for services described in Section III(C) (4) above) shall be ~~$1,600 effective January 1, 2003 and $1,700 effective January 1, 2005 and~~ $1,850 ~~effective January 1, 2008~~ for each individual.

For covered dental expenses in connection with orthodontics described in Section III(C)(4) above, the maximum benefit payable shall be ~~$1,800 effective January 1, 2003, $2,000 effective January 1, 2005 and~~ $2,200 ~~effective January 1, 2008~~ during the lifetime of each individual.~~, with a maximum of $1,800 applicable to covered dental expenses for services provided prior to January 1, 2005 and a maximum of $2,000 applicable to covered dental expenses for services provided prior to January 1, 2008.~~

Effective January 1, 1997, payments for covered dental services related to the repair of accidental injury to sound natural teeth due to a sudden unexpected impact from outside the mouth will not count against the annual benefit limit or the lifetime orthodontic limit. Regular copayments will be required for all such services.

## V. Predetermination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of $200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the carrier prior to the commencement of the course of treatment.

The carrier will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in Sections III and IV, determined in accordance with the limitations set forth in Section VI.

BJS

cba2/00252
a
09/22/15



11/4/15

X. Proof of Loss

The carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for dental expense benefits. As part of the basis for determining benefits payable, the carrier may require x-rays and other appropriate diagnostic and evaluative materials.

XI. **Administrative Manual**

Policies, procedures and interpretations to be used in administering dental expense benefits negotiated by the Company and the Union shall be incorporated ~~in an~~as a supplement to the Administrative Manual. Among other things the ~~Manual~~supplement shall:

(A) Explain the benefits and the rules and regulations governing their payment.

(B) Include administrative practices and interpretations which affect benefits.

(C) Define professionally recognized standards of practice to be applied to benefits and procedures.

(D) List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.

(E) Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.

(F) Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation and case reviews involving individual consideration of fees or treatment.

(G) Provide definition of terms.

BJTS

JAK

## XIII. Definitions

The term "dentist" means a legally licensed dentist practicing within the scope of his/her license. As used herein, the term "dentist" also includes a legally licensed physician authorized by his/her license to perform the particular dental services rendered.

Carriers reimbursement methodology is based on the maximum payment (allowed amount).

The term "maximum payment (allowed amount)" means the lower of the provider's charge or the ~~BCBSM~~ carrier's maximum payment for a covered service.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross section of dentists rendering such services or furnishing such supplies.

BJS

JAK

III. **Administration**

It is the intent and expectation that all local Blue Cross and Blue Shield Plans or another carrier serving the areas described in II above will underwrite (assume the risk) and/or service (process claims) the benefits as negotiated by the Company and the Union in their respective geographical areas if such plans enter into a formal participation agreement with the Control Plan.

If a plan is unable or unwilling to underwrite any or all of the benefits and/or services negotiated by the Company and the Union, supplementary or replacement benefits shall be provided through another carrier by mutual agreement of the Company and Union.

If a local plan does not underwrite and/or service the specified benefits as required by the Control Plan, the Control Plan shall, unless the parties mutually agree otherwise:

- Underwrite the specified benefits with the servicing being handled by the local plan, or
- Underwrite those portions of the specified benefits not underwritten by the local plan with the servicing being handled by the local plan, or
- Underwrite and/or service the benefits in a plan area if the local plan does not participate in any capacity, or
- Arrange for another local plan in the region to underwrite and/or service the specified benefits, or
- Underwrite the specified benefits with the servicing being handled by another local plan in the region.

It is also the intent and expectation that the Control Plan and local plans shall carry out their respective obligations as set forth in Exhibit III.

BJB

JAK

cba2/00264
a
09/22/15



T.B
MP
BJE MB
BR GH
M.D. 10/16/15
T.R. TW B
AGBR

IV. **Administrative Manual**

(A) **Contents**

An Administrative Manual developed by Blue Cross and Blue Shield of Michigan or another carrier, and approved by the parties, for use by all participating plans shall be brought up to date as necessary so as to describe the benefits specified in the Collective Bargaining Agreement. Among other items, the Manual should:

(1) Explain the benefits and the regulations governing their payment.

(2) Include the standardized administrative practices and interpretations which affect benefits.

(3) List the limitations and exclusions of the coverage.

(4) Define all those terms related to the programs provided (such as facility, physicians, etc.).

(5) Describe procedures for status changes and terminations.

(6) Define the data to be provided with respect to operations of the Program.

V. **Data**

The Control Plan and any other carrier(s) annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to hospital-surgical-medical-drug coverages provided under the H-S-M-D-D-V Program, to the extent permitted by HIPAA.

VI. **Performance**

The Control Plan shall be responsible to ensure that ~~participating plans provide~~ the scope and level of benefits negotiated by the Company and the Union and as further specified in the Administrative Manual are provided. The Control Plan~~, with such assistance from the national Blue Cross and Blue Shield organizations as may be appropriate~~ may, in exercising its responsibilities, audit local plans to determine if they are providing the specified level of benefits.

BJS

JAK

cba2/00267
b
10/12/15

II. **Annual Cost Containment Reports**

Each H-S-M-D-D-V carrier shall be required to report annually on its cost containment efforts for the preceding year, including but not limited to (a) a description of its cost containment activities, (b) the results/savings, (c) problems, and (d) plans for the next year.

The Control Plan shall prepare an evaluation of ~~local Blue Cross-Blue Shield~~ cost containment efforts and shall highlight particularly successful approaches and areas of less than desirable performance (in the latter instance, including the reasons therefore).

The report shall cover the preceding calendar year and shall be submitted to the Company-Union Committee by May 15 each year. The Company-Union Committee may specify the content or format for such reports.

BJS

JAK

cba2/00281
a
09/22/15

## III. Pilot Programs

The Company-Union Committee shall continue current pilot programs, explore their possible expansion and develop new programs to provide quality care in a cost effective manner. By mutual agreement of the parties, maximum allowable cost prescription drug programs offering provisions as in the Michigan Program will be offered by all carriers as soon as practicable. All enrollees except those in alternative plans provided under Section 2 of the H-S-M-D-D-V Program will be eligible.

## IV. Other Activities

The Company-Union Committee shall investigate, consider and, upon mutual agreement, engage in other activities that may have high potential for cost savings. This may involve instituting by mutual agreement other hospital, surgical, medical, drug, dental, vision and substance abuse pilot programs.

The parties agree that PPO options providing health care coverages may be made available upon mutual agreement of the Company and Union.

The Company-Union Committee also shall: ~~develop and implement a procedure for reviewing and adding and/or deleting on an ongoing basis durable medical equipment and prosthetic and orthotic devices, and maintenance legend drugs; and~~ review the experience of the use of "par" and/or contracted provider networks and provisions applicable to reimbursement for physician and other medical providers, and make a determination (based on data supplied by the carriers and other resources) as to whether the provisions are a barrier to delivery of quality and cost-effective care.

## V. Review

The results of any pilot programs and activities in III and IV, above, will be reviewed prior to the expiration of the Collective Bargaining Agreement so that the parties to the agreement may be prepared to consider the continuation or modification of the pilot programs and other activities of the Company-Union Committee.

(2) Lenses of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb or Univis, such as Tillyer, Orthogon or Univis, respectively, which meet Z80.1 or Z80.2 standards of the American National Standards Institute, including equivalent plastic lenses or, when prescribed, tints equal to Rose Tints #1 and #2. Lenses not more than sixty-five (65) millimeters in diameter will be a covered vision expense under the Program. If lenses are of a quality or size that result in an additional only charges in accordance with Section IV shall be payable;

(3) Frames adequate to hold lenses which are a covered vision expense; and

(4) Contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature. If selected for other reasons, only the benefit within the limits described in Section IV (A)(4) shall be payable;

(L) "Acquisition cost" means the actual cost of the lenses and/or frames to the provider;

(M) "Dispensing fee" means a fee predetermined by the Program carrier for dispensing lenses and/or frames as provided for in this Program.

(N) "Corrective eye surgery" means a surgical procedure used to alter the cornea or shape/surface of the eye in order the improve visual acuity, correct vision conditions such as myopia, hyperopia or astigmatism and reduce or eliminate the reliance on eyewear. Such surgeries can include, but are not necessarily limited to, Laser-assisted In-Situ Keratomileusis (LASIK), PhotoRefractive Keratectomy (PRK) and Radial Keratotomy (RK).

the covered person, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, less any co-payment as described in (C) below;

(4) 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;

(5) 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

(6) 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.

(7) 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 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 contact lens) and/or frame benefits for 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.

JAK

VI. Exclusions

(A) Covered vision expense does not include and no benefits are payable for: Sunglasses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in Section IV (tinted lenses with a tint other than the equivalent of Rose Tints #1 or #2 are considered to be sunglasses for the purpose of this exclusion);

(B) Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in Section IV;

(C) Medical or surgical treatment except as provided in Exhibit IV, A(7) of the HSMDDV Program;

(D) Drugs or any other medication not administered for the purpose of a vision testing examination;

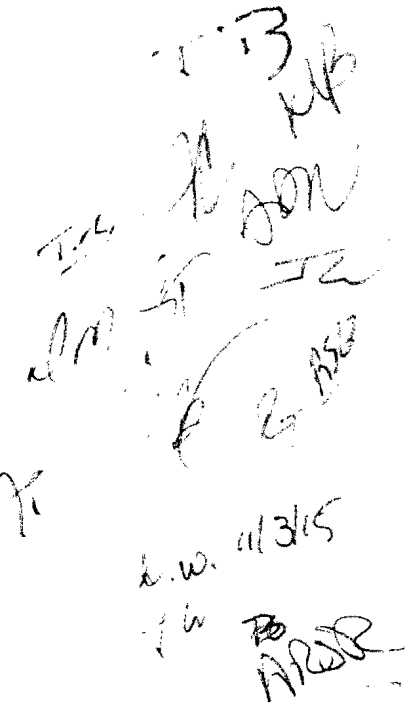
(E) Procedures determined by the Program carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography;

(F) Vision testing examinations, lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

(G) Vision testing examinations and lenses or frames ordered:

(1) Before the covered person became eligible for coverage; or

(2) After termination of coverage;



(M) "Covered hearing aid expense" means the lesser of the billed charge and the maximum payment (allowed amount) for (1) audiometric examinations and hearing aid evaluation tests, and, in the case of hearing aid evaluation tests, do not exceed $~~153~~161 per test effective ~~October~~January 1, 201~~1~~6 or, if higher, the adjusted maximum determined as described below, (2) hearing aids, and (3) replacement ear molds as set forth below:

(a) Audiometric examination performed by a physician or audiologist, but, for the initial hearing aid payable under this Section or for any hearing aid for a person under age 18, only when performed following or in conjunction with the most recent medical examination of the ear by a physician (but not including the medical examination of the ear);

(b) Hearing aid evaluation test performed by a physician or audiologist, which may include the trial and testing of various makes and models of hearing aids to determine which make and model will best compensate for the loss of hearing acuity but only when indicated by the most recent audiometric examination;

(c) Hearing aids and ear molds must be prescribed based upon the most recent audiometric examination and most recent hearing aid evaluation test and the hearing aid provided by the dealer must be the make and model prescribed by the physician or audiologist and must be certified as such by the physician or audiologist.

JAK

cba2/00306
a
11/02/15

In order for the charges for services and supplies described in Section III(M)(b) and (c) to be payable as hearing aid expense benefits under this Program, upon each occasion that a covered person receives such services and supplies the covered person must have an audiometric examination and obtain a medical examination of the ear by a physician, and such medical examination and audiometric examination must result in a determination that a hearing aid would compensate for the loss of hearing acuity.

The maximum covered hearing aid expense (~~$153~~161 effective ~~October~~January 1, 201~~4~~6) for a hearing aid evaluation test shall be adjusted on October 1 of each year, ~~beginning in 2012,~~ by the percentage increase as of the May levels in the U.S. Consumer Price Index ~~(as defined in Article IX, Section 4(b) of the Collective Bargaining Agreement)~~ for the immediately preceding twelve months. The result will be rounded to the nearest dollar.

(N) "Acquisition cost" means the actual cost to the dealer of the hearing aid.

IV. Benefits

The covered person may obtain audiometric examinations, hearing aid evaluation tests and hearing aids that the provider shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:

(A) For an audiometric examination, the lesser of billed charge or the carrier allowed amount for audiometric examinations performed by a physician or audiologist, but only when performed in conjunction with the most recent medical examination of the ear by a physician;

(B) For hearing aid evaluation tests, the lesser of billed charge or the carrier allowed amount, but not to exceed ~~$122 effective October 1, 2003 or $139 effective October 1, 2007 or $153~~161 effective ~~October~~January 1, ~~2011~~2016 or such adjusted amount as provided in Section III(M);

(C) Audiometric tests and hearing evaluation services used to diagnose any condition, disease, or injury of the ear, are covered.

(D) (i) For covered hearing aids, the acquisition cost, and effective January 1, 2004, digital programmable hearing-aids are covered up to a maximum of $900 and within plan limitations;

(ii) For hearing aids (for enrollees under the age of 18, a medical examination is required each time a hearing aid is covered), the dispensing fees; and

(iii) For replacement ear molds for children up to age seven (7), the maximum payment.

(E) Effective ~~January 1, 2008~~January 1, 2016, for hearing aids and ear molds, an allowance of up to $~~2,000~~2,200 every three years (3) for the acquisition cost and dispensing fee to purchase hearing aids and ear molds (as applicable), plus replacements, adjustments and repairs (as required).

If the covered person requests unusual services from the provider, the covered person shall pay the full additional charge therefore.

V. Limitations

Frequency: If a covered person has received an audiometric examination, a hearing aid evaluation test or a hearing aid for which benefits were payable under the Program, benefits will be payable for such subsequent audiometric examination, hearing aid evaluation test or hearing aid only if received more than thirty-six (36) months after receipt of the most recent previous audiometric examination, hearing aid evaluation test and hearing aid, respectively, for which benefits were payable under the Program.

Not more than four (4) replacement ear molds are covered annually for children up to age three (3), and not more than two (2) are covered for children ages three (3) to seven (7).

Effective ~~January 1, 2008~~January 1, 2016, only one (1) audiometric examination, one (1) hearing aid evaluation test and one (1) ~~$2,000~~2,200 allowance for hearing aids/ear molds will be provided for an individual enrollee in a three (3) year period.

JAK

cba2/00308/2
a
11/02/15

III. **Departparticipating Hospitals**

The Company will request ~~Blue Cross and Blue Shield of Michigan in its capacity as~~ the Control Plan to ~~assure that each participating Blue Cross Plan~~ institutes the following procedure in the event a hospital departicipates from its ~~Blue Cross~~ Plan ~~after October 18, 1976~~.

(1) A Plan will give adequate notice at the earliest possible date to enrolled employees of a hospital's departicipation and of the payment arrangements in such a departicipating situation.

(2) For those patients already hospitalized before a hospital departicipates, full covered benefits will be paid until the end of the hospital stay or until the available days of care are exhausted.

(3) For patients admitted during the first thirty (30) days after the initial date of each hospital's departicipation, full covered benefits will be paid for all admissions to such departicipated hospital until the end of the hospital stay or until the available days of care are exhausted. For patients admitted after such thirty (30) days, the appropriate nonparticipating hospital rate shall apply, except as provided in 4, below.

BJS

JAK

cba2/00314
a
09/22/15

IV. **Nonparticipating Hospital Rate**

Blue Cross or another carrier's maximum payment for inpatient charges with respect to nonparticipating general acute care hospitals will be ~~$230~~500 per day and inpatient ancillary charges at such hospitals will be payable up to a maximum of ~~$20~~50 per day (a total of ~~$250~~550 per day).

Payment to nonparticipating hospitals for emergency admissions will be as described in III (4) above for departicipating hospitals.

Present benefit arrangements shall continue to apply to admissions to nonparticipating hospitals which are not classified as general acute care hospitals.

When services are provided by a non-participating hospital eligible only for limited payment of covered services, payment for outpatient services shall be made up to $35.00 for each condition towards the hospital's regular charges for covered services, except as otherwise provided for treatment of certain accidental injuries and medical emergencies as set forth below.

Effective October 25, 1999, certain covered emergency services received in the outpatient department of a nonparticipating hospital will be paid at the nonparticipating hospital average rate within the Plan area. To qualify for payment, the claim must be for services related to a medical emergency or a serious bodily injury that requires immediate medical attention to avoid placing the enrollee's life in jeopardy, permanent damage to the enrollee's health or significant impairment of bodily functions. Treatment must be provided at the hospital immediately following the medical emergency or injury. There can be no assurance that the payment will cover the entire amount billed by the hospital.

VI. Durable Medical Equipment

~~Until January 1, 2000, coverage for durable medical equipment shall be based on categories of equipment covered by Medicare in Michigan as of October 1, 1996. On and after January 1, 2000, c~~Coverage for durable medical equipment shall be based on categories of equipment covered by Medicare~~ in Michigan as of October 1, 1999 and, thereafter during the term of this Agreement~~, as Additional equipment may be approved by the Company-Union Committee described in Section 12.

The following item is covered 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 PPO plan, subject to any stated conditions and to the other provisions of the Program and this Subsection, although not Medicare approved: continuous passive motion device for use on elbow and shoulder after surgical treatment.

The following items are covered subject to any stated conditions and to the other provisions of the Program and this Subsection:

(i) Effective January 1, 2000:

- Dressing set for negative pressure wound therapy electrical pump, stationary or portable, each
- Canister set for negative pressure wound therapy electrical, stationary or portable, each
- Negative pressure wound therapy electrical pump, stationary or portable

(ii) Effective January 1, 2002:

- Cough stimulating device, alternating positive and negative airway pressure

(iii) Effective January 1, 2003:

- Replacement pad for infrared heating pad system, each
- Eye pad, sterile, each
- Crutch, underarm, articulating, spring assisted, each

- High frequency chest wall oscillation air-pulse generator system, (includes hoses and vest), each

- Oscillatory positive expiratory pressure device, non-electric, any type, each

- Multipositional patient support system, with integrated lift, patient accessible controls

(iv) Effective April 1, 2003:

- Functional neuromuscular stimulator, transcutaneous stimulation of muscles of ambulation with computer control, used for walking by spinal cord injured, entire system, after completion of training program

(v) Effective July 1, 2003:

- Automatic external defibrillator, with integrated electrocardiogram analysis, garment type

- Replacement battery for automated external defibrillator, each

- Replacement garment for use with automated external defibrillator, each

- Replacement electrodes for use with automated external defibrillator, each

(vi) Effective January 1, 2007

- Sleeve for intermittent limb compression device, replacement only, each

- Intermittent limb compression device (includes all accessories), not otherwise specified

- Continuous passive motion exercise device for use other than knee

VII. **Prosthetic and Orthotic Appliances**

~~Until January 1, 2000, coverage for prosthetic and orthotic appliances shall be based on categories of appliances covered by Medicare as of October 1, 1996. On and after January 1, 2000, c~~Coverage for prosthetic and orthotic appliances, including external appliances and excluding experimental or research appliances or devices, shall be based on categories of appliances covered by Medicare. Additional equipment may be ~~as of October 1, 1999 and, thereafter during the term of this Agreement, as~~ approved by the Company-Union Committee described in Section 12, provided that coverage for therapeutic shoes prescribed for diabetics not eligible for Medicare shall be limited to the diagnoses established by the Control Plan.

The following items are covered 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 PPO plan, subject to any stated conditions and to the other provisions of the Program and this Subsection, although not Medicare approved:

(1) Any style of orthopedic footwear, other than a basic oxford, when the shoes are an integral part of a covered brace;

(2) All orthopedic shoe inserts~~,~~ and arch supports, ~~and shoe modifications, used with a shoe that is attached to a covered brace;~~limited to one (1) pair per calendar year with diagnoses established by the Control Plan; and

(3) Effective January 1, 2004, coverage is provided for individually fitted arch supports used with a shoe that is not attached to a brace for employees, ~~retirees,~~ 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 ~~(excluding those enrolled in the National Foot Care Program)~~ or by a PPO plan. Coverage is limited to arch supports that are prescribed in writing by a physician for an orthopedic, neuromuscular, vascular or insensate foot condition approved by the Control Plan (excluding flat feet) that has failed to respond to a course of appropriate conservative treatment (e.g., physical therapy, injections, anti-inflammatory medications), or when prescribed following foot surgery or trauma when the patient is receiving arch

supports as part of post surgical care. All arch supports must be obtained from a participating provider. ~~approved by the UAW-Ford National DME and P&O SUPPORT Program.~~ No additional payment will be made for separately billed charges for fitting the arch support. Adult enrollees are eligible for replacement arch supports only if received more than 36 months after receipt of the most recent previous arch support for the same condition for which benefits were payable under this plan. Arch supports for children may be replaced after 12 months if required by growth of the child.

(4) Effective January 1, 2000, wigs and appropriate related supplies (stand and tape) are covered for enrollees under the age of 18 (at any age effective January 1, 2004), who are suffering hair loss from the effects of chemotherapy or radiation therapy, subject to the limitations outlined below:

(i) For the first purchase of a wig and necessary related supplies (stand and tape) coverage will be provided up to $200 ($250 on or after January 1, 2004), and

(ii) Thereafter, at intervals of not less than 12 months, coverage will be provided up to $125 towards the purchase of a wig and necessary related supplies.

The following items are covered subject to any stated conditions and to the other provisions of the Program and this Subsection:

(i) Effective January 1, 2002:

- Tension based scoliosis orthosis and accessory pads, includes fitting and adjustment
- Addition, endoskeletal knee-shin system, microprocessor control feature, stance phase
- Addition to lower extremity prosthesis, endoskeletal system, pylon with integrated electronic force sensors
- Addition to lower extremity prosthesis, user adjustable heel height

- Automatic grasp feature, addition to upper limb prosthetic terminal device

- Microprocessor control feature, addition to upper limb prosthetic terminal device

(ii) Effective January 1, 2003

- Addition to lower limb prosthesis, vacuum pump, residual limb volume management and moisture evacuation system

- Addition to lower limb prosthesis, vacuum pump, residual limb volume management and moisture evacuation system, heavy duty

- Addition to endoskeletal, knee-shin system, hydraulic stance extension, dampening feature, adjustable

- Transcarpal/metacarpal or partial hand disarticulation prosthesis, external power, self-suspended, inner socket with removable forearm section, electrodes and cables, two batteries, charger, myoelectric control of terminal device

- Upper extremity addition to prosthesis, electric locking feature, only for use with manually powered elbow

- Upper extremity addition, shoulder joint, multipositional locking, flexion, adjustable abduction friction control, for use with body powered or external powered system

- Upper extremity addition, shoulder lock mechanism, body powered actuator

- Upper extremity addition, shoulder lock mechanism, external powered actuator

- Lithium ion battery, replacement

- Lithium ion battery charger

- Knee ankle foot orthosis, any material, single or double upright, stance control, automatic lock and swing phase release, mechanical activation, includes ankle joint, any type, custom fabricated

- Electronic elbow, microprocessor simultaneous control of elbow and terminal device

(iii) Effective January 1, 2007

- Upper extremity addition, flexion/extension and rotation wrist unit

Process for Updating Durable Medical Equipment and Prosthetic and Orthotic Appliance Coverages:

(1) A procedure has been established for the ongoing periodic update of the durable medical equipment and prosthetic and orthotic appliance coverages.

(2) Written notification of changes in Medicare Part B durable medical equipment and prosthetic and orthotic appliance coverages, and other recommendations for coverage changes will be provided to the Company by the Control Plan. The notifications and recommendations shall include, but not be limited to the following information:

(i) Quality of care, access and appropriate utilization concerns and proposed actions to resolve such concerns;
(ii) Any item(s) being replaced by new item(s), and a plan for discontinuation of coverage for the replaced item(s); and
(iii) Positive or negative effect on the Program costs.

(3) The Company will implement Medicare Part B coverage changes and by mutual agreement with the Union, will review and approve or disapprove other Control Plan recommendations. When a change is made, an effective date will be established.

(4) The Control Plan will advise appropriate carriers of any changes which are approved through this procedure, the effective dates, and any applicable administrative rules.

VIII. **Medical Necessity ~~Project~~**

It is agreed that all ~~participating~~local plans, where associated with the Control Plan, should comply with the policies and procedures established by the Control Plan related to ~~Blue Cross and Blue Shield Medical Necessity Project~~medical necessity. ~~This will include, but not be limited to, the policy of not reimbursing for routine diagnostic tests upon hospital admission.~~

The Control Plan shall accept responsibility for assuring that plans are complying with these policies and procedures. The Control Plan shall monitor and evaluate each local plan's compliance and shall report semi-annually to the Company-Union Committee.

cba2/00321
b
10/16/15

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 ~~March~~September ~~2001~~2013, 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. ~~Under this program, a chiropractor may not provide outpatient physical therapy services.~~

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
- 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) implantssystem, 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

BJB

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.

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.

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 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 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;

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 ~~may~~will ~~consider, and if warranted and upon mutual agreement, may~~ 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.

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.

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 case management program.

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.

Pre-hospice services also include the services described below in Section XXIV.

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.

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. Complex Case Management

The complex case management program is available to H-S-M-D-D-V members who exhibit one or more of the following clinical, psychological or social issues.

1. Significant primary diagnosis from any disease category as further defined below:

   a. A primary diagnosis from one or more of the following disease categories:

      i. Cancer,

      ii. Cardiovascular disease (e.g., congestive heart failure (CHF), stroke),

      iii. High-risk pregnancy or high-risk newborn (including congenital anomalies),

      iv. Respiratory (e.g., chronic obstructive pulmonary disease (COPD), emphysema),

      v. Neurological,

vi. Musculoskeletal,

vii. Trauma,

viii. Renal failure,

ix. Catastrophic injuries,

x. Complex stroke,

xi. CHF plus diabetes plus hospitalization,

xii. Complex CHF, or

xiii. Complex COPD, and

b. Meet one or more of the Complex Case criteria set forth below in items 2 through 6, will be eligible.

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,

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.

Members with a terminal prognosis, possible or definite metastatic disease, ventilator dependent condition, inpatient rehabilitation greater than eight (8) weeks, hospital admission exceeding fourteen (14) days, three (3) or more related admissions in six (6) months, claims expense in excess of $75,000 in twelve (12) months, complex psychosocial issues or those non adherent to other treatment plans are also eligible for the Services.

The complex case management is a voluntary and confidential program designed to address all the needs of a member and family (e.g., pre-hospice services) and there are no visit limits for these 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.

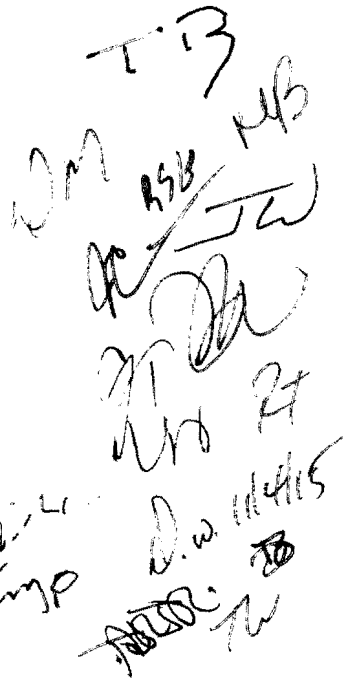
4. Ease the burden of managing a complex illness.

5. Help the member maintain control of their care.

6. Work with health plan, physicians, and/or other providers to coordinate treatment.

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.



# Supplemental Unemployment Benefit Plan

**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 Company and the UAW XX/XX/XXXX ~~October 4, 2011~~.

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-Ford 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 and Skilled Trades Supplemental Agreement; Volume II, Retirement Agreement and Plan and Insurance Program; and Volume IV, Letters of Understanding.

We hope you will find this booklet helpful.

JIMMY SETTLES
Vice President and Director
UAW, National Ford Department

~~MARTIN J. MULLOY~~
WILLIAM P. DIRKSEN
Vice President,
Labor Affairs

cba3/00474
a
10/22/15

AGREEMENT CONCERNING SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN AND
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

On this ~~4th~~XXday of ~~October, 2011~~ 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, agree as follows:

cba3/00001
b
10/16/2015

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 ~~October 19, 2011~~ 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 ~~October 24, 2011~~ 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 ~~October 24, 2011~~ XX/XX/XXXX. Benefits or Separation Payments paid or payable (or denied) under the Supplemental Unemployment Benefit Plan for Weeks commencing on or after ~~October 24, 2011~~ 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 ~~October 24, 2011~~ XX/XX/XXXX or in Separation Payments paid prior to ~~October 24, 2011~~ XX/XX/XXXX.

cba3/00002/1
c
10/15/2015

(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.

cba3/00002/2
c
10/15/2015

Section 4. Term of Agreement; Notice to Modify or Terminate

This Agreement and the Plan shall continue in effect until ~~September 14, 2015~~ September 14, 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, 2015~~ September 14, 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, 2015~~ September 14, 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, 2015~~ September 14,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.

cba3/00005
a
09/10/15

Section 5. Governmental Rulings

(a. The 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 ~~October 24, 2011~~ 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 and the United States Department of Labor, holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that: (i) contributions to the Fund established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, (ii) the Fund qualifies for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code, (iii) contributions by the Company to, and Benefits (except Automatic Short Week Benefits) paid out of the Fund 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 or Separation Payments paid from the Fund are treated as if they were "wages" solely for purposes of Federal income tax withholding as provided in the 1969 Tax Reform Act), and (iv) no part of any such contributions or of any Benefits paid are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee; provided, however, that if the 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.

cba3/00006
c
10/15/2015

(c) The Company shall apply promptly to the appropriate agencies for the rulings described in Subsection (a) of this Section.

(d) Notwithstanding any other provision of this Agreement or of the Plan, the Company, with the consent of the National Ford Director of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in Subsection (a) of this Section or in Section 2 of Article VIII of the Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in Part B.

**Section 6. ~~Entry Level and~~ In-Progression and Certain Other Employees**

~~Individuals~~ In-Progression Employees hired on or after November 19, 2007, ~~designated as "Entry Level" employees, as defined in the 2007 UAW-Ford National Agreement,~~ will be eligible for benefits as set forth in ~~the provisions of the Letters of Understanding, UAW-Ford Entry Level Wage & Benefit Agreement, provided in the 2007 National Agreement.~~ Article III, Duration of Benefits, Section 1 (c).

Skilled Trades employees hired after October 24, 2011, In-Progression Employees who transition to Skilled Trades, and former Entry Level employees who transitioned to Regular employment during 2015 shall be eligible for benefits as set forth in Article III, Duration of Benefits, Section 1 (a) and (b), except as specified in Letter of Understanding dated XX/XX/XXXX, Subject: Benefits for Former "Entry Level" Employees Who Transitioned to Regular Employment and Certain Skilled Trades Employees.

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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney
~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Mark Jones
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~
Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

UAW

International Union
~~Bob King~~
Dennis Williams
Jimmy Settles
~~Frank DiGiorgio~~
Greg Drudi
~~Wendy Fields-Jacobs~~
Chuck Browning
~~Greg Drudi~~
Darryl Nolen
~~Chuck Browning~~
Bob Tiseo
~~Frank Keatts~~
Don Godfrey
~~Darryl Nolen~~
Garry Bernath
~~Ruben Flores~~

National Ford Council
~~Joel Goddard, Subcouncil #6~~
Bernie Ricke, Subcouncil #1
Scott Eskridge, Subcouncil #2
Anthony Richard, Subcouncil #1
Tim Rowe, Subcouncil #2
~~Dwayne Walker, Subcouncil #2~~
Fred Weems, Subcouncil #2
~~Anthony Richard, Subcouncil #1~~
Jeff Wright, Subcouncil #2
~~Larry Brdak, Subcouncil #3~~
Greg Tyler, Subcouncil #3
~~Mike Whited, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
~~Jerry Lawson, Subcouncil #4~~
T. J. Gomez, Subcouncil #4
~~Dan Weaver, Subcouncil #4~~
Mark Payne, Subcouncil #4
Dave Mason, Subcouncil #5

cba3/00010/1
d
11/03/2015

~~Tony Vultaggio, Subcouncil #5~~
Jim Caygill, Subcouncil #5
~~Tom Kanitz, Subcouncil #6~~
Romeo Torres, Subcouncil #7
~~Matthew Barnett, Subcouncil #7~~
Anderson Robinson Jr., Recording Secretary

cba3/00010/2
d
11/03/2015

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 ~~October 24, 2011~~ 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 ~~2011~~ 2015 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;

cba3/00011/2
c
10/15/2015

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 ~~October 24, 2011~~ 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.

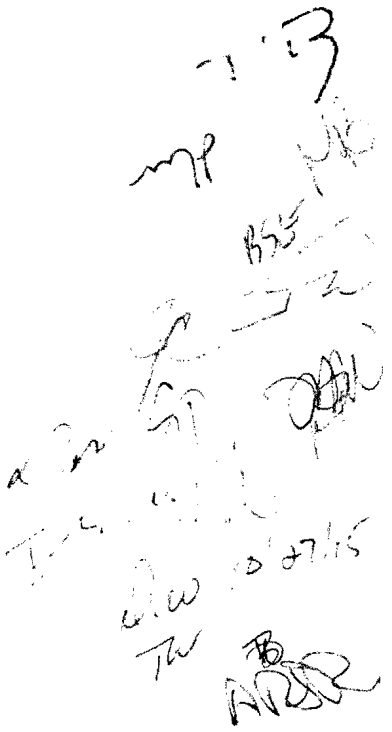
(2) The Employee had at least one year of Seniority as of the last day of such Week (or during some part of such Week the Employee had at least one year of Seniority and broke Seniority by reason of death or of retirement under the provisions of the Retirement Plan established by agreement between the 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.

(c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Plan for that Week.



cba3/00015/2
a
10/22/15

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 ~~2011~~ 2015 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.

## ARTICLE II AMOUNT OF BENEFITS

### SECTION 1. REGULAR BENEFITS

(a) The Regular Benefit payable to an eligible Employee for any full Week shall be an amount which, when added to the Employee's State Benefit and other compensation, will equal, on average, 95% of the Employee's Weekly After-Tax Pay as set forth in the Regular Benefit Table provided below, minus $30.00 to take into account work-related expenses not incurred; provided, however, that such benefit shall not exceed $200 for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (ii) or (vi) of Section 1(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section 3(b)(3) of Article I); except 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 the application of the maximum provided for in this Paragraph.

**Regular Benefit Table**

| Base Hourly Wage | | | Regular SUB Benefit* | | |
|---|---|---|---|---|---|
| Under | | $14.30 | | | $423.28 |
| $14.31 | - | $14.50 | $423.58 | - | $429.20 |
| $14.51 | - | $14.70 | $429.50 | - | $435.12 |
| $14.71 | - | $14.90 | $435.42 | - | $441.04 |
| $14.91 | - | $15.10 | $441.34 | - | $446.96 |
| $15.11 | - | $15.30 | $447.26 | - | $452.88 |
| $15.31 | - | $15.50 | $453.18 | - | $458.80 |
| $15.51 | - | $15.70 | $459.10 | - | $464.72 |
| $15.71 | - | $15.90 | $465.02 | - | $470.64 |
| $15.91 | - | $16.10 | $470.94 | - | $476.56 |
| $16.11 | - | $16.30 | $476.86 | - | $482.48 |
| $16.31 | - | $16.50 | $482.78 | - | $488.40 |
| $16.51 | - | $16.70 | $488.70 | - | $494.32 |
| $16.71 | - | $16.90 | $494.62 | - | $500.24 |
| $16.91 | - | $17.10 | $500.54 | - | $506.16 |
| $17.11 | - | $17.30 | $506.46 | - | $512.08 |
| $17.31 | - | $17.50 | $512.38 | - | $518.00 |
| $17.51 | - | $17.70 | $518.30 | - | $523.92 |
| $17.71 | - | $17.90 | $524.22 | - | $529.84 |
| $17.91 | - | $18.10 | $530.14 | - | $535.76 |

| | | | | | |
|---|---|---|---|---|---|
| $18.11 | - | $18.30 | $536.03 | - | $541.68 |
| $18.31 | - | $18.50 | $541.98 | - | $547.60 |
| $18.51 | - | $18.70 | $547.90 | - | $553.52 |
| $18.71 | - | $18.90 | $553.82 | - | $559.44 |
| $18.91 | - | $19.10 | $559.74 | - | $565.36 |
| $19.11 | - | $19.30 | $565.66 | - | $571.28 |
| $19.31 | - | $19.50 | $571.58 | - | $577.20 |
| $19.51 | - | $19.70 | $577.50 | - | $583.12 |
| $19.71 | - | $19.90 | $583.42 | - | $589.04 |
| $19.91 | - | $20.10 | $589.34 | - | $594.96 |
| $20.11 | - | $20.30 | $595.26 | - | $600.88 |
| $20.31 | - | $20.50 | $601.18 | - | $606.80 |
| $20.51 | - | $20.70 | $607.10 | - | $612.72 |
| $20.71 | - | $20.90 | $613.02 | - | $618.64 |
| $20.91 | - | $21.10 | $618.94 | - | $624.56 |
| $21.11 | - | $21.30 | $624.86 | - | $630.48 |
| $21.31 | - | $21.50 | $630.78 | - | $636.40 |

* Prorated for incremental amounts on the basis of the Employee's highest base hourly wage rate in the previous 13 weeks

## Regular Benefit Table (cont.)

| Base Hourly Wage | | | Regular SUB Benefit* | | |
|---|---|---|---|---|---|
| $21.51 | - | $21.70 | $636.70 | - | $642.32 |
| $21.71 | - | $21.90 | $642.62 | - | $648.24 |
| $21.91 | - | $22.10 | $648.54 | - | $654.16 |
| $22.11 | - | $22.30 | $654.46 | - | $660.08 |
| $22.31 | - | $22.50 | $660.38 | - | $666.00 |
| $22.51 | - | $22.70 | $666.30 | - | $671.92 |
| $22.71 | - | $22.90 | $672.22 | - | $677.84 |
| $22.91 | - | $23.10 | $678.14 | - | $683.76 |
| $23.11 | - | $23.30 | $684.06 | - | $689.68 |
| $23.31 | - | $23.50 | $689.98 | - | $695.60 |
| $23.51 | - | $23.70 | $695.90 | - | $701.52 |
| $23.71 | - | $23.90 | $701.82 | - | $707.44 |
| $23.91 | - | $24.10 | $707.74 | - | $713.36 |
| $24.11 | - | $24.30 | $713.66 | - | $719.28 |
| $24.31 | - | $24.50 | $719.58 | - | $725.20 |
| $24.51 | - | $24.70 | $725.50 | - | $731.12 |
| $24.71 | - | $24.90 | $731.42 | - | $737.04 |
| $24.91 | - | $25.10 | $737.34 | - | $742.96 |
| $25.11 | - | $25.30 | $743.26 | - | $748.88 |
| $25.31 | - | $25.50 | $749.18 | - | $754.80 |
| $25.51 | - | $25.70 | $755.10 | - | $760.72 |
| $25.71 | - | $25.90 | $761.02 | - | $766.64 |
| $25.91 | - | $26.10 | $766.94 | - | $772.56 |
| $26.11 | - | $26.30 | $772.86 | - | $778.48 |
| $26.31 | - | $26.50 | $778.78 | - | $784.40 |
| $26.51 | - | $26.70 | $784.70 | - | $790.32 |

| | | | | | |
|---|---|---|---|---|---|
| $26.71 | - | $26.90 | $790.62 | - | $796.24 |
| $26.91 | - | $27.10 | $796.54 | - | $802.16 |
| $27.11 | - | $27.30 | $802.46 | - | $808.08 |
| $27.31 | - | $27.50 | $808.38 | - | $814.00 |
| $27.51 | - | $27.70 | $814.30 | - | $819.92 |
| $27.71 | - | $27.90 | $820.22 | - | $825.84 |
| $27.91 | - | $28.10 | $826.14 | - | $831.76 |
| $28.11 | - | $28.30 | $832.06 | - | $837.68 |
| $28.31 | - | $28.50 | $837.98 | - | $843.60 |
| $28.51 | - | $28.70 | $843.90 | - | $849.52 |
| $28.71 | - | $28.90 | $849.82 | - | $855.44 |

* Prorated for incremental amounts on the basis of the Employee's highest base hourly wage rate in the previous 13 weeks

## Regular Benefit Table (cont.)

| Base Hourly Wage | | | Regular SUB Benefit* | | |
|---|---|---|---|---|---|
| $28.91 | - | $29.10 | $855.74 | - | $861.36 |
| $29.11 | - | $29.30 | $861.66 | - | $867.28 |
| $29.31 | - | $29.50 | $867.58 | - | $873.20 |
| $29.51 | - | $29.70 | $873.50 | - | $879.12 |
| $29.71 | - | $29.90 | $879.42 | - | $885.04 |
| $29.91 | - | $30.10 | $885.34 | - | $890.96 |
| $30.11 | - | $30.30 | $891.26 | - | $896.88 |
| $30.31 | - | $30.50 | $897.18 | - | $902.80 |
| $30.51 | - | $30.70 | $903.10 | - | $908.72 |
| $30.71 | - | $30.90 | $909.02 | - | $914.64 |
| $30.91 | - | $31.10 | $914.94 | - | $920.56 |
| $31.11 | - | $31.30 | $920.86 | - | $926.48 |
| $31.31 | - | $31.50 | $926.78 | - | $932.40 |
| $31.51 | - | $31.70 | $932.70 | - | $938.32 |
| $31.71 | - | $31.90 | $938.62 | - | $944.24 |
| $31.91 | - | $32.10 | $944.54 | - | $950.16 |
| $32.11 | - | $32.30 | $950.46 | - | $956.08 |
| $32.31 | - | $32.50 | $956.38 | - | $962.00 |
| $32.51 | - | $32.70 | $962.30 | - | $967.92 |
| $32.71 | - | $32.90 | $968.22 | - | $973.84 |
| $32.91 | - | $33.10 | $974.14 | - | $979.76 |
| $33.11 | - | $33.30 | $980.06 | - | $985.68 |
| $33.31 | - | $33.50 | $985.98 | - | $991.60 |
| $33.51 | - | $33.70 | $991.90 | - | $997.52 |
| $33.71 | - | $33.90 | $997.82 | - | $1,003.44 |
| $33.91 | - | $34.10 | $1,003.74 | - | $1,009.36 |
| $34.11 | - | $34.30 | $1,009.66 | - | $1,015.28 |
| $34.31 | - | $34.50 | $1,015.58 | - | $1,021.20 |
| $34.51 | - | $34.70 | $1,021.50 | - | $1,027.12 |
| $34.71 | - | $34.90 | $1,027.42 | - | $1,033.04 |

| | | | | | |
|---|---|---|---|---|---|
| $34.91 | - | $35.10 | $1,033.34 | - | $1,038.96 |
| $35.11 | - | $35.30 | $1,039.26 | - | $1,044.88 |
| $35.31 | - | $35.50 | $1,045.18 | - | $1,050.80 |
| $35.51 | - | $35.70 | $1,051.10 | - | $1,056.72 |
| $35.71 | - | $35.90 | $1,057.02 | - | $1,062.64 |
| $35.91 | - | $36.10 | $1,062.94 | - | $1,068.56 |
| $36.11 | - | $36.30 | $1,068.86 | - | $1,074.48 |
| $36.31 | - | $36.50 | $1,074.78 | - | $1,080.40 |
| $36.51 | - | $36.70 | $1,080.70 | - | $1,086.32 |
| $36.71 | - | $36.90 | $1,086.62 | - | $1,092.24 |
| $36.91 | - | $37.10 | $1,092.54 | - | $1,098.16 |
| $37.11 | - | $37.30 | $1,098.46 | - | $1,104.08 |
| $37.31 | - | $37.50 | $1,104.38 | - | $1,110.00 |
| $37.51 | & | over | $1,110.30 | | |

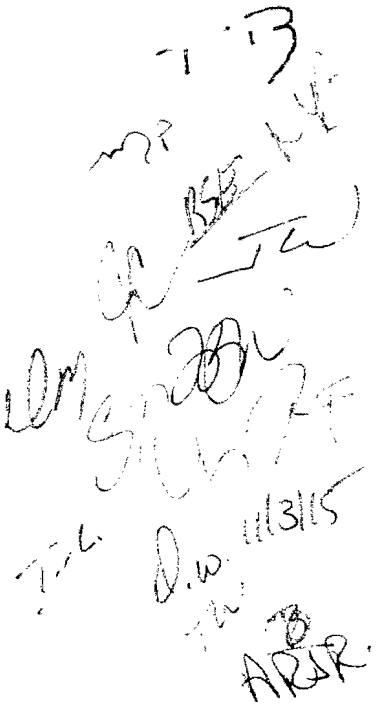
* Prorated for incremental amounts on the basis of the Employee's highest base hourly wage rate in the previous 13 weeks

(b) An otherwise eligible Employee entitled to a Benefit reduced because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the Week, as provided in Section 3(d) of Article I (reason for layoff or eligibility for a disability, pension or retirement benefit, for disciplinary reasons or for any of the reasons stated in Section 3(b)(2)(i) of Article I), will receive 1/5 of a Regular Benefit computed under Subsection (a) of this Section for each work day of the Week in which the Employee is otherwise eligible.

(c) Transition Assistance Plan (TAP) benefits are payable to Employees who are on a qualifying indefinite layoff and have exhausted their Regular Benefit payable. TAP benefits shall be calculated using 50% of the Employee's gross weekly wages, based on a 40-hour Week. In calculating the weekly TAP benefit for an Employee on a qualifying layoff, only the offsets for State System Benefits received for that Week shall apply. ~~Entry Level~~ In-Progression Employees as identified in Appendix V of the UAW-Ford Agreement are not eligible for TAP benefits.

An Employee may elect, prior to becoming eligible to receive TAP benefits, to opt out of TAP benefits and receive a lump-sum cash payment; in doing so, the Employee shall forfeit eligibility for weekly TAP benefit payments, and also shall forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as $10,000 plus the maximum TAP benefit for which the Employee would otherwise be eligible (i.e., 50 percent of the Employee's gross weekly wages, based on a 40-hour week, multiplied by their TAP duration). An

Employee who elects to opt out of the TAP will continue to receive health care coverage for the remainder of the months of extended coverage for which the Employee would have been eligible, based on years of seniority at the time of layoff, had the Employee not elected to opt out of the TAP.



Section 2. Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to an eligible Employee for any Week beginning on or after ~~October 24, 2011~~ 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.

Section 4. Benefit Overpayments

(a) If the Company or the Board shall determine that any Benefit paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification for State System Benefits or otherwise), written notice thereof shall be mailed to the Employee receiving such Benefit and the Employee shall return the amount of overpayment to the Trustee or Company whichever is applicable; provided, however, that no such repayment shall be required if the cumulative overpayment is $3 or less, or if notice has not been given within sixty (60) days from the pay ending date for the pay period in which the error occurred~~the overpayment was established or created~~, or in cases involving legislative changes, no repayment is required if notice has not been given within 60 days of notification from the applicable government agency, except that no such limitation shall be applicable in cases of fraud or willful misrepresentation.

(b) If the Employee shall fail to return such amount promptly, the Trustee or Company shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future Benefits (not to exceed an amount equal to one-half of any one Benefit, up to a maximum of $100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) or Separation Payment otherwise payable to such Employee or by requesting the Company to make a deduction from compensation payable by the Company to such Employee (not to exceed $100 from any one paycheck except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make such deduction from the Employee's compensation and may pay the amount deducted to the Trustee.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any Week for which the Employee has received a State System Benefit, the amount of such Automatic Short Week Benefit, or a portion of such Benefit equivalent to the State System Benefit, whichever is less, shall be treated as an overpayment and deducted in accordance with this Section from future Benefits or compensation payable by the Company.

(d) The Company may adjust for any overpayments or underpayments in the amount of an Automatic Short Week Benefit at the same time as related adjustments are made with respect to any wages for the same Workweek. Such

Automatic Short Week Benefit adjustments shall be shown on the paycheck stub or other equivalent record given to the Employee. Such paycheck stub or equivalent record shall constitute a determination which may be appealed as provided in Section 3 of Article V.

ARTICLE III

DURATION OF BENEFITS

Section 1. Indefinite Layoffs

An Employee, with one or more years of Seniority, on or after ~~October 24, 2011~~ XX/XX/XXXX will be granted income security based on the following:

(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) 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

(c) An ~~Entry Level~~ 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

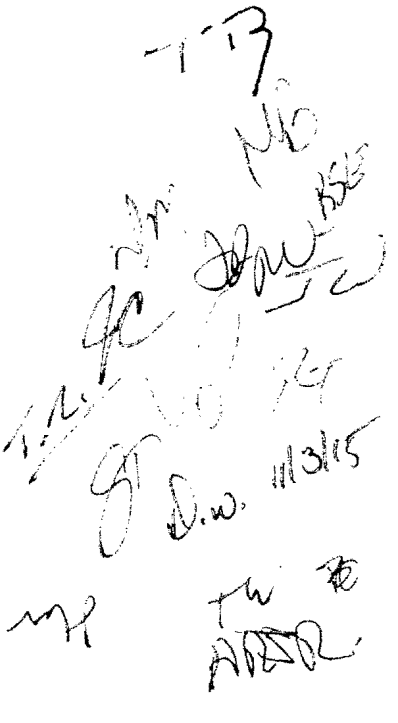
(2) Three (3) or more years - 26 weeks

**Section 2. Temporary Layoffs**

An Employee, with one or more years of Seniority, on or after ~~October 24, 2011~~ 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.

**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 Permit duration.



cba3/00027/2
a
11/02/2015

Section 3. Determination of Dependents

In determining an Employee's dependents for purposes of Regular Benefit determinations, the Company (and the Board) shall be entitled to rely upon the official form filed by the Employee with the Company for income tax withholding purposes; and the Employee shall have the burden of establishing separately with respect to each of his benefit years under the State System that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

cba3/00045
a
09/17/2015

Section 4_3. To Whom Benefits and Separation Payments Are Payable in Certain Conditions

Benefits and Separation Payments shall be payable hereunder only to the Employee who is eligible therefor, except that if the Board shall find that such an Employee is deceased or is unable to manage his affairs for any reason, any such Benefit or Separation Payment payable to him shall be paid to his duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of such Employee as the Board in its discretion may determine. Any Benefit or Separation Payment so paid shall be a complete discharge of any liability with respect to such Benefit or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

Section54. Nonalienation of Benefits and Separation Payments

No Regular Benefit, Leveling Week Benefit, Alternate Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind other than an Assignment and Authorization for Check-Off of Membership Dues, and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any such Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of such Employee in such Benefit or Separation Payment and apply the amount of such Benefit or Separation Payment to or for the benefit of such Employee, his spouse, parents, children or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit or Separation Payment.

Section 65. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of Michigan, except that the eligibility of a person for, and the amount and duration of, State System Benefits shall be determined in accordance with the state laws of the applicable State System.

cba3/00048
a
09/17/2015

Section 2. Company Contributions

(a) General

As of December 1, all Company contribution provisions and requirements under the 1987, 1990, 1993, 1996, 1999, 2003, ~~and~~ 2007, and 2011 Plans shall cease and no further contributions as previously required shall be placed into the Fund. The Fund balance or Company funds shall be used to pay Regular Benefits and Separation Payments due and payable under this 2011~~5~~ Plan.

(b) **Fund Level and Required Contributions**

The Company will make periodic weekly contributions to the Fund to maintain the Fund or provide Company funds at a level sufficient to pay the Regular Benefits 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 Automatic Short 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.

(d) If the Company at any time shall be required to withhold any amount from any contribution to the Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap as defined under subsection (c) above.

Section 3. Liability

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to the Plan, constitute the entire Plan. The provisions of this Article VII express, and shall be deemed to express, completely each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments. The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in the Fund; and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

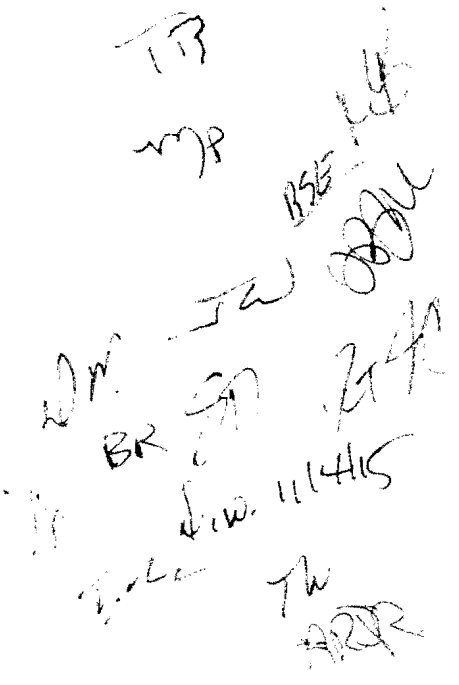
(b) The Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud or from responsibility or liability for any obligation or duty under ERISA.

(d) The Company's total financial liability for the cost of the Plan, including Company contributions to the Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits, Transition Assistance Plan Benefits and payments under the Letter Agreements attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap. Such Cap shall be established at $1.862 billion on the effective date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (a) the average monthly expenditure up to that point in the Agreement or (b) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of (a) the number of months, and fraction thereof, remaining until expiration of the Agreement, or (b) 12. Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall

not exceed $200 million, except as modified by the provisions of the letter dated ~~October 4, 2011~~ XX/XX/XXXX regarding "Exhaustion of SUB Cap".

The parties will monitor the Fund on a regular basis and if it appears that the SUB Maximum Financial Liability Cap, as related to the SUB Plan, will be reached before the end of the Agreement, the parties, by mutual agreement, will have the prerogative to reduce the amount or duration of SUB to provide for an equitable means for distribution of the Company's remaining obligation.



(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) "~~Combined GEN/~~SUB Maximum Financial Liability Cap" means the amount available for ~~GEN and~~ SUB Benefits as described under Article VII, Section 2(c);

(10) "Company" means Ford Motor Company ~~and AAI Employee Services Company, L.C.C. effective March 24, 1997;~~

(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, if before 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;

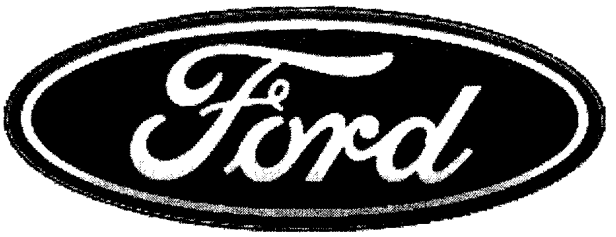
(15) "Employee" means an hourly rated Employee in the Contract Unit and an "~~Entry Level~~ In-Progression Employee" means an hourly rated seniority Employee as defined in Appendix V.

(16) "Effective Date" means ~~October 24, 2011~~ XX/XX/XXXX;

(17) "Fund" means a trust fund established under the Plan to receive and invest Company contributions and to pay Benefits and Separation Payments;

(18) "Guaranteed Benefit Account" means the amount provided under the 1987 SUB Plan;

(19) "Insurance Program" means the insurance program referred to in Section 27 of Article IX of the Collective Bargaining Agreement;




# Profit Sharing

**AGREEMENT CONCERNING**
**PROFIT SHARING PLAN**
**AND**
**FORD MOTOR COMPANY PROFIT SHARING PLAN**
**FOR**
**HOURLY EMPLOYEES IN THE UNITED STATES**

On this XX ~~4th~~ day of XX/XX/XXXX ~~October, 2011~~ 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:

cba3/00231
a
10/22/15

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 ~~FNA~~NA EBIT and the Eligible Profit Share Amount, when based on the Company's earnings before income taxes which excludes other automotive and special reconciling items that management reports to its shareholders, the investment community and to the Securities and Exchange Commission ("SEC") 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 ~~2010~~2014 Annual Report, the Company's North America 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 North America segment or segment 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.

BTS

cba3/00233/2
c'
11/04/2015

(i)

FORD MOTOR COMPANY

PROFIT SHARING PLAN FOR HOURLY EMPLOYEES

IN THE UNITED STATES

20XX PLAN YEAR

| | |
|---|---|
| ~~FNANA~~ 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 | $_____ |

BJ

cba3/00233/3
c
11/04/2015

(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

cba3/00233/4
CI
11/04/2015

Any dispute or disagreement arising between the Company and the Union ~~over the interpretation of any of the terms of~~ 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 ~~may be submitted~~ to a mutually acceptable impartial person for resolution ~~at the request of either party~~ upon 30 days' notice to the other party. ~~In the event the parties are unable to agree upon a mutually acceptable impartial person, the Umpire under the Collective Bargaining Agreement shall make the appointment.~~ 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 ~~F~~NA EBIT or to change the dollar amount of ~~F~~NA 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 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).

~~The impartial person selected hereunder shall have no power to determine questions arising under the Collective Bargaining Agreement.~~ With respect to matters referred to the impartial

person, tThe 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.

BTS

Section 4. Effective Dates and Duration

The Plan as amended will become effective January 1, 2014~~5~~6, 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 4, 2011~~ XX/XX/XXXX, between the Company and the Union. Except as otherwise provided in the Plan, the Agreement dated ~~October 4, 2011~~ XX/XX/XXXX and the Plan incorporated therein shall remain in effect until December 31, ~~2015~~2019 and shall govern payments in ~~2016~~2020 based on any profits in ~~2015~~2019. ~~This Plan shall govern the determination, allocation and payment of any profit sharing paid for the 2011 Plan Year to employees who would have been eligible for profit sharing under the Agreement dated November 3, 2007. The Agreement dated November 3, 2007 shall not apply with respect to the 2011 Plan Year and no profit sharing shall be paid for such Plan Year under such Agreement.~~

SJS

cba3/00236
a
11/03/2015

**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 481216, Attention: Group Vice President, Human Resources and Corporate Services, 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.

10/27
CAB

cba3/00237/1
a
10/22/15

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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney
~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Rick Puckett
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~
Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

UAW

International Union
~~Bob King~~
Dennis Williams
Jimmy Settles
~~Frank DiGiorgio~~
Greg Drudi
~~Wendy Fields-Jacobs~~
Chuck Browning
~~Greg Drudi~~
Darryl Nolen
~~Chuck Browning~~
Bob Tiseo
~~Frank Keatts~~
Don Godfrey
~~Darryl Nolen~~
Garry Bernath
~~Ruben Flores~~

National Ford Council
~~Joel Goddard, Subcouncil #6~~
Bernie Ricke, Subcouncil #1
Scott Eskridge, Subcouncil #2
Anthony Richard, Subcouncil #1
Tim Rowe, Subcouncil #2
~~Dwayne Walker, Subcouncil #2~~
Fred Weems, Subcouncil #2
~~Anthony Richard, Subcouncil #1~~
Jeff Wright, Subcouncil #2
~~Larry Brdak, Subcouncil #3~~
Greg Tyler, Subcouncil #3
~~Mike Whited, Subcouncil #3~~
Mike Beydoun, Subcouncil #3
~~Jerry Lawson, Subcouncil #4~~
T. J. Gomez, Subcouncil #4
~~Dan Weaver, Subcouncil #4~~
Mark Payne, Subcouncil #4
Dave Mason, Subcouncil #5

10/22
CBS

cba3/00237/2
a
10/22/15

~~Tony Vultaggio, Subcouncil #5~~
Jim Caygill, Subcouncil #5
~~Tom Kanitz, Subcouncil #6~~
Romeo Torres, Subcouncil #7
~~Matthew Barnett, Subcouncil #7~~
Anderson Robinson Jr., Recording Secretary

cba3/00237/3
a
10/22/15

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 ~~long~~ short-term supplemental 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.

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 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 ~~long~~ short-term supplemental 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;

BS

cba3/00243
a
11/02/2015

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 4, 2011~~ 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.

5. "Eligible Profit Share Amount" shall mean the amount calculated by multiplying 1.0 by each 1.0 million dollars of ~~FNA~~NA EBIT~~., provided that the result of such calculation shall not exceed $12,000. In addition,~~ Sshould ~~FNA~~NA 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.

ISB

cba3/00245
b
11/05/2015

6. "~~FNA~~NA EBIT" shall mean the Company's North American income or loss before income taxes excluding extra-ordinary items, other automotive reconciling items (i.e. income/expense on debt and investments and related fair value adjustments) and special reconciling items as determined by the Company, in the manner used to report ~~2010~~2014 Ford North America "Income/Loss before income taxes" in Note ~~28~~24 of the Company's ~~2010~~2014 Form 10-K. As in ~~2010~~2014, this definition will result in the exclusion from ~~FNA~~NA EBIT 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 ~~FNA~~NA EBIT, as defined above, the affected calculation shall be performed in a manner consistent with the disclosure of financial performance to the Company's shareholders and/or investment analysts of the Company's operational and financial performance for North America. In the event of a future change in the disclosure of NA EBIT, the Company 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.

cba3/00246
b
11/04/2015

10. "Plan Year Profit Sharing Fund" shall mean, for any Plan Year:

(i) An amount determined by multiplying the Eligible Profit Share Amount by the number of Participants with greater than or equal to 1,850 Compensated Hours,

plus

(ii) An amount determined by multiplying the Eligible Profit Share Amount by the number of Participants with less than 1,850 Compensated Hours, the product of which will then be multiplied by the average Compensated Hours for such Participants with Compensated Hours less than 1,850 divided by 1,850.

11. "Profit Share Per Compensated Hour" shall mean the amount calculated by dividing the Plan Year Profit Sharing Fund for a Plan Year by the aggregate number of Compensated Hours of all Participants for such Plan Year.

12. "Profit Share Amount" shall mean the amount to be paid to a Participant for a Plan Year, determined by multiplying such Participant's Compensated Hours for such Plan Year by the Profit Share Per Compensated Hour for such Plan Year. The Participants Profit Share Amount shall be rounded using the common method to the nearest cent. Compensated Hours shall not be capped for purposes of calculating a Participant's Profit Share Amount.

BJS

cba3/00247
b
11/04/2015

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 audited financial statements will include a segment reporting footnote, as required under generally accepted accounting principles, which includes the Company's North American earnings before income taxes which excludes other automotive and special reconciling items (FNA EBIT). Upon filing of the Form 10-K with the SEC, the computations and calculations reflected therein, including, without limitation, the FNA EBIT as utilized in this Plan, shall be final and binding on the Company, Participant and any beneficiaries for the purposes of the Plan.

BB

cba3/00258
a
11/03/15

VI. Operation and Administration

Except as provided for in Section 3, Tthe Company as Administrator of the Plan shall have the authority to control and manage the operation and administration of this Plan. The Company will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decisions of the Company will be final and binding upon any Participant or beneficiary.

# Tax Efficient Savings Plan

AGREEMENT CONCERNING

TAX-EFFICIENT SAVINGS PLAN

FOR HOURLY EMPLOYEES

AND

FORD MOTOR COMPANY

TAX-EFFICIENT SAVINGS PLAN

FOR HOURLY EMPLOYEES

On this ~~4th day of October, 2011~~ 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, agree as follows:

MAR 9/4/15
BDS 9/4/15
RW 9/4/15
cba3/00401
a
08/28/15

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 ~~the~~ 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 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 ~~October 4, 2011~~XX/XX/XXXX 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 ~~September 14, 2015~~September XX, 2019, (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 ~~September 14, 2015~~September XX, 2019, 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.

cba3/00402/2
a
11/04/15

If either party shall desire to terminate this Agreement, it may do so on ~~September 14, 2015~~September XX, 2019, 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 ~~2015~~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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Mark Jones
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~

cba3/00402/3
a
11/04/15

~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

**UAW**

| International Union | National Ford Council |
|---|---|
| ~~Bob King~~ | ~~Joel Goddard, Subcouncil #6~~ |
| Dennis Williams | Bernie Ricke, Subcouncil #1 |
| Jimmy Settles | Scott Eskridge, Subcouncil #2 |
| ~~Frank DiGiorgio~~ | Anthony Richard, Subcouncil #1 |
| Greg Drudi | Tim Rowe, Subcouncil #2 |
| ~~Wendy Fields-Jacobs~~ | ~~Dwayne Walker, Subcouncil #2~~ |
| Chuck Browning | Fred Weems, Subcouncil #2 |
| ~~Greg Drudi~~ | ~~Anthony Richard, Subcouncil #1~~ |
| Darryl Nolen | Jeff Wright, Subcouncil #2 |
| ~~Chuck Browning~~ | ~~Larry Brdak, Subcouncil #3~~ |
| Bob Tiseo | Greg Tyler, Subcouncil #3 |
| ~~Frank Keatts~~ | ~~Mike Whited, Subcouncil #3~~ |
| Don Godfrey | Mike Beydoun, Subcouncil #3 |
| ~~Darryl Nolen~~ | ~~Jerry Lawson, Subcouncil #4~~ |
| Garry Bernath | T. J. Gomez, Subcouncil #4 |
| ~~Ruben Flores~~ | ~~Dan Weaver, Subcouncil #4~~ |
| | Mark Payne, Subcouncil #4 |
| | Dave Mason, Subcouncil #5 |
| | ~~Tony Vultaggio, Subcouncil #5~~ |
| | Jim Caygill, Subcouncil #5 |
| | ~~Tom Kanitz, Subcouncil #6~~ |
| | Romeo Torres, Subcouncil #7 |
| | ~~Matthew Barnett, Subcouncil #7~~ |

Anderson Robinson Jr., Recording Secretary

MMK
RW
BJB

cba3/00402/4
a
11/04/15



D.W. 11/5/15

**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 last restatement of the Plan as of ~~November 3, 2007~~XX/XX/XXXX. 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, and other applicable laws and regulatory guidance.

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, 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 ~~Tax-Efficient Savings~~Pre-Tax Contribution Account, Roth Contribution Account, After-Tax ~~Savings~~ 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 ~~Savings~~ 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 ~~Savings~~ 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~~ Value of ~~assets~~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. "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 2 of Paragraph IV hereof.~~

~~8~~7. "Code" shall mean the Internal Revenue Code of 1986, as amended.

~~9~~8. "Collective Bargaining Agreement" shall mean the Collective Bargaining Agreement dated ~~October 4, 2011~~XX/XX/XXXX between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW.

~~10~~9. "Committee" shall mean the Committee created by the Company pursuant to the provisions of Paragraph XX hereof.

~~11~~10. "Company" shall mean Ford Motor Company.

~~12~~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'.

~~13~~12. "Company Contribution Eligible Employee" ("CCE Employee") shall mean the following Employees who are employed by a Participating Company on or after November 19, 2007:

(a) ~~(a)~~ An Employee who is hired or rehired under the UAW--Ford ~~Entry Level~~ In-Progession Wage and Benefit Agreement

(b) ~~(b)~~ Skilled Direct Hire

A CCE Employee shall not include temporary ~~part-time Employees, long-term supplemental E~~employees or any group of CCE Employees ~~which is~~ specifically excluded from eligibility to receive Company Contributions, as mutually agreed between the Union and the Company.

~~14~~13. "Company stock" shall mean common stock of the Company.

~~15~~14. "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.

~~16~~15. "Contributions" shall mean any one of a Member's After--Tax ~~Savings~~ Contributions, Tax~~-Efficient Savings~~ Advantaged Contributions, ~~Catch-up Contributions,~~ Supplemental Contributions, Retirement Contributions and rollover contributions.

~~17~~16. "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.

~~18~~17. "Earnings', with reference to ~~Tax-Efficient Savings Contributions,~~ After-Tax ~~Savings~~ Contributions, ~~Catch-Up~~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.

~~19~~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 ~~Pay~~ hours
(l) Apprentice ~~Pay~~hours

Effective January 1, 2012, the total of all such hours shall not exceed 40 hours in any weekly pay period, 2,080 hours annually.

~~20~~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.

~~21~~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.

~~22~~21. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

~~23~~22. "Ford Service Date" shall mean the date of an Employee's most recent hire or rehire.

~~24~~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.

~~25~~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 "SSgA 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.

~~26~~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.

~~27~~28. "Interest Income Fund Manager" shall mean one or more persons or companies, corporations, or other organizations appointed by the Company to manage the assets of the Interest Income Fund. The Trustee may be designated an Interest Income Fund Manager by the Company.

~~28~~29. "Investment Process Committee" or "IPC" shall mean the committee created by the Company pursuant to the provisions of Paragraph XX of the Plan.

~~29~~30. "Investment Process Oversight Committee" or "IPOC" shall mean the committee created by the Company pursuant to the provisions of Paragraph XX of the Plan.

31. "Lump Sum Bonus Amount(s)" shall mean bonus payment(s) typically paid to Employees in the form of a lump sum, excluding moving allowances.

~~30~~32. "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 ~~Tax- Efficient Savings Election~~ Pre-Tax Contribution, Roth Contribution, After-Tax Contribution, Pre-Tax Catch-Up Contribution and/or Roth Catch-Up Contribution to the Plan~~or an election authorizing After- Tax Savings Contributions and/or Catch-Up Contributions to the Plan~~, (b) a CCE Employee, and (c) a person who has assets under the Plan.

~~31~~33. "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.

~~3233~~. ~~"Performance Bonus Payments" shall mean payments to Members pursuant to Article IX, Section 2 (b)(1) of the Collective Bargaining Agreement.~~

~~3334~~. "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~~?~~.

~~3435~~. "Plan Year" shall mean the 12-month period beginning each January 1 and ending on the following December 31.

36. "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.

37. "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.

38. "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.

39. "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.

~~3540~~. "Profit Sharing Amounts" shall mean amounts distributed to hourly employees under profit sharing plans of a Participating Company.

~~3641~~. "Retirement Contributions" shall mean amounts contributed by the Company to the Account of a CCE Employee under the Plan as provided in this Paragraph I and Paragraphs II and IV hereof.

~~37~~42. "Retirement Contributions Account" shall mean an Account of a CCE Employee to which is credited Retirement Contributions and Earnings thereon.

~~38~~43. ~~———~~"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.

~~39~~44. ~~———~~"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.

45. "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. "Roth Contributions" shall mean amounts contributed by an Employee to the Plan, as provided in Subparagraph 2 of Paragraph IV hereof.

47. "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.

~~40. "SSgA Global Equity Index Fund – Class A" shall mean that portion of the Trust Fund under the Plan consisting of investments made by the Trustee in accordance with Subparagraph 2 of Paragraph XIII hereof.~~

~~41. "SSgA Global Equity Index Fund – Class A Units" shall mean the measure of a Member's interest in the SSgA Global Equity Index Fund – Class A as described in Subparagraph 2 of Paragraph XIII hereof.~~

~~42~~48. "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.

~~43~~49. ~~———~~"Supplemental Contributions" shall mean amounts contributed by the Company to the Account of a CCE Employee under the Plan beginning in 2010, as provided in this Paragraph I and Paragraphs II and IV hereof.

~~44~~50. ~~———~~"Supplemental Contribution~~s~~ Account" shall mean an Account of a CCE Employee to which is credited Supplemental Contributions and Earnings thereon.

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.

~~45. "Tax-Efficient Savings Account" shall mean an account of a Member under the Plan to which are credited Tax-Efficient Savings Contributions on behalf of such Employee and Earnings thereon.~~

~~46. "Tax-Efficient Savings Election" shall mean an agreement between an Employee and the Participating Company to have the Employee's Wages or Profit Sharing Distributions 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.~~

~~47. "Tax-Efficient Savings Contributions" shall mean amounts contributed by the Company to the Plan on behalf of an Employee, pursuant to a Tax-Efficient Savings Election, as provided in Paragraph IV hereof.~~

~~48~~52. "Trustee" shall mean the trustee or trustees appointed by the Company pursuant to the provisions of Paragraph XVI hereof.

~~49~~53. "Trust Agreement" shall mean the agreement or agreements establishing the Trust Fund and appointing the Trustee.

~~50~~54. "Trust Fund" shall mean the assets of the Plan held by the Trustee for the benefit of the Members.

55. "Union" shall mean the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW.

~~51~~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 ~~P~~performance ~~B~~bonus ~~P~~payments to which an Employee of a Participating Company is entitled prior to giving effect to any ~~Tax-Efficient Savings~~Pre-Tax Contribution Election or Pre-tax Catch-Up Contributions~~s~~ election. 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).

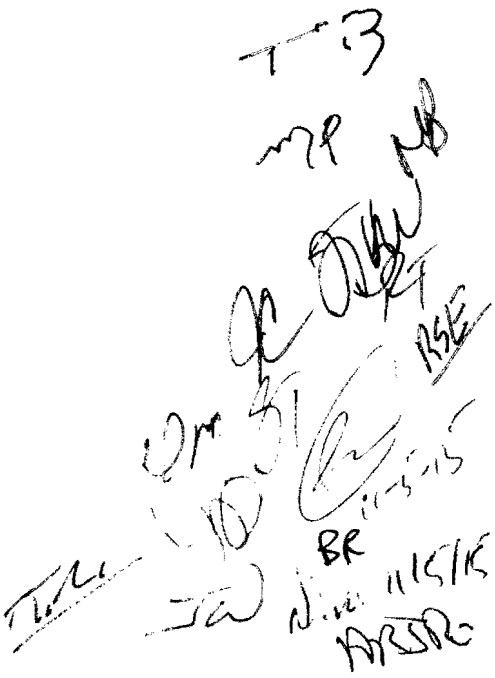
~~"~~Wages~~"~~ shall not include any other category of compensation (e.g., overtime premium pay, Saturday and Sunday premium pay, cost-of-living allowance not applicable to the foregoing, call-in pay, shift premium pay, seven-day premium pay, holiday premium pay, grievance awards, moving allowances, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short-week benefit payments and ~~transition~~ Transition ~~assistance~~ Assistance ~~plan~~ 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.



II. Eligibility

Except as hereinafter provided, each Employee of a Participating Company shall be eligible for membership in the Plan and to make After-Tax ~~Savings~~ Contributions and ~~to have Tax-Efficient Savings~~ Tax Advantaged Contributions ~~and Catch-Up Contributions (if at least age 50 or over by December 31) made~~ to the Plan three months after such Employee's initial date of hire. Effective January 1, 2016, or as soon as administratively applicable, for purposes of Tax Advantaged Contributions and After-Tax Contributions only, eligibility for each Employee shall begin immediately upon hire or rehire.

For purposes of this Paragraph II, a CCE Employee is first eligible for Supplemental Contributions 90 days after such CCE Employee's Ford Service Date. Such Employee is eligible for Retirement Contributions immediately upon hire or rehire. Effective January 1, 2016, or as soon as administratively applicable, eligibility for Supplemental Contributions for each CCE Employee shall begin immediately upon hire or rehire.

The Company may in its discretion determine, in the event of the acquisition by a Participating Company (by purchase, merger or otherwise) of all or part of the assets of another corporation, that the service of a person as an employee of such other corporation shall be included in ascertaining whether the Employee has had such service as required above for eligibility, provided that the Employee shall have become an Employee of a Participating Company in connection with such acquisition.

Leased employees are not considered Employees and are therefore excluded from eligibility for membership in the Plan. The term "leased employee" includes 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 Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Company. For purposes of this subparagraph, the term Company shall include the Company and its subsidiaries.

cba3/00415
c'
11/04/15

## III. 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 ~~Tax-Efficient Savings~~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 ~~Savings~~ Contribution election, ~~and/or~~ a Pre-Tax Catch-Up Contribution election, and/or a Roth Catch-Up Contribution election in accordance with Paragraph IV hereunder.

A CCE 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 CCE 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.

IV. Contributions

1. ~~Tax-Efficient Savings~~Pre-Tax Contributions

Each eligible Employee, by making a ~~Tax-Efficient Savings~~Pre-Tax Contribution Election in such form and in such manner and at such time as the Committee may prescribe, may elect to have contributed to the Plan on the Employee's behalf:

(a) For each pay period, a ~~Tax-Efficient Savings~~Pre-Tax Contribution in such amount as the Employee may authorize at a rate of not less than one percent nor more than 50 percent in increments of one percent, of the Employee's Wages for such pay period, such amounts to be rounded to the nearest cent, and

(b) For each Profit Sharing Amount, and effective January 1, 2011, any amount paid at the discretion of the Company that is not part of, but paid with, the Profit Sharing Amount, a ~~Tax-Efficient Savings~~Pre-Tax Contribution in such amount as the Employee may authorize at a rate of not less than one percent, nor more than 100 percent, in increments of one percent, of such Profit Sharing Amount and any discretionary payment as described herein.

(c) For each Lump Sum Bonus Amount, and effective December 1, 2015, or as soon after as administratively practicable, any amount paid at the discretion of the Company that is not part of, but paid with, the Lump Sum Bonus Amount, a Pre-Tax Contribution in such amount as the Employee may authorize at a rate of not less than one percent, nor more than 100 percent, in increments of one percent, of such Lump Sum Bonus Amount and any discretionary payment as described herein.

Subject to the foregoing provisions of this Paragraph IV, the rate of ~~Tax-Efficient Savings~~Pre-Tax Contributions with respect to Wages authorized by the Employee may be decreased, increased or stopped by the Employee by delivering notice of such change in such form and in such manner and at such time as the Committee shall specify. If an Employee shall become ineligible to have ~~Tax-Efficient Savings~~Pre-Tax Contributions made to the Plan, the Employee's ~~Tax-Efficient Savings~~Pre-Tax Contribution Election shall terminate forthwith. If the ~~Tax-Efficient Savings~~Pre-Tax Contribution Election of an Employee shall terminate for any reason, the Employee thereafter may,

subject to the eligibility provisions of the Plan, resume the making of ~~Tax-Efficient Savings~~Pre-Tax Contributions to the Plan, as of the first day of any pay period by giving notice in such form and in such manner and at such time as the Committee shall specify.

The Company shall contribute to the Plan each pay period, out of current or accumulated earnings and profits, an amount equal to the aggregate of the amounts of ~~Tax-Efficient Savings~~Pre-Tax Contributions to be contributed by the Company on behalf of Employees pursuant to such Employees' ~~elections under Tax-Efficient Savings~~Pre-Tax Contribution Elections with respect to such pay period.

2. Roth Contributions

On and after August 1, 2013, each eligible Employee, by making a Roth Contribution election in such form and in such manner and at such time as the Committee may prescribe, may elect to have contributed to the Plan on an after-tax basis on the Employee's behalf:

(a) For each pay period, a Roth Contribution in such amount as the Employee may authorize at a rate of not less than one percent nor more than 50 percent in increments of one percent, of the Employee's Wages for such pay period, such amounts to be rounded to the nearest cent, and

(b) For each Profit Sharing Amount, and effective August 1, 2013, any amount paid at the discretion of the Company that is not part of, but paid with, the Profit Sharing Amount, a Roth Contribution in such amount as the Employee may authorize at a rate of not less than one percent, nor more than 100 percent, in increments of one percent, of such Profit Sharing Amount and any discretionary payment as described herein.

(c) For each Lump Sum Bonus Amount, and effective December 1, 2015, or as soon after as administratively practicable, any amount paid at the discretion of the Company that is not part of, but paid with, the Lump Sum Bonus Amount, a Roth Contribution in such amount as the Employee may authorize at a rate of not less than one percent, nor more than 100 percent, in increments of one percent, of such Lump Sum Bonus Amount and any discretionary payment as described herein.

Subject to the foregoing provisions of this Paragraph IV, the rate of Roth Contributions authorized by the Employee may be decreased, increased or stopped by the Employee by delivering notice of such change in such form and in such manner and at such time as the Committee shall specify. If an Employee shall become ineligible to have Roth Contributions made to the Plan, the Employee's Roth Contribution election shall terminate forthwith. If the Roth Contribution election of an Employee shall terminate for any reason, the Employee thereafter may, subject to the eligibility provisions of the Plan, resume making Roth Contributions to the Plan, as of the first day of any pay period by giving notice in such form and in such manner and at such time as the Committee shall specify.

The Company shall contribute to the Plan each pay period, out of current or accumulated earnings and profits, an amount equal to the aggregate of the amounts of Roth Contributions to be contributed by the Company on behalf of Employees pursuant to such Employees' Roth Contribution elections with respect to such pay period.

~~23.~~ Pre-Tax Catch-Up Contributions

For Plan Years commencing December 31, 2001 and thereafter, all Members who are eligible to make ~~Tax-Efficient Savings~~Pre-Tax Contributions and who have attained age 50 before the close of the Plan Year shall be eligible to make Pre-Tax Catch-Up Contributions in accordance with, and subject to the limitations of Code Section 414(v). Such Pre-Tax Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416, as applicable, by reason of the making of such Pre-Tax Catch-Up Contributions. Each eligible Employee, by delivering notice in such form and in such manner and at such time as the Committee shall specify, may elect to have the Company allocate Wages on a pre-tax basis on the Employee's behalf as Pre-Tax Catch-Up Contributions for each pay period not in excess of 50 percent of the Employee's Wages for such pay period designated in whole percentage amount of Wages. Pre-Tax Catch-Up Contributions may be made concurrent with any other contribution election (dual-election method) under this Paragraph IV in implementing the provisions of Treasury Regulations Section 1.414(v)-1(e)(1)(7)(ii)(A).

The rate of Pre-Tax Catch-Up Contributions with respect to Wages authorized by the Employee may be decreased, increased or stopped by the Employee by delivering notice of such change in such form and in such manner and at such time as the Committee shall specify. If the Pre-Tax Catch-Up Contribution election of an Employee shall terminate for any reasons, the Employee thereafter may~~, subject to the eligibility provisions of the Plan,~~ resume the making of Pre-Tax Catch-Up Contributions to the Plan, subject to the eligibility provisions of the Plan.

4. Roth Catch-Up Contributions

On and after August 1, 2013, each Member who is eligible to make Roth Contributions and who has attained age 50 before the close of the Plan Year may elect to have Roth Catch-Up Contributions contributed on an after-tax basis on behalf of such Member for each pay period not in excess of 50 percent of the Member's Wages for such pay period designated in whole percentage amount of Wages. Roth Catch-Up Contributions may be made concurrent with any other contribution election (dual-election method) under this Paragraph IV in implementing the provisions of Treasury Regulations Section 1.414(v)-1(e)(1)(7)(ii)(A).

The rate of Roth Catch-Up Contributions with respect to Wages authorized by the Employee may be decreased, increased or stopped by the Employee by delivering notice of such change in such form and in such manner and at such time as the Committee shall specify. If the Roth Catch-Up Contribution election of an Employee shall terminate for any reasons, the Employee thereafter may resume making Roth Catch-Up Contributions to the Plan, subject to the eligibility provisions of the Plan.

~~3~~5. After-Tax ~~Savings~~ Contributions

~~In lieu of all or part of the Contributions an Employee may authorize in accordance with Subparagraph 1 of Paragraph IV, a~~An Employee may elect in the manner prescribed by the Committee to contribute an equivalent amount to the Plan on an after-tax basis. Such Contributions shall be allocated to the Employee's After-Tax ~~Savings~~ Contribution Account.

The Committee may require Employees of a Participating Company who elect to make After-Tax ~~Savings~~ Contributions to the Plan to contribute by payroll deductions or by such other method as the Committee may designate. If the Committee shall designate a method other than payroll deductions, the Committee shall adopt rules applying, as

nearly as practicable, the provisions of this Paragraph IV relating to payroll deductions to such method of making After-Tax ~~Savings~~ Contributions.

46. Limitation on Contributions

(a) Definitions

As hereinafter used in this Paragraph IV:

(i) "Average ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentage~~Percentage" means the average of the ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentages~~ Percentages of the eligible Employees in a group.

(ii) "~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentage~~Percentage" means the ratio (expressed as a percentage) of Pre-Tax~~Tax-Efficient Savings~~ Contributions and Roth Contributions under the Plan on behalf of the eligible Employee for the year to the eligible Employee's compensation for the year. ~~"Compensation" for this purpose means compensation paid by the Company to the Employee during the year which is required to be reported as wages on the Employee's Form W-2, plus Tax-Efficient Savings Contributions.~~ The determination of the ~~Tax-Efficient Savings~~Pre-Tax Contribution percentage and the treatment of ~~Tax-Efficient Savings~~Pre-Tax Contributions and Roth Contributions shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury pursuant to the Code.

The ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentage~~ Percentage for any eligible Employee who is a highly compensated employee for the year, and who is eligible to make Roth Contributions, or~~and who is eligible~~ to have ~~Tax-Efficient Savings~~Pre-Tax Contributions allocated, to the Employee's Account under two or more plans described in Code Section 401(a) or arrangements described in Code Section 401(k) that are maintained by the Company or an Affiliate, shall be determined as if all such contributions were made under a single plan.

(iii) "Average After-Tax Contribution ~~percentage~~ Percentage" means the average of the After-Tax

~~Savings~~ Contribution ~~percentages~~ Percentages of the eligible Employees in a group.

(iv) "After-Tax Contribution ~~percentage~~ Percentage" means the ratio (expressed as a percentage) of After-Tax ~~Savings~~ Contributions under the Plan on behalf of the eligible Employee for the year to the eligible Employee's compensation for the year. ~~"Compensation" for this purpose means compensation paid by the Company to the Employee during the year which is required to be reported as wages on the Employee's Form W-2, plus Tax-Efficient Savings Contributions.~~ The determination of the After-Tax Contribution ~~percentage~~ Percentage and the treatment of After-Tax ~~Savings~~ Contributions shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury pursuant to the Code. The After-Tax Contribution ~~percentage~~ Percentage for any eligible Employee who is a highly compensated employee for the year and who is eligible to make After-Tax ~~Savings~~ Contributions to the Employee's Account under two or more plans described in Code Section 401(a) or arrangements described in Code Section 401(m) that are maintained by the Company or an Affiliate shall be determined as if all such contributions were made under a single plan.

(v) ~~(~~The term "highly compensated employee" includes highly compensated active Employees and highly compensated former Employees.

Effective January 1, 2015, a~~A~~ highly compensated active Employee includes any Employee who performs service for the Company and who:

1. Was a five percent owner at any time during the look-back year or determination year, which terms are defined below, or

2. For the look-back year, (a) received compensation from the Company in excess of $80,000 (as adjusted pursuant to the Code)~~,~~, and (b) was in the Top-Paid Group (as defined below).

For ~~this purpose~~purposes of this Subparagraph (a), the determination year shall be the Plan Year. The look-back year shall be the twelve-

month period immediately preceding the determination year.

A highly compensated former Employee includes any Employee who separated from service (or was deemed to have separated) prior to the determination year, performs no service for the Company during the determination year, and was a highly compensated active Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday.

"Top-Paid Group" shall mean the group of employees consisting of the top 20% of all employees when ranked on the basis of compensation paid during the year in question, as described in Code Section 414(q)(3). The determination of who is a highly compensated employee, including the determinations of the number and identity of ~~E~~employees in the ~~t~~Top-~~p~~Paid ~~g~~Group, and the compensation that is considered, will be made in accordance with Code Section 414 (q) and the regulations thereunder.

For ~~this purpose~~purposes of this Subparagraph (a), for the Plan Year beginning in 1997, "compensation" shall mean compensation within the meaning of Code Section 415(c)(3) determined without regard to Code Sections 402(e)(3) and 402(h)(1)(B), and for Plan Years beginning after January 1, 1998, shall mean compensation as defined in Code Section 415(c)(3), and for Plan Years beginning on and after January 1, 2001, shall be determined without regard to Code Section 132(f)(4).

(b) Limits on ~~Tax-Efficient Savings~~Pre-Tax Contributions and Roth Contributions

The ~~total~~ aggregate amount of ~~Tax-Efficient Savings~~Pre-Tax Contributions and Roth Contributions allowable ~~under Tax-Efficient Savings Elections~~ for any Employee for any year shall not exceed the maximum allowed under Code Sections 401(a)(30) and 402(g) as from time to time in effect or as provided by any successor provisions, except to the extent permitted under Subparagraph 2 herein and Code Section 414(v), if applicable.

(c) Limitations on ~~Tax-Efficient Savings~~Pre-Tax Contributions and Roth Contributions Applicable to Highly Compensated Employees

For each Employee who is a highly compensated employee for the year the ~~total~~ aggregate amount of ~~Tax-Efficient Savings~~ Pre-Tax Contributions and Roth Contributions available shall not exceed the percent of the employee's Wages, ~~and~~ Profit Sharing Amounts, and Lump Sum Bonus Amounts (and any amounts made at the discretion of the Company that is not part of but included with the Profit Sharing Amounts and Lump Sum Bonus Amounts) for the year determined as follows. There first shall be determined, under the following table, an average allowable ~~Tax-Efficient Savings~~Pre-Tax ~~Contribution percentage~~Percentage, for the eligible Employees who are not highly compensated employees for the year as a group~~.~~:

| If the average of the actual ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentages~~ Percentages of eligible Employees who are not highly compensated employees for the current Plan Year is: | The allowable average ~~Tax-Efficient Savings~~ Pre-Tax Contribution ~~percentages~~ Percentage for eligible Employees who are highly compensated employees shall not exceed: |
|---|---|
| (i) 2% or less | (i) 2.0 times the average of the actual ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentages~~ Percentages for eligible Employees who are not highly compensated employees~~.~~ |
| (ii) Over 2% but not more than 8% | (ii) 2.0 percentage points added to the average of the actual ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentages~~ Percentages for eligible Employees who are not highly compensated employees~~.~~ |
| (iii) More than 8% | (iii) 1.25 times the average of the actual ~~Tax-Efficient Savings~~Pre-Tax Contribution ~~percentages~~ Percentages for eligible Employees who are not highly compensated employees~~.~~ |

(d) Limitations on After-Tax ~~Savings~~ Contributions Applicable to Highly Compensated Employees

The After-Tax Contribution ~~p~~ Percentage of any eligible Employee who is a highly compensated employee for the year shall be limited to the extent required under the following table~~s~~:

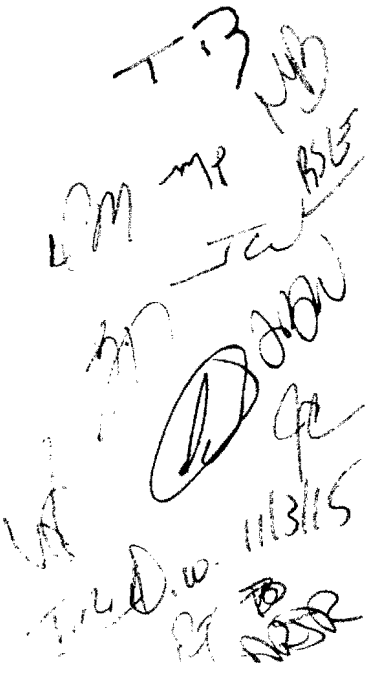
~~**After-Tax Contribution Percentage Limitation**~~

| If the average of the actual After-Tax Contribution ~~p~~ Percentages of eligible Employees who are not highly compensated employees for the current Plan Year is: | The allowable average After-Tax ~~Savings~~ Contribution percentage for eligible Employees who are highly compensated employees shall not exceed: |
|---|---|
| (i) 2% or less | (i) 2.0 times the average of the actual After-Tax Contribution ~~p~~ Percentages for eligible Employees who are not highly compensated employees. |
| (ii) Over 2% but not more than 8% | (ii) 2.0 percentage points added to the average of the actual After-Tax Contribution ~~p~~ Percentages for eligible Employees who are not highly compensated employees. |
| (iii) More than 8% | (iii) 1.25 times the average of the actual After-Tax Contribution ~~p~~ Percentages for eligible Employees who are not highly compensated employees. |

(e) Committee Actions to Limit Contributions

The Committee shall, to the extent necessary to conform to the foregoing limitations, reduce the amounts of allowable After-Tax ~~Savings~~ Contributions, ~~and Tax- Efficient Savings~~Pre-Tax Contributions, and Roth Contributions, respectively, for the year with respect to any or all eligible Employees who are highly compensated employees. Any such reductions by the Committee shall be made in such manner as the Committee from time to time may prescribe. For purposes of this section, the Plan shall satisfy the

requirements of Code Sections 401(k)(3) and 401(m) and Treasury Regulations Sections 1.401(k)-1(b) and 1.401(m)-1.



~~5~~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 ~~Tax-Efficient Savings~~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 ~~Tax-Efficient Savings~~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.

~~Tax-Efficient Savings~~Pre-Tax Contributions, Roth Contributions and Earnings thereon in excess of the limitations in this Paragraph IV applicable to such C~~c~~ontributions 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 ~~Tax-Efficient Savings~~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")).

~~6~~8. Rollover Contributions

~~A newly-hired~~An Employee of a Participating Company may make a rollover contribution, as permitted under Code Section 402(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 ~~immediately preceding~~ 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).

~~7~~9. Supplemental Contributions

Effective as of the first pay period administratively ~~practicable~~ practical after a CCE Employee is first eligible to receive Supplemental Contributions, and no later than is prescribed by ERISA, the Company shall contribute to such CCE Employee's Supplemental Contribution Account an amount equal to $1.00 for each Eligible Compensated Hour credited to such CCE 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 CCE Employee as described herein ~~while~~ as long as the CCE Employee remains an Employee under the Plan.

For CCE 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.

~~8~~10. Retirement Contributions

(a) Effective as of the first pay period administratively practicable after a CCE Employee is first eligible to receive Retirement Contributions, and no later than is prescribed by ERISA, the Company shall contribute to the CCE 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 CCE 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 CCE Employee who is presently participating in such other Company Retirement Plan.

(b) Eligible compensation for Retirement Contributions shall be the CCE Employee's base hourly straight-time pay received up to 40 compensated hours in any one weekly pay period, plus any cost-of-living allowance, if applicable, on such hours worked.

(c) For CCE 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 CCE Employee hired or rehired prior to October 24, 2011.

(ii) Effective October 24, 2011, 4.0% for a CCE Employee hired or rehired on or after October 24, 2011.

(iii) Effective the first pay date on or after XX/XX/XXXX, 6.4% for all CCE Employees.

~~9~~11. Contributions Following Service in a Uniformed Service

A Member of the Plan, who is reinstated following qualified military service, as defined in Code Section 414(u)(5) ~~the Uniformed Services Employment and Reemployment Rights Act ("USERRA")~~, 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, ~~and~~ 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 CCE Employee who is reinstated following qualified military service, as defined in Code Section 414(u)(5) ~~under USERRA~~. Such Contributions shall be attributable to the period during which Contributions were not otherwise made due to qualified military service.

~~(a)~~ 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.

~~(b)~~ 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.

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.

~~10~~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 Contributions. 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 Contributions made by the Company is disallowed under Code Section 404, such Contributions (to the extent disallowed) must be returned to the Company within one year of the disallowance of the deduction.

## V. Member's Account in Trust Fund

As soon as practicable after each pay period but in any event not later than 15 days after the month of payment of Wages for such pay period, the Company shall pay to the Trustee:

(a) The ~~Tax-Efficient Savings, After-Tax Savings and Catch-Up~~ After-Tax Contributions and Tax Advantaged Contributions for such period, and

(b) The amounts of payments by Members with respect to loans and interest thereon pursuant to Paragraph XI hereof.

Upon receipt of such payments by the Trustee, the aggregate amount of such payments (and Earnings thereon, as from time to time received by the Trustee) shall be credited to the respective Accounts of the Members, and the Trustee shall hold, invest and dispose of the same as provided in the Plan.

The corpus or income of the trust may not be diverted to or used for any purpose other than the exclusive benefit of the Members or their beneficiaries.

Effective for Plan Years beginning on or after January 1, 2006, Contributions must be deposited with the Trustee after the Employee's performance of service with respect to which the Contributions are made or, if earlier, when the cash or other taxable benefit would be currently available. This requirement shall not apply to Contributions for a pay period that occasionally are made before the services with respect to that pay period are performed if the Contributions are made early to accommodate bona fide administration considerations and are not paid early with a principal purpose of accelerating deductions.

## VI. Vesting, Forfeitures and Re-deposits

1. Vesting

The Member's ~~elective deferrals,~~ After-Tax ~~Savings~~ Contributions, Tax Advantaged Contributions, rollover contributions and Earnings therefrom shall be fully vested and no portion of such assets shall be subject to forfeiture for any reason whatsoever.

Dividends paid attributable to Supplemental Contributions ~~and~~ that are reinvested by the Member shall be ~~immediately~~ vested immediately as of the date

such dividends are reinvested, regardless of the Member's vesting status on such date.

Supplemental Contributions and Retirement Contributions shall become non-forfeitable upon the occurrence of the earliest of the following:

(a) Attainment by a Member who is an Employee of the normal retirement age of sixty five (65) as an active Employee or, if earlier, three years after the Member's original date of hire;

(b) Retirement of a Member who is an Employee pursuant to the provisions of any Retirement Plan;

(c) Death prior to termination of employment of a Member who is an Employee;

(d) Death of a Member whose death occurs while serving qualified military service and is therefore unable to return to work with the Company or a Participating Employer within the applicable reinstatement period.

**2. Forfeitures After Termination of Employment**

Non-vested assets attributable to Supplemental Contributions and Retirement Contributions shall be forfeited as soon as administratively possible following the earlier of:

(a) The date on which a Member receives a lump-sum distribution of the Member's vested Account balance; or

(b) The date on which a Member incurs five consecutive one-year periods of severance from the Company, a Participating Company, Subsidiary or an Affiliate, provided that the Member does not return to employment prior to incurring five consecutive one-year periods of severance.

If a Member incurs five consecutive one-year periods of severance and subsequently returns to employment with the Company, a Participating Company, Subsidiary or an Affiliate, such Member's "severance" years shall be counted toward the vesting service, but only as such vesting service applies to future Supplemental Contributions and Retirement Contributions. Such "severance" years shall not be counted toward vesting

of any portion of the pre-severance Supplemental Contributions Account and Retirement Contributions Account (if any) that was forfeited upon the Member incurring five consecutive one-year periods of severance. For this purpose, a period of severance is determined on the basis of a 12 consecutive month period beginning on the Member's date of severance from employment and ending on the first anniversary of that date, provided that during the 12 consecutive month period, the Member does not perform any hours of service for the Company, a Participating Company, Subsidiary or an Affiliate.

The foregoing provisions shall not apply to the termination of employment by reason of death, Retirement Pursuant to the Provisions of Any Retirement Plan, layoff, medical leave or release due to continued disability after expiration of medical leave, regular employment by the Company, a Subsidiary or an Affiliate, or where the Member shall be granted a military leave of absence, and either (i) the Member's employment subsequently is reinstated under then applicable personnel policies of the employer or, (ii) within the period so provided for reinstatement, the Member either dies or becomes eligible for Retirement Pursuant to the Provisions of Any Retirement Plan.

Any of the assets attributable to Supplemental Contributions and Retirement Contributions or Earnings thereon which shall be forfeited as provided herein shall be applied, as soon as practicable, first, to restore previously forfeited Accounts which have been reinstated pursuant to the preceding provisions of this Paragraph VI, and thereafter, to the extent available, either to reduce the amount of any ~~Supplemental Contributions and Retirement~~ Company Contributions under the Plan or to pay expenses of administration of the Plan in accordance with Paragraph XX hereof. The ~~cash~~ Cash ~~value~~ Value of ~~assets~~ Assets applied to accommodate the foregoing shall be valued as of the close of business on the relevant date.

In no event shall forfeitures be contributed to the Plan in the form of ~~Tax-Efficient Savings~~ Pre-Tax Contributions or any contributions made pursuant to Code Section 401(k)(3)(D)(ii).

If the Plan shall be terminated, the cash value of any forfeited assets not so applied from time to time as described herein shall be credited ratably to the respective Supplemental Contributions Accounts and Retirement Contributions Accounts of the Members in the Plan as of the day immediately following the date of Plan termination. Notwithstanding the preceding provisions of this Paragraph VI, Subparagraph 2, any of the assets so credited to a Member's Supplemental Contributions Account and/or Retirement Contributions Account, and any increment thereof, shall, at the time of distribution or withdrawal thereof, be deemed to have vested in such account.

3. **Re-deposits**

A Member who requests a lump-sum distribution or receives a mandatory cash-out distribution (as provided for under Paragraph X) from the Member's Account following termination that results in a forfeiture as described above may have forfeited assets restored by repaying to the Plan the value of the distribution as of the effective date of the distribution, provided the Member resumes Employee status under the Plan. The forfeited assets restored will be the value of such assets as of the effective date of the forfeiture. A Member will only be permitted to repay the Member's distribution in a lump sum in cash if such repayment is made before the earlier of:

(a) The date of the fifth anniversary following the first date on which the Member is subsequently re-employed by the Company or a Participating Company, or

(b) The date the Member incurs five consecutive one-year periods of severance as described herein.

If any such return is made on or before December 31 of the year in which the effective date of the withdrawal occurs, the cash value of the amount so returned or so restored shall be included in the Plan Year from which the withdrawal was made and, if made after such December 31, in the Plan Year which succeeds the Plan Year from which withdrawal was made by one year for each December 31 that occurs on or after the effective date of the withdrawal and prior to the date of such return.

The amount of cash so returned and any assets acquired therewith shall be treated as After-Tax ~~Savings~~ Contributions for purposes of determining the extent to which assets attributable to Supplemental Contributions and Retirement Contributions or Earnings thereon have vested pursuant to this Paragraph VI, subsequent distributions or withdrawals pursuant to Paragraph XII hereof, reporting to Members pursuant to Paragraph XIV hereof and voting of Company stock pursuant to Paragraph XVIII hereof. The assets so restored shall be treated as attributable to Supplemental Contributions and Retirement Contributions for all purposes of the Plan.

The cash so returned shall be invested in the available investment options as elected by the Member.

Upon such return, the restored assets shall vest and shall continue to vest as provided in this Paragraph VI.

## VII. Member's Election as to Investment of Funds

~~(a)~~ 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 ~~SSgA~~ Global Equity Index Fund ~~-- Class~~ A, the Bond Index Fund, the Interest Income Fund, and any of the Additional Mutual Funds and Non-Mutual Funds listed in Appendix A.

~~(b)~~ Retirement Contributions and Pension Rollover shall be invested as the Member shall elect in one or more of the ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~, the Bond Index Fund, the Interest Income Fund, and any of the Additional Mutual Funds and Non-Mutual Funds listed in Appendix A~~, provided that the amount contributed to any investment election shall be made in increments of one percent~~. The Ford Stock Fund shall not be available for investment of such Retirement Contributions and Pension Rollover.

~~(c)~~ The amount contributed to any investment election shall be made in increments of one percent.

~~(d) A complete description of each of the mutual funds listed in Appendix A is provided in the prospectus for each mutual fund. A prospectus will be delivered promptly to any Employee upon request.~~ 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 ~~prospectus and~~ fact sheets prior to making a decision regarding investing in a particular fund.

~~(e)~~ 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 Mutual Funds and Non- Mutual Funds listed in Appendix A, as described in Paragraph XX.

~~(f)~~ 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.

~~(g)~~ 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 ~~in the Subsection (1) and (2)~~ below, as applicable.

~~1. For the period March 19, 2008 through January 22, 2009:~~

| ~~Birth Date Range~~ | ~~Default Investment Fund~~ |
|---|---|
| ~~Before 1/1/1933~~ | ~~Fidelity Freedom Income Fund~~ |
| ~~1/1/1933 — 12/31/1937~~ | ~~Fidelity Freedom 2000 Fund~~ |
| ~~1/1/1938 — 12/31/1942~~ | ~~Fidelity Freedom 2005 Fund~~ |
| ~~1/1/1943 — 12/31/1947~~ | ~~Fidelity Freedom 2010 Fund~~ |
| ~~1/1/1948 — 12/31/1952~~ | ~~Fidelity Freedom 2015 Fund~~ |
| ~~1/1/1953 — 12/31/1957~~ | ~~Fidelity Freedom 2020 Fund~~ |
| ~~1/1/1958 — 12/31/1962~~ | ~~Fidelity Freedom 2025 Fund~~ |
| ~~1/1/1963 — 12/31/1967~~ | ~~Fidelity Freedom 2030 Fund~~ |
| ~~1/1/1968 — 12/31/1972~~ | ~~Fidelity Freedom 2035 Fund~~ |
| ~~1/1/1973 — 12/31/1977~~ | ~~Fidelity Freedom 2040 Fund~~ |
| ~~1/1/1978 — 12/31/1982~~ | ~~Fidelity Freedom 2045 Fund~~ |
| ~~1/1/1983 and later~~ | ~~Fidelity Freedom 2050 Fund~~ |

~~2. Effective after the close of the New York Stock Exchange on January 23, 2009~~

| Birth Date Range | Default Investment Fund |
|---|---|
| On or before 12/31/~~1947~~1952 | BlackRock LifePath® Index NL Retirement Fund |
| ~~1/1/1948 - 12/31/1952~~ | ~~BlackRock LifePath® Index NL 2015 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~~and later~~ | BlackRock LifePath® Index NL 2050 Fund |
| 1/1/1988 and later | BlackRock LifePath® Index NL 2055 Fund |

cba3/00425/3
a
09/13/15

## 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~~ Cash ~~value~~ Value of ~~assets~~ 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 age 70 in which event distribution of the ~~cash~~ Cash ~~value~~ Value of ~~assets~~ 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 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, 2003, all distributions made with respect to a Member who has attained 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. The Member's entire interest will be distributed, or begin to be distributed to the Member no later than the

Member's Required Beginning Date as 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 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 ~~ninety (90)~~ days after termination of employment, the ~~cash~~ Cash ~~value~~ Value of ~~assets~~ 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).

2. Termination of Employment Defined

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 ~~thirty (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 age 70½ on the date the Member would have attained such age.

Effective January 1, 2003, all 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) ~~Time and manner of Distribution in the event of the death of a Member before distributions begin.~~ If the Member dies before distributions begin, the ~~cash~~ Cash ~~value~~ 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 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 age 70½, if later.

(ii) If the Member's surviving spouse is not the Member's sole designated beneficiary, the ~~cash~~ Cash ~~value~~ Value of Assets in the Member's Account ~~balance~~ 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~~ Cash ~~value~~ Value of Assets in the Member's Account ~~balance~~ 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~~ Cash ~~value~~ Value of Assets in the Member's Account ~~balance~~ 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)-1, Q&A-4, 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

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~~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~~ 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~~ Distribution ~~calendar~~ Calendar ~~year~~ 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 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 ~~5~~ 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 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~~ Cash ~~value~~ Value of ~~assets~~ 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 distribution of the ~~cash~~ Cash ~~value~~ Value of ~~assets~~ 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.

5. Rollovers

Notwithstanding any provision of the Plan 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~~ Rollover ~~distribution~~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 ~~Savings~~ 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 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 age 70½ to satisfy the minimum distribution requirements of Code Section 401(a)(9),

(iii) Effective for calendar years beginning January 1, 1999, 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, 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~~ Retirement ~~plan~~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. Active Employees who attained age 70½ prior to January 1, 1997

Distributions to active Employees who attained age 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.

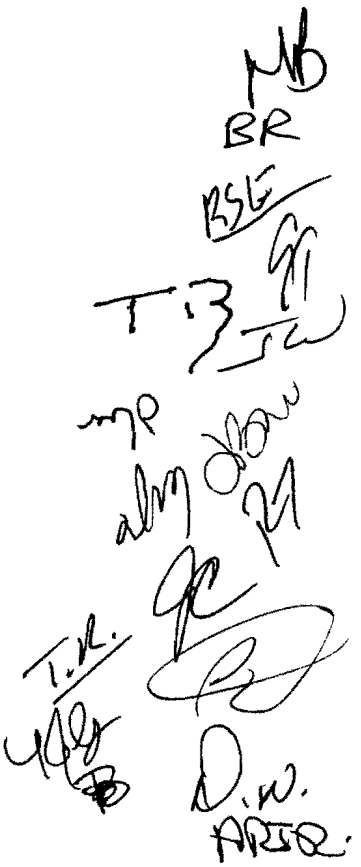
7. **Minors and Incompetents**

(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 ~~(unless~~ a prior claim for such payment ~~shall have~~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.



## XI. Borrowings with Respect to Assets Attributable to Member's Account

### 1. Amount

Subject to such regulations as the Committee from time to time may prescribe, a Member prior to termination of employment may apply for and receive a loan from the Plan provided that the aggregate of all such loans does not exceed the lesser of:

(a) 50 percent of the ~~cash~~ Cash ~~value~~ Value of ~~assets~~ Assets at the time of any such loan in the Member's Account but not more than $50,000; or

(b) $50,000 reduced by the difference between such Member's highest loan balance under all plans of the Company and its Subsidiaries during the previous 12 months (ending on the day before the effective date of such loan from the Plan) and such Member's loan balance on the effective date of such loan.

### 2. Assets Available for Loans

Loans shall be made proportionately from each investment in such Member's Account under the Plan. Assets available for loans include Member's ~~Tax-Efficient Savings~~Tax Advantaged Contributions, ~~Catch-Up Contributions,~~ After-Tax ~~Savings~~ Contributions, any rollover contributions, and any Earnings on such assets. Company Contributions and Earnings on such assets are not available for loans. No loan of less than $1,000 shall be made. All loans from all plans of the Company and other Members of a group of employers described in Code Sections 414(b), 414(c), 414(m) and 414(o) are aggregated for purposes of the above limitation in Subparagraph (b).

### 3. Loan Terms

All such loans shall:

(a) Be available to all Members on a reasonably equivalent basis,

(b) Be adequately secured,

(c) Bear a reasonable rate of interest,

(d) Require level amortization with payments not less frequently than quarterly throughout the repayment period, except ~~that alternative arrangements for~~

~~repayment may apply in the event that the Member is on a qualified military leave within the meaning of Code Section 414(u), and be subject to such other requirements, including repayment terms, as the Committee from time to time may prescribe,~~ as otherwise provided in Paragraph 4 below.

(e) Be repaid (the entire loan amount, including ~~of any such loan and all amounts of related~~ interest) not later than 60 months or, in the case of a loan made for the Member to buy or construct the principal residence of the Member, 120 months (or, when permitted by law, such later date as the Committee may determine) after the month in which the loan is effective, and

(f) Be repaid from the Member's Wages by payroll deductions or in such other manner as the Committee may prescribe.

The Committee shall determine a rate of interest such that the Plan is provided with a return commensurate with the interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. Any loan to a Member shall be secured by such Member's interest in the Plan. All such requirements shall be applicable on a uniform and non-discriminatory basis to all Members who may apply for such loans.

Loan repayments, including interest, shall be invested in the latest investment elections made by the Member with respect to weekly Contributions or, in the absence of such election, in the Plan ~~Qualified Default Investment Alternative ("QDIA")~~ until the Member elects to have such assets transferred.

4. Loan Repayment Suspensions during Certain Leaves of Absence

Effective July 1, 2016, or as soon as administratively practicable thereafter, loan repayments may be suspended during certain leaves of absence as provided below:

(a) Bona Fide, Non-Military, Leaves of Absence: In the event that a Member is on a "bona fide leave of absence," as described in Treasury Regulations Section 1.72(p)-1, Q&A-9, other than a qualified military leave of absence, loan repayments may be suspended during such "bona fide leave of absence" as provided below:

(i) Loan repayments may be suspended for a period of no longer than one year from the commencement of the "bona fide leave of absence;"

(ii) The "bona fide leave of absence" must be unpaid or the periodic loan repayment amount in effect prior to commencement of the "bona fide leave of absence" exceeds the corresponding amount of pay received during such leave (after deduction of applicable withholding taxes);

(iii) The loan is repaid within the original loan repayment period (i.e., maximum of 10 years for a primary residence loan, or 5 years for all other loans)

(iv) Interest continues to accrue during the "bona fide leave of absence"

(b) Qualified Military Leaves of Absence: In the event that a Member is on a qualified military leave of absence within the meaning of Code Section 414(u), loan repayments may be suspended during the qualified military leave of absence as provided below:

(i) Loan repayments must resume upon completion of the qualified military leave of absence;

(ii) The qualified military leave of absence must be unpaid or the periodic loan repayment amount in effect prior to commencement of the qualified military leave of absence exceeds the corresponding amount of pay received during such leave (after deduction of applicable withholding taxes);

(iii) The loan is re-amortized upon completion of the qualified military leave of absence in substantially level installments over a period of time that does not exceed the maximum permitted loan period (i.e., maximum of 10 years for a primary residence loan, or 5 years for all other loans)

(iv) Interest continues to accrue during the qualified military leave of absence.

MAK
RW
BSB

## 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~~ Cash ~~value~~ Value of ~~the assets~~ 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~~ Cash ~~value~~ Value of ~~assets~~ 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~~ Cash ~~value~~ Value of ~~assets~~ Assets in the Member's After-Tax ~~Savings~~ Contribution Account that are attributable to ~~his or her~~ the Member's After-Tax ~~Savings~~ 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~~ Cash ~~value~~ Value of ~~assets~~ 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~~ Cash ~~value~~ Value of ~~assets~~ 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 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~~ Cash ~~value~~ Value of ~~the assets~~ 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 age 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 age 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, 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,

   (c) The Member's ~~contributions~~ Contributions to the Company's savings plans are suspended for six months (12 months prior to January 1, 2010) after the withdrawal, and

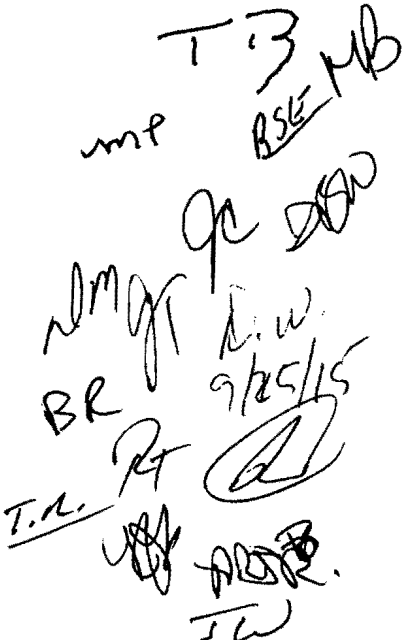
   (d) Any withdrawal on account of financial hardship cannot exceed the sum total of:

      (i) ~~Tax-Efficient Savings~~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.



## XIII. Ford Stock Fund, ~~SSgA Global Equity Index Fund -- Class A~~, Bond Index Fund, Interest Income Fund, Non-Mutual Funds and Mutual Funds

1. Ford Stock Fund

The Trustee shall establish and administer the Ford Stock Fund in accordance with the following:

(a) Investment Standard

It is the Company's intent that to the fullest extent permitted by ERISA, that the Ford Stock Fund be a permanent feature of the Plan, that it shall qualify as an employee stock ownership plan under Section 407(d)(6) of ERISA and Code Section 4975(e)(7) and that the Ford Stock Fund should be, and should continue to be invested exclusively in Company stock (except to the limited extent described in Subsection 1(b) below as to the liquidity component to support daily activity) without regard to the diversification of assets.~~:~~

~~(i) Diversification of assets,~~

~~(ii) Risk profile of investments in Company stock,~~

~~(iii) Amount of income provided by Company stock, or~~

~~(iv) Fluctuation in the fair market value of Company stock.~~

The Ford Stock Fund shall be managed pursuant to this statement of intent unless the Company or, in the event a Ford Stock Fund Manager is appointed in accordance with Paragraph XX hereof, the Ford Stock Fund Manager, ~~using an abuse of discretion standard,~~ determines that continuing the Ford Stock Fund in accordance with the terms of the Plan is no longer prudent under ERISA (either with respect to continuing to permit new investment in the Ford Stock Fund, continuing to hold Ford common stock in the Ford Stock Fund, or both). ~~from reliable public information, that there is a serious question concerning the Company's short-term viability as a going concern.~~

(b) Investments

For each Member who elects pursuant to Paragraph VII to have Contributions invested in the Ford Stock Fund or for whom a transfer is made to the Ford Stock Fund

as provided in Paragraph VIII hereof, the Trustee shall invest the sums so to be invested or transferred in accordance with instructions of a person, company, corporation or other organization appointed by the Company. The Trustee may be appointed for such purpose.

Investments shall be made exclusively in shares of Company stock; except a small portion shall be invested in short-term investments to provide liquidity for daily activity. It is expected that about one to two percent of the Fund will be held in short-term investments, but the percentage may be higher or lower, depending upon the expected liquidity requirements of the Fund.

Investments of all or a portion of Ford Stock Fund assets may be made in any common, collective or commingled fund when, in the opinion of the Trustee, such investments are consistent with the objective of the Ford Stock Fund.

(c) Ford Stock Fund Units

Members shall have no ownership in any particular asset of the Ford Stock Fund. The Trustee shall be the sole owner of all Ford Stock Fund assets. Proportionate interests in the Ford Stock Fund shall be expressed in Ford Stock Fund Units. All Ford Stock Fund Units shall be of equal value and no Ford Stock Fund Unit shall have priority or preference over any other. Ford Stock Fund Units shall be credited to Accounts of Members as of each valuation date.

(d) Ford Stock Fund Unit Prices

The term "Ford Stock Fund Unit Price," as used herein, shall mean the value in money of an individual Ford Stock Fund Unit expressed to the nearest cent. The Ford Stock Fund Unit Price shall be determined at the end of each business day that is a trading day of the New York Stock Exchange by dividing the net asset value of the Ford Stock Fund on such business day by the number of Ford Stock Fund Units outstanding on such business day. Ford Stock Fund Unit Prices shall be determined before giving effect to any distribution or withdrawal and before crediting Contributions to Members' Accounts effective as of any such business day. Net asset value of the Ford Stock Fund shall be computed as follows:

(i) Company stock shall be valued at the closing price on the New York Stock Exchange on such business day, or, if no sales were made on that date, at the closing price on the next preceding day on which sales were made.

(ii) All other assets of the Ford Stock Fund, including any interest in a common, collective or commingled fund, shall be valued at the fair market value as of the close of business on the valuation date. Fair market value shall be determined by the Trustee in the reasonable exercise of its discretion, taking into account values supplied by a generally accepted pricing or quotation service or quotations furnished by one or more reputable sources, such as securities dealers, brokers, or investment bankers, values of comparable property, appraisals or other relevant information and, in the case of a common, collective or commingled fund, fair market value shall be the unit value of such fund for a date the same as the valuation date, or as close thereto as practicable.

(iii) Ford Stock Fund Units credited to Members' Accounts with respect to Contributions made during any month, shall be credited at the Ford Stock Fund Unit Price determined as of the close of business on the day that such Contributions are received by the Trustee. Ford Stock Fund Units withdrawn or distributed shall be valued at the Ford Stock Fund Unit Price at the close of business on the day coinciding with the effective date of such withdrawal or distribution.

(iv) Investment transactions, income and any expenses chargeable to the Ford Stock Fund will be accounted for on an accrual basis.

(e) Distribution and Withdrawal from the Ford Stock Fund The cash value of assets in the Ford Stock Fund shall be distributed to Members or may be withdrawn by Members only in accordance with Paragraphs X and XII hereof. All distributions and withdrawals shall be in cash, except that a Member making a withdrawal or receiving a distribution may direct the Trustee to make such withdrawal or distribution in the form of

whole shares of Company stock, based on the closing price on the New York Stock Exchange on the effective date of such withdrawal or distribution.

(f) Registered Name

Securities held in the Ford Stock Fund may be registered in the name of the Trustee or its nominee.

(g) Commissions Charged to the Plan

No commission shall be charged to the Plan or any trust under the Plan in connection with any acquisition by the Plan of Company stock from the Company, whether by cash purchase, exchange, conversion or otherwise.

2. ~~SSgA~~ Global Equity Index Fund ~~- Class A~~

The Trustee and fund trustee shall establish and administer the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ in accordance with the following:

(a) Investments

For each Member who elects pursuant to Paragraph VII to have Contributions invested in the ~~SSgA~~ Global Equity Index Fund, ~~- Class A~~ or for whom a transfer is made to the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ as provided in Paragraph VIII hereof, the Trustee shall invest the sums so to be invested or transferred in accordance with instructions of a person, company, corporation or other organization appointed by the Company. The Trustee may be appointed for such purpose.

The ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ provides broad market diversification and exposure to both domestic and international markets, including emerging markets, by passively investing in the common stocks of companies found in the Morgan Stanley Capital International All Country World Index Investable Markets Index (MSCI ~~All Country World Index~~ACWI IMI (the "Index")), which are weighted based on market capitalization. The investment manager will typically attempt to invest in the securities comprising the Index in the same proportions as they are represented in the Index. In some cases, it may not be possible or practicable to purchase all of the securities comprising the Index, or to hold them in the same weightings as they represent in the Index. In those circumstances, the investment manager may employ a sampling or optimization techniques to construct the portfolio. The Global Equity Index Fund's returns may vary from the returns of the Index.

Investments of all or a portion of ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ assets may be made in any common, collective or commingled fund when, in the opinion of the fund trustee, such investments are consistent with the objective of the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~. Securities may be sold without regard to the length of time they have been held. A different market index of publicly traded company stocks may be selected by the fund trustee for investments of ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ assets in the

event MSCI, Inc. discontinues its Index or for other reasons.

The value of a unit can go up or down, based on the market values of the securities held in the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ and dividends paid on those securities and other ~~earnings~~Earnings; however, the total number of units credited to the Member's Account does not change except as a result of an exchange, withdrawal or distribution.

The fund trustee may limit or suspend transactions in the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ temporarily because liquidity is insufficient to satisfy the requested volume of transactions or for other reasons.

(b) ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Units

Members shall have no ownership in any particular asset of the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~. The fund trustee shall be the sole owner of all ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ assets. Proportionate interests in the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ shall be expressed in ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Units. All such units shall be of equal value, representing a proportionate share of the value of the Global Equity Index Fund, and unless otherwise provided for in the governing declaration of trust, no ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Unit shall have priority or preference over any other. ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Units shall be credited to Members' Accounts as of such valuation date.

(c) ~~SSgA~~ Global Equity Fund ~~- Class A~~ Unit Prices

The term "~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Unit Price," as used herein, shall mean the value in money of an individual ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Unit expressed to the nearest cent. The ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Unit Price shall be determined at the end of each business day that is a trading day on the New York Stock Exchange by dividing the net asset value of the ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ on such business day by the number of ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Units outstanding on such business day. ~~SSgA~~ Global Equity Index Fund ~~- Class A~~ Unit Prices shall be

determined before giving effect to any distribution or withdrawal and before crediting contributions to Members Accounts effective as of any such business day. Net asset value of the ~~SSgA~~ Global Equity Index Fund ~~— Class A~~ shall be computed as follows:

(i) Equity securities for which market quotations are readily available are generally valued at the last reported sale price on their principal exchange on valuation date, or official close price for certain markets. If no sales are reported for that day, investments are valued at the more recent of the last published sale price, the mean between the last reported bid and asked prices for long positions or last ask price for short positions, or at fair value as determined in good faith by the fund trustee. Upon commencement of trading, equity securities issued in domestic or international initial public offerings are generally valued like any other equity security traded on a securities exchange, reported on an official exchange or traded in an over-the-counter market. Prior to commencement of trading, equity securities issued in domestic or international public offerings are generally valued at cost.

(ii) Portfolio instruments are to value investments at fair value, which is generally determined as the amount that could reasonably be expected to be realized from an orderly disposition of securities and other financial instruments over a reasonable period of time. By its nature, a fair value price is a good faith estimate of the valuation in a current sale and does not reflect an actual market price, which may be different by a material amount.

(iii) Short-term investments, if any, are stated at amortized cost, which generally approximate fair value.

(iv) Investments in registered investment companies (other than those that are exchange traded) or collective investments are valued at their respective net asset value.

(v) In the event current market prices or quotations are deemed not readily available or reliable by the fund trustee, such as upon the occurrence of a significant event, the fair value of the portfolio will be determined in good faith by the fund trustee using

alternative fair valuation methods. Fair value may be determined using an independent fair value service under valuation procedures approved by the fund trustee. The independent fair value service takes into account multiple factors including, but not limited to, movements in the U.S. securities markets, certain depositary receipts, futures contracts and foreign currency exchange rates that have occurred subsequent to the close of foreign securities exchanges. A "significant event" is an event that the fund trustee believes with a reasonably high degree of certainty has caused the closing market prices of the Global Equity Index Fund's portfolio securities to no longer reflect their value at the time of the Global Equity Index Fund's Unit Price calculation.

(vi) All other assets of the ~~SSgA~~ Global Equity Index ~~Fund -- Class A~~, including any interest in a common, collective or commingled fund, shall be valued at the fair market value as of the close of business on the valuation date.

(vii) ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ Units credited to Members' Accounts with respect to Contributions made during any month shall be credited at the ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ Unit Price determined as of the close of business on the day that such Contributions are received by the Trustee. ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ Units withdrawn or distributed shall be valued at the ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ Unit Price at the close of business on the day coinciding with the effective date of such withdrawal or distribution.

(viii) Investment transactions, income and any expenses chargeable to the ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ will be accounted for on an accrual basis.

(d) Distribution and Withdrawal From ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~

The cash value of assets in the ~~SSgA~~ Global Equity Index Fund ~~-- Class A~~ shall be distributed to Members or may be withdrawn by Members only in accordance with Paragraphs X and XII hereof. All distributions and withdrawals shall be only in cash.

(e) Voting Stock

The fund trustee shall be entitled, itself or by proxy, to vote in its discretion all shares of voting stock in the ~~SSgA~~ Global Equity Index Fund ~~--- Class A~~.

(f) Registered Name

Securities held in the ~~SSgA~~ Global Equity Index Fund ~~--- Class A~~ may be registered in the name of the fund trustee or its nominee.

## 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 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, ~~Tax-Efficient Savings Elections~~ 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.

## XVIII. Voting of Company Stock and Mutual Funds and Non-Mutual Funds

The Trustee, itself or by its nominee, shall be entitled to vote, and shall vote, shares of Company stock represented by the proportionate interests in the Members' Accounts in the Ford Stock Fund or otherwise held by the Trustee under the Plan as follows:

1. The Company shall adopt reasonable measures to notify the Member of the date and purposes of each meeting of stockholders of the Company at which holders of shares of Company stock shall be entitled to vote, and to request instructions from the Member to the Trustee as to the voting at such meeting of full shares of Company stock and fractions thereof represented by the ~~Member's~~ proportionate interest in the Member's Account in the Ford Stock Fund.

2. In each case, the Trustee, itself or by proxy, shall vote full shares of Company stock and fractions thereof represented by the ~~Member's~~ proportionate interest in the Member's Account in the Ford Stock Fund in accordance with the instructions of the Member.

3. If prior to the time of such meeting of stockholders, the Trustee shall not have received instructions from the Member in respect of any shares of Company stock represented by the ~~Member's~~ proportionate interest in the Member's Account in the Ford Stock Fund, the Trustee shall vote such shares proportionately in the same manner as the Trustee votes the aggregate of all shares of Company stock with respect to which the Trustee has received instructions from Members.

4. Notwithstanding the above, a Ford Stock Fund Manager appointed by the Investment Process Committee pursuant to Paragraph XX, Subparagraph 2(b) shall vote shares of Company stock in accordance with its fiduciary responsibility under applicable law.

5. The Company may appoint the Trustee or other named fiduciary to exercise voting, tender, and similar rights with respect to the mutual funds available under the Plan. The trustee of the collective investment trusts available under the Plan will exercise such rights with respect to those funds.

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 Group Vice President, ~~-~~ Human Resources and Corporate Services, the Executive Vice President and Chief Financial Officer and the Group Vice President and General Counsel 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 ~~contributions~~ 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 Vice President and ~~-~~ 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 ~~contributions~~ 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 Group Vice President, ~~-~~ Human Resources and Corporate Services and the Executive Vice President and Chief Financial Officer 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 Vice President and Treasurer, Associate General Counsel and Secretary, and the Director, ~~Employee~~ 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 Mutual Funds and Non-Mutual Funds listed in Appendix A. The IPOC shall take action with respect to the Ford Stock Fund, ~~SSgA~~ Global Equity Index Fund ~~- Class A~~, 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, ~~-~~ Global Banking and Trading ~~and Automotive Risk~~, Director, ~~-~~Asset Management and Director, ~~--~~ Retirement ~~and Welfare~~ 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 ~~ten (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 ~~Investment Process Committee~~ 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 Mutual Funds and Non-Mutual 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 mutual 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, ~~SSgA~~ Global Equity Index Fund ~~- - Class A~~, 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 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, ~~neither the Board nor~~ 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 nNothing 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.

~~To the extent that the IPC or the IPOC have been delegated authority under any of the Company's other defined contribution pension 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 carrying out their responsibilities set forth in this Paragraph XX with respect to the Plan.~~

MKK
RW
BJS

cba3/00459/5
b
11/04/15

3. Committee

The Company shall create a Committee consisting of at least three members. The Company shall from time to time designate the members of the Committee and an alternate for each of such members, who shall have full power to act in the absence or inability to act of such member. The Committee shall appoint its own Chairman and Secretary, and shall act by a majority of its members, with or without a meeting. The Secretary or an Assistant Secretary of the Company shall from time to time notify the Trustee of the appointment of members of the Committee and alternates and of the appointment of the Chairman and Secretary of the Committee, upon which notices the Trustee shall be entitled to rely.

The Committee shall have full power and discretionary authority to administer the Plan and to interpret its provisions. In addition, the Committee shall have the full power and discretionary authority to supply rules for matters not covered by the Plan and to supply missing terms, provided that all such actions shall be in writing, and shall be consistent with existing Plan provisions, ~~and~~ applicable law, and adhere as closely as possible to the intent of the Company and the Union as expressed in the Agreement and the Plan. Subject to the appeals procedure contained in Paragraph 2 of Article XXVIII, ~~A~~any interpretation of the provisions of the Plan by the Committee shall be final and conclusive, and shall bind and may be relied upon by the several Participating Companies, each of their employees, the Trustee and all other parties in interest, unless arbitrary and capricious. The Committee shall have no authority over those matters expressly delegated to the IPC or the IPOC.

4. Indemnification

No member of the Committee (or alternate for any such member) or member of the IPC (or alternate for any such member), or member of the IPOC or director, officer or employee of any Participating Company shall be liable for any action or failure to act under or in connection with the Plan, except for such person's own lack of good faith; provided, however, that nothing herein shall be deemed to relieve any such person from responsibility or liability for any obligation or duty under ERISA. Each director, officer, or employee of the Company who is or shall have been designated to act on behalf of the Company and each person who is or shall have been a member of the Committee

(or alternate for any such member), or member of the IPC (or alternate for any such member), or member of the IPOC, or a director, officer or employee of any Participating Company, as such, shall be indemnified and held harmless by the Company against and from any and all loss, cost, liability or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by such person in settlement thereof (with the Company's written approval) or paid by such person in satisfaction of a judgment in any such action, suit or proceeding, except a judgment in favor of the Company based upon a finding of such person's lack of good faith; subject, however, to the condition that, upon the assertion or institution of any such claim, action, suit or proceeding against such person, such person shall in writing give the Company an opportunity, at its own expense, to handle and defend the same before such person undertakes to handle and defend it on such person's own behalf. The foregoing right of indemnification shall not be exclusive of any other right to which such person may be entitled as a matter of law or otherwise, or any power that a Participating Company may have to indemnify such person or hold such person harmless.

cba3/00460/2
b
11/05/15

5. Payment of Expenses

~~Brokerage commissions, fees and transfer taxes incurred in connection with the purchase or sale of Company stock shall be paid by the Company. Brokerage commissions and transfer taxes on the purchase and sale of SSgA Global Equity Index Fund -- Class A securities shall be paid from SSgA Global Equity Index Fund - Class A assets, and the expenses of any collective, common, or commingled fund in which SSgA Global Equity Index Fund -- Class A assets may be invested pursuant to Subparagraph 2 of Paragraph XIII hereof shall be paid from the assets in such collective, common or commingled fund.~~

~~Brokerage commissions and transfer taxes on the purchase and sale of Bond Index Fund securities shall be paid from Bond Index Fund assets, and the expenses of any collective, common, or commingled fund in which Bond Index Fund assets may be invested pursuant to Subparagraph 3 of Paragraph XIII hereof shall be paid from the assets in such collective, common or commingled fund. Earnings credited to the account of the Trustee under the Bond Index Fund shall be net of such charges by the Bond Index Fund manager as may be provided in such contract.~~

~~Brokerage commissions and transfer taxes on the purchase and sale of Interest Income Fund securities shall be paid from Interest Income Fund assets, and the expenses of any collective, common, or commingled fund in which Interest Income Fund assets may be invested pursuant to Subparagraph 4 of Paragraph XIII hereof shall be paid from the assets in such collective, common or commingled fund.~~

Except as otherwise provided herein, all management fees, redemption fees, brokerage commissions, taxes, and all other expenses of any mutual funds and non-mutual funds offered as an investment election under the Plan shall be paid from assets in such mutual funds and non-mutual funds or charged to the Members' Accounts who elect to invest in such mutual funds. ~~The investment management fees of the SSgA Global Equity Index Fund -- Class A and the Bond Index Fund are paid by the Company.~~ An expedited mailing fee shall be charged to the Accounts of Members who elect expedited mail. ~~All~~ ~~o~~Other expenses of administration of the Plan, including, without limitation, Trustee fees, recordkeeping fees, disbursement fees, legal fees, and audit fees, ~~expenses charged or incurred by the Trustee or the Company,~~ shall be ~~borne~~paid by the Company in accordance with any applicable agreements, or the Company

may direct the Trustee to pay any of such other expenses of administration of the Plan from amounts that have been forfeited at any time in accordance with the provisions of Paragraph VI hereof (in in the Plan's "forfeiture account") and/or the value of any assets that have been awarded to, or earned by, the Trust from class action settlements, legal claim proceeds, or other forms of revenue (in the Plan's "holding account") provided the value of such revenue would not exceed an average of five dollars per Member if allocated to Member Accounts in accordance with the following sentence. To the extent the holding account contains amounts at the end of the Plan Year, such assets will be allocated to Accounts of Members, pro rata based on balances in Accounts of Members. ~~Taxes, if any, on any Ford Stock Fund Units, SSgA Global Equity Index Fund -- Class A Units or Bond Index Fund Units held by the Trustee or income which are payable by the Trustee shall be charged against the Members' Accounts as the Trustee and the Committee shall determine.~~

The records of the Trustee, the Committee and the several Participating Companies shall be conclusive in respect of all matters involved in the administration of the Plan; provided, however, that any dispute regarding the accuracy of any Member's records may be appealed pursuant to Paragraph 2 of Article XXVIII.

Where Federal law does not control, the Plan shall be governed by and construed in accordance with the laws of the State of Michigan.

cba3/00461/2
d
11/04/15

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 terminate the Plan at any time or may at any time or from time to time modify 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 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~~ Cash ~~value~~ Value of ~~assets~~ Assets in the Account of the Member~~'s Account of~~ 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 ~~'s Accounts~~ 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 Ccash Vvalue of Aassets 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. ~~In determining the applicability of such Code provisions, the Company may rely upon an opinion of counsel.~~

3. The provisions of the foregoing Subparagraph 1 notwithstanding, the Company, by action of its Board of Directors, or by action of the Group Vice President, ~~-~~ Human Resources and Corporate Services, Executive Vice President and Chief Financial Officer and Group Vice President and General Counsel, 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 ~~Code~~ 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.

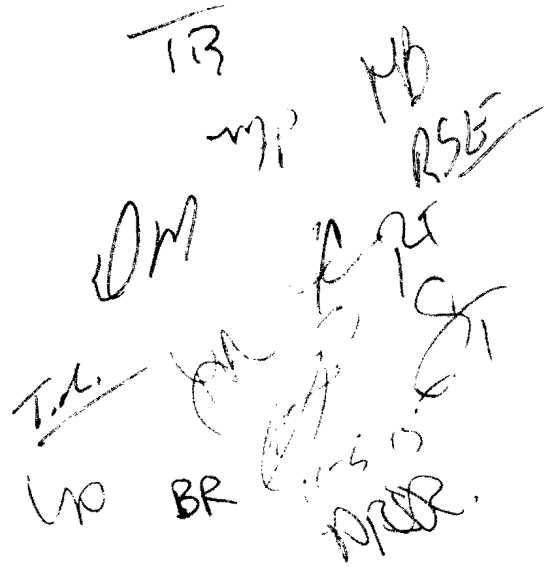
4. Anything herein to the contrary notwithstanding, no such termination or modification of the Plan or suspension of any provision thereof may diminish the Ccash Vvalue of Aassets in the Account of a Member~~'s Account~~ as of the effective date of such termination, modification or suspension.

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.

cba3/00462/3
d
11/05/15





**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 Ccash Vvalue of Aassets 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.

(3) In the event of the death of a Member, the Ccash Vvalue of Aassets 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 Ccash Vvalue of ~~such~~ Aassets, 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 Ccash Vvalue of Aassets in the Member's Account under the Plan shall be delivered to the Member's estate.

## XXV. Limitation on Contributions under Section 415 of the Internal Revenue Code

### 1. Limitation

Notwithstanding any other provision hereof, the sum of the Annual Additions (as defined in Subparagraph 2 herein) in respect of any Employee for any Limitation Year (as defined in Subparagraph 3 herein) shall not exceed the lesser of:

(a) 100% ~~percent~~ of the Employee's compensation as defined in Subparagraph 4 in this Paragraph XXV; ~~r~~ or

(b) $40,000, as adjusted for increases in the cost of living under Code Section 415(d).

The limitation under (a) immediately above shall continue to be applied throughout the Limitation Year on the basis of compensation earned through each contribution date; and the limitation under (b) immediately above shall continue to be applied each pay period throughout the Limitation Year with the limitation for a pay period being the cumulative total of the stated dollar amount multiplied by a fraction, the numerator of which is one (1) and the denominator which is the number of pay periods during the Limitation Year for which the limitation is being applied.

### 2. Annual Addition

The Annual Addition in respect of any Employee for any Limitation Year shall mean the sum for such year of

(a) Company Contributions, ~~and Tax-Efficient Savings~~Pre-Tax Contributions, and Roth Contributions in respect of the Employee under this Plan, plus

(b) The Employee's After-Tax ~~Savings~~ Contributions.

### 3. Limitation Year

For purposes of this paragraph, "Limitation Year" shall mean the twelve (12) month period beginning April 1.

### 4. Compensation

As used herein, effective January 1, 2008, "compensation" shall mean the compensation (as defined by Code Section 415(c)(3) (as modified by Code Sections 414(u)(1) and (7) and Treasury Regulations Section 1.415-2~~(d)~~) paid or made available to an Employee during the Limitation Year in question. Effective January 1, 2009, differential wages, if

paid by the Company to a Member performing qualified military service (as defined in Code Section 414(u)) shall be included as compensation for purposes of this Subparagraph 4.

5. **Order of Application of Limitations**

If the Annual Addition shall exceed, or shall be reasonably projected to exceed, the limitation of such Annual Addition required by Subparagraph 1, any necessary or appropriate reduction in Employee After-Tax ~~Savings~~ Contributions, ~~or Tax-Efficient Savings~~Pre-Tax Contributions, and Roth Contributions shall be applied, first by reducing amounts contributed as ~~Tax-Efficient Savings~~Pre-Tax and Roth Contributions with respect to ~~p~~Profit ~~s~~Sharing ~~distributions~~Amounts and Lump Sum Bonus Amounts, second by reducing the Employee's After-Tax ~~Savings~~ Contributions, ~~and~~ third by reducing ~~Tax-Efficient Savings~~Pre-Tax Contributions, and fourth by reducing Roth Contributions.

Notwithstanding any other provision of the Plan, in conforming to the limitations of this Subparagraph, the aforementioned reductions in After-Tax ~~Savings~~ Contributions, ~~and Tax-Efficient Savings~~Pre-Tax Contributions, and Roth Contributions may be made in less than a full percentage amount and may be rounded to the nearest cent. Any reduction pursuant to this Paragraph may be effected:

(a) Before the Annual Addition reaches the limitation required by this Paragraph in order to carry out the ordering rule of this Paragraph, or

(b) ~~With respect to After-Tax Savings Contributions, retroactively as provided in Treasury Regulations Section 1.415-6(b)(6)(iv) by returning to the Employee such After-Tax Savings Contributions as are necessary to reduce the Employee's Annual Addition to such limitation, along with any Earnings or gains attributable to such returned Contributions. This retroactive reduction shall be made by a distribution by the Trustee to the Employee of the cash value of assets in the Employee's After-Tax Savings Contribution Account that are attributable to the Contributions to be returned, which contributions shall be those for the most recent month and such immediately preceding months as may be necessary to complete the return of such contributions; provided that if less than all of such Contributions for a month will complete such return, the cash value of~~

~~assets to be distributed shall be taken from the Employee's Account in proportion to the way in which such Contributions had been invested when made.~~ In accordance with the Employee Plans Compliance Resolution System as set forth in Internal Revenue Service Procedure 2008-50, as subsequently updated, modified or superseded.

6. **Members in Plans of Subsidiaries or Affiliated Employer**

If a Member, at any time during the Limitation Year, was a participant under any defined contribution plan (as that term is used in Code Section 415(c)) of a Subsidiary of the Company (all such plans being referred to herein collectively as "affiliate plans"~~?~~), then the determination of the Annual Addition in respect of such Member for such Limitation Year shall be modified as provided in this Subparagraph:

(a) Any employer contributions (as that term is used in Code Section 415(c)(2)(A)) and any forfeitures allocated during such year for the Account of such Member under all affiliate plans in respect of services performed prior to the Member's commencement of participation under this Plan shall be added to the amount determined under Subparagraph 2~~;~~ and

(b) Any ~~employee~~ Employee contributions (as that term is used in Code Section 415(c)(2)(B)) by such Member during such year under all affiliate plans in respect of services performed prior to the Member's commencement of participation under this Plan shall be taken into account for purposes of Subparagraph 2.

**XXVI. Transfer of Assets to or from the Plan**

1. A Member may elect to have the Plan accept a transfer from a savings plan of a Subsidiary where the Member was previously employed of any fully vested amounts, either in the form of cash or Company stock, provided that such acceptance would not require the Plan to provide benefits in an amount or form not otherwise provided under the Plan in order to preserve an accrued benefit under the transferor plan. Amounts transferred would be invested in accordance with the Member's election among investment elections available under the Plan made at the time of election to have assets transferred. Thereafter, all such assets shall be subject to all provisions of the Plan applicable to any other assets credited to the Accounts of Member~~'s Accounts~~.

2. A Member who is no longer eligible to contribute to the Plan may elect to have transferred from the Plan all, but not less than all, assets in such Member's Account under the Plan, either in the form of cash or Company stock, to a savings plan of a Subsidiary where the Member is currently employed, subject to acceptance by the transferee plan.

3. Effective December 31, 2004, the ZF Batavia LLC Savings Plan for Hourly Employees ("ZFBSPHE") was merged with the Plan, and all assets of the ZFBSPHE were transferred to the Plan on this date.

**XXVII. Employee Stock Ownership Plan**

1. There was established in the Plan an Employee Stock Ownership Plan ("ESOP") effective January 1, 1989. The ESOP consists of all the shares of Company stock in the Plan at any time and from time to time including all the shares in the Ford Stock Fund, shares formerly allocated to Members' Accounts and shares held in the suspense account as hereinafter described and all assets attributable to Ccontributions made after December 31, 1988, provided that the ESOP established in the Plan remains designed to invest exclusively in Company stock except for a small liquidity component to support daily activity.

2. The trustee of the ESOP shall be the Trustee of the Plan or such other qualified organization as the Company shall select (the "Trustee of the ESOP"). The Trustee of the Plan and the Trustee of the ESOP shall hold, invest, transfer and distribute the shares of Company stock and all other assets in the ESOP in accordance with the provision of this Paragraph XXVII and the Plan. In the event the Company selects an organization other than the Trustee of the Plan to be Trustee of the ESOP, their duties under the ESOP shall be allocated between them as hereinafter provided or in accordance with the provisions of the trust agreements appointing such Trustee of the Plan and Trustee of the ESOP.

3. **Loans**

   (a) The Trustee of the ESOP shall borrow on behalf of the ESOP an amount not exceeding the amount of dividends estimated by the Trustee of the ESOP, after consultation with the Trustee of the Plan and the Treasurer of the Company, to be paid on Company stock held continuously since January 1, 1989 in the ESOP for such period as the Trustee of the ESOP shall select, subject to a guarantee by the Company of payment of any such loan.

   (b) The Trustee of the ESOP is authorized to borrow such amount from such persons, including the Company, as the Trustee of the ESOP shall determine. The loan shall provide for repayment, within such period as the Trustee of the ESOP shall have selected, and shall be payable on such other terms as the Trustee of the ESOP in its sole discretion shall determine. The interest rate of a loan must not be in excess of a reasonable rate of interest.

(c) The proceeds of any such loan shall be used by the Trustee of the ESOP to purchase as soon as practicable shares of Company stock in accordance with the provisions of Paragraph XVII hereof. The Trustee of the ESOP is authorized to pledge such stock as security for payment of such loan. The loan shall be without recourse against the ESOP.

4. The Trustee of the ESOP shall hold the shares of Company stock so purchased in the Plan in a suspense account unallocated until such time as all or part of the related loan and interest thereon is paid as hereinafter provided. The Trustee of the ESOP shall vote shares of Company stock in the suspense account in its discretion, notwithstanding the provisions of Paragraph XVIII hereof.

5. The Trustee of the Plan and the Trustee of the ESOP shall apply dividends paid on Company stock held in the ESOP with respect to which a loan was taken, including shares held in the Ford Stock Fund, to payment of such loan made in accordance with Subparagraph 3 hereof and interest thereon.

In the event that such dividends paid on Company stock are not sufficient to enable the Trustee of the ESOP to make any payment on such loan the Trustee of the ESOP shall sell shares of Company stock held in the suspense account in an amount necessary to permit such payment provided, however, that the Company may elect to make an additional contribution to the Plan by making payment to the Trustee of the ESOP in an amount sufficient to enable the Trustee of the ESOP to make all or part of such payment without selling shares of Company stock held in the suspense account.

In the event that such dividends paid on Company stock and the amount realized from the sale of Company stock held in the suspense account are not sufficient to enable the Trustee of the ESOP to make any payment on such loan, the Company shall make an additional contribution to the Plan by making payment to the Trustee of the ESOP in an amount sufficient to enable the Trustee of the ESOP to make such payment or shall pay such amount to the lender.

6. The shares held in the suspense account shall be released from the suspense account to the Trustee of the Plan in an amount that bears the same ratio to the total number of shares in the suspense account as the amount of principal and interest paid on the loan bears to the total amount of principal and interest outstanding. The Trustee of the Plan shall allocate such shares so released to the Ford Stock

Fund and the Accounts of Members who have elected to invest in the Ford Stock Fund shall be adjusted as if the dividends paid on Company stock with respect to shares held in the Ford Stock Fund had been used to acquire shares of Company stock in the open market on the last day of the month preceding the date such shares are released from the suspense account.

To the extent that the number of shares released from the suspense account at any time is less than the number that would be required for allocation to the Ford Stock Fund if the dividends paid on Company stock had been used to acquire shares of Company stock in the open market at the closing price on the New York Stock Exchange on the dividend payment date, the Trustee of the ESOP shall release additional shares from the suspense account so that the value at the closing price on the New York Stock Exchange on the dividend payment date of the total number of shares released to the Trustee of the Plan for the Ford Stock Fund shall equal the total of:

(a) The dividends paid to the Trustee of the ESOP by the Trustee of the Plan with respect to Company stock held in the Ford Stock Fund, and

(b) The dividends received by the Trustee of the ESOP with respect to Company stock held in the suspense account.

If there are not enough additional shares in the suspense account to satisfy the requirement of the immediately preceding sentence, the Company shall make an additional contribution to the Plan in an amount sufficient to permit the Trustee of the ESOP to acquire additional shares so that the value at the closing price on the dividend payment date of the shares released to the Trustee of the Plan plus cash, if any, shall equal the dividends paid by the Trustee of the Plan with respect to Company stock to the Trustee of the ESOP. If at the end of any Plan Year, or after the final payment of any loan effected pursuant to Subparagraph 3 above, additional shares of Company stock have been released from the suspense account during the Plan Year to satisfy the requirements of the first sentence of this paragraph and there is not at the end of the Plan Year an excess of shares as described in the immediately following paragraph at least equal in value to the value of the additional shares released (measured as provided in the first sentence of this paragraph) previously in the Plan Year, the Company shall make an additional contribution to the Plan so that the total value of the excess shares

described in the immediately following paragraph and the contribution equals the value (as determined in the first sentence of this paragraph) of the additional shares released.

To the extent that the number of shares released from the suspense account at any time exceeds the number that would be required if the dividend paid on Company stock had been used to acquire shares of Company stock in the open market, the excess shall be held by the Trustee of the ESOP and released at the end of the calendar year to the Trustee of the Plan for an addition to the Ford Stock Fund and allocation of additional units in the Ford Stock Fund to the Accounts of Members in an amount proportional to the number of Ford Stock Fund units in their Accounts.

7. Contributions to the ESOP for any eligible Employee who is a highly compensated employee shall be limited to the extent required under the principles described in Paragraph IV with respect to ~~Tax-Efficient Savings~~Pre-Tax Contributions and Roth Contributions.

8. The Committee is authorized to make such adjustments in the administration of the Plan and the ESOP as it deems necessary, appropriate or desirable to carry out the purposes and intents of this Paragraph XXVII.

9. In the event that any or all of the tax benefits available under the tax laws on the effective date hereof are restricted or eliminated, as determined by the Company, the Trustee of the ESOP is authorized upon direction by the Company to sell upon such terms, at such times and to such persons, as the Trustee of the ESOP in its sole discretion shall determine, any or all of the shares of Company stock in the suspense account and to use the proceeds of such sale to pay all or part of the loan balance outstanding, together with interest thereon. Any excess shares in the suspense account at such time shall be allocated as provided in Subparagraph 6 hereof.

APPENDIX A

ADDITIONAL MUTUAL FUNDS AND NON-MUTUAL FUNDS

| | |
|---|---|
| ~~TARGET-DATE RETIREMENT FUNDS*--PASSIVELY MANAGED:~~<br>~~BlackRock LifePath® Index Retirement NL Fund~~<br>~~BlackRock LifePath® Index 2015 NL Fund~~<br>~~BlackRock LifePath® Index 2020 NL Fund~~<br>~~BlackRock LifePath® Index 2025 NL Fund~~<br>~~BlackRock LifePath® Index 2030 NL Fund~~<br>~~BlackRock LifePath® Index 2035 NL Fund~~<br>~~BlackRock LifePath® Index 2040 NL Fund~~<br>~~BlackRock LifePath® Index 2045 NL Fund~~<br>~~BlackRock LifePath® Index 2050 NL Fund~~ | ~~EQUITY FUNDS -- ACTIVELY MANAGED - INTERNATIONAL:~~<br>~~T. Rowe Price International Discovery Fund~~<br><br>~~EQUITY FUNDS -- ACTIVELY MANAGED - DOMESTIC:~~<br>~~Fidelity Contrafund®~~<br>~~Fidelity Growth Company Fund~~<br>~~Neuberger Berman Genesis Fund -- Institutional Class~~<br>~~Royce Low-Priced Stock Fund - -- Institutional Class~~ |
| ~~EQUITY FUNDS PASSIVELY MANAGED:~~<br>~~BlackRock EAFE Equity Index Fund -- Class T*~~<br>~~Vanguard U.S. Equity Index Fund*~~<br>~~Vanguard Extended Market Index Fund - Institutional Plus~~ | ~~FIXED-INCOME:~~<br>~~PIMCO Total Return - Institutional Class~~<br>~~SSgA U.S. Inflation Protected Bond Index Fund -- Class A*~~ |
| | ~~ACTIVELY MANAGED -- REIT:~~<br>~~ING Clarion Global Real Estate Securities Fund*~~ |

~~*Non-Mutual Funds~~

BDS 9/4/15
RW 9/4/15
MAK 9/4/15

cba3/00471/1
a
08/19/15

**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

**EQUITY FUNDS - PASSIVELY MANAGED**

BlackRock International All Cap Equity Index NL Fund*
Vanguard Extended Market Index Fund - Institutional Plus
Vanguard U.S. Equity Index Fund*

**EQUITY FUNDS - ACTIVELY MANAGED**

Fidelity Growth Company Fund - Class K
Neuberger Berman Genesis Fund - R6 Class
T. Rowe Price International Small-Cap Equity Trust*

**REAL ASSETS - PASSIVELY MANAGED**

SSgA Real Asset Fund - Class A*

*Non-Mutual Funds

RSE MB BR

BJS 9/4/15
RW 9/4/15
MAK 9/4/15

cba3/00471/2a
08/19/15

APPENDIX B

PARTICIPATING EMPLOYERS

AS OF DECEMBER 31, 2014

Ford Motor Company

~~AAI Employee Services Company, LLC~~

JS 9/4/15
RW 9/4/15
MK 9/4/15a

cba3/00471/3
08/19/15

## 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 the Member's 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 ~~by the Committee~~

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 ~~Committee~~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 ~~claimant receives~~ 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 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 ~~Committee~~ Board of Appeals is reviewing the appeal, it will be considered at the ~~Committee's~~ Board of Appeals' next regularly scheduled meeting. If it is filed within thirty (30) days of the next meeting, a decision by the ~~Committee~~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. 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 ~~Committee~~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 ~~Committee~~ 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, ~~shall~~ 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 Group Vice President and General Counsel 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 Group Vice President and General Counsel 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 Group Vice President and General Counsel, such person shall have full authority and sole discretion to determine the manner in which to discharge such

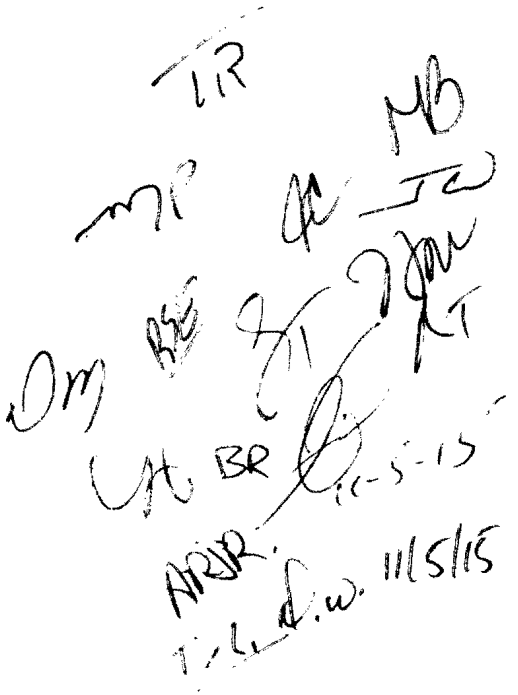
person's responsibility with respect to the review of the claim or the appeal. This includes, but is not limited to, retaining the responsibility to review the claim or appeal, appointing an independent fiduciary, seeking a declaratory judgment in federal court, or seeking review of the claim or appeal by an existing or specially appointed committee of the Board of Directors. The Group Vice President and General Counsel, or any person who is responsible for making the decision with respect to the claim or appeal as determined by the Group Vice President and General Counsel 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 Group Vice President and General Counsel or the Appointees each severally shall have full power and discretion under the Plan to consider Member fiduciary claims.

Decisions of the Committee, the Group Vice President and General Counsel 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.



cba3/00472/7
d
11/05/15

XXIX. Limitation on Claims

No legal action may be brought by a Member, dependent, beneficiary, or the estate or legal representative thereof for entitlement to benefits under the Plan ~~or for breach of fiduciary duty~~until after the claims and appeals procedures of the Plan have been exhausted. ~~Unless a different period of limitation is specifically provided under ERISA, any claim under the Plan must be brought no later than two years after such claim has accrued in order for the review authorities to conduct a timely and effective investigation of the claim.~~ Such legal action must be brought no later than twenty-four months after the date of the Board of Appeal's denial of the appeal. For matters not specifically addressed in Paragraph XXVIII, no other actions may be brought against the Plan more than ~~six~~ twenty-four months after ~~such claim has accrued~~the date of the last action that gave rise to the claim. If a court determines that these provisions allow an unreasonably short period of time to bring a legal action, then the court shall enforce these provisions as far as possible and declare the legal action barred unless it was started within the minimum reasonable time that the action should have been started.

cba3/00473
c
11/05/15

# Legal Services Plan

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.
~~Alan R. Mulally~~
Mark R. Fields
John J. Fleming
~~Martin J. Mulloy~~
William P. Dirksen
~~James Tetreault~~
Bruce Hettle
~~William P. Dirksen~~
Stacey Allerton
~~Rick Popp~~
Bernie Swartout
Jack L. Halverson
~~Sarah B. Orwig~~
Alan Evans
Frederiek Toney
~~Jeff C. Wood~~
Anthony Hoskins
~~Ken Williams~~
Alex Maciag
Helmut E. Nittmann
~~Keith A. Kleinsmith~~
David Cook

Jim Larese
James E. Brown
~~Sandy L. Krus~~
Steve Guilfoyle
~~Steve Majer~~
Tyffani Morgan-Smith
~~Gregory M. Stone~~
Rick Puckett
~~Richard W. Gross~~
Julie Lavender
Stephen M. Kulp
~~Michelle Streicher~~
Terri Faison
~~Pat G. Keegan~~
Don Gelinas
~~Chris Basmadjian~~
Cameron Ruesch
~~Scott D. Rozzi~~
Christine Baker

UAW

| International Union | National Ford Council |
|---|---|
| ~~Bob King~~ | ~~Joel Goddard, Subcouncil #6~~ |
| Dennis Williams | Bernie Ricke, Subcouncil #1 |
| Jimmy Settles | Scott Eskridge, Subcouncil #2 |
| ~~Frank DiGiorgio~~ | Anthony Richard, Subcouncil #1 |
| Greg Drudi | Tim Rowe, Subcouncil #2 |
| ~~Wendy Fields-Jacobs~~ | ~~Dwayne Walker, Subcouncil #2~~ |
| Chuck Browning | Fred Weems, Subcouncil #2 |
| ~~Greg Drudi~~ | ~~Anthony Richard, Subcouncil #1~~ |
| Darryl Nolen | Jeff Wright, Subcouncil #2 |
| ~~Chuck Browning~~ | ~~Larry Brdak, Subcouncil #3~~ |
| Bob Tiseo | Greg Tyler, Subcouncil #3 |
| ~~Frank Keatts~~ | ~~Mike Whited, Subcouncil #3~~ |
| Don Godfrey | Mike Beydoun, Subcouncil #3 |
| ~~Darryl Nolen~~ | ~~Jerry Lawson, Subcouncil #4~~ |
| Garry Bernath | T. J. Gomez, Subcouncil #4 |
| ~~Ruben Flores~~ | ~~Dan Weaver, Subcouncil #4~~ |
| | Mark Payne, Subcouncil #4 |

cba3/00364/1
a
10/22/15

Dave Mason, Subcouncil #5
~~Tony Vultaggio, Subcouncil #5~~
Jim Caygill, Subcouncil #5
~~Tom Kanitz, Subcouncil #6~~
Romeo Torres, Subcouncil #7
~~Matthew Barnett, Subcouncil #7~~
Anderson Robinson Jr., Recording Secretary

cba3/00364/2
a
10/22/15

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES

# NOTES