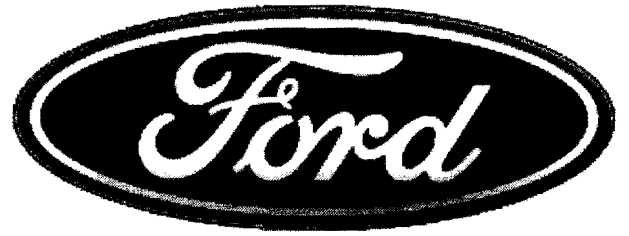


# 2015 UAW - FORD

## Unpublished Letters



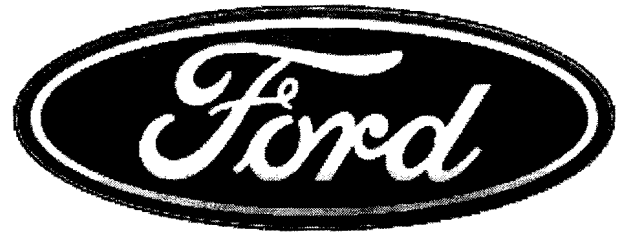


# **2015 UAW-FORD Unpublished Letters**

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## **Working Agreement**

UNPUBLISHED

XX/XX/XXXX

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

Dear Mr. Settles:


Subject: 2015 ~~2011~~ Collective Bargaining Agreement

The purpose of this letter is to confirm the past practice of the parties for the Education Development and Training Program (EDTP) to pay for the publication and distribution of the 2015 ~~2011~~ Collective Bargaining Agreement.

Very truly yours,

~~Martin J. Mulloy~~ William P. Dirksen,  
Vice President  
Labor Affairs

Concur: \_\_\_\_\_  
Jimmy Settles

  
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**20115 SETTLEMENT AGREEMENT  
BETWEEN FORD MOTOR COMPANY AND THE UAW**

As of this 4<sup>th</sup> xx day 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) hereby agree as follows:

1. NEW COLLECTIVE BARGAINING AGREEMENT

A 2015 ~~2011~~ Collective Bargaining Agreement with Appendices, supplemental agreements and other agreements and employee benefit plans is agreed to, which shall be the same as the Collective Bargaining Agreement with Appendices, supplemental agreements and other agreements and employee benefit plans dated October 4, 2011 ~~November 03, 2007 and February 23, 2009~~, except that they shall be revised as shown on the pages which are initialed by the parties and attached hereto, and shall all have the same date as the 2015 ~~2011~~ Collective Bargaining Agreement. Included are the following Appendices, supplemental agreements and other agreements and employee benefits plans, as modified, supplemented or added:

- A 2015 ~~2011~~ Skilled Trades Supplemental Agreement, including its Exhibit I, Apprenticeship Standards.
- A 2015 ~~2011~~ Agreement concerning Retirement Plan and an amended Retirement Plan.
- A 2015 ~~2011~~ Agreement concerning Supplemental Unemployment Benefit Plan and an amended Supplemental Unemployment Benefit Plan.
- A 2015 ~~2011~~ Agreement concerning Profit Sharing Plan and an amended Ford Motor Company Profit Sharing Plan for the Hourly Employees in the United States.
- A 2015 ~~2011~~ Agreement concerning Tax-Efficient Savings Plan for Hourly Employees and an amended Tax-Efficient Savings Plan for Hourly Employees.
- A ~~amended~~ Memorandum of Understanding concerning Legal Services benefits provided UAW-Ford Legal Services Plan for UAW-Represented Hourly Employees of Ford Motor Company in the United States.

*[Handwritten signatures and initials]*  
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- The Memorandum of Understanding, Continuous Improvement Forums, identified as Appendix J of the 2015 ~~2011~~ Collective Bargaining Agreement provided that it shall continue to be a "living agreement." ~~and not subject to Article X § 10 or Article XI §§ 2, 3, and 4 of the 2015 2011 Collective Bargaining Agreement.~~
- The amended Memorandum of Understanding, Voluntary Overtime, identified as Appendix H of the 2015 Collective Bargaining Agreement.
- The amended Memorandum of Understanding, Temporary ~~Part-Time~~ Employees, identified as Appendix K of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, Job Security Program, identified as Appendix M of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, Preferential Placement Arrangements, identified as Appendix N of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, Return to Basic Unit, identified as Appendix O of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, Sourcing, identified as Appendix P of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, "Best-in-Class" Quality Program, identified as Appendix Q of the 2015 ~~2011~~ Collective Bargaining Agreement, provided that it shall continue to be a "living agreement" and not subject to Article X, § 10 or Article XI, §§ 2, 3 and 4 of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended UAW-Ford Memorandum of Understanding for the Health and Safety of Employees, identified as Appendix S of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The amended Memorandum of Understanding, National Programs Center; Education, Development and Training Program, ~~and Technical Skills Program~~, identified as Appendix T of the 2015 ~~2011~~ Collective Bargaining Agreement.

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- The amended Memorandum of Understanding, Employee Support Services Program identified as Appendix U of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The Memorandum of Understanding, In-Progression Entry-Level Wages & Benefits identified as Appendix V of the 2015 ~~2011~~ Collective Bargaining Agreement.
- The ~~new~~ Memorandum of Understanding, Alternative Work Schedules identified as Appendix W of the 2015 ~~2011~~ Collective Bargaining Agreement.

2. EDUCATION, DEVELOPMENT AND TRAINING PROGRAM

The Company will make available funds for the Education, Development and Training Program, commencing with the Effective Date of the 2015 ~~2011~~ Collective Bargaining Agreement, in the following manner. The Company will make available funds equivalent to ten cents (10¢) per hour worked to fund the Program, the UAW-Ford National Programs Center and its activities. The Company also will make available funds equivalent to amounts per overtime hour worked in excess of five percent (5%) of straight time hours worked (calculated on a twelve month rolling average) in accordance with the following schedule:

Overtime Hours as Percent of Straight-Time Hours	Additional Amounts Per Over Time Hour
5% or Less	\$0.00
Greater than 5% through 12%	\$1.25
Greater than 12% through 13%	\$1.50
Greater than 13% through 14%	\$2.00
Greater than 14% through 15%	\$2.50
Greater than 15% through 16%	\$3.00
Greater than 16% through 17%	\$3.50
Greater than 17% through 18%	\$4.00
Greater than 18% through 19%	\$4.50
Greater than 19%	\$5.00

In addition, four cents (4¢) per hour worked will be made available by the Company to the Program for the purpose of Health and Safety training activities; up to \$2,000,000 of the total thus made available is specifically allocated for Health and Safety research projects under Appendix S. These funds shall be booked at the end of each closed roll month in an account designated for the Program, the Center and its activities, or such other purposes for the benefit of

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Collective Bargaining Agreement or prior thereto, they shall meet to terminate the Program, the Center and any or all of its activities. After all outstanding claims to monies in the account have been settled, any monies remaining in the Program's account shall be disposed of in such a manner as the parties shall agree at the time of the Program's termination. After disposing of funds booked to the account, any other monies that the agreed upon formulas in the first paragraph above would have produced during the remaining life of the 2015 2011 Collective Bargaining Agreement also shall be disposed of as determined by the parties at the time of the Program's termination.

3. LOCAL TRAINING FUNDS

In connection with the Local Training Funds, the Company will make available funds equivalent to five cents (5¢) per hour worked under the 2015 2011 Collective Bargaining Agreement, to the Local Training Funds. Such funds will accrue by the location for use by the appropriate location. Uncommitted Local Training Fund balances accrued under the 2011 2007 Collective Bargaining Agreement as of its expiration will be carried forward under the 2015 2011 Agreement. Notwithstanding the five cents (5¢) for Local Training Funds, the Education, Development and Training Program Joint Governing Body may reallocate accruals between Local Training Funds and Education, Development and Training Program funds as deemed appropriate. The Joint Governing Body also may reallocate uncommitted Local Fund balances between individual locations if necessary to enable use of such funds. In the event of discontinuance or expiration of the Local Training Funds provision, any balances of Local Funds will remain with the Company, and the Union will have no claim on such funds.

4. JOINT PROGRAMS STAFFING

In connection with the Education, Development and Training Program, the parties agreed to continue UAW and Company staffing for joint programs committees under the 2015 2011 Agreement. Numbers of UAW and Company staff representatives will continue to be jointly agreed upon. Wages and expenses of agreed upon UAW and Company staff will continue to be paid from the Education, Development and Training Program, provided that the parties may elect to continue funding these representatives upon reassignment among joint committee efforts.

5. OTHER AGREEMENTS, LETTERS OF UNDERSTANDING

New supplemental agreements, appendices, and letters of understanding, in addition to those referred to above, are

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agreed to and shall be the same as those currently in effect except that certain of them shall be canceled or revised and new ones agreed to as shown on the pages which are initialed by the parties and attached hereto.

6. OTHER CONFORMING CHANGES

In addition to the pages initialed by the parties and attached hereto, (1) language in the 2011 2007 agreements that had only temporary effect may be deleted; (2) dates may be appropriately updated; (3) cross references may be corrected; and (4) references to position titles and other provisions may be updated and made consistent. These may be done by agreement of designated representatives of the parties, even though no initialed page showing such change is attached hereto. Such representatives may also determine whether it is feasible to reduce the number of gender-specific references or whether to include a provision that such references are deemed to apply to either sex.

7. COLLECTIVE BARGAINING AGREEMENT CHANGES OR WAIVERS

It is agreed that it may be beneficial for local unions and local management to consider and implement innovative programs, pilot projects, experiments or other changes to promote human resource development, enhance competitiveness, and improve job security and related matters at selected Company locations. It is further agreed that, in order to facilitate and encourage such changes, it may be necessary to change or waive certain provisions of the 2015 ~~2011~~ Collective Bargaining Agreement, supplemental agreements and appropriate local agreements at such locations. 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 both by the Labor Affairs ~~Human Resources~~ Staff of the Company and the National Ford Department of the Union. Such changes would be effective only at the location(s) specifically designated.

8. CHECK-OFF OF DUES

If the Union notifies the Company that, for dues and other lawful union security purposes, an appropriate portion of lump-sum payments under the Letter of Understanding relating to the Up Front Lump Sum Payment, Inflation Bonus Lump Sum Payment, Competitiveness Bonus, and the Profit Sharing Plan shall be considered as wages, it may request a deduction therefrom for those employees authorizing the check-off of union dues under Article III and Appendix A of the 2011 Collective Bargaining Agreement.

9. TEMPORARY EXTENSION OF OLD AGREEMENT

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The terms of all agreements covered by the Union's notice of termination to the Company dated June 22, 2015 ~~June 21, 2011~~, and the Company's notice of termination to the Union dated February 13, 2015 ~~June 27, 2011~~, are extended until such date as the 2015 ~~2011~~ Collective Bargaining Agreement shall become effective as provided in paragraph 10 hereof.

10. EFFECTIVE DATES AND RATIFICATION

The 2015 ~~2011~~ Collective Bargaining Agreement and related agreements shall become effective on the first Monday following the date of receipt by the Company from the Union of written notice on or before XX/XX/XXXX ~~October 24, 2011~~, that any proper ratification procedure required by the Union has been completed, all as more fully set forth in Article XI, Section 1, of the 2015 ~~2011~~ Collective Bargaining Agreement attached hereto and made a part hereof, and shall be executed and dated as of such date (herein referred to as the "Effective Date"), and shall continue in full force and effect thereafter in accordance with their respective terms. The term "Effective Date" as used also in the 2015 ~~2011~~ Collective Bargaining Agreement and any other agreement, letter or other document supplementary or related thereto or associated therewith means such Effective Date. With respect to those plants at which local issues appropriate for local bargaining in 2015 ~~2011~~ have not been disposed of in local settlements as of the Effective Date, the Company will waive, as to such issues, the provisions of the 2015 ~~2011~~ Collective Bargaining Agreement prohibiting or limiting the right to strike. No such strike shall be authorized or called, however, without at least five (5) working days prior notice from the National Ford Department to Labor Affairs ~~Human Resources~~ Staff of the intention to authorize any such strike. Such waiver shall be for the duration of the continuance of the strike at such plant.

11. COUNTERPART SIGNATURES

The signatures and names hereon shall be applicable to each of the various agreements attached hereto in the same manner and with the same effect as if physically subscribed thereon.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

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

FORD MOTOR COMPANY

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~~Bob King~~ Dennis Williams

William C. Ford, Jr.

Jimmy Settles

~~Alan R. Mulally~~ Mark R. Fields

~~Frank Digorgio~~ Greg Drudi

Joe Hinrichs

~~Wendy Fields-Jacobs~~ Chuck Browning

John J. Fleming

~~Greg Drudi~~ Darryl Nolen

~~Martin J. Mulloy~~ William P. Dirksen

~~Chuck Browning~~ Bob Tiseo

~~James Tetreault~~ Bruce Hettle

~~Frank Keatts~~ Don Godfrey

~~William P. Dirksen~~ Stacey Allerton

Darryl Nolen Garry Bernath

Rick Popp Bernie Swartout

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~~Ruben Flores~~ Bernie Ricke

~~Jack L. Halverson~~

~~Joel Goddard~~ Scott Eskridge

~~Sarah B. Orwig~~ Alan Evans

~~Bernie Ricke~~ Anthony Richard

~~Frederiek Toney~~

~~Scott Eskridge~~ Tim Rowe

~~Jeff C. Wood~~ Anthony Hoskins

~~Dwayne Walker~~ Fred Weems

~~Ken Williams~~ Alexandria Maciag

~~Anthony Richard~~ Jeff Wright

~~Helmut E. Nittmann~~

~~Larry Brdak~~ Greg Tyler

~~Keith A. Kleinsmith~~ David Cook

~~Mike Whited~~ Mike Beydoun

~~Jim Larese~~

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Handwritten initials: JH, BA

Handwritten notes and signatures: MB, TB, WTH, ST, JH, JW, BR, LM, LVO, R, ARSR, AN, MS, JC

~~Jerry Lawson~~ T. J. Gomez

~~James E. Brown~~

~~Toney Vultaggio~~ Mark Payne

~~Sandy L. Krus~~ Steve Guilfoyle

~~Dave Mason~~ Dave Mason

~~Steve Majer~~ Tyffani Morgan-Smith

~~Dan Weaver~~ Jim Caygill

~~Gregory M. Stone~~ Mark Jones

~~Tom Kanitz~~ Romeo Torres

~~Richard W. Gross~~ Julie Lavender

~~Matthew Barnett~~ Anderson Robinson Jr.

~~Stephen M. Kulp~~

~~Michelle H. Streicher~~ Terri Faison

~~John Wright~~

~~Pat G. Keegan~~ Don Gelinas

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Handwritten notes and signatures in the bottom right corner, including "MB", "13", "MP", "BR", "RT", "JA", "KJ", "PC", and various initials.

Chris A. Basmadjian Cameron  
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Scott D. Rozzi Christine Baker

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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: Administrative Guidelines - PS&L Chairperson's Pay -  
Unplanned Overtime

During these negotiations, the parties discussed the matter of PS&L representation compensation. The parties discussed inequities resulting from the "same day" methodology for computing the Chairperson's overtime allocation.

This will confirm the parties' understanding that the Chairperson may elect at his/her discretion, the "same day" or "in arrears" overtime methodology. To address the overtime inequity between the two methods resulting from unplanned overtime at the end of the single shift multi-start time PS&L operation, the parties agree when unplanned overtime is scheduled on the same shift, the Chairperson is scheduled and is unable to work the overtime on the same shift/workday due to lack of opportunity, the Chairperson will be afforded the opportunity to work the overtime generated (the prior shift/workday) on any day during the same pay ending the overtime was generated.

In the event the unplanned overtime is scheduled on the same shift, the Chairperson is scheduled toward the end of the workweek, and the Chairperson is unable to work the overtime during the same pay ending (i.e. unplanned overtime generated on Thursday or Friday), the Chairperson will be afforded the opportunity to use the overtime generated the prior workday, during the next pay period.

Implementation of these clarifications will be effective as soon as practicable but no later than 45 days after the effective date of this Agreement.

Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

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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: Appointed Representation Structure at Brownstown/Parts Depots

During these negotiations, the parties discussed the appointed  
representation structure in place at the consolidated Brownstown/Parts  
Depots Bargaining Unit.

This will confirm the parties' understanding, that the two incumbent  
full-time Quality representatives appointed at the National Parts  
Distribution Center, and the Detroit Parts Distribution Center  
pursuant to the February 7, 1989 Letter of Understanding, addressed to  
Don Lidell from Nelson Lessig, will be reduced through attrition and  
there will not be a replacement for either position.

Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

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October 3, 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: Current And Future Product Commitment

During the ~~2011~~ 2015 Negotiations, the Company and the Union held extensive discussions on maintaining a strong manufacturing presence in the U.S. and the need to secure and protect jobs for UAW members.

The Union has called upon the Company to commit to greater levels of investment within the U.S. and to secure UAW jobs. The Company shares the Union's concern regarding long-term stability for its employees. It is mutually understood that viability for the Company and job security for its employees can only be forged in the production of profitable vehicles. The parties realize that Ford's ability to maintain its manufacturing presence in the U.S. with the commitment of future investment is predicated on market demand to support volume, favorable business cases (including factors such as ~~local~~ government incentives, etc.), competitive local agreements, profitable vehicles, and stable market segments. As a result of these discussions, the following product commitments have been made. The total impact of these commitments is estimated at over ~~12,000~~ 8,500 new or secured jobs and over ~~\$6.2~~ \$9.0 billion of investment by the end of this Agreement.

~~In addition to this plant investment, the Company will also make significant investment in engineering, support activities, and the supply base that will support manufacturing in UAW-represented facilities. In total, approximately \$16 billion of investment in U.S. manufacturing is planned over the term of the agreement.~~

Any issues that arise relative to the interpretation of this Agreement or the implementation of the commitments contained herein will be discussed and resolved by the Company and the UAW, National Ford Department.

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

Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

Concur: Jimmy Settles

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UR CH BR  
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**Assembly Operations**

**Chicago Assembly Plant**

- o All new Explorer
- o All new Police SUV Interceptor
- o New product to be added
- o Taurus will continue through its product lifecycle

**Dearborn Truck Plant**

- o F-150 Truck will continue
- o New Raptor to be added

**Flat Rock Assembly Plant**

- o Mustang will continue
- o Add all new Lincoln Continental
- o Fusion continues through its current product lifecycle  
(based on market demand)

**Kansas City Assembly Plant**

- o F-150 Truck will continue
- o Transit will continue

**Kentucky Truck Plant**

- o All new Super Duty
- o Expedition / Navigator continues with major investment
- o Instrument Panel, Cooling Module, Rear Door Subs to be insourced

**Louisville Assembly Plant**

- o All new Escape
- o Current model MKC will continue through its product lifecycle

**Michigan Assembly Plant**

- o New product to be added in 2018
- o Additional product planned no later than 2020

**Ohio Assembly Plant**

- o Medium Truck continues
- o E-Series Cutaway and Stripped Chassis continue
- o New product to be added

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## Engine Operations

### Dearborn Engine

- o 2.0L I4 engine will continue, with upgrade

### Cleveland Engine

- o 3.7L TiVCT engine will continue, with upgrade
- o 3.5L GTDI V6 engine will continue, with upgrade
- o 2.0L / 2.3L GTDI engines will continue, with upgrades

### Lima Engine

- o 3.5L TiVCT engine will continue, with upgrade
- o 2.7L engine will continue, with upgrade
- o 2 New V6 engine displacements

### Romeo Engine

- o 5.2L engine will continue, with upgrade
- o 6.2L engine will continue, with upgrade and new displacement to support Super Duty
- o 5.0L Block and Con Rod continue
- o Add Head Machining module

### Woodhaven Forging

- o Current Engine family forgings will continue

## Transmission & Driveline Operations

### Livonia Transmission

- o 6R80 transmission will continue
- o Add 3 new transmissions
- o Add gear machining

### Sharonville Transmission

- o 6R140 transmission will continue
- o 6R/6F gear machining will continue
- o New transmission family
- o Gear machining for 2 new transmissions

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### Van Dyke Transmission

- 6F/6FM transmissions will continue
- HF35 transmission will continue
- Add 3 new transmissions

<b>Transmission &amp; Driveline Operations (Continued)</b>
--

### Rawsonville

- FHEV Batteries will continue, with upgrade
- Coil on Plug, AIS, and Carbon Canisters will continue
- 6F / HF35 Kitting will continue
- Sequencing for DTP will continue
- 6R140 Oil Pump will continue

### Sterling Axle

- Legacy axles and RDU will continue
- Investment in Expedition / Navigator axles
- All new Explorer axle

<b>Stamping Plants</b>
------------------------

### Buffalo Stamping Plant

- Stampings for Edge / MKX will continue
- Stampings for all new Super Duty
- Stampings for Expedition / Navigator

### Chicago Stamping Plant

- Stampings for Explorer and Transit will continue
- Stampings for new Explorer and new product

### Dearborn Stamping Plant/ Dearborn Diversified Manufacturing Plant

- New press line
- New hydroform press and 2 machining lines to be added
- Stampings/hydroforming and sub-assemblies for F-150 will continue
- Stampings/hydroforming for all new Super Duty

### Woodhaven Hot-Metal Forming Plant (Formerly Woodhaven Stamping)

- 5 new metal forming lines and new laser cells

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- o Utilize 3 existing and 2 new press lines

The parties understand that the expected conditions upon which these commitments were based can change, potentially affecting the product and/or manpower discussed. If any changes are anticipated, the parties will discuss the situation in advance.

During the last four years, the parties have successfully insourced over ~~2,200~~ 2,400 jobs through joint cooperation and trust, ~~exceeding the Company's commitment by 45%.~~ Completion of this effort was accomplished through a collaborative, inclusive approach where all parties understood the value of job creation and competitiveness. The long term viability of both the Company and Union rests upon our ability, together, to find increased opportunities to profitably grow the business.

The opportunities to profitably grow the business have not been exhausted. During the term of this Agreement, the parties commit to continue the work done during the course of the previous agreement and to continue to secure the future of both Ford and the UAW.<sup>1</sup>

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<sup>1</sup> Paragraphs previously located on the last page and moved to current page



## Assembly Plants

### Auto Alliance Plant Flat Rock Assembly Plant

- ~~o Additional shift for next generation Fusion capacity~~
- ~~o Next generation Mustang~~
- ~~o Incremental Stampings~~
- ~~o Mazda 6 will end production~~

### Chicago Assembly Plant

- ~~o Police Vehicle products will be insourced~~
- ~~o 3<sup>rd</sup> shift added~~
- ~~o Taurus and Explorer will continue~~
- ~~o Front Suspension (less corner module) will be insourced~~

### Dearborn Truck Plant

- ~~o Next generation F-150 Truck~~

### Kansas City Assembly Plant

- ~~o Next generation F-150 Truck~~
- ~~o Transit product brought to United States from Europe~~
- ~~o 2<sup>nd</sup> shift of F-150~~
- ~~o A new integrated Stamping Plant with a new press line will be launched~~
- ~~o Agree to study adding a Vehicle Personalization Center~~

### Kentucky Truck Plant

- ~~o Next generation Superduty Truck~~
- ~~o Expedition/Navigator continue~~
- ~~o Will add one press line~~
- ~~o Incremental Stampings~~

### Louisville Assembly Plant

- ~~o Escape to be launched~~
- ~~o New product to be added~~
- ~~o Agree to study adding a Vehicle Personalization Center~~
- ~~o 3<sup>rd</sup> shift added~~

### Michigan Assembly Plant

- ~~o C-MAV will be insourced from Europe~~
- ~~o 3<sup>rd</sup> shift added~~
- ~~o Focus continues~~
- ~~o Focus BEV to be added~~

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- ~~o Will add one press line and one new progressive press~~
- ~~o Incremental Stampings~~
- ~~o Agree to study adding a Vehicle Personalization Center~~

#### **~~Ohio Assembly Plant~~**

- ~~o Medium Truck will be insourced from Mexico~~
- ~~o Medium Truck Frame Assembly will be insourced from Mexico~~
- ~~o Motor Home Chassis will be insourced~~
- ~~o The E-Series Cutaway/Chassis continues~~
- ~~o E-Series Van/Wagon will balance out~~

#### **~~Twin Cities Assembly Plant~~**

- ~~o The plant will close~~

#### **Stamping Plants**

##### **~~Buffalo Stamping Plant~~**

- ~~o Flex/MKT Stampings~~
- ~~o Incremental Stampings~~
- ~~o Add blanker~~

##### **~~Chicago Stamping Plant~~**

- ~~o Taurus/Explorer Stampings.~~
- ~~o Incremental Stampings~~

##### **~~Dearborn Stamping Plant/ Dearborn Diversified Manufacturing Plant~~**

- ~~o F-150 Stampings~~
- ~~o F-150 Hydroforming to be added~~
- ~~o F-150 components sub-assembly~~
- ~~o Will add four new press lines, three new blankers/shears~~
- ~~o Four new hydroforming lines with two new hydroform presses~~

##### **~~Walton Hills Stamping Plant~~**

- ~~o Plant will close~~

##### **~~Woodhaven Stamping Plant~~**

- ~~o Expedition/Navigator Stampings~~
- ~~o F150 stampings for present program~~

#### **Engine Operations**

##### **~~Dearborn Engine~~**

- ~~o 2.0L I4 continues~~
- ~~o 2.0L I4 Capacity increase~~

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~~o Vehicle Personalization Center for F-150~~

#### **Cleveland Engine Site**

- ~~o 3.7L V6/3.5L GTDI V6 continue~~
- ~~o Small Displacement Engine Assembly to be added~~
- ~~o 3<sup>rd</sup> shift to be added for V6~~
- ~~o Crank Module to be added~~
- ~~o Plant 2 will close~~

#### **Lima Engine**

- ~~o Duratec 3.5/3.7L V6 continues~~
- ~~o Small V6 to be added~~

#### **Romeo Engine**

- ~~o 6.2L V8 continues~~
- ~~o 5.4L upgraded to 5.8L and continues~~
- ~~o 5.0L block continues/ 5.0L con rod flex capacity begins~~
- ~~o 4.6L V8 will balance out~~

#### **Rawsonville**

- ~~o 6F35/50/FN Trans Kitting continues~~
- ~~o HF35 Trans Kitting will be insourced~~
- ~~o 2012 Hybrid Electric Vehicle Battery Pack will be insourced from Mexico~~
- ~~o 6R140 Oil Pump will be insourced from China~~
- ~~o Portions of MAP/DTP Sequencing will be insourced~~
- ~~o Carbon Canisters / Air Induction Assembly continue~~
- ~~o Coils and Starters will balance out~~

#### **Transmission & Driveline Operations**

##### **Livonia Transmission**

- ~~o 6R transmission continues~~
- ~~o 6R Capacity increase~~
- ~~o 4R transmission will balance out~~

##### **Sharonville Transmission**

- ~~o 6R140 Transmission continues~~
- ~~o 6R140 Medium Truck application insourced~~
- ~~o 6R, 6F, 6F Mid-Range gears and 6R140 Mid-Range gears continue~~
- ~~o 5R110 transmission and FN Gears will balance out~~

##### **Van Dyke Transmission**

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- RT
- FN
- APR

- ~~o 6F Mid-Range continues and capacity is increased~~
- ~~o 6F continues and capacity is increased~~
- ~~o Escape and MKZ applications insourced~~
- ~~o HF-35 transmission insourced from Japan~~
- ~~o Insource 6F Mid Solenoid Body Assembly~~
- ~~o FN balances out~~

#### **Sterling Axle**

- ~~o Transit Axle assembly and gear manufacturing insourced~~
- ~~o Axle production continues for F-150, Superduty, Mustang, and Exp/Nav.~~
- ~~o Rear Drive Unit to be added~~
- ~~o Rear Drive Unit Capacity increase~~
- ~~o F-150 E-Locker Differential Assembly will be insourced~~
- ~~o Axles for Ranger and EN products balance out~~

#### **Woodhaven Forging**

- ~~o 5.4L/6.8L crankshaft continues~~
- ~~o Cyclone V6 crankshaft continues~~
- ~~o Small V6 crankshaft to be added~~

~~The parties understand that the expected conditions upon which these commitments were based can change, potentially affecting the product and/or manpower discussed. If any changes are anticipated, the parties will discuss the situation in advance.~~

~~During the last four years, the parties have successfully insourced over 2,200 jobs through joint cooperation and trust, exceeding the Company's commitment by 45%. Completion of this effort was accomplished through a collaborative, inclusive approach where all parties understood the value of job creation and competitiveness. The long term viability of both the Company and Union rests upon our ability, together, to find increased opportunities to profitably grow the business.~~

~~The opportunities to profitably grow the business have not been exhausted. During the term of this Agreement, the parties commit to continue the work done during the course of the previous agreement and to continue to secure the future of both Ford and the UAW.~~

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

Dear Mr. Settles:

Subject: Entry Level Employee Conversion to New Traditional Status

As you are aware, over the term of the 2011 Collective Bargaining Agreement, certain eligible Entry Level employees with a Ford Service Date prior to the Effective Date of the 2011 Collective Bargaining Agreement were converted to "New Traditional" status.

During negotiations of the 2015 Collective Bargaining Agreement, the parties agreed to convert the remaining Entry Level employees on the active employment roll as of the Effective Date of the 2015 Agreement, with a Ford Service Date prior to the Effective Date of the 2011 Collective Bargaining Agreement, to "New Traditional" status on the Effective Date of the 2015 Collective Bargaining Agreement.

Additionally, Entry Level employees on the inactive employment roll as of the Effective Date of the 2015 Agreement:

- 1) With a Ford Service Date prior to the Effective Date of the 2011 Collective Bargaining Agreement
- 2) Who have not lost their seniority rights

will convert to "New Traditional" status if reinstated to the active employment roll prior to losing their seniority rights.

Attachment A lists the eligible active and inactive Entry Level employees eligible with a Ford Service Date prior to the Effective Date of the 2011 Collective Bargaining Agreement.

Stacey Allerton,  
Director  
U.S. Labor Affairs

Concur:

Jimmy Settles

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Location	Classification	Last Name	First Name	GID	Ford Service Date	Term. Code
ELIGIBLE EMPLOYEES ON ACTIVE ROLL						
CHICAGO ASSEMBLY	5800630	RIDLEY	FREDERIC	1540483	2010/08/30	
CHICAGO ASSEMBLY	5800630	GAVIN	HOWARD	1625126	2010/09/07	
CHICAGO ASSEMBLY	5800650	JOINTER	CALTONETTE	1583053	2010/09/07	
CHICAGO ASSEMBLY	5800630	BAILEY	TOREY	1743344	2010/09/13	
CHICAGO ASSEMBLY	5800630	GANT	KRYSTAL	1744561	2010/09/20	
CHICAGO ASSEMBLY	5800630	WRIGHT	BENNIE	1547349	2010/09/20	
CHICAGO ASSEMBLY	5800650	KING	JANISHA	1744581	2010/09/20	
CHICAGO ASSEMBLY	5800630	SHAFFER	TRENTON	1745561	2010/09/27	
CHICAGO ASSEMBLY	5800630	VILLARREAL	MANUEL	1745609	2010/09/27	
CHICAGO ASSEMBLY	5800630	CONLEY	LEONARD	1748313	2010/10/11	
CHICAGO ASSEMBLY	5800630	FUDGE	BRITTANY	1748349	2010/10/11	
CHICAGO ASSEMBLY	5800650	HICKS	TAJA	1709550	2010/10/11	
CHICAGO ASSEMBLY	5800630	RUSH	CORNESHIA	1752143	2010/11/03	
CHICAGO ASSEMBLY	5800630	WALLS	NICHEA	1744573	2011/03/21	
CHICAGO ASSEMBLY	5800630	ANTEAU	DEREK	1786861	2011/06/16	
CHICAGO ASSEMBLY	5800630	BERGER	ELLIE	1786866	2011/06/16	
CHICAGO ASSEMBLY	5800630	BLACKMON	ALANNA	1786868	2011/06/16	
CHICAGO ASSEMBLY	5800630	BONILLA	CARMELO	1786987	2011/06/16	
CHICAGO ASSEMBLY	5800630	BRALL	MATTHEW	1786988	2011/06/16	
CHICAGO ASSEMBLY	5800630	BROWN	ROBERT	1786989	2011/06/16	
CHICAGO ASSEMBLY	5800630	BURKS	COREY	1786990	2011/06/16	
CHICAGO ASSEMBLY	5800630	CANNON	CHRISTOPHER	1786996	2011/06/16	
CHICAGO ASSEMBLY	5800630	CARTER	SHARON	1786998	2011/06/16	
CHICAGO ASSEMBLY	5800630	CASEY	JAMES	1786999	2011/06/16	
CHICAGO ASSEMBLY	5800630	CASTRO-WATSON	JESSICA	1787000	2011/06/16	
CHICAGO ASSEMBLY	5800630	CHAVEZ	INGRID	1787016	2011/06/16	
CHICAGO ASSEMBLY	5800630	CHERRY	RASHAUN	1787017	2011/06/16	
CHICAGO ASSEMBLY	5800630	CLARKE	RONALD	1787019	2011/06/16	
CHICAGO ASSEMBLY	5800630	COLLINS	EVERETT	1787021	2011/06/16	
CHICAGO ASSEMBLY	5800630	CRAWFORD	GEORGE	1787022	2011/06/16	
CHICAGO ASSEMBLY	5800630	DAVIS	ANDREW	1787027	2011/06/16	
CHICAGO ASSEMBLY	5800630	DAVIS	JASON	1787028	2011/06/16	
CHICAGO ASSEMBLY	5800630	DOKE	DANIEL	1787033	2011/06/16	
CHICAGO ASSEMBLY	5800630	FITCHIE	MIKE	1787039	2011/06/16	
CHICAGO ASSEMBLY	5800630	FOSTER	STEVEN	1787046	2011/06/16	
CHICAGO ASSEMBLY	5800630	GAETA	ALVARO	1787051	2011/06/16	
CHICAGO ASSEMBLY	5800630	GATHINGS	CHRISTOPHER	1787055	2011/06/16	
CHICAGO ASSEMBLY	5800630	GATSON	BRENT	1787056	2011/06/16	
CHICAGO ASSEMBLY	5800630	HUGHES	CORTEZ	1787068	2011/06/16	
CHICAGO ASSEMBLY	5800630	JACKSON	ELLIOTT	1787074	2011/06/16	
CHICAGO ASSEMBLY	5800630	LAWRENCE	MELINDA	1787076	2011/06/16	
CHICAGO ASSEMBLY	5800630	LAWSON	JANICE	1787077	2011/06/16	
CHICAGO ASSEMBLY	5800630	LENNETT	SHAMIKA	1787078	2011/06/16	
CHICAGO ASSEMBLY	5800630	LOVE	LYNAYA	1787084	2011/06/16	
CHICAGO ASSEMBLY	5800630	NAPIER	JEREMY	1787085	2011/06/16	
CHICAGO ASSEMBLY	5800630	RANDLE	DARYL	1787088	2011/06/16	
CHICAGO ASSEMBLY	5800630	RICE	DLORAH	1787090	2011/06/16	
CHICAGO ASSEMBLY	5800630	RUIZ	LIZA	1787093	2011/06/16	
CHICAGO ASSEMBLY	5800630	SABBS	LYNSHA	1787094	2011/06/16	
CHICAGO ASSEMBLY	5800630	TOLBWT	VELITA	1787096	2011/06/16	
CHICAGO ASSEMBLY	5800630	TURNAGE	CANDICE	1787099	2011/06/16	
CHICAGO ASSEMBLY	5800630	WOODBURYJR	CARNELL	1787101	2011/06/16	
CHICAGO ASSEMBLY	5800650	ALBERT	PAUL	1786853	2011/06/16	
CHICAGO ASSEMBLY	5800650	ANDERSON	JERROD	1786857	2011/06/16	
CHICAGO ASSEMBLY	5800650	BEYER	BRADLY	1786867	2011/06/16	
CHICAGO ASSEMBLY	5800650	CARGO	TIMOTHY	1786997	2011/06/16	
CHICAGO ASSEMBLY	5800650	CRAWFORD	MICHELLE	1787024	2011/06/16	
CHICAGO ASSEMBLY	5800650	CROSBY	JAMES	1787026	2011/06/16	
CHICAGO ASSEMBLY	5800650	DAVIS	KRISTOPHER	1787029	2011/06/16	
CHICAGO ASSEMBLY	5800650	DEAKIN	MICHAEL	1787032	2011/06/16	

\* Data is as of pay ending 11/01/15 and will be updated to reflect data as of Effective Date of 2015 Agreement

CHICAGO ASSEMBLY	5800650	ELLISON	CHAD	1787034	2011/06/16
CHICAGO ASSEMBLY	5800650	ESQUIVEL	RICHARD	1787035	2011/06/16
CHICAGO ASSEMBLY	5800650	FLORES	MANDO	1787043	2011/06/16
CHICAGO ASSEMBLY	5800650	FORTSON	JOSEPH	1050887	2011/06/16
CHICAGO ASSEMBLY	5800650	FOWLER	CHAD	1787048	2011/06/16
CHICAGO ASSEMBLY	5800650	FRANCO	FABRICIO	1787050	2011/06/16
CHICAGO ASSEMBLY	5800650	GAYDEN	KENNETH	1787058	2011/06/16
CHICAGO ASSEMBLY	5800650	HAYES	MARK	1787059	2011/06/16
CHICAGO ASSEMBLY	5800650	HUNTER	MICAH	1787071	2011/06/16
DTP - DEARBORN TRUC	5800650	JOHNSON	JAMEAN	736009	2011/06/16
CHICAGO ASSEMBLY	5800650	LEONARD	JAMES	1787080	2011/06/16
CHICAGO ASSEMBLY	5800650	LOVE	JESSIE	1787083	2011/06/16
CHICAGO ASSEMBLY	5800650	SMITH	JAMES	1787003	2011/06/16
CHICAGO ASSEMBLY	5800650	TRIPLETT	MARVIN	1787097	2011/06/16
CHICAGO ASSEMBLY	5800650	WOODSJR	JUSTIN	1765739	2011/06/16
DTP - DEARBORN TRUC	5800650	ELHADDI	MUSID	1541065	2011/06/18
DTP - DEARBORN TRUC	5800650	GREEN	CYNTHIA	1565784	2011/06/18
DTP - DEARBORN TRUC	5800650	GRESHAM	AUSTIN	1062734	2011/06/18
DTP - DEARBORN TRUC	5800650	MCLEAN	ROMONT	1561435	2011/06/18
DTP - DEARBORN TRUC	5800650	SLAUGHTER	JAMIL	1555116	2011/06/18
DTP - DEARBORN TRUC	5800650	TRUEDELL	KATHRYN	1551922	2011/06/18
DTP - DEARBORN TRUC	5800650	VANOVER	CURTIS	1538745	2011/06/18
DTP - DEARBORN TRUC	5800650	WALKER	WILLIAM	1064029	2011/06/18
DTP - DEARBORN TRUC	5800650	WATKINS	ANDRE	1048016	2011/06/18
DTP - DEARBORN TRUC	5800650	WATSON	DANIEL	1541780	2011/06/18
DTP - DEARBORN TRUC	5800650	ANKOUNI	ZEIN	905514	2011/06/19
DTP - DEARBORN TRUC	5800650	CZARTORYSKI	PAULA	1565760	2011/06/19
DTP - DEARBORN TRUC	5800650	RODRIGUEZ	VERONICA	1541765	2011/06/19
DTP - DEARBORN TRUC	5800650	FRANCISCO	PHALANDA	1541740	2011/06/20
DTP - DEARBORN TRUC	5800650	SESSION	JAYLON	1538739	2011/06/20
DTP - DEARBORN TRUC	5800650	BARNETT	TRACEY	1555123	2011/06/21
DTP - DEARBORN TRUC	5800650	BRISCOE	BRIAN	1542965	2011/06/21
DTP - DEARBORN TRUC	5800650	GARRISON	JEROME	1063999	2011/06/21
DTP - DEARBORN TRUC	5800650	GIBSON	RONALD	1018144	2011/06/21
DTP - DEARBORN TRUC	5800650	KAPERA	KALVIN	1542948	2011/06/21
DTP - DEARBORN TRUC	5800650	MATHIS	REGINALD	1541750	2011/06/21
DTP - DEARBORN TRUC	5800650	ROBERTS	LAURA	1541763	2011/06/21
CHICAGO ASSEMBLY	5800630	BARNES	BRADFORD	1787894	2011/06/22
CHICAGO ASSEMBLY	5800630	BROWN	NIA	1787895	2011/06/22
CHICAGO ASSEMBLY	5800630	COOPER	JALEESA	1787898	2011/06/22
CHICAGO ASSEMBLY	5800630	DAVIS	ARTHUR	1787900	2011/06/22
CHICAGO ASSEMBLY	5800630	EDMONDS	FLORA	1787906	2011/06/22
CHICAGO ASSEMBLY	5800630	EDWARDS	VEODIS	1787907	2011/06/22
CHICAGO ASSEMBLY	5800630	FEFEE	KARYN	1787910	2011/06/22
CHICAGO ASSEMBLY	5800630	FUNCHES	LATONYA	1787968	2011/06/22
CHICAGO ASSEMBLY	5800630	GENTRY	MICHAEL	1787911	2011/06/22
CHICAGO ASSEMBLY	5800630	GIBSON	MICHAEL	864207	2011/06/22
CHICAGO ASSEMBLY	5800630	JENKINS	CHAMAIR	1787928	2011/06/22
CHICAGO ASSEMBLY	5800630	JOHNSON	HARVEY	1787934	2011/06/22
CHICAGO ASSEMBLY	5800630	MINNIEFIELD	RANDALL	1787948	2011/06/22
CHICAGO ASSEMBLY	5800630	PATTERSON	LONNIE	1787960	2011/06/22
CHICAGO ASSEMBLY	5800630	PEREZ	JESUS	1787961	2011/06/22
CHICAGO ASSEMBLY	5800630	PITTS	GREGORY	1787962	2011/06/22
CHICAGO ASSEMBLY	5800630	PRICE	MARIA	1787964	2011/06/22
CHICAGO ASSEMBLY	5800630	REILS	MATTHEW	1787966	2011/06/22
CHICAGO ASSEMBLY	5800630	RIGGINS	EDWARD	1788066	2011/06/22
CHICAGO ASSEMBLY	5800630	SZOT	STEPHANIE	1787970	2011/06/22
CHICAGO ASSEMBLY	5800650	CORONA	ADAM	1787899	2011/06/22
CHICAGO ASSEMBLY	5800650	ECHOLS	DAVID	1787904	2011/06/22
CHICAGO ASSEMBLY	5800650	HOLMES	DAVEION	1787923	2011/06/22
CHICAGO ASSEMBLY	5800650	JACOB	STEVEN	1787925	2011/06/22
CHICAGO ASSEMBLY	5800650	JEN	JASON	1787926	2011/06/22
CHICAGO ASSEMBLY	5800650	JOHNSON	DEREK	1787932	2011/06/22
CHICAGO ASSEMBLY	5800650	MOODY	DENNIS	1787950	2011/06/22

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DTP - DEARBORN TRUC	5800650	PAUL	LLOYD	1541202	2011/06/22
CHICAGO ASSEMBLY	5800650	WILLIAMS	ALICIA	1787971	2011/06/22
DTP - DEARBORN TRUC	5800650	BYRD	LATRISHA	1538648	2011/06/26
DTP - DEARBORN TRUC	5800650	RICE-JR	ELMER	1040167	2011/06/26
LIMA ENGINE	5800650	APPLEGATE	LORRY	1753267	2011/06/27
LIMA ENGINE	5800650	BRENNEMAN	KIRK	1753280	2011/06/27
DTP - DEARBORN TRUC	5800650	DJORDJESKI	DRAGAN	1541064	2011/06/27
LIMA ENGINE	5800650	FLOWER	MONISHA	1753285	2011/06/27
LIMA ENGINE	5800650	GACHEL	TRESSA	1753287	2011/06/27
LIMA ENGINE	5800650	LAWRENCE	RODDY	1549821	2011/06/27
LIMA ENGINE	5800650	PARKER	MONA	1753282	2011/06/27
DTP - DEARBORN TRUC	5800650	BYRD	ANTHONY	1561411	2011/07/03
DTP - DEARBORN TRUC	5800650	LEWIS	DARWIN	1561431	2011/07/03
DTP - DEARBORN TRUC	5800650	MOTT	SAUNDRA	1064818	2011/07/03
DTP - DEARBORN TRUC	5800650	VILLANUEVA	RAFAEL	1538746	2011/07/03
DTP - DEARBORN TRUC	5800650	YOUNG	GREGORY	1538849	2011/07/03
DTP - DEARBORN TRUC	5800650	ALJALHAM	AHMED	1541693	2011/07/05
DTP - DEARBORN TRUC	5800650	ALSAFARI	ABDUL	1064112	2011/07/05
DTP - DEARBORN TRUC	5800650	HALE	SAMIKA	1541731	2011/07/05
DTP - DEARBORN TRUC	5800650	HENRY	JEREMY	1561420	2011/07/05
DTP - DEARBORN TRUC	5800650	O'LEARY	ANDREA	1565792	2011/07/05
DTP - DEARBORN TRUC	5800650	WILLIAMS-JONES	TIANNA	1566337	2011/07/05
DTP - DEARBORN TRUC	5800650	WILLIS	JAMES	1565802	2011/07/05
DTP - DEARBORN TRUC	5800650	COLLINS	TIFFANY	704638	2011/07/10
DTP - DEARBORN TRUC	5800650	GARRISON	TYRONE	1541729	2011/07/10
DTP - DEARBORN TRUC	5800650	MCATEE	SHELBY	1561434	2011/07/10
DTP - DEARBORN TRUC	5800650	WASEL	NASSER	1538747	2011/07/10
DTP - DEARBORN TRUC	5800650	PARKER	ANTHONY	1541420	2011/07/11
SACRAMENTO HCC/HV	5800630	BLANCO	RAFAEL	964347	2011/07/12
SACRAMENTO HCC/HV	5800630	OJEDA	JEFFREY	1453160	2011/07/12
DTP - DEARBORN TRUC	5800650	STEWART	JEFFREY	1565797	2011/07/12
CHICAGO ASSEMBLY	5800630	BADY	ANDREA	1790556	2011/07/13
CHICAGO ASSEMBLY	5800630	BROOKS	LISA	1790558	2011/07/13
CHICAGO ASSEMBLY	5800630	BROWN-KEATON	VANESSA	1790559	2011/07/13
CHICAGO ASSEMBLY	5800630	CAMPBELL	ANDREW	1790563	2011/07/13
CHICAGO ASSEMBLY	5800630	KELLY	JOY	1790796	2011/07/13
CHICAGO ASSEMBLY	5800630	MCCAULEY	ANGELA	1790812	2011/07/13
CHICAGO ASSEMBLY	5800630	MEZYDLO	KENNETH	1885671	2011/07/13
CHICAGO ASSEMBLY	5800630	OCAMPO	EDWARD	1790821	2011/07/13
CHICAGO ASSEMBLY	5800630	OVERSTREET	JEREMY	1790823	2011/07/13
CHICAGO ASSEMBLY	5800630	VASILI	DHIMITRI	824033	2011/07/13
CHICAGO ASSEMBLY	5800650	BULLARD	GARY	1790561	2011/07/13
CHICAGO ASSEMBLY	5800650	DJUROVIC	IVAN	1790566	2011/07/13
CHICAGO ASSEMBLY	5800650	EDWARDS	JOHN	1790570	2011/07/13
CHICAGO ASSEMBLY	5800650	KISTLER	WILLIAM	1790799	2011/07/13
CHICAGO ASSEMBLY	5800650	LOTT	PHILLIP	1790804	2011/07/13
CHICAGO ASSEMBLY	5800650	MOLITSKY	HERBERT	1790820	2011/07/13
CHICAGO ASSEMBLY	5800650	ONEIL	DEAN	1790822	2011/07/13
CHICAGO ASSEMBLY	5800650	ROPER	JERRELL	1790826	2011/07/13
CHICAGO ASSEMBLY	5800650	SCHWADER	KATIE	1790827	2011/07/13
CHICAGO ASSEMBLY	5800650	SPENCER	CODY	1757296	2011/07/13
CHICAGO ASSEMBLY	5800650	YOUNG	LISA	1790829	2011/07/13
KANSAS CITY ASSEMBLY	5800630	BEASLEY	MYISHA	1641680	2011/07/18
KANSAS CITY ASSEMBLY	5800630	BOLTON	HERBERT	1696759	2011/07/18
KANSAS CITY ASSEMBLY	5800630	MCNEAL	AHMAAD	1781091	2011/07/18
KANSAS CITY ASSEMBLY	5800630	RAFFURTY	JACOB	1781095	2011/07/18
KANSAS CITY ASSEMBLY	5800630	STIGALL	ALEX	1550078	2011/07/18
KANSAS CITY ASSEMBLY	5800650	COLON	WILLIAM	1563079	2011/07/18
KANSAS CITY ASSEMBLY	5800650	GRIDDINE	ERIC	1781082	2011/07/18
CHICAGO ASSEMBLY	5800650	JONGSMA	HOWARD	1791162	2011/07/18
KANSAS CITY ASSEMBLY	5800650	JUNGEBLUT	NICOLE	1586345	2011/07/18
LOUISVILLE ASSEMBLY	5800650	KENDER	DANNELLA	1558052	2011/07/18
KANSAS CITY ASSEMBLY	5800650	MANNING	TONY	1784803	2011/07/18
KANSAS CITY ASSEMBLY	5800650	MORROW	DERRON	1586798	2011/07/18

\* Data is as of pay ending 11/01/15 and will be updated to reflect data as of Effective Date of 2015 Agreement



KANSAS CITY ASSEMBLY	5800650	NICHOLS	KARL	1641668	2011/07/18
KANSAS CITY ASSEMBLY	5800650	PARSONS	CHRISTOPHER	1696527	2011/07/18
RAWSONVILLE	5800650	REED	JUSTIN	1781907	2011/07/18
KANSAS CITY ASSEMBLY	5800650	RENNO	JAMES	1584151	2011/07/18
KANSAS CITY ASSEMBLY	5800650	RUMANS	JARED	1784276	2011/07/18
KANSAS CITY ASSEMBLY	5800650	SWAN	DOMONIC	1784297	2011/07/18
KANSAS CITY ASSEMBLY	5800650	VACA	VINCENT	1784288	2011/07/18
KANSAS CITY ASSEMBLY	5800650	WITHROW	JASON	1784292	2011/07/18
KANSAS CITY ASSEMBLY	5800630	COFFMAN	CALEB	1784798	2011/07/19
KANSAS CITY ASSEMBLY	5800630	GUTIERREZ	MARTIN	1784809	2011/07/19
KANSAS CITY ASSEMBLY	5800630	HLADKY	DAVID	1784806	2011/07/19
KANSAS CITY ASSEMBLY	5800630	JEFFRIES	MICHAEL	1786392	2011/07/19
KANSAS CITY ASSEMBLY	5800630	JOHNSON	KAHLIL	1784825	2011/07/19
KANSAS CITY ASSEMBLY	5800630	NEWBERRY	ALLAN	1784801	2011/07/19
KANSAS CITY ASSEMBLY	5800630	WEST	ALAN	1547738	2011/07/19
KANSAS CITY ASSEMBLY	5800630	WINKLER	TIMOTHY	1533654	2011/07/19
KANSAS CITY ASSEMBLY	5800650	HINKLEY	GREGORY	1784790	2011/07/19
KANSAS CITY ASSEMBLY	5800650	KELLY	RYAN	1784805	2011/07/19
KANSAS CITY ASSEMBLY	5800650	SHANKS	CODY	1784788	2011/07/19
KANSAS CITY ASSEMBLY	5800650	WILLIAMS	KENNARD	1550089	2011/07/19
KANSAS CITY ASSEMBLY	5800630	COOK	MISTY	1792000	2011/07/21
KANSAS CITY ASSEMBLY	5800630	JAMES	NICOLE	1792009	2011/07/21
KANSAS CITY ASSEMBLY	5800630	MILLER	PAUL	1792045	2011/07/21
KANSAS CITY ASSEMBLY	5800630	MOTLEY	DANIEL	1792004	2011/07/21
KANSAS CITY ASSEMBLY	5800630	PAAVOLA	MELISSA	1792002	2011/07/21
KANSAS CITY ASSEMBLY	5800630	WILLIAMS	DOMINIQUE	1792017	2011/07/21
KANSAS CITY ASSEMBLY	5800650	CRAWFORD	CODY	1792067	2011/07/21
KANSAS CITY ASSEMBLY	5800650	FOX	REMINGTON	1792011	2011/07/21
KANSAS CITY ASSEMBLY	5800650	HANNAWALT	NEAL	1792079	2011/07/21
KANSAS CITY ASSEMBLY	5800650	JOHNSON	ROBERT	1791997	2011/07/21
KANSAS CITY ASSEMBLY	5800650	LINDESAY	VAN	1792068	2011/07/21
KANSAS CITY ASSEMBLY	5800650	MAJORS	SHAUNNA	1727931	2011/07/21
KANSAS CITY ASSEMBLY	5800650	MONTGOMERY	MATTHEW	1792047	2011/07/21
KANSAS CITY ASSEMBLY	5800650	PICKENS	BRIAN	1792043	2011/07/21
KANSAS CITY ASSEMBLY	5800650	SINCLAIR	KYLE	1792007	2011/07/21
KANSAS CITY ASSEMBLY	5800650	SMOTHERS	CHRISTOPHER	1792010	2011/07/21
DTP - DEARBORN TRUCK	5800650	TAYLOR	MICHAEL	1730565	2011/07/21
KANSAS CITY ASSEMBLY	5800650	WATKINS	CODY	1792032	2011/07/21
KANSAS CITY ASSEMBLY	5800650	WILLDERMOOD	COREY	1792076	2011/07/21
KANSAS CITY ASSEMBLY	5800650	WILSON	SAMANTHA	1792074	2011/07/21
KANSAS CITY ASSEMBLY	5800650	WIRTZ	TONIA	1792046	2011/07/21
KANSAS CITY ASSEMBLY	5800630	BARTON	JESSICA	1792484	2011/07/25
KANSAS CITY ASSEMBLY	5800630	HAMMETT	ADRIANE	1792499	2011/07/25
KANSAS CITY ASSEMBLY	5800630	JONES	ETHAN	1792478	2011/07/25
KANSAS CITY ASSEMBLY	5800630	KELLY	CHRISTOPHER	1792474	2011/07/25
KANSAS CITY ASSEMBLY	5800630	MCFADDEN	JOHN	1792503	2011/07/25
KANSAS CITY ASSEMBLY	5800630	MORRIS	JAMES	1792448	2011/07/25
KANSAS CITY ASSEMBLY	5800650	BYRD	MARVIN	1792471	2011/07/25
KANSAS CITY ASSEMBLY	5800650	CARPENTER	LESLIE	1792472	2011/07/25
KANSAS CITY ASSEMBLY	5800650	COLLINS	DAVID	1792489	2011/07/25
KANSAS CITY ASSEMBLY	5800650	COOPER	WESTON	1792447	2011/07/25
KANSAS CITY ASSEMBLY	5800650	ELLIOTT	KENNETH	1792505	2011/07/25
KANSAS CITY ASSEMBLY	5800650	FOXX	JESSIE	1792475	2011/07/25
KANSAS CITY ASSEMBLY	5800650	GREENWOOD	TODD	1792461	2011/07/25
KANSAS CITY ASSEMBLY	5800650	HUTCHISON	KEVIN	1792504	2011/07/25
KANSAS CITY ASSEMBLY	5800650	JONES	TYLER	1792469	2011/07/25
KANSAS CITY ASSEMBLY	5800650	STEVIK	COLIN	1792482	2011/07/25
KANSAS CITY ASSEMBLY	5800650	TURNER	ANTHONY	1792483	2011/07/25
DTP - DEARBORN TRUCK	5800650	CALLAHAN	JOHN	1565769	2011/07/26
DTP - DEARBORN TRUCK	5800650	LANEY	DONALD	1542959	2011/07/26
DTP - DEARBORN TRUCK	5800650	SHAWLEY	JOHN	1728552	2011/07/26
KANSAS CITY ASSEMBLY	5800650	BROOKS	MARQUES	1792830	2011/07/27
KANSAS CITY ASSEMBLY	5800650	FELKINS	AUSTIN	1792849	2011/07/27
KANSAS CITY ASSEMBLY	5800650	KAUFFMAN	MICHAEL	1792831	2011/07/27

\* Data is as of pay ending 11/01/15 and will be updated to reflect data as of Effective Date of 2015 Agreement

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KANSAS CITY ASSEMBLY	5800650	MCCOY	KEYONNAH	1792838	2011/07/27	
CHICAGO ASSEMBLY	5800630	ARNONE	JOSEPHINE	1027465	2011/08/03	
CHICAGO ASSEMBLY	5800630	ARREDONDO	LEOBARDO	1793604	2011/08/03	
CHICAGO ASSEMBLY	5800630	BLACKFULJR	LAWRENCE	1793608	2011/08/03	
CHICAGO ASSEMBLY	5800630	BLAND	CHARLIE	1793610	2011/08/03	
CHICAGO ASSEMBLY	5800630	BUTLER	EUGENE	1793981	2011/08/03	
CHICAGO ASSEMBLY	5800630	DAVIS	SOLOMON	1793613	2011/08/03	
CHICAGO ASSEMBLY	5800630	DRAYTON	LAWERENCE	1793983	2011/08/03	
CHICAGO ASSEMBLY	5800630	MASON	PAM	1793617	2011/08/03	
CHICAGO ASSEMBLY	5800630	MINNIEFIELD	JAMAL	1793619	2011/08/03	
CHICAGO ASSEMBLY	5800630	MITCHELL	LISA	1793621	2011/08/03	
CHICAGO ASSEMBLY	5800630	SCHOOLER	ULDRICK	1793985	2011/08/03	
CHICAGO ASSEMBLY	5800650	BARRERA	JOSEPH	1793606	2011/08/03	
CHICAGO ASSEMBLY	5800650	LOTT	MICHAEL	1793835	2011/08/03	
CHICAGO ASSEMBLY	5800650	PENKALA	STEVEN	1793634	2011/08/03	
CHICAGO ASSEMBLY	5800650	THOMAS	TIMOTHY	1832991	2011/08/03	
CHICAGO ASSEMBLY	5800630	BURNOM	PARIS	1794007	2011/08/04	
CHICAGO ASSEMBLY	5800630	BURNS	SHEREE	1794008	2011/08/04	
CHICAGO ASSEMBLY	5800630	BURNS	VERINA	1794009	2011/08/04	
CHICAGO ASSEMBLY	5800630	INGRAM	TONDRA	1794018	2011/08/04	
CHICAGO ASSEMBLY	5800630	KLIMEKIII	PAUL	1794020	2011/08/04	
CHICAGO ASSEMBLY	5800630	ROBINSON	LAKESHA	1793826	2011/08/04	
CHICAGO ASSEMBLY	5800630	ROGERS	BRUCE	1794023	2011/08/04	
CHICAGO ASSEMBLY	5800630	SCOTT-BROWN	SAMANTHA	1794025	2011/08/04	
CHICAGO ASSEMBLY	5800650	GOLDEN	JAMES	1794015	2011/08/04	
CHICAGO ASSEMBLY	5800650	LIPTAKJR	WILLIAM	1793817	2011/08/04	
CHICAGO ASSEMBLY	5800650	WESTONJR	DARNELL	1794029	2011/08/04	
CHICAGO ASSEMBLY	5800630	JONES	DEVIN	1381884	2011/08/08	
CHICAGO ASSEMBLY	5800630	JONES	RYAN	1794591	2011/08/08	
CHICAGO ASSEMBLY	5800630	LOWE	BENNIE	1794592	2011/08/08	
CHICAGO ASSEMBLY	5800630	NOOJIN	STEVEN	1794600	2011/08/08	
CHICAGO ASSEMBLY	5800630	PINKNEY	DAWAN	1794603	2011/08/08	
CHICAGO ASSEMBLY	5800630	RACHEL	MECOLE	1794604	2011/08/08	
DTP - DEARBORN TRUC	5800650	DAVIS	ERIN	1541727	2011/08/15	
DTP - DEARBORN TRUC	5800650	ELLIS	EMMANUEL	1538655	2011/08/15	
DTP - DEARBORN TRUC	5800650	HARRISON	LATROY	1538846	2011/08/15	
DTP - DEARBORN TRUC	5800650	MARKS	VALERIE	1541075	2011/08/15	
KANSAS CITY ASSEMBLY	5800630	BLAIR	ROBERT	1783726	2011/08/19	
CHICAGO ASSEMBLY	5800630	CAMERON	LATOYYA	1797417	2011/09/06	
CHICAGO ASSEMBLY	5800630	DRAINE	JASON	1797416	2011/09/06	
CHICAGO ASSEMBLY	5800630	GODFREY	MICHAEL	1797420	2011/09/06	
CHICAGO ASSEMBLY	5800630	HALL	CARL	1797423	2011/09/06	
CHICAGO ASSEMBLY	5800630	HARPER	LATONYA	1797425	2011/09/06	
LOUISVILLE ASSEMBLY	5800630	HASSAN	RASUL	1796726	2011/09/06	
CHICAGO ASSEMBLY	5800630	JACKSON	VALENCIA	1797426	2011/09/06	
CHICAGO ASSEMBLY	5800630	JOHNSON	COREY	1797427	2011/09/06	
CHICAGO ASSEMBLY	5800630	JOHNSON	GREYLAND	1797428	2011/09/06	
CHICAGO ASSEMBLY	5800630	JONES	MICHAEL	1797430	2011/09/06	
CHICAGO ASSEMBLY	5800630	KROSLACK	SHAWN	1797503	2011/09/06	
CHICAGO ASSEMBLY	5800630	ROBISHAW	CHERYL	1797493	2011/09/06	
CHICAGO ASSEMBLY	5800630	SANDERS	JEFFREY	1797509	2011/09/06	
CHICAGO ASSEMBLY	5800630	SIMS	SHAINA	1797512	2011/09/06	
CHICAGO ASSEMBLY	5800630	SMITH	NATHANIEL	1797513	2011/09/06	
CHICAGO ASSEMBLY	5800630	WAITES	EBONI	1797490	2011/09/06	
CHICAGO ASSEMBLY	5800630	WHEELERIII	MINUYARD	1797494	2011/09/06	
CHICAGO ASSEMBLY	5800630	WILDON	DEVONYE	1797491	2011/09/06	
CHICAGO ASSEMBLY	5800630	WILLIAMS	COREY	1797497	2011/09/06	
CHICAGO ASSEMBLY	5800650	JONES	ISAIAH	1797429	2011/09/06	
CHICAGO ASSEMBLY	5800650	JONES	PRASHANT	1797431	2011/09/06	
CHICAGO ASSEMBLY	5800650	KING	MICHAEL	1797432	2011/09/06	
CHICAGO ASSEMBLY	5800650	KONIECZNY	DAVID	1797433	2011/09/06	
CHICAGO ASSEMBLY	5800650	LACEY	SCOTT	1797434	2011/09/06	
CHICAGO ASSEMBLY	5800650	MADSEN	TIMOTHY	1797501	2011/09/06	
CHICAGO ASSEMBLY	5800650	MELLEN	KIMBERLY	1793822	2011/09/06	

\* Data is as of pay ending 11/01/15 and will be updated to reflect data as of Effective Date of 2015 Agreement

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CHICAGO ASSEMBLY	5800650	MROTEK	RONALD	1797505	2011/09/06	
CHICAGO ASSEMBLY	5800650	RADCLIFF	JERMAINE	1797507	2011/09/06	
CHICAGO ASSEMBLY	5800650	SHACKELFORD	ARNOLD	1797510	2011/09/06	
CHICAGO ASSEMBLY	5800650	STIGGER	TONIA	1797515	2011/09/06	
CHICAGO ASSEMBLY	5800650	STRICK	TAD	1797488	2011/09/06	
CHICAGO ASSEMBLY	5800650	THOMPSON	YVETTE	1797495	2011/09/06	
CHICAGO ASSEMBLY	5800650	WALSH	PHILIP	1797498	2011/09/06	
CHICAGO ASSEMBLY	5800650	WILLIAMS	JIMMY	1639011	2011/09/06	
CHICAGO ASSEMBLY	5800630	BAKER	ALLEN	1797413	2011/09/07	
CHICAGO ASSEMBLY	5800630	FAULKNER	MARTINIQUE	1798112	2011/09/07	
CHICAGO ASSEMBLY	5800630	SMITH	MARGO	1798114	2011/09/07	
CHICAGO ASSEMBLY	5800650	SUGGS	SHANEKA	1798115	2011/09/07	
CHICAGO ASSEMBLY	5800630	HARDT	MARSHAL	1798832	2011/09/12	
KANSAS CITY ASSEMBLY	5800630	SMITH	SYLVESTER	1792477	2011/09/19	
LOUISVILLE ASSEMBLY	5800630	YANG	YING	1800413	2011/09/26	
LOUISVILLE ASSEMBLY	5800650	STOKES	REGINA	1800207	2011/09/26	
LOUISVILLE ASSEMBLY	5800650	RAHMANN	JAMIE	1801410	2011/10/03	
KANSAS CITY ASSEMBLY	5800630	COLE	BRUCE	1793758	2011/10/14	
KANSAS CITY ASSEMBLY	5800630	WILLIAMS	CYNTHIA	1793776	2011/10/14	
KANSAS CITY ASSEMBLY	5800650	HULET	AARON	1586325	2011/10/14	
KANSAS CITY ASSEMBLY	5800650	O'REILLY	FRANCIS	1793743	2011/10/14	
KANSAS CITY ASSEMBLY	5800630	RAFFURTY	JORDAN	1749302	2011/10/17	
<b>ELIGIBLE EMPLOYEES ON INACTIVE ROLL</b>						
CHICAGO ASSEMBLY	5800630	ASHFORD-JONES	BRITTNEY	1744418	2010/09/20	OR
CHICAGO ASSEMBLY	5800630	BOND	JULIAN	1380254	2011/06/16	OR
CHICAGO ASSEMBLY	5800650	CHAMBERS	JAMES	1787897	2011/06/22	OR
CHICAGO ASSEMBLY	5800630	CONNER	JOYCE	1744458	2010/09/20	OR
CHICAGO ASSEMBLY	5800630	CRAIG	SABRINA	1748320	2010/10/11	OR
CHICAGO ASSEMBLY	5800630	DAVIS	VINCENT	1787030	2011/06/16	OR
DTP - DEARBORN TRUCK	5800650	DELPH	BRAD	1555125	2011/06/18	OR
CHICAGO ASSEMBLY	5800630	ELLIS	DEBRA	1644496	2010/08/30	OR
KANSAS CITY ASSEMBLY	5800630	GIBBS	MONICA	1792444	2011/07/25	OR
CHICAGO ASSEMBLY	5800630	GROAT	DANIEL	1787918	2011/06/22	OR
CHICAGO ASSEMBLY	5800630	LEWIS	SAMANTHA	1797436	2011/09/06	OR
CHICAGO ASSEMBLY	5800630	NELSON	STEVE	1768695	2011/03/07	OR
CHICAGO ASSEMBLY	5800630	RODRIGUEZ	ANDRE	1745598	2010/09/27	OR
LIMA ENGINE	5800630	WEAVER	SUZETTE	1753307	2010/11/08	OR
CHICAGO ASSEMBLY	5800630	WEST	ANGELA	1625233	2010/09/13	OR

UNPUBLISHED

October 3, 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: Outsourcing Moratorium

During these negotiations, the parties discussed a proposal to extend the Outsourcing Moratorium agreed to during 2007 bargaining. Much of the discussion focused on the resolution of stamping business issues which had arisen relative to the Moratorium.


Through these discussions, the parties have agreed to extend the Outsourcing Moratorium on current products for the life of the 2011-2015 UAW-Ford Agreement ~~(excluding Automotive Components Holding LLC (ACH) operations)~~, notwithstanding exceptions already discussed. The parties will continue their collaborative history and address issues that arise relative to this Moratorium, in a timely and professional manner to their mutual benefit.

The parties also agreed, should any provisions of Appendix P or related letters of understanding conflict with the spirit and intent of the Outsourcing Moratorium, the 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  
Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

  
Concur: \_\_\_\_\_  
Jimmy Settles

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

Dear Mr. Settles:

Subject: Remote email access - UAW Representatives

During the course of these negotiations, the parties have discussed the importance of UAW representatives having the ability to access their Company email account during their normal work hours utilizing various remote methods commensurate with the advancement of technology.

It was agreed the Company would provide options to active UAW representatives to request remote email access with supported business rationale to be used only during the representative's normal work hours. Such requests must be accompanied by the representative's attestation to comply with all applicable laws and Company policies associated with the remote access, including but not limited to the ePod agreement applicable to approved UAW representatives. All remote access requests will be reviewed and, upon approval, centrally maintained by the Labor Affairs office. It is specifically understood and agreed that such policies and ePod program rules may be revoked, terminated, suspended, modified, or changed at the sole discretion of the Company and that said policies and rules are not part of or subject to any provisions of this Agreement.

Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

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October 1, 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: Sourcing - Advanced Manufacturing/Product Intelligence and Sourcing Alignment

Since the 2007 negotiations, the Union has become integrated into the Product Development and Powertrain present and future product planning activities. Through this integration there has been greater clarity to the future product sourcing alignment activities. This letter builds on to those activities.

The parties discussed the Union's request to have early and direct involvement in the Powertrain and Vehicle Operations product programs of the Ford Global Product Development System (GPDS) process, which includes access to the following functions: Business Planning, Marketing, Purchasing, Design, Engineering, Manufacturing. Early involvement will optimize timely communication between the parties regarding issues that may have an impact on UAW-represented employees, including job security, sourcing decisions, new technology, electrification, product development and transformation, and new business opportunities.

To this end, the future product sourcing alignment activities will include, but not be limited to:

- Participation in Program Management Team (PMT) meetings;
- Participation in Program Steering Team (PST) meetings;
- Participation in Sourcing Program Activity Team (SPAT) meetings;
- Participation in Manufacturing Program Activity Team (MPAT) meetings;
- Participation in the development of early sourcing and helping to define alternatives;
- Contributing to the analysis of criteria by which selective sourcing decisions will be guided;
- Assisting with identification of manufacturing strategies and issues, and participating in the development of timely and efficient solutions;
- Fostering development of manufacturing technology opportunities;
- Providing input to product development/manufacturing processes;
- Access to future Powertrain Architectures and Technology Bundles;
- Access to Research & Advanced Engineering
- Participation and involvement in future Manufacturing Technologies;
- Participation and involvement in future Product Technologies;

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The parties will continue to define and implement the Union's integration into the above activities in order to enhance communications about the business. Data shared through these collaborations will assist the UAW Advanced Manufacturing/Product Intelligence Representatives in providing input on UAW concerns and in formulating recommendations to the Company.

Very truly yours,

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

Very truly yours,

Stacey Allerton,  
Director  
U.S. Labor Affairs

Concur:

Jimmy Settles

*[Handwritten signatures and initials: J. Settles, MB, JC, RCF, SS]*

*[Handwritten circled initials: 710]*

*[Handwritten initials: DH]*

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*[Handwritten initials: T.A.]*

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: Three Crew Schedules - Jury Duty

During the course of these negotiations, the parties discussed the impact of jury duty on employees assigned to the Three Crew operating pattern, ~~at the Michigan Truck and Kentucky Truck plants.~~

The parties agree that employees who must serve jury duty on a regularly scheduled day off (RDO) will have the option of altering their work schedule by substituting the next regularly scheduled work day for the RDO. The employee will receive jury duty pay in accordance with his/her regular work crew schedule on the substituted shift. If an employee wishes to exercise this option s/he must notify his/her supervisor, where practical, no later than one week prior to being required to report for jury duty and must resume his/her regular crew schedule upon the completion of jury duty and the resulting RDO substitution.

It is the intention of this provision to provide an equivalent number of RDO days to which the employee would have otherwise been entitled, absent his/her jury duty service. It is understood by the parties that the option will not result in additional compensation, time off, or eligibility for short work week benefits, absent unrelated circumstances.

Any issues arising from the application of this agreement may be referred to the Division Human Resources Office and National Ford Department for resolution.

Very truly yours,

DENNIS J. CIRBES  
Director  
U.S. Union Affairs  
Labor Affairs

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Stacey Allerton,  
Director  
U.S. Labor Affairs

Concur:

Jimmy Settles

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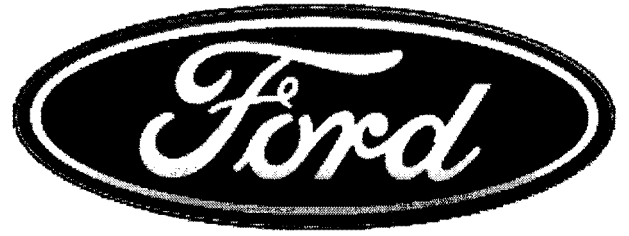
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## Joint Programs

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

Dear Mr. Settles:

Subject: Line Work Experience for Engineers

During the course of these negotiations, the parties agreed that real world experience on the production line would greatly benefit those who engineer, design and implement new processes and equipment.

Accordingly, the Company will select engineers involved in such activities and will provide the opportunity to work production jobs and perform related tasks for a minimum of one full shift.  
Experiencing the production dynamics including time constraints, physical demands, and space/logistics challenges will offer great insight into helping provide tools, equipment and processes that not only achieve quality objectives, but also maximize our ability to reduce risk and injury to workers.

The parties will discuss other applications of this concept, where feasible, to provide insight and experience into the challenges faced by production operators to others who could benefit, such as process coaches.

Very truly yours,

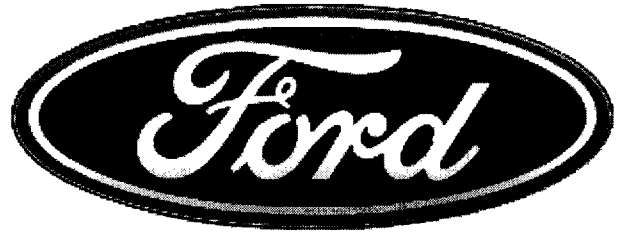
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U.S. Labor Affairs

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## Benefits



and will have responsibility for developing an effective ECP expansion plan (e.g. new practices, regions, etc.) that will improve the overall wellbeing of our employees/members. This model may include a partnership with other large payors/payers such as automotive companies, ~~VEBA~~URMBT and/or the State of Michigan. Employees/members who meet the criteria for participation in the AICUECP will be eligible for the program. ~~The parties agree to target a pilot implementation in the first quarter of 2013.~~

In addition, the parties agree to investigate and implement other forms of care coordination programs that result in positive clinical outcomes and ROI (i.e. Provider Delivered Care Management) in specific markets/plans where AICU models are not appropriate.

~~Very truly yours,~~

~~Rick Popp,~~  
Director  
~~Employee Benefits, Human~~  
~~Resources~~

Very truly yours,

Bernie Swartout,  
Director  
Compensation & Benefits

Concur:

\_\_\_\_\_  
Jimmy Settles

Handwritten notes and signatures in the bottom right corner, including initials like "T-13", "MB", "BSE", "JW", "BR", "T.N.", "D.W.", and dates like "9/24/15".

Handwritten notes on the left margin, including "1AK", "B3", and a signature.

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

Dear Mr. Settles:

Subject: Handling of Benefits for Alternate Work Schedule Employees

During these negotiations, the parties discussed the continued need for the Company to be flexible and adaptive to changes in customer demand in the market place. When implemented, alternate work schedules ("AWS") can allow the Company to increase competitiveness and more efficiently utilize assets and improve profitability.

Benefits provided to employees on AWS have been addressed in prior unpublished letters of understanding ("LOUs") between the Union and the Company. The initial unpublished LOU, titled "Handling of Benefits for Alternate Work Schedule (3-Crew) Employees at Michigan Truck Plant (MTP)," dated February 28, 1995 (Attachment I), addressed benefits for employees on AWS at the Michigan Truck Plant. That LOU provided that benefits under the following plans would be provided to employees on AWS at the Michigan Truck Plant as though such employees worked a full 40 hour per week schedule:

- Tax-Efficient Savings Plan for Hourly Employees
- Ford-UAW Retirement Plan
- Supplemental Unemployment Benefit ("SUB") plan (with the exception of Automatic Short Week benefits)
- Accident & Sickness Benefits
- Profit Sharing Plan

Subsequently, an unpublished LOU, titled "Handling of Benefits for Alternative Work Schedule Employees," addressed benefits for employees on AWS at all locations. That LOU ( Attachment II) became effective as of October 24, 2011 and, in addition to updating the terms of Attachment I generally, provided that benefits under the plans listed

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above would be provided to employees on AWS at all locations as though such employees worked a full 40 hour per week schedule.

The parties agreed that the provisions of Attachment II shall remain in effect, without change, as of the effective date of the 2015 Agreement.

Very truly yours,

Bernie Swartout,  
Director  
Compensation & Benefits

Concur:

Jimmy Settles

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February 28, 1995

Mr. Robert Pokerwinski  
Benefits Coordinator  
UAW, National Ford Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

Dear Mr. Pokerwinski:

Subject: Handling of Benefits for Alternate Work Schedule (3-Crew)  
Employees at Michigan Truck Plant (MTP)

This memorandum provides further clarification related to the letter dated August 16, 1994 from Mr. T. M. Brown to Mr. Ernest Lofton concerning alternate work schedules at the Michigan Truck Plant, paragraph 4.

The parties have agreed that contractual provisions and administrative practices for benefit plans will remain unchanged and will continue to apply for 3-Crew employees at MTP, with the following exceptions that will be incorporated into the applicable plans, by amendments, as detailed below. Except as provided below, employees assigned to such crews will have no greater rights under the plans than other employees.

Tax-Efficient Savings Plan for Hourly Employees (TESPHE)

1. Eligible wages for such employees whose regularly scheduled workweek is less than 40 hours will be defined to include for such employees a supplement consisting of the difference between 40 hours and their regularly scheduled hours, times their straight time hourly rate and applicable cost of living allowance.
2. This supplement will be added to straight time pay and applicable COLA for other eligible pay up to a maximum of 40 hours in a week.
3. However, contributions to TESPHE may be limited by legal limitations e.g., IRS Code Section 415 Limits.

Ford-UAW Retirement Plan (Plan)

1. An employee who, on or after February 6, 1995, is assigned to either Maintenance Schedule D or E Crews and is normally

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scheduled 32 hours per week will receive an additional 8 hours creditable service for each calendar week worked.

2. In addition, for periods of authorized absence where creditable service may be earned under Plan terms, such an employee assigned to the above crews shall receive credit equal to 40 hours for each calendar week of absence.
3. For purposes of acquiring 170 hours of pay during any calendar year required to establish eligibility to accrue creditable service during certain periods of layoff or Company-approved sick leave (Article III, Section 3 (g)), such an employee assigned to the above crews will be considered to have earned a minimum of 40 hours of pay for each calendar week worked.

Supplemental Unemployment Benefits (SUB)

1. Maintenance Schedule D & E Crew employees, scheduled 32 hours per week, will not be eligible for Automatic Short Week Benefits for the balance of 40 hours.
2. Notwithstanding 1. above, SUB Regular Benefits will be calculated for such Maintenance Schedule D & E Crew employees on a qualifying layoff on the basis of 40 hours per week.
3. Such an employee's Automatic Short Week Benefit or Regular Benefit will be reduced by holiday pay received for a holiday which falls during a week on the employee's scheduled day off.
4. For an MTP employee who is working other than 5 days/40 hours per week, a partial week for purposes of a Regular Benefit will be calculated in the manner described in the following examples:
  - a) Production Schedule A,B & C Crews (four ten hour shifts per week) will be calculated on the basis of 1/4 of a benefit for each day on layoff.
  - b) Maintenance Schedule D & E Crews (32 hours per week) will be calculated on the basis of 1/5 or .40 depending on the day lost, i.e., either an 8 hour day or a 12 hour day.
5. The \$17.50 work related expense deduction from the Regular Benefit will apply for employees scheduled to work less than five days a week.
6. All Sunday hours of MTP employees will be paired with the Company workweek (Monday through Sunday) instead of the State System week (Sunday through Saturday) for purposes of

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determining eligibility for Short Week Benefits and Regular Benefits.

7. Maintenance Schedule D & E Crew employees, scheduled 32 hours per week, will be eligible for Automatic Short Week Benefits, when otherwise eligible, for a week in which the employee receives only Holiday Pay from the Company and for the immediately preceding week either received an Automatic Short Week Benefit or had thirty-two (32) or more Compensated or Available hours.

#### Accident and Sickness Benefit Payments

1. Such Production Schedule A, B and C Crew employees and Booth and Duct Cleaning Schedule A and B Crew employees (four ten hour shifts per week with Saturday and Sunday constituting regular work days in some cases), when eligible for A & S benefits, will be paid 25% of the present A & S schedule weekly rate for each day of absence.
2. Such Maintenance Schedule D and E Crew employees (eight hours on Monday or Friday and two 12-hour days Saturday and Sunday), when eligible for A & S benefits, will be paid 40% of the present A & S schedule weekly rate for absences on Saturday or Sunday and 20% for absences on Monday or Friday.

#### Profit Sharing Plan

Eligible pay for employees whose regularly scheduled workweek is for less than 40 hours will be supplemented. If such an employee has at least 1/10 of a paid hour in a week, the person's profit sharing eligible pay will be supplemented as follows:

1. The supplement will be the profit sharing eligible pay for a number of hours equal to 40 hours minus the regularly scheduled workweek.
2. Presently, the regularly scheduled workweek is 32 hours for Maintenance Schedule D and E Crew employees, so the supplement will be 8 hours. If, however, a crew was established with 36 hours, for example, the supplement would be 4 hours (40 minus 36).

In the event the alternate work schedules would require further changes in benefit plans and practices, the parties agree that such changes shall maintain the original intent of those practices, consistent with Paragraph 4 of Mr. Brown's letter. In the event these alternate work schedules are discontinued, these exceptions would end.

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Very truly yours,

WILLIAM E. QUARTERMAN

Concur: \_\_\_\_\_  
Robert Pokerwinski  
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Robert Rebecca  
Benefits Coordinator  
UAW, National Ford Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

Dear Mr. Rebecca,

Subject: Handling of Benefits for Alternative Work Schedule Employees

This memorandum provides further clarification related to the unpublished letter of understanding from Mr. Bob King to Mr. Bill Dirksen concerning alternative work schedules.

The parties have agreed that contractual provisions and administrative practices for benefit plans will remain unchanged and will continue to apply for employees who are assigned to alternative work schedules, with the following clarifications and exceptions that will be incorporated into the applicable plans, by amendments, as detailed below.

Supplemental Unemployment Benefits (SUB)

1. Employees who are scheduled to work an alternative work schedule of less than 40 hours per week, will not be eligible for Automatic Short Week Benefits for the balance of the 40 hours.
2. Notwithstanding 1 above, SUB Regular Benefits will be calculated for such alternative work schedule employees on a qualifying layoff on the basis of 40 hours per week.
3. Such an employee's Automatic Short Week Benefit or Regular Benefit will be reduced by holiday pay received for a holiday which falls during a week on the employee's scheduled day off.
4. For an employee who is working other than 5 days/40 hours per week, a partial week for purposes of a Regular Benefit will be calculated in the manner described in the following:
  - a. Alternative work schedules having ten hour shifts per week will be calculated on the basis of 1/4 a benefit for each day on layoff.

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- b. Alternative work schedules having 32 hours per week will be calculated on the basis of 1/5 or .40 depending on the day lost, i.e., either an 8 hour day or a 12 hour day.
5. The \$30.00 work related expense deduction (or the amount in effect at the time of the event, should that amount be different than the present \$30.00 amount) from the Regular Benefit will apply for employees scheduled to work less than five days a week and who are on a Temporary Layoff. The \$30.00 work related expense deduction no longer applies for employees on Indefinite Layoff.
  6. All Sunday hours will be paired with the Company workweek (Monday through Sunday) instead of the State System week (Sunday through Saturday) for purposes of determining eligibility for Short Week Benefits and Regular Benefits.
  7. Employees scheduled other than 40 hours per week will be eligible for Automatic Short Week Benefits, when otherwise eligible, for a week in which the employee receives only Holiday Pay from the Company and for the immediately preceding week, either received an Automatic Short Week Benefit or had compensated or available hours at least equal to the number of hours regularly scheduled for that week.

#### Accident and Sickness Benefit Payments (A&S)

In the event an employee who is scheduled for an alternative work schedule has a claim for, and becomes eligible for A&S benefits, a review of that employee's paid time will be performed by the A&S insurance carrier and the alternative work schedule will be used to determine the amount of A&S benefits. For example and illustration only: A&S benefits would be paid 25% of the A&S schedule weekly rate for each day of absence for employees working four ten hour shifts per week with Saturday and Sunday, in some cases, constituting regular work days.

#### Profit Sharing Plan

Eligible pay for employees whose regularly scheduled workweek is less than 40 hours will be supplemented. If such an employee has at least 1/10 of a paid hour in a week, the person's profit sharing eligible pay will be supplemented as follows:

The supplement will be the profit sharing eligible pay for a number of hours equal to 40 hours minus the regularly scheduled workweek.

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Employees on an alternative work schedule can be accommodated under existing plan provisions for the plans listed below:

Tax-Efficient Savings Plan for Hourly Employees ("TESPHE")

Employees can contribute no more than the annual amounts prescribed under the Internal Revenue Code of 1986, as amended (IRC). Employees whose hours worked are less than 40 hours can still contribute the maximum amount allowed under the IRC. The maximum TESPHE contribution rate of 50% allows a wide range from which employees may choose. If desired, such employees may adjust their contribution rate up to the 50% amount at any time during the calendar year.

Ford-UAW Retirement Plan ("Plan")

1. An employee who is assigned to an alternative work schedule which provides for at least a minimum average of 32 paid hours per week (1,615 annual hours paid) during a full calendar year has the opportunity to accrue 1.0 year of creditable service in the Plan during that year. Creditable service under the Plan is provided for the following paid hours:
  - regular and overtime hours worked
  - vacation hours
  - short work week hours
  - holiday pay
  - bereavement pay
  - excused absence pay
  - jury duty pay
  - grievance pay
2. In addition, for periods of authorized absence where creditable service may be earned under Plan terms, such an employee assigned to alternative work schedules shall receive credit equal to 40 hours for each calendar week of absence.
3. For purposes of acquiring 170 hours of pay during any calendar year required to establish eligibility to accrue creditable service during certain periods of layoff or Company-approved sick leave (Article III, section 3(g)), such an employee assigned to the above alternative work schedule will be considered to have earned a minimum of 40 hours of pay for each calendar work week.

In no event may an employee accrue more than a year of creditable service in a calendar year.

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In the event alternative work schedules would require further changes in benefit plans and practices, the parties agree that such changes shall maintain the original intent of this letter. In the event alternative work schedules are discontinued, the above exceptions would end.

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Very truly yours,

Rick Popp  
Director, Employee Benefits

Concur: \_\_\_\_\_  
Robert Rebecca

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<sup>1</sup> All language in Attachment I was previously unpublished letter of understanding 00366 dated February 28, 1995, removed in 2015 contract.

<sup>2</sup> All language in Attachment II was previously undistributed letter of understanding effective October 24, 2011.

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UNPUBLISHED

February 28, 1995

Mr. Robert Pokerwinski  
Benefits Coordinator  
UAW, National Ford Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

Dear Mr. Pokerwinski:

Subject: ~~Handling of Benefits for Alternate Work Schedule (3 Crew) Employees at Michigan Truck Plant (MTP)~~

~~This memorandum provides further clarification related to the letter dated August 16, 1994 from Mr. T. M. Brown to Mr. Ernest Lofton concerning alternate work schedules at the Michigan Truck Plant, paragraph 4.~~

~~The parties have agreed that contractual provisions and administrative practices for benefit plans will remain unchanged and will continue to apply for 3 Crew employees at MTP, with the following exceptions that will be incorporated into the applicable plans, by amendments, as detailed below. Except as provided below, employees assigned to such crews will have no greater rights under the plans than other employees.~~

Tax Efficient Savings Plan for Hourly Employees (TESPHE)

1. ~~Eligible wages for such employees whose regularly scheduled workweek is less than 40 hours will be defined to include for such employees a supplement consisting of the difference between 40 hours and their regularly scheduled hours, times their straight time hourly rate and applicable cost of living allowance.~~
2. ~~This supplement will be added to straight time pay and applicable COLA for other eligible pay up to a maximum of 40 hours in a week.~~
3. ~~However, contributions to TESPHE may be limited by legal limitations e.g., IRS Code Section 415 Limits.~~

Ford UAW Retirement Plan (Plan)

1. ~~An employee who, on or after February 6, 1995, is assigned to either Maintenance Schedule D or E Crews and is normally scheduled 32 hours per week will receive an additional 8 hours creditable service for each calendar week worked.~~

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2. ~~In addition, for periods of authorized absence where creditable service may be earned under Plan terms, such an employee assigned to the above crews shall receive credit equal to 40 hours for each calendar week of absence.~~
3. ~~For purposes of acquiring 170 hours of pay during any calendar year required to establish eligibility to accrue creditable service during certain periods of layoff or Company approved sick leave (Article III, Section 3 (g)), such an employee assigned to the above crews will be considered to have earned a minimum of 40 hours of pay for each calendar week worked.~~

#### Supplemental Unemployment Benefits (SUB)

1. ~~Maintenance Schedule D & E Crew employees, scheduled 32 hours per week, will not be eligible for Automatic Short Week Benefits for the balance of 40 hours.~~
2. ~~Notwithstanding 1. above, SUB Regular Benefits will be calculated for such Maintenance Schedule D & E Crew employees on a qualifying layoff on the basis of 40 hours per week.~~
3. ~~Such an employee's Automatic Short Week Benefit or Regular Benefit will be reduced by holiday pay received for a holiday which falls during a week on the employee's scheduled day off.~~
4. ~~For an MTP employee who is working other than 5 days/40 hours per week, a partial week for purposes of a Regular Benefit will be calculated in the manner described in the following examples:~~
  - a) ~~Production Schedule A, B & C Crews (four ten hour shifts per week) will be calculated on the basis of 1/4 of a benefit for each day on layoff.~~
  - b) ~~Maintenance Schedule D & E Crews (32 hours per week) will be calculated on the basis of 1/5 or .40 depending on the day lost, i.e., either an 8 hour day or a 12 hour day.~~
5. ~~The \$17.50 work related expense deduction from the Regular Benefit will apply for employees scheduled to work less than five days a week.~~
6. ~~All Sunday hours of MTP employees will be paired with the Company workweek (Monday through Sunday) instead of the State System week (Sunday through Saturday) for purposes of determining eligibility for Short Week Benefits and Regular Benefits.~~
7. ~~Maintenance Schedule D & E Crew employees, scheduled 32 hours per week, will be eligible for Automatic Short Week Benefits, when otherwise eligible, for a week in which the employee receives only Holiday Pay from the Company and for the immediately preceding week either received an Automatic Short Week Benefit or had thirty two (32) or more Compensated or Available hours.~~

#### Accident and Sickness Benefit Payments

1. ~~Such Production Schedule A, B and C Crew employees and Booth and Duct Cleaning Schedule A and B Crew employees (four ten hour shifts per week with Saturday and Sunday constituting regular work days in some cases), when eligible for A & S benefits, will be paid 25% of the present A & S schedule weekly rate for each day of absence.~~

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2. ~~Such Maintenance Schedule D and E Crew employees (eight hours on Monday or Friday and two 12 hour days Saturday and Sunday), when eligible for A & S benefits, will be paid 40% of the present A & S schedule weekly rate for absences on Saturday or Sunday and 20% for absences on Monday or Friday.~~

#### Profit Sharing Plan

~~Eligible pay for employees whose regularly scheduled workweek is for less than 40 hours will be supplemented. If such an employee has at least 1/10 of a paid hour in a week, the person's profit sharing eligible pay will be supplemented as follows:~~

- ~~1. The supplement will be the profit sharing eligible pay for a number of hours equal to 40 hours minus the regularly scheduled workweek.~~
- ~~2. Presently, the regularly scheduled workweek is 32 hours for Maintenance Schedule D and E Crew employees, so the supplement will be 8 hours. If, however, a crew was established with 36 hours, for example, the supplement would be 4 hours (40 minus 36).~~

~~In the event the alternate work schedules would require further changes in benefit plans and practices, the parties agree that such changes shall maintain the original intent of those practices, consistent with Paragraph 4 of Mr. Brown's letter. In the event these alternate work schedules are discontinued, these exceptions would end.~~

Very truly yours,

WILLIAM E. QUARTERMAN

Concur: \_\_\_\_\_  
Robert Pokerwinski

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10/3/2011

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

Dear Mr. Settles:

Subject: ~~Life Insurance Appeals and the UAW Ford Group Life and Disability Appeal Committee~~

During these negotiations, the parties discussed the specific obligations of the Insurer as set forth in the policy and certificate of insurance. Those obligations include making claim determinations based on policy and certificate provisions and in accordance with applicable state and/or federal laws and regulations.

The Insurer is responsible for the first level appeal under the policy as required by applicable law. The Insurer of the policy is responsible for the defense of all claims that are related to those contractual obligations set forth in the policy. The Insurer has expressed concerns about certain delegations of contractual obligations to the UAW Ford Group Life and Disability Appeal Committee. As such, the parties agree to meet as soon as possible following the conclusion of these negotiations to review Section 23 of the Group Life and Disability Insurance Program and amend as necessary.

Very truly yours,

Rick Popp,  
Director  
Employee Benefits, Human Resources

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

Dear Mr. Settles:

Subject: Pension Eligibility Service for Certain Hourly Employees  
who Returned to Ford from Ford New Holland Inc.

During these negotiations, the Company and the Union discussed  
certain former Company employees who returned to Company  
employment from Ford New Holland with their pre-sale credited  
service under the Ford-UAW Retirement Plan ("Plan"). The parties  
agreed that the credited service received at Ford New Holland by  
any such employee who is still actively employed by the Company  
as of October 1, 2015 will be used for eligibility and vesting  
purposes only under the Plan.

Very truly yours,

Bernie Swartout,  
Director  
Compensation & Benefits

Concur:

Jimmy Settles

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

Dear Mr. Settles:

Subject: Prescription Drug Management Understandings

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 mutually agreed to implement the Pharmacy Benefit Manager's (PBM) standard set of drug tools, as soon as administratively feasible. Changes to the standard set of drug tools will be implemented automatically throughout the term of this agreement. Members with active prescriptions impacted by these efforts will receive targeted communications by the PBM.

The parties selected the PBM's "Advantage Plus" package to be the standard set of drug tools replacing all current tools. In addition to this package, the parties further agreed to implement tools for select specialty drugs. All new prescriptions will be subject to the standard set of drug tools. Members with active prescriptions will be grandfathered.

In an effort to increase safety and reduce fraud, the parties further agreed to implement a tool for compound medications. All refills and future prescriptions will be subject to the tool.

The parties further agree that a similar replacement set of drug tools will be implemented if the parties mutually choose another vendor to serve as the PBM.

Very truly yours,

Bernie Swartout,  
Director  
Compensation & Benefits

Concur:

Jimmy Settles

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October 31, 2014  
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Mr. Jimmy Settles  
Vice President and Director  
UAW, National Ford Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Settles:

This confirms our understanding reached during these negotiations regarding additional funding under the Ford-UAW Supplemental Unemployment Benefit Plan. In the event, during the term of the 2014<sup>5</sup> Agreement, the Company and Union determine that funding is inadequate, the Corporation will provide for continued operation of the Plan and the provision of full benefits for the term of the 2014<sup>5</sup> Agreement.

Very truly yours,

Bernie Swartout,  
Director  
Compensation & Benefits

~~Rick Pepp,~~  
~~Director~~  
~~Employee Benefits, Human Resources~~

Concur: \_\_\_\_\_  
Jimmy Settles

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