AGREEMENT RELATING TO THE PEACEFUL SURRENDER OF MICHIGAN ASSEMBLY PLANT, CHICAGO ASSEMBLY PLANT AND KENTUCKY TRUCK PLANT, AND THE CESSATION OF FURTHER STRIKE ACTIVITY BY THE INTERNATIONAL UNION, UNITED AUTOMOTIVE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AGAINST THE FORD MOTOR COMPANY

- 1. The International Union, United Automotive, Aerospace and Agricultural Implement Workers of America ("Union") and Ford Motor Company ("Company") have reached an agreement in principle with respect to terms for a successor agreement to the Collective Bargaining Agreement between the parties.
- 2. Per Article 19 of the Union's Constitution, the tentative agreement will become effective only upon ratification by the Union's membership.
- 3. Upon execution of a Tentative Agreement consisting of the terms for a successor agreement, the Union will notify represented employees that the strike, and picketing in support of it, have ended, and direct them to report for their normally scheduled shifts as soon as possible ("Return to Work Date"). The Local parties will, as necessary, meet and discuss the manner in which employees will return.
- 4. There shall be no adverse consequence for attendance-related infractions for a forty-eight hour grace period following the Return to Work Date.
- 5. The Parties have agreed that the Company shall make available \$53,000,000 as a Supplemental Ratification Bonus Fund to mitigate the financial impact on employees who experienced loss of work between September 15, 2023 and October 29, 2023 and did not receive SUB Pay from the Company.
- 6. All employees who experienced loss of work between September 15, 2023 and October 29, 2023 and did not receive SUB Pay from the Company (hereinafter "Affected Employees") shall receive a pro rata amount of the Supplemental Ratification Bonus Fund for each day of lost work. Payments from the Supplemental Ratification Bonus Fund will be made in the form of a supplement to the base ratification bonus paid to all eligible employees following the ratification of the successor agreement (the total amount of the fund will be divided by the total number of work days lost by all Affected Employees for the purposes of pro rata calculation).
- 7. For All Affected Employees, the period of the strike or layoff shall not constitute a break in service, and such time spent on strike or layoff shall be deemed service time for all purposes (e.g. attendance, FMLA, SUB benefit eligibility).
- 8. The Company represents that no temporary or permanent replacements were hired for any striking or laid off employee.
- 9. The Company and the Union each agree that, upon ratification of the tentative agreement, they will withdraw and/or dismiss, and will not refile, any lawsuit, action, charge, complaint or other claim ("Matter"), whether civil or criminal in nature, currently pending before any court, administrative, arbitral or other authority to the extent that such Matter relates to, or arises out

of, any acts or omissions related to the Union's strike ("Strike-Related Claims"). On the date of ratification, the Parties will further execute releases of all Strike-Related Claims, whether known or unknown.

- 10. The Company and the Union agree that any grievances that were timely filed for alleged violations of the Collective Bargaining Agreement between September 15, 2023 and the date of the ratification of a successor agreement shall be deemed timely and permitted to proceed through the grievance and arbitration procedure as if the agreement had not expired. Notwithstanding the foregoing, the parties have agreed that all grievances concerning layoffs that occurred between September 15, 2023 and the date of this agreement shall be deemed settled and are hereby withdrawn with prejudice on a non-precedential basis.
- 11. If the Company were to take any disciplinary or other adverse employment action against any Union-represented employee as result of an alleged act or omission during the strike, including any related to picketing activity, the Company agrees that it would be subject to the grievance and arbitration provisions of the 2023 collective bargaining agreement.
- 12. Any dispute between the parties as to the interpretation or application of this agreement shall be submitted to the Umpire for final resolution.

Dated: October 25, 2023

INTERNATIONAL UNION, UNITED AUTOMOTIVE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

Shawn Fain

International President

THE FORD MOTOR-COMPANY Bryce Cu 10

VP Manufacturing Americas