
AGREEMENTS

between

UAW®

and the

FORD MOTOR COMPANY

Volume I




Agreements Dated

November 3, 2007

(Effective November 19, 2007)

Includes Administrative Corrections



 *printed on recycled paper*

PRINTED IN U.S.A.

NOTE:

This booklet (Volume D) is being presented to you so that you may know the terms of the agreements negotiated between the UAW and the Company **November 3, 2007**, and certain other information which may be of interest.

Specifically, the following material is presented in the order given:

1. Collective Bargaining Agreement and Appendices A, B, C* , G, H, **J**, K, M, N, O, P, Q, S, T, U, **and V**.
2. Skilled Trades Supplemental Agreement; Exhibit I, Apprenticeship Standards; and Exhibit II, Skilled Trades Work Assignments.
3. Letter of January 20, 1949, concerning Maintenance and Construction Operations.
4. Letter of October 4, 1979, concerning New Die Construction.
5. Settlement Agreement of May 29, 1949, as amended.
6. Letters concerning Relief Allowance, dated September 18, 1964; October 21, 1967; and December 7, 1970.
7. Three-Day Transfer Agreement of August 15, 1949.

Portions of the Agreement reproduced here which are new or changed from previous agreements are shown in bold type.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume II, the Retirement Agreement and Plan and the Insurance Program; Volume III, the Supplemental Unemployment Benefit Agreement and Plan, the Profit Sharing Agreement and Plan, the Tax Efficient Savings Agreement and Plan, and the UAW-Ford Legal Services Plan; and Volume IV, the Letters of Understanding.

We hope you will find this booklet helpful.

BOB KING

Vice President and Director
UAW, National Ford Department

MARTIN J. MULLOY

Vice President
Labor Affairs

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

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COLLECTIVE BARGAINING AGREEMENT

On this **3rd** day of **November, 2007**, at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, hereby agree as follows:

ARTICLE I**RECOGNITION****Section 1. Recognition; “Contract Unit”**

- (a) The Company recognizes the Union as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other conditions of employment, for all employees of the Company in the Contract Unit.
- (b) The term “Contract Unit,” as used above and elsewhere in this Agreement, refers collectively to the units of employees at each Company location which were actually covered by the last preceding Agreement between the parties as of the expiration date thereof, except for such changes as may be required as a result of pending actions before the NLRB; plus such additional units of employees as the parties may agree to place under this Agreement pursuant to Section 4 of this Article.
- (c) For the purposes of applying Subsection (b) of this Section to Company locations covered by the last preceding Agreement between the parties as of the expiration date thereof, the term “employees” shall be deemed at each such location to include all categories of employees therein actually covered by such Agreement as of such date, and to exclude all categories of employees therein not actually covered by such Agreement as of such date.

Section 2. New Classification and Departments

When a new classification or department covering work comparable to that done by employees covered by this Agreement is established in a plant or parts depot covered by this Agreement, the Union will be notified and negotiations will take place promptly as to whether such classification or department properly should be in the included or excluded group.

Section 3. Restrictions on Organizing Certain Employees

- (a) The Union shall not organize, or attempt or assist in the organization of, executive employees, supervisory employees, supervisors and any other individuals having authority in the interest of the Company to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline other employees or responsibly to direct them or to adjust their grievances or effectively to recommend such action; employees engaged in work relating to time study or other Industrial Engineering activities; employees engaged in Human Resources activities; employees having access to confidential information pertaining to employee and labor relations matters; and other representatives of Management.
- (b) Any dispute arising under this Section shall be appealed to the Umpire for decision, and any National Labor Relations Board proceedings to which the decision of the Umpire on such dispute may be relevant shall be postponed by agreement of the parties until the Umpire shall have rendered such decision.
- (c) Appeals under this Section shall be governed by the procedure provided in Article VII, Section 9(b) of this Agreement. Such appeals shall take precedence over all other cases, and shall be decided by the Umpire as promptly as possible.

Section 4. Application of Agreement to New Units

If it shall be determined (by either National Labor Relations Board certification or otherwise) that the Union is the exclusive collective bargaining representative for any unit of Company employees not covered by this Agreement (including a unit of employees in a new Company location), and if such unit comprises employees who are engaged in the production of automobiles or trucks, or the production and distribution of parts thereof, the production of which is not generally regarded as part of a separate industry, this Agreement shall extend automatically to such new unit; otherwise this Agreement shall not extend automatically to new units for which the Union is deter-

mined to be the exclusive collective bargaining representative, but the parties shall determine by negotiations whether or not such new unit should be placed under this Agreement or should be covered by separate agreement.

ARTICLE II

UNION SHOP

Section 1. Requirement of Union Membership

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following **November 19, 2007**.

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after **November 19, 2007** and covered by this Agreement shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following the beginning of their employment.

An employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

Section 2. Discharge for Failure to Tender Dues or Initiation Fee

Any employee to whom membership in the Union is denied or whose membership is terminated by the Union by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employee shall be terminated under this Article, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the periodic dues and initiation fees required under this Section, and warning him that unless such dues and fees are tendered within seven days he will be reported to the Company for termination from employment as provided herein; and
2. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged.

Section 3. State Restrictions

The provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provisions is contrary to statute or constitutional amendment of such state; provided, however, that wherever any such statute or constitutional amendment is declared by the court of last resort having jurisdiction of such questions to be invalid, the provisions of Sections 1 and 2 of this Article immediately thereupon will be deemed to cover the employees directly affected by such declaration of invalidity; and, provided, further, that in any state where the making or enforcement of such provisions is lawful only after compliance with certain conditions precedent, Sections 1 and 2 of this Article shall be deemed to take effect as to the employees concerned immediately after such conditions have been complied with.

Section 4. Agency Shop

In any state in which Sections 1 and 2 of this Article are of no force and effect under the provisions of Section 3 of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that employees may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration

of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Sections 1 and 2 of this Article.

ARTICLE III

DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues; Employee Authorization; Revocation

The Company will deduct from the pay of each employee covered by this Agreement, or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each such employee's Regular Supplemental Unemployment Benefits, all current Union membership dues, provided that at the time of such deduction there is in the possession of the Company a subsisting written assignment, executed by the employee. In the case of each employee hired into the Contract Unit after January 1, 1974, and for any employee in employment prior to January 1, 1974 who is laid off after January 1, 1974 and authorizes the deduction of dues from his/her Regular Supplemental Unemployment Benefits, the authorization shall be in the form attached as Appendix A.*

Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before the end of the fifth day following the day on which this Agreement goes into effect; or (2) not more than 5 days prior to the stated expiration date of this Agreement set forth in Article XI of this Agreement.

* Reproduced in full beginning on page 146.

Section 2. Authorization Forms

The Company will explain the check-off arrangements between the Company and the Union at the time of hiring new employees and afford them an opportunity to sign authorization forms in the Employment Office. Previously signed and unrevoked authorizations shall continue to be effective as to employees whose seniority is not broken; previous authorizations of employees rehired shall not be considered to be effective.

Section 3. Pay Periods in Which Deductions to Be Made

The Company will deduct current membership dues (including such initiation fees as may be a part thereof) from the employee's pay for pay periods ending in the calendar month, or will notify the Trustee under the SUB Plan to deduct such dues as provided in the Plan from the employee's Regular Supplemental Unemployment Benefits, in a manner agreed upon with the Union. It is understood that deductions shall not be made from the first pay of a new employee. The initial deduction from the pay of an employee signing a new authorization shall be from the second pay period following the date of his authorization.

Section 4. Collection in Succeeding Months

- (a) Once each month, beginning with the month of January, 1974, the International Union may submit to the Company, not later than the tenth day of the month, tabulating cards (or magnetic tape) containing the employee's name, social security number, local union, amount of Union dues (including initiation fee, if any) to be deducted and the specified month or months (January, 1974 or thereafter) for which the Union certifies that (i) the specified dues were required for such month(s) under the International Union's Constitution and Articles II and III of this Agreement and (ii) such dues were not deducted from wages earned in such month(s) or from Regular Supplemental Unemployment Benefits equivalent to forty (40) hours' pay received in such month(s). An employee's name shall not be submitted in

any month unless he is on the active employment rolls at the beginning of such month.

- (b) Union dues in the specified amount shall be deducted from the wages of each such employee, provided he has executed an Assignment and Authorization for Check-Off of Membership Dues for the month or months for which and in which the deduction is made. Such deduction shall be made from the pay for the third pay period ending in the month, provided that the employee has sufficient earnings to cover the Union dues.

The Company shall have no responsibility for the collection of membership dues not deducted pursuant to Sections 3 and 4 of this Article.

Section 5. Deduction of Initiation Fees

For the purposes of applying the check-off provisions, it shall be presumed that reinstated and rehired employees do not owe initiation fees, and collection of any initiation fees from such employees shall be the responsibility of the Local Union. It shall be presumed that employees being hired by the Company for the first time have not previously paid initiation fees, and such fees will be deducted as set forth in Section 3 of this Article.

With respect to a newly hired employee who does not sign an authorization form at the time he is hired, initiation fee will be deducted only if the Local Union subsequently shall furnish an authorization form signed by the employee and advise the Company therewith in writing that the employee owes an initiation fee, in which case such initiation fee will be deemed to become due and payable in the pay period following receipt of such notice.

The Company shall have no responsibility for the collection of initiation fees not deducted pursuant to the foregoing.

Where an initiation fee has been deducted from the pay of a new employee who does not owe such fee, it shall be the responsibility of such employee to obtain appropriate refund from the Local Union.

Section 6. Remittal of Deductions to Local Unions

All sums deducted from pay shall be remitted to the Financial Secretaries of the Local Unions in two payments, the first payment to be made as soon as available but no later than ten (10) days after the first pay period in each month and the second payment, including deductions from the remaining pay periods of the month, to be made not later than the 10th day of the next succeeding month after which such deductions are made, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.

Section 7. Record of Deduction for Local Unions

The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish the Financial Secretaries of the Local Unions semi-monthly a record of those for whom deductions have been made, together with the amounts of such deductions. It is permissible for Local Unions and local Management to work out a system of reporting those for whom no deductions are made, rather than those for whom deductions are made, where they mutually desire to do so.

Section 8. Notice to Union of Employee Revocations

The Company will advise the Financial Secretary of the Local Union in writing of receipt by the Company of any written notice from an employee revoking his assignment and authorization to deduct Union membership dues from his pay or Regular Supplemental Unemployment Benefits. Such written advice to the Union shall identify the employee and specify the date notice was received by the Company, and shall be sent to the Union within ten (10) working days of receipt of such notice.

The Union shall have the right to inspect such notice and its mailing envelope within thirty (30) days from the date the Union is sent advice of the receipt thereof, and

following the expiration of that time any objections not theretofore made to the Company in writing to the effectiveness of such notice of revocation shall be deemed waived by the Union.

Section 9. Requests for Additional Deductions

Requests to the Company by Local Unions to deduct membership dues (other than initiation fees) in excess of \$1.50 each month, and notices of any increases in initiation fees, shall be effective only upon written assurance to Labor Affairs of the Company from the International Union that such amounts are a part of the membership dues under the Union's constitution, and have been duly approved by the International Union.

Section 10. Notice of Transfer to Excluded Classification

When an employee is transferred to an excluded classification, the Company will give the Union a written notice of such transfer, within ten (10) working days from the date of transfer, said notice to list name and old badge number.

ARTICLE IV

COMPANY RESPONSIBILITY

Section 1. General

The Company retains the sole right to manage its business, including the rights to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the method of manufacturing, the schedules of production, the processes of manufacturing or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured; to maintain order and efficiency in its plants and operations; to hire, lay off, assign, transfer and promote employees, and to determine the starting and quitting time and the number of

hours to be worked; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. Promotions and Nonpromotional Job Transfers

(a) Promotions

Promotions shall be based primarily upon merit and ability, but where these are equal, the employee having the greatest seniority shall receive preference.

With respect to promotions to higher paid jobs, the Union shall be notified of the opening as far in advance as possible. Arrangements shall be made locally by mutual agreement to establish appropriate procedures for posting of such openings. By local agreement, other arrangements can be made regarding any job openings.

Complaints that Management has not exercised fairness in judging the qualifications of the available candidates may be processed through the Grievance Procedure.

(b) Nonpromotional Job Transfers

It is the policy of the Company to give consideration to seniority employees who wish to transfer from one classification to an equal or lower rated classification within the same seniority unit and plant or facility or from one classification to an equal or lower rated classification within a department on the same shift when a permanent vacancy (which is to be filled) occurs on the classification.

Accordingly, the Company will act on applications for such transfers, without limitation upon the Company's right to transfer or promote employees. With respect to nonpromotional job transfers, the Union shall be notified of the opening as far in advance as possible.

In each plant where this has not been done or where a mutually satisfactory procedure does not already exist, a procedure which gives effect to this policy will be set up and administered by the Company.

An employee who has made application in accordance with such local plant procedures shall be given preference over a recall, rehire and new hire and over an

employee who has not applied for the classification for the next vacancy provided the employee is qualified to do the job. In case there is more than one applicant qualified to do the job, the applicant with the longest seniority will be given preference.

An employee who has been offered and does not accept a transfer or who has transferred under the provisions of this Subsection will not be considered for another such job transfer until at least six months have elapsed from the date of the last offer or the effective date of the nonpromotional job transfer.

Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion or through transfer without regard to seniority standing or by new hire.

At any plant where the Local Union notified local Management in writing within 30 days from the effective date of the 1967 Agreement, this Subsection shall not be deemed in effect and local agreements in effect under the Agreement dated November 23, 1964, regarding any job openings will continue in effect.

Section 3. Discipline and Discharge

The Company retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

In imposing discipline on a current charge, the Company will not take into account any prior infraction which occurred more than 18 months previously. **However, in instances where an employee is on a medical leave of absence of 90 days or more during the 18 month time period after a disciplinary action is issued, the 18 month time period will be extended by the amount of time of medical leave occurring within the initial eighteen months to ensure 18 months of active employment from the issuance of the disciplinary action.**

Complaints that the Company has violated this paragraph may be taken up through the Grievance Procedure provided in this Agreement.

Section 4. Production Standards

(a) Establishment; Disputes

The right of the Company to establish and enforce production standards is recognized. Such production standards shall be fair and equitable and shall be set on the basis of normal working conditions, the quality of workmanship, and the normal working capacities of normal experienced operators, with due consideration to fatigue and the need for "personal" time.

When a production standard is established and is not disputed, or is disputed and settled, the element times shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design.

When a study is to be made for the purpose of establishing a standard the employee on such job shall be notified at the time the study is to be made. When a study is made for purposes other than establishing a standard, the purpose of the study will be made known to a Union representative if he requests it.

The provisions of the strike Settlement Agreement of May 29, 1949, as amended,* and the rules for manning moving assembly lines established by the arbitration award of July 8, 1949, shall apply to assembly line operations like those covered by such Settlement Agreement, unless other arrangements have been or are mutually agreed to through local plant negotiations.

The vehicle assembly plants will maintain procedures to provide advance knowledge of mix changes which require compensating adjustments. Management will designate specific offline operations from which manpower will be made available when increased manpower is selected as a means of adjusting for a mix change. Upon

* (The relevant provisions of this Agreement are reproduced beginning on page 355 of this booklet.)

request, Management will advise the Union of the arrangements made.

On line operations relief men will be designated to make relief available at all times and in a ratio to provide each employee with at least 24 minutes of actual personal relief per 8 hour shift.

In determining the number of relief men required for this purpose, the Company shall take into account such factors that may be involved in relief assignments as walking unusual distances from station to station, the securing of special tools, clothing or equipment, the necessity of washing up prior to relieving the next operator and the factor of time slippage involved in a tag relief system.

Detailed implementation of the general rules stated in the foregoing paragraph is to be worked out locally, with the understanding that:

- (i) where the Local Union so requests, such implementation shall regularly be made on the basis that relief for up to one hour at the start of the shift and up to one-half hour after lunch will not be required except in emergencies;
- (ii) it shall not be deemed to affect any existing arrangements for relief based on environmental factors in addition to that required for personal time;
- (iii) it shall not interfere with any mutually satisfactory local practice or agreement; and
- (iv) it shall not be deemed to affect the allowance applicable to certain operations as set forth in the Company's letters to the Union dated September 18, 1964, October 21, 1967 and December 7, 1970* .

It is recognized that disputes on production standards should be resolved at the plant level wherever possible. The Union may designate a qualified person in each Bargaining Unit who, upon his request, in the event of a work standards dispute, will be advised as to the work content which is the basis of the particular production standard.

* Reproduced in full beginning on page 357.

The Union shall have the right to process grievances on disputed production standards through the procedure provided therefore by Article VII, Section 23 of this Agreement.

(b) Enforcement; Discipline

When a standard is not established, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be disciplined for failure to obtain an expected amount of production.

On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised by the Supervisor as to what such standard is. Production standards now in effect and production standards as they are arrived at will be made available for inspection by the Committeeperson.

Continued failure, or refusal, of an employee to produce on the basis of such production standards shall be considered due cause for discipline, including discharge, unless the failure is due to causes beyond his control. Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a production standard are known as nonstandard conditions. When such nonstandard conditions exist which adversely affect the operation and are brought to the attention of Management, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be required to obtain the expected amount of production.

No employee will be disciplined for failure to perform in accordance with production standards unless he has been advised at least four days in advance as to what such production standard is. When the Company contemplates disciplinary action for failure to perform in accordance with production standards, the Committeeperson shall be notified promptly that the employee has been given the first warning and the reasons for such warning.

An employee physically incapable of meeting production standards will be given the opportunity to transfer to an

operation he is physically capable of performing, subject to the provisions of Article VIII, Sections 9 through 13 of this Agreement.

An employee shall not be subject to discipline for his activities during his relief period so long as he does not interfere in any way with production, the work of his fellow employees and order in the plant, and does not violate plant rules.

Any complaint that discipline imposed under this Section is improper shall be taken up through the regular Grievance Procedure provided for in this Agreement.

Section 5. Rules and Regulations

The right of the Company to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of Company plants, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees, is recognized. The Union reserves the right to question the reasonableness of the Company's rules or regulations through the Grievance Procedure.

Section 6. Assignment of Overtime Work

When, in the judgment of Management, overtime is required for a given department, the regular employees assigned to the department will work such overtime periods.

All reasonable means will be employed to equalize overtime among shifts.

When in the judgment of Management, overtime is necessary for employees on a given classification within a department, the employees regularly performing the operations involved shall work such overtime periods. Where such overtime is of a continuing nature, Management, insofar as is practicable, will rotate such overtime among qualified employees within the department, it being understood that for this purpose, by local agreement, employees in General Cleaning, Material Handling, and other such classifications, may be considered as if in

one department within a Unit by classification. In addition, overtime shall be rotated insofar as is practical between those employees on a given classification who, as a matter of routine assignment, are used interchangeably during the normal workweek.

Local deviations from the foregoing general rules regarding overtime assignments may be made by local agreement approved by the National Ford Department of the UAW and Labor Affairs of the Company.

Except in emergencies or breakdowns, an employee shall be notified of required overtime work not later than the completion of his last hour of work on the day preceding such overtime.

The notice provisions in this Section shall also apply to the resumption of overtime work whenever there is a break in the overtime schedule.

It is the policy of the Company to grant, where practicable, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of his request. When granted he will not be required to work during the excused time without his consent.

The Company's right to require employees to perform overtime work is subject to the Memorandum of Understanding which is attached hereto as Appendix H.*

Section 7. Layoff and Recall — Deviations from Seniority

The right of the Company to lay off and recall employees is limited by Sections of this Agreement, hereafter provided, covering that subject.

Notwithstanding those provisions, it is recognized that upon certain occasions it is necessary in order to facilitate tooling, plant arrangement, starting of production or other unusual situations, for the Company to retain or to call into work the most capable and efficient employees, out of line of seniority.

* Reproduced in full beginning on page 150.

When such occasions arise the Union Committeeperson will be advised in advance of the number and classifications of such employees.

The discretion hereby vested in the Company shall not be abused. Complaints that the Company has abused its discretion in this respect may be taken up through the Grievance Procedure provided in this Agreement.

Section 8. Job Security and Outside Contracting

It is the policy of the Company that employees of an outside contractor will not be utilized in a plant or parts and supply depot covered by this Agreement to replace seniority employees on production assembly or manufacturing work, warehousing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools or equipment maintained by Company employees.

This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

It is the policy of the Company to fully utilize its seniority employees in the skilled trades (Appendix F) in the performance of maintenance and construction work, in accordance with its letter to the Union of January 20, 1949.* It is the Company policy in all cases, except where time and circumstances prevent it, to have advance discussion with Local Union representatives prior to letting such a contract. In this discussion local Management is expected to review its plans or prospects for letting a particular contract. The Local Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why Management is contemplating contracting out the work. At such times, Company representatives are expected to afford the Union an opportu-

* Reproduced in full beginning on page 350.

ARTICLE IV

COMPANY RESPONSIBILITY

nity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

It is the policy of the Company that decisions by local Management regarding the utilization of a non-Company source to perform new die machining, fabrication, repair, tryout and related checking fixture construction work normally performed by seniority journeymen in the tool and die classifications (Appendix F) shall be subject to the limitations set forth in the Company's letter to the Union dated October 4, 1979.**

** Reproduced in full beginning on page 352.

ARTICLE V**STRIKES, STOPPAGES AND LOCKOUTS****Section 1. Fair Day's Work**

The Union reaffirms its adherence to the principle of a fair day's work for a fair day's pay, and agrees to use its best efforts towards this end, both as to work and as to conduct in its performance.

Section 2. Intent of Agreement

It is the intent of the parties, in the interests of attaining peaceful, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the procedures through which the Union and the employees shall resort to secure redress for any grievances arising from this Agreement.

Section 3. Prohibited Activities

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, or slowdown in any plant of the Company or any curtailment of work or restriction of production or interference with the operations of the Company.

Section 4. Limitations on Right to Strike

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of any of the Company's operations, or picketing of any of the Company's plants or premises, except with respect to disputes which are to be referred to the procedure provided for in Article VII, Section 23 of this Agreement, and then only after such procedure has been exhausted.

No strike shall take place until such action has been fully authorized as provided in the constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Section 5. Discipline for Violations of Sections 3 and 4

The Company shall have the right to discipline (including discharge) any employee who instigates, participates in, or gives leadership to an unauthorized strike in violation of this Agreement.

The Umpire shall have power to review the reasonableness of penalties imposed under this Section.

Section 6. Limitations on Right to Lock Out

The Company will not lock out any employees except with respect to disputes which are to be referred to the procedure provided for in Article VII, Section 23 of this Agreement, and then only after such procedure has been exhausted.

ARTICLE VI

REPRESENTATION

Section 1. Unit Structure

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

Maintenance **and Construction**

Dearborn Truck Plant

Dearborn Engine **& Fuel Tank Plant**

Dearborn Stamping Plant **and Truck Body**

Dearborn Diversified Manufacturing Plant

Tool and Die

Transportation

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

shall by agreement determine whether a new Unit shall be added or an existing Unit expanded.

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

Section 2. Representation on Company Time

For the purpose of operating under this Agreement, the employees shall be entitled to representatives on Company time in accordance with the following provisions.

Section 3. Units of 1,399 or Less

In Units containing 1,399 or less employees, the Union will be accorded representatives as follows:

(a) **Less than 150 (Single Shift Operation)**

In a Unit of less than 150 employees with a single shift operating pattern, there shall be one full-time Chairperson. The Chairperson shall have the right to devote his/her full-time to his/her duties, as such, which shall include those functions set forth in Sections 8(c), 9(c) and 10(c) of this Article.

(b) **Less than 150 (Multiple Shift Operation)**

In a Unit of less than 150 employees with a multiple shift operating pattern, there shall be two Committeepersons, including the Chairperson. The Chairperson shall have the right to devote his/her full-time to his/her duties, as such, which shall include those functions set forth in Sections 8(c), 9(c) and 10(c) of this Article, but the remaining Committeepersons shall be on a part-time basis.

(c) **150-199**

In a Unit of 150 to 199 employees, there shall be three Committeepersons, including the Chairperson. The Chairperson shall have the right to devote his/her full time to his/her duties, as such, which shall include those functions set forth in Sections 8(c), 9(c) and 10(c) of this Article, but the remaining two Committeepersons shall be on a part-time basis.

(d) **200-399**

In a Unit of 200 to 399 employees, there shall be three Committeepersons including the Chairperson. When the Unit is operating three shifts on production, an additional Committeeperson may be allowed. The Chairperson shall have the right to devote his/her full time to his/her duties, as such, but the remaining Committeepersons shall be on a part-time basis.

(e) **400-599**

In a Unit of 400 to 599 employees, there shall be four Committeepersons including the Chairperson. The Chairperson and one other Committeeperson shall have the right to devote their full time to their duties, as such, but the remaining Committeepersons shall be on a part-time basis.

(f) **600-799**

In a Unit of 600 to 799 employees, there shall be four Committeepersons, including the Chairperson. The Chairperson and two other Committeepersons shall have the right to devote their full time to their duties, as such, but the remaining Committeeperson shall be on a part-time basis.

(g) **800-999**

In a Unit of 800 to 999 employees, there shall be four Committeepersons, including the Chairperson, all of whom shall have the right to devote their full time to their duties, as such.

(h) **1,000-1,199**

In a Unit of 1,000 to 1,199 employees, there shall be five Committeepersons, including the Chairperson, all of whom shall have the right to devote their full time to their duties, as such.

(i) **1,200-1,399**

In a Unit of 1,200 to 1,399 employees, there shall be six Committeepersons, including the Chairperson, all of whom shall have the right to devote their full time to their duties, as such.

Section 4. Units of 1,400 or More (Except Rouge, Highland Park and Wayne)

In Units containing 1,400 or more employees, the Union will be accorded representatives as follows:

(a) Number of Full-time Representatives

Each Unit, according to the number of employees therein, may have the number of full-time representatives, including the Chairperson of the Unit Committee, indicated in the following table:

No. of Employees	No. of Representatives
1,400 to 1,599	7
1,600 to 1,799	8
1,800 to 1,999	9
2,000 to 2,199	10
2,200 to 2,399	11
2,400 to 2,599	12
2,600 to 2,799	13

And so forth with one additional representative for each additional 200 employees.

(b) Size of Unit Committee; Handling of First Stage Grievances

Each Unit shall have a Unit Committee of three or four persons, including the Chairperson, plus District Committeepersons to handle grievances in the First Stage.

A Unit Committeeperson may be designated to handle First Stage Grievances within a specified district where necessary to provide adequate representation.

Section 4A. Part-time Representatives — Small Shifts

In a Unit employing 1,001 or more people, an additional Committeeperson on a part-time basis shall be allowed on the No. 1 and No. 3 shift when more than 25 but less than 200 people are working on such shift. In view of special conditions in the Rouge Area, implementation of the principles of the foregoing provision with respect to

the Rouge Area will be negotiated between Labor Affairs and the Local Union.

Section 5. Local Agreements on Deviations

Deviations from Sections 3 and 4 of this Article may be negotiated by the local Unit and local Management to meet local conditions, subject to the approval by Labor Affairs of the Company and the National Ford Department of the Union.

In a Unit where a substantial number of employees working on production on necessary continuous seven-day operations creates a demonstrable need, the local Unit (or in the case of the Rouge Area, the Local Union), and local Management will work out by local agreement arrangements for an additional part-time Committeeperson.

Section 6. Rouge, Highland Park and Wayne

Notwithstanding Sections 3 and 4 of this Article, the Union will be accorded representatives in the Rouge Area and in the Highland Park and Wayne Plants on a full-time basis, as follows:

(a) **Size of Unit Committee; Handling of First Stage Grievances**

Each Unit shall have a Unit Committee of three or four persons, including the Chairperson, plus District Committeepersons to handle grievances in the First Stage. A Unit Committeeperson may be designated to handle First Stage Grievances within a specified district where necessary to provide adequate representation.

(b) **Number of Representatives**

The Union shall have one representative for every 200 employees and major fraction thereof working in the Rouge Area, Highland Park Plant and Wayne Plant, respectively. The apportionment of such representatives among the various Units comprising the Rouge Area shall be in the discretion of the Local Union, subject only to Subsection (a) of this Section.

Section 7. Adjustments for Population Changes

Where, in any Unit, a change in the number of representatives, or from a full-time to a part-time basis of representation or vice versa is required because of deviations in the number of employees working above or below the number on which its representation structure is based, the requisite changes shall be accomplished within two weeks of the notice to the Local Union of the occurrence of the deviation in employment requiring it; provided, however, that changes in the Rouge Area shall be based upon the employment level in the Area rather than individual Units. Employees on layoff in accordance with Article VIII, Section 21 of this Agreement shall be included in the number working for purposes of this Section.

Section 8. Unit Health and Safety Representative**(a) Number; Appointment**

Each Unit of 600 or more employees may have one full-time Health and Safety Representative who shall be appointed by the National Ford Department Director.

(b) Notice to Company

The National Ford Department Director shall advise Labor Affairs in writing of the names of the appointed Health and Safety Representatives and the Unit to which each is assigned. No representative shall function as such until the Company has been so advised.

(c) Functions

The primary function of the Unit Health and Safety Representative is to handle health and safety complaints in accordance with the procedure set out in Article VII, Section 23 (b)(1). In addition, the Unit Health and Safety Representative will:

- (i) accompany International Union Representatives on plant inspection tours; also accompany representatives of the Company's Industrial Hygiene and Safety Sections on regular plant surveys and upon request receive results of such surveys -- advance arrange-

ments should be made to permit participation in such surveys;

- (ii) receive advance notice of health and safety inspections by private agency officials, licensed inspectors required by statute, or consultants retained by the Company, and whenever possible, by government officials, including state, city, and county code enforcement officials, and be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them. Upon request, copies of reports of such parties, including those of insurance inspectors, will be provided regarding violations of applicable local, state, or federal code or violation(s). The parties recognize that such reports may not accurately or properly characterize issues that relate to employee health and safety matters;
- (iii) receive from the appropriate Management representative a copy of the Unit's OSHA Form 300A (Summary, Occupational Illnesses and Injuries) as it is now constituted and the facility's total man-hours worked for the comparable period;
- (iv) accompany a local Company safety representative to measure noise, air contaminants or air flow when and where conditions in the Unit indicate such measurement is necessary; upon request be provided with copies of photographs taken by Company personnel which relate to health and safety matters in the plant—such photographs shall be for the confidential use of the Unit Health and Safety Representative only and shall not be reproduced, published or distributed in any way; once each week make inspections with the local Company safety representative and make necessary and desirable recommendations regarding the plant working environment; prior to such inspections, be advised by the local Company safety representative of possible problem areas based on an analysis of current OSHA Form 300 accident experience;
- (v) be informed of work-related lost-time accidents as defined by the OSHA Recordkeeping Guidelines for

Occupational Injuries and Illnesses and other major accidents which occur in the workplace; review the results of plant safety investigations (Form 1268 or its equivalent) of such accidents and make necessary and desirable recommendations; periodically review deletions from the OSHA 300 log and the rationale for such deletions, periodically review the listing of workers compensation cases to reconcile with the OSHA 300 log;

- (vi) receive prompt notification of any serious work-related employee injury or fatality as well as significant chemical spills in the workplace;
- (vii) participate in formal employee job-related safety training or instruction programs, and review and make recommendations to Company representative concerning appropriate content of such programs;
- (viii) be advised in writing of breathing zone air sample results and known harmful physical agents or chemicals to which employees in the Unit are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29 CFR-1910.1000, Air Contaminants or other applicable standards adopted by the Company, the Unit Health and Safety Representative shall be informed in writing of such exposure and the corrective action to be taken;
- (ix) receive, upon request to the Company notice of significant environmental remediation projects, spills, or releases that are subject to government reporting requirements. The Unit Health and Safety Representative(s) will forward such information to the NJCHS;
- (x) conduct focused departmental health and safety audits on a weekly basis with area Company leadership. The results of these audits will be reported out at the plant Safety Process Review Board.**

(d) **Representative Training**

The Company will provide annually the training or instruction it deems necessary to qualify the Unit Health and Safety Representatives to perform their functions satisfactorily. In addition to initial instruction, Unit Health and Safety Representatives will receive specialized training appropriate to the operations in their respective Units. The National Ford Department will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.

(e) **Duty to Remain in Unit; Reporting to Supervisor**

A Health and Safety Representative shall remain in his/her respective Unit while on Company time.

A Health and Safety Representative shall report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(f) **Hours on Company Time**

It is understood that a Unit Health and Safety Representative shall be entitled to be on Company time only for the same number of hours as the employees on the shift to which he/she is assigned are normally scheduled to work.

During periods of temporary layoff as defined by Article VIII, Section 21, a Unit Health and Safety Representative will be considered as a Unit Committeeperson, and his/her entitlement to be on Company time will be determined in accordance with the provisions of Section 13 (d).

Section 9. Unit Benefit Plans Representative

(a) **Number; Appointment**

Each Unit of 600 or more employees may have one full-time Benefit Plans Representative who shall be appointed by the National Ford Department Director.

(b) **Notice to Company**

The National Ford Department Director shall advise Labor Affairs in writing of the names of the appointed

Benefit Plans Representatives and the Unit to which each is assigned. No representative shall function as such until the Company has been so advised.

(c) **Functions**

The functions of the Unit Benefit Plans Representative are limited to matters pertaining to the Retirement Plan, Insurance Program, and the Supplemental Unemployment Benefit Plan. The Unit Benefit Plans Representative will:

Retirement Plan

- (i) Discuss and assist in the resolution of employee, retiree and surviving spouse problems relating to creditable service, benefit eligibility, benefit amount, determination delays and payment delays.
- (ii) Meet with local Company Personnel Benefits Representative or other designated local Management representative as required.

Insurance Program

- (i) Confer with employees, spouses, retirees, beneficiaries or insurance carriers regarding coverage eligibility, a denied claim, benefit amounts, and benefit payment delays.
- (ii) Meet with local Company Personnel Benefits Representative or other designated local Management representative as required.

Supplemental Unemployment Benefit Plan

- (i) Confer with employees regarding eligibility for benefits under the SUB Plan, a denied or suspended benefit or questions concerning appeal procedures under the SUB Plan.
- (ii) Meet with designated local Management representative as required.
- (iii) Discuss with Company designated representative those instances in which the Company determines benefit payments are not payable.
- (iv) Participate in Local Supplemental Unemployment Benefit Plan Committee hearings as required.

(d) Duty to Remain in Unit; Reporting to Supervisor

A Benefit Plans Representative shall remain in his/her respective Unit while on Company time.

A Benefit Plans Representative shall report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(e) Hours on Company Time

It is understood that a Unit Benefit Plans Representative shall be entitled to be on Company time only for the same number of hours as the employees on the shift to which he/she is assigned are normally scheduled to work.

During periods of temporary layoff as defined by Article VIII, Section 21, a Unit Benefit Plans Representative will be considered as a Unit Committeeperson, and his/her entitlement to be on Company time will be determined in accordance with the provisions of Section 13 (d).

Section 10. Employee Support Services Program Representative

(a) Number; Appointment

Each Unit of 600 or more employees may have one full-time Employee Support Services Program Representative who shall be appointed by the National Ford Department Director.

(b) Notice to Company

The National Ford Department Director shall advise Labor Affairs in writing of the names of the appointed Employee Support Services Program Representatives and the Unit to which each is assigned. No representative shall function as such until the Company has been so advised.

(c) Functions

The functions of the Employee Support Services Program Representative are limited to matters pertaining to the Employee Support Services Program. The Employee Support Services Program Representative will:

- (i) assist in the identification, education, referral and follow-up of employees with problems which impair

job performance relating to alcohol and drug dependency or emotional disorders while assuring requisite confidentiality standards are observed;

- (ii) act as liaison with appropriate members of line supervision, human resources, plant medical, other Union representatives, diagnosis and referral agencies, and with providers of treatment and medical care;
- (iii) assist in evaluating the effectiveness of various programs, plans and services;
- (iv) participate in formal employee assistance training or instruction programs, and review and make recommendations to Company representatives concerning program content;
- (v) assist in coordinating and implementing various local program applications and related services available under the Employee Support Services Program, including development of local proposals and requests for funding to the national Employee Support Services Program Committee;
- (vi) acquire appropriate certification and satisfy related conditions where required by laws or regulations.

(d) Representative Training

The Education, Development and Training Program will provide training or instruction deemed necessary to qualify the Unit Employee Support Services Program Representatives to satisfactorily perform their functions relating to the Employee Support Services Program.

(e) Duty to Remain in Unit; Reporting to Supervisor

Unit Employee Support Services Program Representatives shall remain in their respective Unit while on Company time.

Unit Employee Support Services Program Representatives shall report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of their duties.

(f) Hours on Company Time

It is understood that Unit Employee Support Services Program Representatives shall be entitled to be on

Company time only for the same number of hours as the employees on the shift to which the Representatives assigned are normally scheduled to work.

During periods of temporary layoff as defined by Article VIII, Section 21, Unit Employee Support Services Program Representatives will be considered as Unit Committeepersons, and will be entitled to be on Company time in accordance with the provisions of Section 13 (d).

Section 11. Provisions Applicable to Both Full and Part-time Representatives

(a) Functions of District Committeepersons

The function of a District Committeeperson is to handle grievances in the First Stage, to represent employees at hearings in disciplinary cases when called upon to do so, and to pass necessary information on with respect to grievances appealed. A District Committeeperson also may perform certain other representation functions, including participation in joint programs and related functions, as may be provided for under the Agreement.

(b) Functions of Unit Committee

The function of the Unit Committee is to review and negotiate grievances in the Second Stage, to prepare grievances not settled at this point for further review in the Grievance Procedure, and to negotiate with local Management on negotiable local problems. A Unit Committeeperson may also handle First Stage Grievances in the cases provided for in Sections 3 and 4 of this Article, and represent employees at hearings in disciplinary cases when called upon to do so. A Unit Committeeperson also may perform certain other representation functions, including participation in joint programs and related functions, as may be provided for under the Agreement.

(c) Assignment to Defined Districts

Except where otherwise agreed locally to meet exceptional conditions, each Committeeperson handling First Stage Grievances shall be assigned a definite district.

(d) Notice to Company

The Chairperson of each Unit Committee shall promptly advise the Company in writing of the names, positions

and assignments of the representatives in his/her plant, and of any changes therein, except that in the Rouge Area it shall be the duty of the President of the Local Union to furnish this information. No representative shall function as such until the Company has been so advised.

(e) **Duty to Remain in Plant and Area; Reporting to Supervisors**

All Committeepersons except the Chairperson of the Unit Committee shall remain in the plant, and, except when their duty requires them elsewhere, in their respective areas, while on Company time.

A Committeeperson shall report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(f) **Chairperson's Privilege to Leave Plant**

The Company recognizes the privilege of the Chairperson of the Unit Committee to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated Company representative, if he/she is available, when leaving and returning to the plant during working hours.

(g) **Eligibility to Serve as Representative**

Any representative provided for in the foregoing Sections shall be an employee of the Company selected from among the employees he/she represents, and to be eligible to hold such position, shall have been in the regular employ of the Company, or on approved leave of absence, for at least one year immediately preceding his designation to such position unless an employee of at least one year's service is not available; provided, however, that in each Unit, excluding those in the Rouge Area, having 100 or more skilled trades (Appendix F) employees and two or more full-time representatives, including the Chairperson, pursuant to Sections 3, 4 or 6, whichever is applicable, of this Article, one of these full-time representatives shall be elected from among those skilled trades (Appendix F) employees working in the Unit.

Section 12. Provisions Applicable to Part-time Representatives

The following provisions are applicable to representatives who are on a part-time basis:

(a) Privilege of Leaving Work

Company accords to representatives the privilege of leaving their work for the time necessary to promptly perform their duties as outlined in this Agreement without loss of time, on the understanding that this privilege will not be abused and representatives will continue to work at assigned jobs at all times not required for the performance of such duties.

A representative shall report to his/her Supervisor when it becomes necessary to leave his/her job, and will report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(b) Retention During Layoffs

A representative shall be permitted to work during layoffs so long as one of his/her constituents is at work and there is work available which he/she can perform, and so long as he/she does not lose his status as a representative through readjustment of the representation structure as provided in Section 7 of this Article, without regard to seniority provisions of this Agreement.

(c) Overtime Work

A representative shall be entitled to work overtime, if he/she so requests, whenever one or more of his constituents is called upon for overtime work, and there is work available which he/she can perform.

His/Her privilege to leave his/her job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, on behalf of constituents working during such hours.

The representative shall be notified, if he/she is in the Unit, of the overtime work at the same time as are his/her constituents who are to work.

Section 13. Provisions Applicable to Full-time Representatives

The following provisions are applicable to representatives who are on a full-time basis:

(a) Assignment of Sufficient Areas

Where shifts in employment not affecting the overall employment level of the Unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the Chairperson of the Unit Committee to see that representatives are assigned areas in such manner as to justify their devoting full time to their functions, except that in the Rouge Area this principle shall be applied on an area-wide basis and the responsibility shall be upon the President of the Local Union.

(b) Hours on Company Time

It is understood that all representatives shall be entitled to be on Company time only for the same number of hours as the employees in such Unit are normally scheduled to work.

On continuous seven-day operations, the representatives shall be scheduled to cover the operations on rotating schedules in the same manner as other employees on such operations.

When all of the employees in a Unit work overtime, all of the representatives in that Unit may come in overtime to represent them. When part of the employees in a Unit work overtime, the number of representatives in that Unit who may come in overtime to represent them shall be proportionate to the number of employees in that Unit who are called in to work such overtime, subject to the following provisions:

- (1) The Chairperson shall be entitled to function as such on Company time for up to twelve hours daily, Monday through Friday, excluding holidays, and for eight hours on a Saturday, Sunday, or a holiday, so long as employees in the Unit are scheduled to work on the Chairperson's shift for such hours on such days.

- (2) Monday through Friday, excluding holidays, all other elected representatives shall be scheduled to represent employees on the basis of their representation functions and a proportionate amount of the overtime worked by the employees in the Unit on such days when less than all are scheduled to work. Such overtime shall be determined and authorized weekly by totaling the Monday through Friday overtime worked in the Unit during the preceding week, excluding holidays and periods when all employees were scheduled to work, and multiplying that total by .01. Appointed representatives will receive overtime hours equivalent to the average hours authorized for elected representatives. The Chairperson will be notified of the Unit's Monday through Friday overtime allocation and will establish the daily work schedule for all representatives and provide it to a designated Company representative. In addition the following provisions will apply to this overtime allocation:
- (i) Since the weekday allocation converts weekday Unit overtime to an equivalent full-time representation basis, full-time representatives, excluding the Chairperson, will not be scheduled to work overtime as part-time representatives.
 - (ii) Unused hours from the weekday allocation for the Unit may be carried over for use the following week; however, such hours may not be used during holiday weeks (e.g., Christmas holiday period) and the carryover shall not exceed 200 hours for the Unit.
- (3) Elected representatives, other than the Chairperson, will be entitled to come in to represent employees on overtime by shift on Saturdays, Sundays and holidays based on one full-time representative at the level of 50 employees scheduled, the second full-time representative at the level of 250 employees scheduled, and thereafter based on a 1 to 150 ratio. Such representatives will be scheduled to work the same number of hours as the employees normally scheduled on that shift. When less than 50 employ-

ees are scheduled for overtime on a shift on Saturday, Sunday or holidays, one full-time representative may function part-time. At such times, the provisions applicable to part-time representatives as set forth in Section 12 of this Article shall apply.

Appointed representatives will be allocated the average amount of overtime as that to which elected representatives, excluding the Chairperson, are entitled for Saturdays, Sundays and holidays.

The hours generated by the overtime formula in this Section for elected and appointed representatives may not be increased to provide overtime as a representative for any reason without prior approval of Labor Affairs.

The Unit Chairperson will be notified of and will establish the Unit's Saturday, Sunday or holiday work schedule for representatives and provide it to a designated Company representative.

Time verification procedures will be continued to document entitlement to payments, including any premiums, for hours worked by Union representatives.

For Units where representatives cover wide geographic areas and represent employees in a number of different locations or there are other unusual considerations, special arrangements may be established by written agreement between Labor Affairs of the Company and the National Ford Department of the Union to facilitate the determination of the weekday Unit overtime allocation or address other unique problems.

(c) Temporary Layoffs — District Committeeperson

A District Committeeperson will be entitled to devote his/her full time to his/her duties as such during layoffs as defined in Article VIII, Section 21 of this Agreement, when the number of employees in his District is sixty-five (65) percent or more of the number of employees in his/her District at the time the layoff commenced.

When the number of employees in his District remaining at work during such layoff is less than sixty-five (65)

percent, the District Committeeperson shall be permitted to come in so long as one of his constituents is at work and there is work available which he/she can perform; but at such times he/she shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in Section 12 of this Article.

(d) **Temporary Layoffs — Unit Committeeperson**

During layoffs as defined in Article VIII, Section 21 of this Agreement, the number of Unit Committeepersons entitled to be on Company time as such, in any Unit, will be proportionate to the number of employees working in that Unit during such layoff, subject to the provisions of Subsection (f) this Section. The proportion shall be based on the ratio of employees working in the Unit during the layoff to the total number working in the Unit at the time the layoff commenced.

A Unit Committeeperson not designated to come in as a full-time representative under the terms of this Subsection shall be permitted to come in to work during such layoff if there is a job available which he can perform; but shall have no right to leave his work during such time except for the purpose of attending the regularly scheduled Unit Grievance Meetings provided for in Article VII, Section 3(c) of this Agreement.

(e) **Overtime and Temporary Layoffs — Chairperson Who Is Sole Full-time Representatives**

In a Unit where the Chairperson of the Unit Committee is on a full-time basis, but the remaining Committeepersons are on a part-time basis, the Chairperson shall be entitled to come in during overtime hours or during layoffs as defined in Article VIII, Section 21 of this Agreement, subject to the provisions of Subsections (b) and (f), respectively.

(f) **Temporary Layoffs — Less Than 150 Constituents at Work**

Whenever, under Subsection (d) or (e) of this Section, one representative only is entitled to come in as such, such representative shall be entitled to devote his/her full time to his/her duties as such if more than 150 of his/her constituents are at work. When 150 or less of

his/her constituents are at work, he/she shall be permitted to come in so long as one of his constituents is at work and there is work available which he/she can perform, but at such times he/she shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in Section 12 of this Article.

Section 14. Compensation of Full-time Representatives

(a) General

A full-time representative shall continue to be paid at the rate he was receiving at the time of assuming his duties except that his rate shall be adjusted in accordance with any adjustments made in the rate for the classification he/she then held. He/She shall be deemed to be an active employee of the Company for the purpose of applying the vacation plan.

(b) Promotion/Nonpromotional Opportunities

Notwithstanding the above, full-time elected or appointed representatives shall be entitled to receive consideration for promotional or nonpromotional opportunities under the provisions of Article IV, Section 2(a) or (b) of this Agreement, except promotional opportunities to apprenticeable Appendix F classifications. Local arrangements permitting promotions within apprenticeable Appendix F classifications are permitted.

(c) Incentive Plans

Notwithstanding Subsection (a) of this Section, it is agreed by the parties that if a full-time representative is elected to that position from a job coming under a production bonus plan, he/she shall continue to receive a bonus equal to that he/she would have earned had he/she continued on his/her old job, except as such representative may be promoted or nonpromotionally transferred in accordance with Subsection (b) of this Section, in which case the representative shall receive a bonus based on the job to which he/she is promoted or nonpromotionally transferred.

Section 15. Alternate Committeeperson

When a regular Committeeperson is absent from the plant on his/her own time during periods when he/she is entitled to act as such, the Company will recognize an alternate Committeeperson designated by the Chairperson of the Unit Committee.

ARTICLE VII**GRIEVANCE PROCEDURE****Section 1. Introduction**

When an employee, or the Union collectively, has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided.

The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the Grievance Procedure and to keep the procedure free of unmeritorious grievances.

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section 2 of this Article, the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of the interests of each employee or group of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company any claim, proceeding or action asserting a violation of this Agreement.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecu-

tion or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 2. First Stage Grievances

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(a) Initial Oral Discussion

An employee believing he/she has cause for grievance may, at his option, discuss the matter directly with his/her Supervisor or he may take it up with his District Committeeperson and Supervisor.

It shall be the obligation of the Supervisor and the District Committeeperson to make their best efforts to assure that timely and thoughtful consideration is given to every grievance that is discussed within the scope of their ability and authority.

Initial oral discussion with the Supervisor shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for taking the grievance to a second oral discussion step.

In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the grievance, the District Committeeperson shall complete a "Record of Oral Discussion" form which must include the time, date and nature of the complaint, and must be signed by the employee(s) having the complaint. The Supervisor will verify thereon that oral discussion has been held.

(b) Second Oral Discussion

In the event the grievance has not been satisfactorily resolved in the initial oral discussion and the District Committeeperson wishes to appeal the grievance further, the District Committeeperson shall meet with the Superintendent and another representative designated by the local plant Management to discuss the grievance

within two working days after the initial oral discussion. Such Company representative shall verify on the "Record of Oral Discussion" form that the second oral discussion has been held.

It is understood that if a Human Resources Representative is designated as the other Company representative and both Company representatives attend the meeting, then a Unit Committeeperson may also attend.

Local arrangements for weekly meetings in the second oral discussion step may be established where deemed desirable for improving the effectiveness of oral discussion of grievances.

(c) Disposition of Grievances

A settlement in either of the oral discussion steps shall be informal and limited to the particular grievance adjusted. Written dispositions may be requested by either party. The District Committeeperson will be provided a record of a back pay award when such has been granted to settle the employee's grievance.

(d) Referral to Unit Committee

If the grievance is not satisfactorily resolved in the second oral discussion step and the District Committeeperson wishes to appeal the grievance to the Second Stage, he shall so specify on the "Record of Oral Discussion" form and submit three copies of said form to the Company representative who conducted the second oral discussion within two working days following such discussion. The Company representative will enter thereon his report of the second oral discussion and return two copies to the District Committeeperson within two working days following receipt. The District Committeeperson shall enter thereon his complete investigation of the facts and the results of the oral discussions. The District Committeeperson shall submit one copy of the completed form to the Unit Committee and one copy to the designated Company representative within two working days. If the Unit Committee believes the grievance to be well founded, and is satisfied that the obligation for oral discussion has been met, it may carry it to the Second Stage.

Section 3. Second Stage Grievances

Second Stage Grievances shall be processed in accordance with the following provisions:

(a) Written Grievance

If the matter is not disposed of in the oral discussion steps, and it has been appealed to the Second Stage by the Unit Committee, it shall be reduced to writing on the form known as Employee Grievance, Second Stage; incorporated in this form shall be a "statement" setting forth all the facts relied on and specifying, when possible, the Section or Sections of the Agreement claimed to have been violated.

(b) Presentation to Company

The Unit Committee shall within one week following receipt of the "Record of Oral Discussion" form present the grievance in writing to the designated Company representative for consideration at the Unit Grievance Meeting. The grievance will be presented in triplicate.

(c) Unit Grievance Meetings

A Unit Grievance Meeting shall be held in each Unit at a regularly scheduled time each week (unless a longer interval is agreed upon locally) if there is business to be transacted, and shall continue on consecutive working days, until all business before it has been completed. It shall be attended by not more than four members of the Unit Committee representing the Union and by not more than four Company representatives. If either party wishes to do so, it may record the Unit grievance proceedings at its own expense in such manner as it desires.

(d) Unit Grievance Meeting — Agenda

Unless it has previously been withdrawn or satisfactorily adjusted, the grievance shall be considered at the next Unit Grievance Meeting which starts at least one week after the timely written presentation of the grievance for consideration.

(e) **Withdrawal or Adjustment of Grievance**

The Unit Committee shall have power to withdraw a Second Stage Grievance, and the designated Company representative shall have the power to adjust a Second Stage Grievance.

(f) **Time Limit on Disposition**

The Company shall give its decision in writing to the Unit Chairperson on all grievances considered at the Unit Grievance Meeting not later than one week after the last session of the meeting.

Section 4. Third Stage Grievances

If a satisfactory disposition of the grievance is not made in the Second Stage, the Chairperson of the Unit Committee may, if he/she considers the grievance to be well founded, carry it to the Third Stage. Third Stage Grievances shall be processed in accordance with the following provisions:

(a) **Appeal Procedure**

The Chairperson shall within one week of the written disposition in the Second Stage give written notice to the designated Company representative on triplicate copies of the Third Stage Grievance form that the grievance is appealed to the Plant Review Board. The grievance must specify as provided in Article X, Section 9, whether a claim of discrimination is included in the grievance.

Within one week after notice of appeal has been given by the Chairperson the parties will prepare and exchange a complete and detailed statement of all the facts and circumstances surrounding the grievance.

No grievance shall be considered by the Plant Review Board in the Third Stage until the next meeting after the prescribed statement of facts has been presented on behalf of the Union.

(b) **Statement of Fact and Position**

Each party's statement shall be in detail sufficient to reasonably apprise the other party of the nature of (i) the grievance and the issues involved, (ii) the contentions made in support of the party's position on the issues, (iii) the basic facts relied upon in support of such

position, and (iv) where a claim of discrimination is included in the grievance, a statement of the facts and circumstances supporting such claim.

Such statements shall fix the nature of the grievance and of the issues for all subsequent consideration of the case in the Grievance Procedure (including the Fourth Stage), and if either party shall attempt to deviate materially from the contents of such statement after furnishing it to the other party, the grievance shall be remanded to the Second Stage for reconsideration unless the other party agrees otherwise.

It is the purpose and intent of this Subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts, in the voluntary stages of the Grievance Procedure.

(c) Referral to Local Civil Rights Committee

The Bargaining Chairperson or the Chairperson's designated representative, before deciding whether to take a grievance which includes a claim of discrimination under Article X, Section 9 to the Plant Review Board, may refer the grievance to the Chairperson of the Civil Rights Committee of the Local Union for a factual investigation and report. Such report must be completed and the grievance returned not later than one week following referral, provided that such period may be extended by mutual agreement. Upon return, the grievance will be taken up at the next scheduled meeting of the Review Board.

(d) Review Boards

A Review Board shall be established for each Unit provided for in Article VI, Section 1 of this Agreement.

The Review Board for each Unit in a multi-plant area shall be composed of three persons representing the Union and three persons representing the Company. The Union representatives shall be an International Representative designated by the Regional Director of the area, who will be the ranking Union representative on the Review Board, a representative of the Local Union concerned, and the Chairperson of the Unit. The Com-

pany representatives shall include at least one member of line Management.

The Review Boards for all other plants shall be composed of two persons representing the Union and two persons representing the Company. The Union representatives shall be an International Representative designated by the Regional Director of the area, who shall be the ranking Union representative, and the Chairperson of the Unit. The Company representatives shall include one member of line Management.

(e) **Review Boards — Schedule of Meetings**

The Plant Review Board shall meet at a regularly scheduled time every other week if there is business to be transacted, and shall continue on consecutive working days until all business before it has been completed, unless a different schedule is agreed upon locally.

(f) **Review Boards — Agenda**

Grievances shall be heard, unless previously withdrawn or satisfactorily adjusted, at the first regular session of the Review Board scheduled not less than 15 calendar days after timely written appeal thereof to the Board, unless a shorter period is agreed upon locally.

(g) **Review Boards — Record of Proceedings; Dispositions**

If either party wishes to do so, it may record the Plant Review Board proceedings at its own expense in such manner as it desires.

After the grievance has been discussed at the Plant Review Board session the Company shall furnish a copy of its decision in writing and a copy of a summary of the minutes of the meeting to the Union representatives on the Review Board within one week after the close of the session.

(h) **Power to Withdraw or Adjust Grievances**

The Union Review Board Committee shall have power to withdraw a Third Stage Grievance, and the designated Company representatives shall have the power to adjust a Third Stage Grievance.

(i) **Authority of Regional Director**

The Regional Director or his/her designated representative shall have the power to settle or withdraw on behalf of the Union any case or cases appealed to his level of the procedure, either before or after the Third Stage disposition by the Company is received, that in his judgment does not merit appeal to the next step.

Section 5. Disciplinary Cases

(a) **Notice of Action Taken**

When an employee is given a disciplinary discharge or layoff, or a reprimand and warning, which is affixed to the employee's personal record, the employee's District Committeeperson, if available, or if not, one of the employee's Unit Committeepersons, will be promptly notified in writing of the action taken. When disciplinary action is taken against an employee who is absent, the Unit Committee will be notified.

(b) **Waiver of Representation**

The Company will inform the employee of representation rights. When an employee signifies not wanting to have the employee's Committeeperson present at a disciplinary hearing or during an investigatory interview, the employee shall sign a waiver to that effect.

(c) **Time Limit on Grievances**

Such disciplinary action will be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of written notice provided for in Subsection (a) of this Section. For the purpose of this Section, the phrase "working days" shall not include regularly scheduled days of rest for employees on necessary continuous 7-day operations.

(d) **Stage at Which Grievance Initiated**

Where such disciplinary action is taken following a hearing at which the employee's Committeeperson has been present, or is taken by a Company representative other than the employee's Supervisor, any grievance protesting such action shall be initiated at the Second Stage of the Grievance Procedure, subject to the three-

day time limit and the requirement that the employee sign the grievance, except that this latter requirement shall not be applicable where disciplinary action is taken against an employee in absentia.

A grievance expressly subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan shall be initiated at the Second Stage.

Section 6. General Grievances

General grievances affecting the employees in a Unit as a whole may be initiated by the Unit Committee directly at the Second Stage.

Section 7. Postponement of Action on Grievances

At any Unit Grievance Meeting or meeting of a Review Board, a grievance may be reserved by mutual consent for further investigation and consideration at a subsequent meeting, in which event the applicable time limits shall be measured from the close of such subsequent meeting.

Section 8. Fourth Stage — Appeal to Umpire

If a satisfactory disposition is not made of a grievance by the Review Board and if the grievance is the type of case upon which the Umpire is empowered to rule, the case may be appealed by the National Ford Department of the International Union to the impartial Umpire hereinafter provided for, in accordance with the following provisions:

(a) **Time for Appeal**

Notice of appeal shall be given within four weeks from the date of the decision of the Review Board.

(b) **Notice of Appeal — To Whom Given**

Such notice shall be given by the National Ford Director to Labor Affairs at Dearborn, Michigan, and to the Umpire, with a copy to the designated Company representative in the plant where the grievance arose.

(c) **Notice of Appeal — Content**

The notice of appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance, together with the award requested.

Section 9. Special Submissions to Umpire

(a) **Initiation of Issues; Right to Appeal to Umpire**

Any issue involving the interpretation and/or the application of any term of this Agreement or supplement thereto may be initiated by either party directly with the other party.

Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may be appealed directly to the Umpire if it is an issue upon which he/she is empowered to rule.

(b) **Appeal Procedure**

In cases appealed under Subsection (a) of this Section, a written notice setting forth the specific issue shall be filed with the Umpire by the appealing party, and copy shall be simultaneously given to the other party.

When the Union is the appealing party, the National Ford Department shall file such notice, and the copy will be given to Labor Affairs of the Company in Dearborn. When the Company is the appealing party, Labor Affairs of the Company will file such notice, and the copy shall be given to the National Ford Department.

Thereafter, the procedure set forth in Section 11 and following of this Article shall be followed.

Section 10. Withdrawal or Settlement after Appeal

The National Ford Department is authorized to withdraw or settle with the Company any grievance appealed by the Union to the Umpire at any time before it is heard by the Umpire.

After a case upon which the Umpire is empowered to rule has been heard by him/her, it may not be withdrawn by either party without the consent of the other.

Section 11. Briefs and Stipulations**(a) Briefs in Umpire Cases**

In special submissions, either party may file a brief with the Umpire at the time of the hearing or at any time prior thereto. Either party may file a reply brief not later than five days after the hearing.

In all other cases, either party may file a brief with the Umpire ten days prior to the time of the hearing, and may also file a reply brief not later than five days after the hearing, provided that notice of intent to file a reply brief has been given at least ten days prior to the time of hearing.

A copy of any brief filed with the Umpire shall be filed concurrently with the opposing party.

The Umpire, for good cause shown, shall have the power to extend the time for filing of briefs.

(b) Stipulations of Facts and Issues

Upon issuance of the agenda by the Office of the Umpire, the parties may agree upon written stipulations concerning the facts and issues in the cases scheduled for hearing. Agreed-upon stipulations shall be submitted to the Umpire and shall be final and binding upon the parties and the Umpire in the proceedings in the instant case. The Umpire will not permit the introduction of testimony or evidence on matters which have been stipulated.

Section 12. Umpire Office — Filing of Notices and Briefs

The Umpire shall maintain an office where all notices and briefs required to be filed with him may be delivered.

Section 13. Umpire Proceedings**(a) Hearing Schedules; List of Pending Fourth Stage Appeals; Agenda**

The parties shall establish a schedule of Umpire hearings which assures that all Units with pending cases are accorded equality of opportunity in having cases heard by the Umpire. A list of pending Umpire cases will be published for each Unit four months in advance of the

scheduled Umpire hearing to facilitate review of the pending cases by Company and local and regional Union representatives. Thirty days prior to the date of the hearing the Office of the Umpire shall issue the agenda for the hearing. It will list unresolved Fourth Stage appeals in chronological order by date of appeal. Cases will be heard by the Umpire at the hearing in the same order. Notwithstanding the foregoing, procedures governing special submissions, discharge and similar cases, and further procedures governing hearing schedules, agendas and related matters shall be determined by the designated representatives of the National Ford Department and Labor Affairs of the Company.

(b) Investigations and Hearings by Umpire

The Umpire may make such investigation as he/she may deem proper. The Umpire will hold hearings open to the parties and may examine the witnesses of each party and each party shall have the right to cross-examine all witnesses produced and to make a record of all such proceedings.

Section 14. Time Limits for Umpire Decisions

It shall be the obligation of the Umpire to the Company and the Union to rule on cases heard by him/her within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases. If, for good and proper reasons additional time is required, the Umpire may request an extension of the time limits set forth above by the parties and a reasonable extension thereof shall be granted.

Section 15. Umpire's Inability to Meet Time Limits; Temporary Umpires

Should the grievance case load become so great that the Umpire is unable to comply with the time limit specified in Section 14 of this Article, representatives of the National Ford Department of the Union and Labor Affairs of the Company shall analyze the situation and may select one or more persons to serve as a temporary Umpire. The parties also shall determine, by mutual agreement, what cases are to be submitted to the temporary Umpire.

The temporary Umpire shall follow the same procedure and shall be bound by the same provisions of this Agreement as the regular Umpire, and all provisions of this Agreement applicable to decisions of the regular Umpire shall apply to decisions by a temporary Umpire.

Section 16. Powers of Umpire

(a) Scope of Powers

It shall be the function of the Umpire, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the terms of this Agreement or written local or regional agreements supplementary thereto, of grievances expressly subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan, of alleged improper classification of employees, of alleged violations of negotiated rates, whether or not the Company has violated its express commitments set forth in Article IV, Section 8, and upon the scope of his powers.

(b) Limitations on Powers

The powers of the Umpire are limited as follows:

(1) Changes in Agreements

He/She shall have no power to add to, or subtract from, or modify any of the terms of any agreement.

(2) Wage Rates

He/She shall have no power to establish wage scales, rates on new jobs or, except as he/she is herein specifically empowered, to change any wage.

(3) Matters within Company Discretion

He/She shall have no power to substitute his/her discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary agreement, except that where he/she finds a disciplinary layoff or discharge is in violation of the standards set up in this Agreement, he/she may make appropriate modifications of the penalty.

(4) **Negotiable Matters**

He/She shall not have the power to provide agreement for the parties in those cases where they have in their contract agreed that further negotiations shall or may provide for certain contingencies to cover certain subjects.

(5) **Health and Safety**

He/She shall have no power to rule on cases arising under Article X, Section 4 of this Agreement.

(6) **Production Standards; Management Responsibility**

He/She shall have no power to rule on any dispute arising under Article IV, Section 4(a) of this Agreement, or to decide any question which, under this Agreement, it is within the responsibility of Management to decide.

In rendering decisions, the Umpire shall have due regard to the responsibilities of Management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement.

(7) **Job Security and Outside Contracting**

He/She shall have no authority in cases of violations of the Company's express commitments set forth in Article IV, Section 8, except as he/she is herein specifically empowered.

Section 17. Disposition of Cases Beyond Powers of Umpire

In the event that a case is appealed to the Umpire on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Section 18. Government Approval of Awards Where Required

If any award of the Umpire requires the approval of any governmental agency, the said award will be subject to such approval.

**Section 19. Finality of Umpire Awards;
Exclusiveness of Remedy**

There shall be no appeal from an Umpire's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the Company. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Umpire.

Neither the Union nor its members will attempt to bring about the settlement of any claim or issue on which the Umpire is empowered to rule by any other means.

Section 20. Umpire Fees and Expenses

The fees and expenses of the Umpire will be shared equally by the Company and the Union.

The expenses of any witness called by the Umpire shall be allocated to the parties by the Umpire, in his/her discretion. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 21. Selection and Tenure of Umpire

The impartial Umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he/she continues to be acceptable to both parties.

Section 22. Termination of Umpire**(a) Notice**

If at any time either party desires to terminate the service of the Umpire, it shall give notice in writing to that effect, specifying the date of termination, and sending one copy to the Umpire and one copy to the other party.

(b) Disposition of Pending Cases

The party terminating the Umpire's services shall specify in its notice whether or not it is agreeable to have said Umpire render decisions in all cases pending before him/her up to the date of said termination, and if it determines that the Umpire may decide such pending

cases, the Umpire shall render decisions thereon not later than thirty (30) days from the date of said notice. If the party terminating the services of the Umpire elects not to have the cases pending before him/her decided by that Umpire, he/she shall render no further decisions subsequent to the time fixed in the notice, and all cases then pending before him/her shall be referred to his/her successor or to any other person the parties may agree upon.

Section 23. Special Procedures — Production Standard, Job Security and Outside Contracting, Health and Safety and New Job Rate Grievances

Disputes arising between the parties with respect to Article IV, Section 4 (a) (Production Standards) and Article X, Section 4 (Health and Safety) of this Agreement, and with respect to rates on new jobs and cases of violations of the Company's express commitments set forth in Article IV, Section 8 (Job Security and Outside Contracting), on which the Umpire is not empowered to rule, shall be handled in the following manner:

(a) **Production Standards; Job Security and Outside Contracting***

(1) **First Stage**

A dispute involving a production standard shall be handled in the first instance as provided in Section 2 of this Article. If the dispute is not settled satisfactorily, the grievance may be referred in writing to the Unit Committee.

In the event the Unit Committee is dissatisfied with the disposition of the Supervisor, the grievance may be appealed in writing to the Unit Human Resources Office.

Such appeal shall be made within three (3) working days of receipt of the Supervisor's disposition.

* Grievances protesting violations of Article IV, Section 8, may be filed directly in the Second Stage of this procedure.

(2) Second Stage

Within three (3) working days of receipt of the appeal, a meeting between the parties shall be held. Such meeting shall be attended by a committee of no more than five (5) representatives of the Union, which may include International Representatives, and by a committee of no more than five (5) representatives of the Company. This committee shall negotiate on the dispute. However, before a dispute is appealed beyond this stage to the National Ford Department, an International Representative will participate in the negotiations.

At this level of the procedure, and all subsequent levels of this procedure, with respect to a dispute involving a production standard, a representative designated as qualified by the Union shall have the right to examine all the data pertaining to the dispute, and to observe and study the job or jobs in question.

If the dispute is not settled within five (5) working days after the date of the first meeting, the grievance may be appealed by the Union to the National Ford Department as provided in Subsection (d) of this Section (except in cases in the Rouge Area).

(3) Third Stage (Rouge Area Only)

If the dispute is not settled at the Second Stage provided above, the Chairperson of the Unit may refer the grievance to the Third Stage. Such referral shall be made within three (3) working days from the expiration of the negotiation period provided in the Second Stage above.

The Third Stage committee for the Union shall consist of the Unit Chairperson, the local qualified representative, an officer of the Local Union, and a representative of the International Union. The Company shall be represented by four (4) members of Management, two of whom shall not have participated in the preceding stages.

The joint committee provided for in the Third Stage shall have five (5) working days from date of appeal

in which to attempt to settle the dispute. If the dispute is not settled during this period of negotiations, the grievance may be appealed by the Union to the National Ford Department, as provided in Subsection (d) of this Section.

(b) Health and Safety

(1) Local Complaint Procedure

In those Units where a Health and Safety Representative has been appointed in accordance with Article VI, Section 8, the following shall apply:

- (i) An employee believing there is cause for complaint that the Company has not made reasonable provision for the employee's health or safety may either discuss the matter directly with the employee's Supervisor or may take it up with the employee's District Committeeperson, who shall discuss the complaint with the employee's Supervisor. Every reasonable effort shall be made to settle complaints promptly at this point through discussion.

In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the complaint, the District Committeeperson will complete a "Health and Safety Complaint Form", which will include a statement of all the facts relied on. The District Committeeperson will submit the form in quadruplicate to the employee's Supervisor who will sign and date the form upon receipt and verify the oral discussion has been held. Within one (1) working day after receipt of the form (unless an extension is mutually agreed upon), the Supervisor will provide a disposition.

- (ii) In the event the complaint has not been satisfactorily resolved under (i) above, and the District Committeeperson wishes to pursue the complaint further, the District Committeeperson will meet with the Superintendent to discuss the complaint within a reasonable time after the initial oral discussion in (i) above. The Superin-

tendent will within one (1) working day after receipt of the form (unless an extension is mutually agreed upon) verify on the "Health and Safety Complaint Form" this second oral discussion has been held and provide a disposition.

- (iii) If the complaint continues to be unresolved, the District Committeeperson shall submit the form in triplicate to the Unit Health and Safety Representative who will investigate the complaint. If the complaint is deemed to be valid, the Unit Health and Safety Representative will meet with the designated Company safety representative to discuss the matter. The Unit Health and Safety Representative will present the "Health and Safety Complaint Form" in duplicate to the Company safety representative who will sign and date the form upon receipt.
- (iv) The Company safety representative shall within three working days after receipt of the form (unless an extension is mutually agreed upon) provide a written disposition setting forth all the facts relied upon, and return one copy to the Unit Health and Safety Representative.
- (v) If the written disposition is not satisfactory, the Unit Health and Safety Representative may, within three working days from the date of the written disposition, or the expiration of any stated time period required to make necessary adjustments to resolve the complaint, process a written grievance into the First Stage as provided in Subsection (b)(2) of this Section.
- (vi) General complaints affecting the employees in the Unit as a whole may be initiated by the Unit Health and Safety Representative directly with the Company safety representative by submitting a completed "Health and Safety Complaint Form."
- (vii) At any Company plant where the Local Union shall within 30 days from the date hereof so notify local Management in writing, this Subsection shall not be deemed to be in effect and the

contractual situation with respect to resolving health and safety complaints as it existed under the Agreement between the parties dated December 7, 1970, shall be deemed not to have been affected in any way by either the fact that this Subsection has been inserted in this Agreement or that such notice of non-effectiveness has been given.

(2) **First Stage**

When a grievance on health and safety occurs, the Committeeperson, or the Unit Health and Safety Representative in those Units where one is appointed, will take the matter up with the Supervisor. However, if oral discussion occurred in (b), (1) above, the Committeeperson/Health and Safety Representative will not be required to take the matter up with the Supervisor.

If not settled, the grievance may be referred in writing to the Unit Chairperson who shall notify the Unit Human Resources Office in writing of the existence of the dispute.

(3) **Second Stage**

The parties will review the matter and attempt to resolve the dispute on the plant level. The Regional Director or his designated representative may participate in such meetings.

If a satisfactory disposition of the grievance is not reached at the plant level, the dispute may be appealed by the National Ford Department under the provisions of Subsection (d) of this Section.

(4) **Rouge Area Procedure**

The local procedure now in effect for handling health and safety grievances on the local plant level in the Rouge Area shall be continued.

(c) **Rates on New Jobs**

(1) **Temporary Rate; Notice to Union**

When a new job has been placed in effect which cannot properly be placed in the existing classification and rate structure, the Company, within thirty

days, shall set up a temporary classification and rate covering the job, and notify the Union thereof in writing immediately.

(2) **Local Negotiations**

Negotiations on the rate for the new job shall begin at the local plant level. If a satisfactory settlement is not made at the plant level, the dispute may be appealed by the National Ford Department under the provisions of Subsection (d) of this Section.

(3) **Approval and Effective Date of Negotiated Rate**

All new rates and classifications must be approved by the Company's Labor Affairs and the Union's National Ford Department.

The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed.

(d) **Grievances Referred to National Ford Department**

(1) **Local Investigation and Meetings**

Upon receipt of appeal from a Local Union, the National Ford Director shall, in an effort to attempt to settle the dispute at the local plant level, send an International Representative to the plant to investigate the grievance.

If after completing his/her investigation the International Representative so requests, a meeting with representatives of the Company shall be held.

Prior to sending an International Representative to make such an investigation, the National Ford Department shall notify Labor Affairs.

(2) **Appeal to Labor Affairs**

If a satisfactory disposition of the dispute is not reached as provided above, it may be appealed by written notice from the National Ford Department to Labor Affairs.

A joint committee composed of three (3) representatives of the Union designated by the National Ford Director, and three (3) representatives of the Com-

pany designated by Labor Affairs, will attempt to settle the issue.

This committee shall have five (5) working days from the date of receipt of such written notice of appeal to Labor Affairs to attempt to settle the dispute by direct negotiations or by any other mutually satisfactory manner.

Any notice given under this Subsection shall be cancelled automatically sixty (60) working days from the date of such notice, unless this period is extended by mutual agreement or the notice is previously withdrawn by the Union.

(e) Right to Strike

Failing to reach agreement as herein provided, the Union shall have the right to strike over such dispute; provided such strike is properly authorized in accordance with the provisions of the International Union's Constitution and By-Laws.

No strike shall commence subsequent to sixty (60) working days from the date of notice given under Subsection (d) (2) of this Section, or any mutually agreed-to extension of such period.

(f) Confinement of Issues

It is expressly understood and agreed that no grievance, complaint, issue, or matter other than the strikeable issue involved will be discussed or negotiated in connection with disputes to which this Section is applicable, and the Union shall not request or insist upon the discussion or negotiation of any extraneous issues either before the authorization of a strike or after the occurrence of a strike.

Section 24. Back Pay

(a) Limitations on Retroactivity

The Company shall not be required to pay back wages more than two working days beyond the verified date of the initial request for oral discussion as shown on the form "Record of Oral Discussion;" , unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he/she,

or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of sixty (60) days prior the date the claim was first filed in writing provided, however, that:

- (1) In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the verified date of the initial request for oral discussion is within five working days after receipt of such pay.
- (2) In the case of a grievance protesting disciplinary action filed in accordance with the time limits specified in Section 5 (c) of this Article, the two-working-day limitation on Company liability referred to above shall not be applicable.

No decision of the Umpire or of the Company in any one case shall require a retroactive wage adjustment in any other case.

For the purpose of this Section the phrase "working days" shall not include regular scheduled days of rest for employees on necessary continuous 7-day operations.

(b) Time for Payment

Errors resulting in pay shortages shall be corrected within five (5) working days from the filing of the grievance.

Back pay awards shall be paid within thirty days of such award except where the work involved makes it impractical.

(c) Computation

All claims for back wages shall be limited to the amount of wages that the employees otherwise would have earned less any unemployment compensation or compensation for personal services that he/she may have received from any source during the period of the back pay; provided, that if the employee is required to return amounts received as unemployment compensation benefits to the state, such amounts shall not be deducted from the back pay, and suitable arrangements will be worked out for the restoration to the state of the money

due it; and provided, further, that no award of back pay shall be reduced by reason of the employee's earnings in other employment which he/she had had during his previous employment by the Company, to the extent that he does not increase the hours devoted to such other employment, or by reason of his receipt of income from his/her investment in any business or agricultural enterprise in which he/she had had an interest during his employment by the Company.

Section 25. Extension of and Failure to Meet Time Limits

The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties. Any grievance upon which a disposition is not made by the Company within the time limits prescribed in this Article or such extension as may have been agreed to may be referred to the next step in the Grievance Procedure, the time limit to run from the date the time for disposition expired.

Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

The term "week" as used in this Article means calendar week.

Section 26. Notice to Other Party of Grievance Representatives

Each party shall promptly notify the other in writing of the representatives it has designated pursuant to this Article, and of any changes therein.

Section 27. International Representatives — Permission to Enter Plants

To facilitate the operations of the Grievance Procedure, representatives of the International Union may enter the Company's plants to investigate grievances in the Third and Fourth Stages, and grievances arising under Section 23 of this Article, when their presence is necessary and

appropriate, provided they have secured prior permission of the Company.

In requesting such permission, the Union representative shall designate the grievances he intends to investigate. The Company representative will grant permission for the Union representative to visit the plant after a mutually agreeable date and time has been set.

ARTICLE VIII

SENIORITY AND RELATED MATTERS

Section 1. Seniority Date

(a) **General**

Seniority shall be computed from the date of hiring into or transfer into a plant.

(b) **Employees on Layoff From Unit Other Than Basic Unit**

Any employee who has basic seniority in one Unit and who, as of May 25, 1959, is on the active employment rolls of another Unit or who subsequently is placed in or transferred to another Unit under circumstances where he/she does not carry his/her seniority with him/her, or who pursuant to Subsection 1 (c) of this Article establishes the Transfer Leveling Seniority Date as the employee's plant seniority date at a Unit other than his/her basic Unit shall, at his/her first layoff thereafter in a reduction in force, have his/her seniority determined by whichever of the following he/she then elects:

- (i) Such employee may irrevocably waive his/her seniority in his basic Unit and retain at the other Unit his/her latest date-of-entry seniority, which will then become his/her basic seniority (it being understood that such waiver will not break the employee's "Company seniority" for purposes of such plans as the vacation, holiday pay, jury duty pay, SUB or retirement plans where Company, rather than plant, seniority is taken into account); or

- (ii) Such employee may elect to return to his/her basic Unit, in which event he/she shall be placed in, or on the recall list of, his/her basic seniority Unit with full credit for seniority accumulated while working in the other Unit to be included in determining his/her seniority in such basic Unit, and he/she shall retain no seniority rights in any other Unit, except as otherwise provided in Article VIII, Section 23 (c) with respect to skilled trades seniority.

Any employee who does not elect (i), above, in writing at the place designated by the Company within five calendar days after his/her layoff shall be deemed to have elected (ii).

This Subsection (b) shall not supersede or preclude local or area agreements pertaining to the seniority date of an employee on layoff from a plant other than his/her basic Unit approved by the National Ford Department and Labor Affairs.

(c) Transfer Leveling Seniority Date

Any seniority employee either on the active employment roll or on the inactive employment roll with recall rights on October 29, 1984 will establish a Transfer Leveling Seniority Date of October 29, 1984. Any employee hired or rehired after October 29, 1984 who becomes a seniority employee will establish a Transfer Leveling Seniority Date of his/her hire or last rehire date, whichever is the later. Any employee who was on the active employment roll as of October 29, 1984, who had not yet established seniority, but who thereafter was continuously employed and acquired seniority, shall have established a Transfer Leveling Seniority Date of October 29, 1984.

The plant seniority date of any such employee who is placed in or transferred to another Unit other than his basic Unit, except employees subject to the provisions of Section 24 of this Article, will be his Transfer Leveling Seniority Date. When two or more such employees establish the same Transfer Leveling Seniority Date as their plant seniority in the new Unit, the employee with the greater Company seniority or, in the case of skilled trades, the greater Company date-of-entry seniority into Appendix F, will be considered the senior employee.

Except as specifically provided, nothing in this Subsection is intended to affect any other seniority provisions of the Agreement or local agreements including those in multi-plant locations.

Section 2. Employees on Rolls June 20, 1941 — Seniority Break Period

For those Local Unions which have not locally negotiated a “seniority break period” for use in computing the seniority status of employees who were on the payroll on June 20, 1941, a four-year break period shall be considered established.

Employees who were receiving Worker’s Compensation on June 20, 1941, will be considered as having been on the payroll and shall have cumulative seniority, provided that they do not have a seniority break as provided for by local agreement between the Company and the Union.

Section 3. Local Seniority Agreements

Seniority agreements, which have been negotiated locally and which are still in effect, shall remain in full force and effect unless changed by local agreement approved by the National Ford Department of the UAW and Labor Affairs of the Company.

Section 4. Acquiring Seniority; Probationary Employees

(a) Acquiring Seniority

New employees and rehired employees shall be regarded as probationary employees and shall establish seniority after the first three (3) months of continuous employment with the Company, and if retained thereafter shall be placed upon the seniority list in the seniority group in the Unit or plant where they are then working with seniority as of the date of hiring.

In order to become a seniority employee, a probationary employee must have been employed for a total of three (3) months within the year following the date he was hired or last rehired, whichever is the later. For the purposes of this Section, periods during which the employee was laid off, or on leave of absence for any

reason, or employed on an excluded classification, shall not be considered as periods of employment.*

Following completion of his probationary period, the employee shall be given seniority as of the date he/she was hired or last rehired, whichever is the later, as set forth in the first paragraph of this Subsection.

(b) Rights to Transfer and Discharge Probationary Employees

The Company may discharge or transfer employees at any time during the probationary period. However, any claim by a probationary employee that his/her layoff or discharge after 30 days of employment is not for cause, or any claim of discrimination in connection with his/her transfer or discharge may be taken up as a grievance.

(c) Probationary Employees — Layoff and Recall

When possible, the Company shall adhere to a policy of laying off and rehiring probationary employees, within an occupational group, or within the Labor Pool, in accordance with their date of hire, provided that the Company shall retain the sole discretion as to the laying off, transferring and rehiring of probationary employees, except in cases of claimed discrimination.

When a probationary employee is laid off, his/her employment shall be terminated unless it is anticipated that the layoff will be temporary. If the employee is recalled within a period not exceeding the period he/she was employed continuously by the Company immediately preceding the date of layoff, the Company shall reinstate rather than rehire him/her.

(d) Probationary Employees — Medical Leave

If a probationary employee is absent on medical leave for a period not exceeding the period he was employed continuously by the Company immediately preceding the date such absence commenced, he/she will be reinstated and returned to work if there is work available in his Unit which he/she can perform.

* For crediting of periods of military service, see Article VIII, Section 33(b) of this Agreement.

If his period of absence exceeds his/her preceding period of employment, the Company shall be under no obligation to reinstate him/her.

(e) **Rights of Probationary Employees**

With respect to matters where provision otherwise has not been made, probationary employees are covered by the terms of this Agreement and shall have access to the Grievance Procedure for the enforcement of their rights thereunder.

Section 5. Loss of Seniority

Seniority shall be broken for the following reasons:*

1. **(Quit)**

If the employee quits.

2. **(Discharge)**

If the employee is discharged and the discharge is not reversed through Grievance Procedure.

3. **(Absent from Work)**

If a seniority employee with less than six months' seniority is absent for three (3) working days without properly notifying the Company and giving a satisfactory reason for his absence, unless it is not possible for him to do so.

4. **(Failure to Report)**

If the employee does not, within five (5) working days (excluding Saturdays, Sundays and Holidays) after notice to report has been sent to him/her, either report for work or give a satisfactory reason for his/her absence, unless it is not possible for him/her to comply with either of these requirements; and provided at least ten (10) working days have elapsed since his/her last day worked.

Such notice will not be sent where a medical leave has been issued to cover an employee's disability for a specific extended period of time based upon a medical examination by the plant physician or when

* For expiration of sick leave, see Article VIII, Section 30 of this Agreement.

* For retirement, see Retirement Agreement, Section 4.

* For acceptance of Separation Payment, see SUB Plan, Article IV, Section 3.

an employee on conditional medical leave provides medical evidence found acceptable by the plant physician.

Medical leaves will not be cancelled except in unusual situations such as suspected abuse of the medical leave provision.

In cases where conditional or approved medical leaves of absence have expired, the Company may send a notice to report.

Such notice shall be sent by **certified mail with return receipt** to the employee's last known address according to the Company's records, and except in cases of recall, the notice shall be substantially in the form set forth in Appendix B* , attached. The date on the notice shall be the same date the Post Office receives the notice for mailing.

Disputes as to the Company's failure to observe the procedural requirements of this provision, (e.g., timeliness of notice and transmittal to proper address) and the reasonableness of the employee's failure to respond to a notice where his period of absence can be justified are subject to the regular Grievance Procedure.

A copy of the notice to report sent an employee will be furnished to the Chairperson of the Unit Committee and to a Unit Committeeperson designated by the local parties **concurrent with the mailing of the notice. An attending Physician's report (Form 5166) will be included with the Notice sent upon the expiration of an approved medical leave.** However, failure to furnish a copy to the Chairperson of the Unit Committee and to the designated Unit Committeeperson **or failure to include a Form 5166 with a Notice** will not be the basis for any claim.

5. (Disability Settlement)

If a settlement with the employee has been made with the approval of the Union for total disability.

* Reproduced in full on Page 147.

6. (Continuous Unemployment)

For employees hired subsequent to June 20, 1941, who are continuously unemployed by the Company for a period of time equal to their Company seniority but in no case less than eighteen (18) months.

For employees who have not broken seniority as of March 1, 1982, the period of time shall be not less than the following: for employees with less than one year seniority, eighteen (18) months; for employees with one year but less than two years seniority, thirty-six (36) months; for employees with two but less than three years seniority, forty-eight (48) months; for employees with three but less than four years seniority, sixty (60) months; for employees with four but less than ten years seniority, for a period of time equal to their Company seniority plus twelve (12) months; and for employees with ten but less than eleven years seniority, not less than one hundred and thirty-two (132) months.

Section 6. Seniority Lists

The Company shall continue to furnish a sufficient number of plant-wide and occupational group seniority lists, in seniority order to each plant and Unit President.

The seniority lists shall include plant and Company seniority dates, and, in the case of skilled trades, their plant date-of-entry seniority into their present Appendix F classification.

Any challenge as to the sequence of the seniority list shall be protested on a form mutually agreed upon by the Company and Union.

Revisions in such seniority lists shall be furnished by the Company to the above-named Union and the Company representatives every thirty (30) days in those locations where lists are not machine prepared. In plants where said lists are machine prepared, complete lists shall be furnished every thirty (30) days.

Section 7. Seniority-Operation Within Occupational Groups

Seniority shall be by interchangeable occupational groups as hereinafter defined and agreed upon; such lists of occupations are referred to hereinafter as Appendix C.*

Section 8. Seniority-Operation Within Seniority Units**(a) Other Than Skilled Groups**

Occupational group seniority shall be plant-wide except in the Rouge Area, where occupational group seniority shall be by separate seniority Units, as now established as Bargaining Units; provided, however, that by mutual agreement, two or more Units may be grouped together for seniority purposes, and provided further, that by mutual agreement designated occupations and/or occupational groups may have seniority on a plant-wide basis.

(b) Skilled Groups

Seniority in the skilled groups (tool and diemakers, patternmakers, jobbing core makers, jobbing molders, power house, construction and maintenance employees) shall be by interchangeable occupational groups on a plant-wide basis.

Section 9. Procedure for Operating Occupational Group Seniority

It is agreed that the procedure provided in Sections 10 through 15 of this Article shall be used in setting up the occupational groups in each of the seniority Units as now designated as Bargaining Units; provided, however, that the Railroad Seniority Agreement dated February 7, 1945, shall remain in full force and effect, except as amended by mutual agreement.

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

Section 10. Occupational Groupings — General

Each occupational group shall consist of classifications of similar work and may include classifications requiring varying degrees of skill, training and experience and shall be set up as hereinafter provided.

**Section 11. Occupational Groupings —
“Designated” Jobs****(a) Jobs Covered**

The so-called “skilled” jobs in each occupational group shall be designated and the remaining job classifications in the group shall be undesignated.

(b) Classification Seniority

In the designated jobs, employees, in the first instance, shall have seniority by job classification.

(c) Bracketing

If there are two or more designated job classifications in the same group that are interchangeable, they shall be bracketed together and the employee with the least seniority in the group of interchangeable designated jobs shall be laid off first.

An employee in one designated job classification may not exercise his seniority against any other designated job classification in the occupational group, except as is provided for in this Subsection.

(d) Bumping into Undesignated Classifications

An employee in a designated job, if he/she is subject to a layoff, after having exhausted his/her classification seniority, shall then exercise his/her seniority against the employee with the least seniority in the group of undesignated classifications in the occupational group.

(e) Bumping into Labor Pool

If an employee in the designated job classification does not have sufficient seniority to displace the employee with the least seniority in the group of undesignated job classifications, he/she then shall exercise his/her seniority, according to his seniority status and rate of pay, in the so-called General Labor Pool, hereinafter described and known as Group No. 1.

The employee with the least seniority in the rate bracket in Group No. 1 affected shall then exercise his seniority against the employee with the least seniority in Group No. 1.

(f) Return to Designated Job — Demoted Employee

It is agreed that, in the event of a cut in production, necessitating a reduction in force, the Company, upon an increase in production schedule, shall have the right to recall employees demoted from a designated job, rather than promote an employee with greater seniority.

(g) Return to Designated Job — Laid-off Employee

An employee in a designated job classification in a group who is laid off shall not be recalled to his/her former job in a designated classification while there is a seniority employee in an undesignated job classification in the occupational group who can qualify for the designated job classification, under the provision of Section 2, Article IV of this Agreement.

This shall not preclude the Company from moving qualified employees from the Labor Pool to designated jobs.

**Section 12. Occupational Groupings —
“Undesignated” Jobs**

(a) Bumping in Undesignated Classifications

An employee in the undesignated job classifications in the group shall, in the first instance, in the event of a layoff, exercise his/her seniority against the employee with the least seniority in the group of undesignated job classifications in the occupational group.

(b) Bumping into Labor Pool

If an employee in the undesignated group of job classifications in the occupational group does not have sufficient seniority to hold a job within the group of undesignated jobs, he/she shall then exercise his/her seniority against the employee with the least seniority in the so-called General Labor Pool hereinafter described and known as Group No. 1.

(c) **No Bumping into Designated Classifications**

Employees in undesignated job classifications in an occupational group shall not have the right to exercise their seniority against any employee in a designated job classification within the occupational group.

Section 13. Occupational Groupings — General Labor Pool (Group No. 1)

(a) **Classifications Included**

All job classifications not specifically included in one of the occupational groups in the seniority Unit shall be included in a General Labor Pool which shall be called Group No. 1, provided that the allocation of new or unlisted classifications shall be negotiated.

(b) **Bumping Within Labor Pool**

Production employees in Group No. 1, in the event of a reduction in force, shall exhaust their seniority within their classification, within the department, and then exercise their seniority against the employee in Group No. 1 with the least seniority.

Non-production employees in Group No. 1, in the event of a reduction in force, shall exhaust their seniority within their classification, within the Unit, and then exercise their seniority against the employee in Group No. 1 with the least seniority.

Section 14. Local Occupational Group Agreements — Approval

Agreements between Local Unions and local Managements on changes and additions to Appendix C* , etc., must be approved by the Ford Department of the International Union and Labor Affairs of the Company before becoming effective.

Section 15. Direct Referral of Disputes to Umpire

(a) **Groupings of Jobs**

Upon failure of the designated representative of the Company and the Union to agree as to the proper

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

grouping of operations, the dispute may be referred directly to the Umpire.

(b) **Interpretation of Occupational Group Clauses**

It is further agreed that, in the event of a dispute as to the interpretation of any of the provisions of the “occupational group” clauses of this Agreement, either party shall have the right to refer the dispute forthwith to the impartial Umpire.

Section 16. Reduction in Force

(a) **Occupational Group Basis**

All reductions in force shall be by occupational groups as provided for in Sections 7 through 15 of this Article.

(b) **Ten-Year Employees**

When employees with ten (10) years of seniority exhaust their seniority within the Unit they may elect to:

- (1) Take available work or take a layoff. If they take available work, they will carry all their seniority to their new classification and Unit and shall retain no seniority in their old Unit, except as otherwise agreed to locally.
- (2) If there is no “available work” in the plant, they may displace probationary employees in any of the Labor Pools, plant-wide. In such an event they will carry all of their seniority with them and retain no seniority in their former Unit.

(c) **Deviations from Seniority**

The order of layoff and recall shall be governed by first, seniority of employment, and second, ability. The Company shall consult with the Union before deviating from strict seniority except where prior consultation is rendered impracticable because of a sudden interruption or resumption of work. Should there be any dispute involving the application of this clause, it shall be subject to determination through the Grievance Procedure.

(d) **Deviation from Normal Operation of Occupational Group or Unit Seniority**

(1) **Imbalance Among Groups in a Unit**

Recognizing that the normal operation of occupational group seniority may result in the layoff of

relatively high seniority employees from one group, including the Labor Pool, and the retention of relatively low seniority employees in another group with the result that a substantial and persistent imbalance in seniority between those working and those laid off from the Unit may exist, the parties are free to agree locally in writing to adopt procedures, to the extent and for the time necessary to meet the particular situation, to provide employment opportunities for higher seniority employees who may be laid off and who are qualified to perform the jobs of junior employees who are working.

(2) **Temporary Agreements (Rouge Area)**

Recognizing that abnormal situations may affect the operation of the seniority provisions of this Agreement in the Rouge Area in a manner resulting in the layoff of relatively high seniority employees in one Unit and the retention of relatively low seniority employees in another Unit, Labor Affairs and the Local Union shall meet and evaluate the situation and by mutual agreement may jointly deviate from the ordinary application of the seniority provisions of this Agreement to the extent, and for the time, necessary to provide employment opportunities for higher seniority employees who may be laid off, notwithstanding that such action would displace junior employees who would otherwise continue to work under the normal application of the seniority provisions.

- (3) In connection with deviations provided for in Subsections (1) and (2) above, the parties recognize and agree that efficiency and quality in plant operations must not be jeopardized and that so-called leveling of seniority is not a realistic or practical objective.

Section 17. Preparation of Layoff Lists

In the event of a reduction in force other than a temporary layoff, the Company shall, in preparing the list of employees to be affected by the layoff including their classification and seniority date, have prior consultation with the appropriate Union representative where time permits.

After such consultation and the list of employees to be laid off has been agreed upon, the Union shall not contest the accuracy of the list through the Grievance Procedure unless the Company does not within three (3) days make such corrections as might later be suggested by the Union.

In the event of a dispute as to the proper method of conducting the layoff, the Company's method shall be followed and the Union may have recourse to the Grievance Procedure.

Section 18. Recall

For the purpose of recall, the procedure as stated in the above Sections will be followed in reverse order.

Section 19. Layoff and Recall of Union Officers

Notwithstanding their positions on the seniority list, all local building or Unit officers (that is, the President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Sergeant-at-Arms, Guide and three (3) Trustees) shall have preferential seniority in their respective Units in case of a layoff and subsequent recall, provided that there is work available which they can perform, and provided further that in plants with less than one hundred (100) employees, deviation from this rule may be negotiated between Management and the International Union.

Section 20. Scheduled Reductions in Working Hours

It is recognized that under normal circumstances, operation of the Company's plants or Units on a forty (40) hour per week schedule is a desirable objective. The Company will make every effort, which in its judgment is feasible, to attain this objective, but both parties recognize that its attainment is not always possible in view of recurring changes in circumstances which may result in overtime being scheduled in some weeks and less than forty (40) hours per week being scheduled in others.

Except under unusual conditions, it is undesirable to operate a Unit at a schedule of employment providing for

less than thirty-two (32) hours per week for more than four (4) consecutive weeks.

In applying the above provisions, a week in which the employees involved are not scheduled to work shall not be taken into account and shall not be considered inconsistent with the foregoing objectives. Paid holidays shall be counted as eight (8) scheduled hours of work.

Section 21. Temporary Layoffs

(a) Definition and Applicability

A temporary layoff, on model changes only, is defined as a layoff of not more than thirty (30) working days.

A temporary layoff for any other reason, is defined as a layoff of not more than twelve (12) working days.

The provisions covering temporary layoffs shall apply to all employees, both production and non-production employees, and the so-called "skilled plant-wide" classifications in the Rouge Area. The so-called "skilled plant-wide" classifications, are not subject to the model change layoff provisions of this Agreement.

(b) Right to Deviate from Seniority

In the event of a temporary layoff, the Company shall have the right to lay off employees as their work is completed, irrespective of their group seniority; provided, however, that no other employee will be used on the jobs of employees who are temporarily laid off.

Upon resumption of work, employees shall be recalled as their jobs open up.

If necessary to retain some employees as members of a skeleton crew in a department during a temporary layoff, seniority employees will be used when practical.

(c) Discussions After 5 Days

After five (5) days have elapsed following a temporary layoff, the Union shall meet with the Company to discuss the practicability of recalling seniority employees to replace junior employees for the remainder of such temporary layoff period; and where the Company agrees that it is practicable to do so, it will make such replacements.

(d) Local Negotiations

Deviations from the terms of Subsections (a), (b) and (c) of this Section may be made by agreement between local Management and the Unit affected for a particular temporary layoff. Any other agreement to deviate from Subsections (a), (b) and (c) shall be subject to written approval of the National Ford Department of the Union and Labor Affairs of the Company.

(e) Inverse Seniority

Upon request of the Local Union, the local parties shall enter into an agreement applying the concept of inverse seniority where: (1) the layoff is for a definite time and limited duration, and (2) all probationary employees have been laid off from the affected group referred to below. The Union agrees that any such local agreement shall give full consideration to and shall not impair plant operating efficiencies, including, but not limited to, those inefficiencies which might occur as a consequence of undesirable bumping or replacement of employees. Consistent with this requirement, it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by groups (defined by classification and department) to be negotiated by the local parties. It is expressly understood that the local parties shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification from, State Unemployment Compensation Benefits or Company-provided Supplemental Unemployment Benefits. Nothing in the foregoing shall preclude the Company from recalling any employee prior to the expiration of the limited layoff period. Local Unions which believe that a particular layoff which does not meet the above criteria warrants the application of inverse seniority may make a request to that effect to the National Ford Department. The National Ford Department may take up any such requests which it believes to be meritorious with Labor Affairs.

Solely for the purpose of implementing this provision, a Local Union which includes more than one representation Unit, as defined in Article VI, and local Management may agree that the term local parties shall mean such respective representation Units and the local Management corresponding with such Units. Any such local agreement shall be in writing and subject to approval by the National Ford Department of the UAW and Labor Affairs of the Company.

(f) **Limitation on Use**

The temporary layoff provisions shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

Section 22. Loans

(a) **Within Plants**

In the event it is necessary to loan employees from one classification to another classification within a Unit, or to loan employees from one Unit to another Unit within a plant, the employees with the least seniority on the operation, by classification, within the department affected by the loan shall be the employees to be loaned.

When it is necessary to deviate from the above the Committeeperson will be notified, and such notification shall be given in advance when practicable.

(b) **Between Plants**

Loans from one plant to another plant may be made for a period of thirty (30) days; however, this period may be extended by mutual agreement.

Section 23. Transfers

(a) **Within Seniority Group**

The Union recognizes the right of the Company, subject to the restrictions of other applicable provisions of this Agreement, to move employees from one occupational classification to another occupational classification within the employees' seniority group. However, no employee shall be moved indiscriminately.

(b) **Between Groups or Units Within Plant**

When a seniority employee is transferred from one occupational seniority group or Unit to another within a plant, he/she shall carry his full accumulated seniority to the new group or Unit and shall retain no seniority in his/her old group or Unit. (This Subsection does not apply to occupations listed in Appendix D to local seniority grouping agreements.)

(c) **Between Plants**

Seniority employees who are transferred from one plant to another plant shall be considered seniority employees of the new plant as provided in Section 1 (c) of this Article, subject to the provisions of Section 24 of this Article.

Transfers of seniority employees from one plant to another may only be made with the signed consent of the employee and his Committeeperson (the National Ford Department will be advised of these transfers) except where placement is provided under other provisions of this Agreement or Supplementary Agreements.

In the event such transferred employees are affected by a reduction in force in the new plant, they shall be laid off or returned to their original plant according to their election as provided in Article VIII, Section 1 (b). Employees with basic non-skilled trades seniority in their original plant who do not acquire skilled trades seniority there but who have acquired skilled trades (Appendix D) seniority in the new plant shall retain such skilled trades seniority in the new plant on return to their original plant and shall be recalled according to such skilled trades seniority. If such employee fails to accept such recall, he/she shall retain no seniority except at his original plant.

Section 24. Transfer of an Operation

(a) **Transfers Affecting Rouge Area Only**

In the event of a transfer of an operation from one Unit to another within the Rouge Area the employees affected shall be transferred to the new Unit, taking their seniority with them.

On the partial transfer of an operation, the method of transferring the employees shall be subject to local negotiation.

(b) **Other Inter-Plant Transfers**

In the event of a transfer of an operation from one plant to another plant other than within the Rouge Area, providing both plants are covered by this Agreement, an employee who is offered and accepts a transfer with the operation shall carry the seniority to the new plant which he had at the old plant, regardless of the terms of any local agreement.

The foregoing rule shall also apply in the event of a partial transfer of an operation to a new plant from an old plant which may be closed or continued on a reduced employment basis. It shall not apply, however, to partial transfers of operations incident to adjustments in production schedules or changes in the products at any location.

Section 25. Discontinuance of Work

(a) **Classification or Operation Within Unit**

In the case of a permanent discontinuance of a classification or of an operation within a seniority Unit, the employees affected shall be transferred to a similar occupational group on a plant-wide basis within five (5) working days.

(b) **Occupational Group Within Unit**

In the event of a permanent discontinuance of a group the designated and undesignated classifications within the group shall exercise their seniority according to their seniority status and rate of pay in the Labor Pool, Group No. 1.

(c) **Seniority Unit Within Multi-Unit Plant Area**

In the case of a permanent discontinuance of a seniority Unit the procedure will be as follows:

- (1) If there is a similar group within another Unit the designated classifications within the discontinued group will exercise "designated" seniority as defined in Section 11 of this Article, and the undesignated classifications shall exercise "undesignated" seniority as defined in Section 12 of this Article.

(2) Employees of the Labor Pool in the discontinued Unit shall replace all probationary employees in all remaining Labor Pools plant-wide. If the number of employees in the discontinued Labor Pool exceeds the number of probationary employees in the Labor Pools of other Units, the surplus employees in the Labor Pool in the Unit affected shall be assigned to jobs in Labor Pool groups in other seniority Units, in line with their seniority.

(d) **Time Limit on Transfers — Rouge Area**

In the Rouge Area, in the event of a permanent discontinuance of a seniority group or seniority Unit, the Company shall transfer the employees affected within five (5) working days.

(e) **Employees Laid Off — Placement Consideration at Other Plants**

In the event of permanent discontinuance of work in a group, Unit, or plant, laid-off employees shall be given placement consideration at other plants of the Company consistent with the provisions of the Job Security Program, preferential placement or other applicable placement arrangements.

Section 26. Offers of Work in Other Plants

Any provisions of this Agreement to the contrary notwithstanding, the Company, in order to provide stabilized employment, shall have the right to offer employees who have exhausted their seniority within their seniority Unit any available work within any of the plants covered by this Agreement, if the plants to which employees are offered jobs are located in the same labor market area, as defined by the State Employment Security Commission of the state in which the plants affected are located; provided, however, that those plants presently covered by the Detroit Area Availability List Agreement as amended shall be considered to be the same "labor market area."

If no open jobs are available, such employees may be offered, at the option of the Company, the right to displace probationary employees in any other plant in the same labor market area.

In the event of the discontinuance or partial discontinuance of a classification or of an operation within a seniority Unit, or the discontinuance or partial discontinuance of a seniority Unit, the Company may offer the affected employees the opportunity to transfer to available work or to displace probationary employees in any of the plants covered by this Agreement.

For skilled Tool and Die, Maintenance and Construction, and Power House employees, offers of available work and offers to displace probationary employees shall be limited to Tool Room Departments, Maintenance Departments and Power House Departments, respectively.

Employees who have displaced probationary employees shall not be displaced by probationary employees.

Employees who refuse such offers of available work or displacement of probationary employees shall not, by such refusal, lose their seniority call back rights.

Section 27. Employees With Disabilities

Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Company may be employed in other work, in the plant or in any Unit of a multi-unit plant, which he can do, at the discretion of the Company after consultation with the Union without regard to any seniority provisions of this Agreement. Laid-off employees with work-related incapacities will be recalled in line with seniority only as openings occur.

The Company will not invoke this provision to retain employees with work related incapacities out-of-line of seniority when a disparity in seniority of more than two years exists.

Section 28. Shift Assignments and Rotation

(a) Assignment of Shifts

The Company agrees to the principle that seniority employees should be given consideration in assignment of shifts. However, it is recognized that it is impossible to operate the plants efficiently with all the older employees on any one shift and, therefore, seniority alone

cannot be the sole determining factor in applying the above principle.

Agreements pertaining to shift preference may be negotiated locally subject to the approval of Labor Affairs and the National Ford Department. Any such agreements shall be consistent with the principle set forth above.

(b) **Rotation of Shifts**

Rotation of shifts shall be determined by the members of the building or Unit, whichever the case may be, with mutual agreement of Management.

Section 29. Personal Leaves of Absence

(a) **Procedure for Obtaining**

An employee requesting leave of absence shall make application to his/her Supervisor on a form to be provided for that purpose and shall then take the signed form to the Employment Office for his/her official leave of absence slip. An approved copy of the official leave of absence slip will be furnished to the employee before such leave shall become effective.

(b) **Not Over 30 Days**

Leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee and approval of his Supervisor.

(c) **Over 30 up to 180 Days**

Leave of absence may be granted for personal reasons for a period not to exceed 150 days upon application of the employee and approval of the Management when the services of the employee are not immediately required and there are employees available at the plant capable of doing his/her work; provided that the employee does not work in any occupation for his/her own gain during the leave of absence unless mutually agreed by the Company and the Union. Leave of absence may be granted under the foregoing conditions for a period exceeding 150 days but not to exceed 180 days if required for the purpose of traveling to a foreign country. Any violation of this provision may result in the employee losing his seniority, provided that proof of the violation is furnished by the Union to the Company within fifteen (15) days after date of reinstatement.

(d) **Extension**

Leaves of absence may be extended upon the approval of the Employment Office.

(e) **Copies to Union**

A copy of all approved official leaves of absence forms granted to employees shall be furnished by the Company to the Financial Security of the Local Union involved.

Section 30. Medical Leaves of Absence

An employee who is unable to work because of injury or illness, and who furnishes satisfactory evidence thereof, shall be granted an automatic sick leave of absence covering the period of such disability, subject to the provisions of Section 5 of this Article.

At the expiration of such period, the employee will be returned to work which the employee can perform in accordance with the employee's seniority, except as otherwise provided with respect to probationary employees in Section 4 of this Article.

No sick leave shall extend beyond a period of time equal to the employee's seniority at the time the employee was removed from the active employment rolls of the Company or 18 months, whichever is greater; provided, however, that a sick leave because of compensable injury or occupational disease shall extend for the duration of compensable temporary total disability. Not later than thirty (30) calendar days prior to the expiration of such period of time, the Company will send a letter to the employee's last known address according to the Company's records reminding the employee that seniority is subject to being broken because of the period of time encompassed by the sick leave as provided above. A copy of the letter will be furnished promptly to the Chairperson of the Unit Committee. However, failure through oversight to send the letter to the employee or furnish a copy to the Chairperson of the Unit Committee will not be the basis for any claim.

Section 31. Certain Other Leaves of Absence**(a) Union Leaves of Absence**

An employee elected to a Union position or selected by the Union to do work which takes him/her from his/her employment with the Company shall, upon written request from the Union, submitted to the Company at least three days prior to the first day of absence, receive a temporary leave of absence for the period of his service with the Union, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence; his/her seniority shall accumulate throughout the period of his/her leave of absence and, solely for purposes of Art. IX, Sec. 2 (c), full weeks of Union leave of absence shall be credited towards the hiring-in rate progression schedule when the employee is reinstated upon his/her return.

Leaves of absence for a period of a year or more shall be renewed yearly.

(b) Public Office Leaves of Absence

A seniority employee elected or selected for a full-time public office which takes him/her from his/her employment with the Company shall, upon prior written request, receive a temporary leave of absence for the term of such office or one year, whichever is less, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence. His/Her seniority shall accumulate throughout the period of his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

(c) Peace Corps Leaves of Absence

A seniority employee entering the Peace Corps shall, upon prior written request and submission of evidence satisfactory to the Company, receive a leave of absence for the period of his service in the Peace Corps, but not to exceed three (3) years. If the employee returns to work within thirty (30) days after completion of his/her service with the Peace Corps he/she shall be reinstated at work in line with his/her seniority status in the

classification in which he/she was engaged last prior to his/her leave of absence. His/Her seniority shall accumulate throughout the period of his/her leave of absence.

(d) Credit Union Leaves of Absence

A seniority employee who is elected or appointed to a full-time position with a credit union chartered by the federal or state government and which serves Ford employees primarily shall, upon prior written request from the credit union, receive a temporary leave of absence for the term of his position with the credit union or one (1) year, whichever is less, and upon his/her return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence; his/her seniority shall accumulate throughout the period of his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

(e) Educational Leaves of Absence

An employee with one (1) or more years of seniority shall, upon written request at least sixty (60) days prior to the beginning date of the leave and subject to the following conditions, receive a leave of absence for up to one (1) year to further the employee's education. When applying for such leave, the employee must present evidence satisfactory to the Company of acceptance as a full-time student at an accredited college, university, or vocational institution; and upon completion of each semester or other school term encompassed by the leave, the employee must present satisfactory evidence of continuous attendance at the educational institution as a full-time student during such term(s). The course of instruction pursued must relate to the employee's employment opportunities with the Company. Such leave of absence may be renewed with the approval of the Company, subject to the same conditions set forth above concerning evidence of acceptance and of continuous attendance at the educational institution as a full-time student.

The employee's seniority shall accumulate throughout the period of the educational leave of absence. If the employee completes or discontinues such educational

program prior to the expiration date of the leave and makes application for reinstatement within five (5) calendar days of the date of completion or discontinuation, the employee shall be reinstated at work in line with the employee's seniority status in the classification in which the employee was engaged last prior to the leave of absence.

Section 32. Leaves of Absence — Accumulation of Seniority

Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

Section 33. Military Service; Veterans

(a) Employees Reinstated Prior to October 4, 1993 — Seniority Credit

Any employee who, prior to October 4, 1993, has received seniority credit for military training or service subsequent to May 1, 1940, pursuant to provisions of prior agreements between the parties, shall continue to receive such seniority credit.

(b) Reinstatement Following Military Service

Employees now serving in the Armed Forces of the United States or employees who shall hereafter serve in the Armed Forces of the United States shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, provided that any employee whose discharge from service is other than dishonorable, shall be accorded the same reinstatement rights as such laws provide in the case of persons honorably discharged.

If the employee is unable to apply for reinstatement by reason of physical disability during the period within which such application is required by law to be made, application must be made within ninety (90) days from the time such disability is ended.

For the purpose of this Section, it is understood that none of the employees covered by this Agreement has been or is employed in a temporary position within the

meaning of that term as used in the applicable laws of the United States, and that probationary employees shall be entitled to credit for the period of such service toward the completion of the probationary period as well as the accumulation of seniority thereafter.

(c) Reinstatement Following Military Service — Effect of Disability

Any employee reinstated following a period of training or service, who has incurred during such period a disability which prevents him/her from doing the work of the position to which he/she would otherwise be reinstated shall be treated in the first instance only, the same as an employee who has been incapacitated at his regular work by injury or compensable occupational disease as set forth in Section 27 of this Article.

To be eligible for these benefits set forth in this Subsection, the employee must have furnished to the Employment Office for his/her plant within thirty (30) days of the time he/she applied for reinstatement a statement from the Veteran's Administration, that he/she sustained an injury while in such service.

(d) Leave for Government-Provided Training

Any reinstated veteran who makes application to the Employment Office for his/her plant shall be granted a personal leave of absence in accordance with applicable provisions of this Agreement in order to take full-time institutional training provided by the Government.

The employee granted such leave shall be reinstated with full seniority for the period of the leave if application for reinstatement is made to the Employment Office within thirty (30) days from the time of completion or discontinuance of such training and not later than five (5) days following expiration of such leave of absence.

Section 34. Accumulation of Seniority — Supervisors

A seniority employee in a classification subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to Assistant Supervisor, Supervisor, or any other supervisory position, and is

thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall accumulate seniority while working in a supervisory position for any period prior to November 24, 1979, and when so transferred or demoted shall commence work in a job generally similar to the one he/she held at the time of his/her promotion with the seniority ranking he/she had at the time of his/her promotion plus the seniority accumulated while he/she was working in the supervisory position, for any period prior to November 24, 1979, in conformity with the seniority rules of plants covered by this Agreement.

Notwithstanding the above, a seniority employee promoted to Assistant Supervisor, Supervisor, or any other supervisory position as a vacation replacement on or after October 22, 1979, shall continue to accumulate seniority for a period not to exceed six (6) months.

No temporary demotions in supervisory positions will be made during temporary layoffs.

Section 35. Accumulation of Seniority — Other Excluded Employees

A seniority employee in a classification subject to the jurisdiction of the Union, who, subsequent to June 20, 1941, is, or has been transferred to a classification excluded from the Contract Unit under Article I, Section 1, of this Agreement other than plant and fire protection classifications, and is thereafter transferred to a classification subject to the jurisdiction of the Union, shall accumulate seniority while working on the excluded classification and when so transferred shall commence work in a job generally similar to the one he/she held at the time of his/her transfer, with the seniority ranking he/she had at the time of his transfer, plus the seniority accumulated in accordance with the provisions of the following paragraph while he/she was working in the excluded classification and in conformity with the seniority rules of plants covered by this Agreement.

A seniority employee who has been transferred to an excluded classification prior to October 22, 1979, shall continue to accumulate seniority while working in an

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excluded classification. A seniority employee who is transferred to an excluded classification on or after October 22, 1979, will not accumulate seniority while working in an excluded classification.

An employee hired directly to an excluded classification shall acquire no seniority rights under this Agreement. No temporary transfers to or from excluded classifications will be made during a temporary layoff.

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS *

Section 1. Wage Rates — General

The hourly rates for each classification covered by this Agreement will remain the same as at the expiration of the Agreement between the Company and the Union dated **September 15, 2003**, except as otherwise provided in this **Agreement**, in the Settlement Agreement between the parties dated **November 3, 2007**, or in any local agreement referred to in Article X, Section 8 which provides for wage rate adjustments.

Section 2. Wage Rate Increases

(a) **Base Rate Increases**

On the Effective Date of the Agreement, employees on an Appendix F (Skilled Trades) classification will receive a tool allowance of **twenty cents (\$.20)** added to the base rate.

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

(b) Performance Bonus Payments

(1) The Performance Bonus provided for in this Subsection recognizes the principle that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective.

Accordingly, it is agreed that the following Performance Bonus payment shall be made to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
September 15, 2008	Three Percent (3.0%) of Qualified Earnings	October 12, 2008
September 21, 2009	Four Percent (4.0%) of Qualified Earnings	October 18, 2009
September 20, 2010	Three Percent (3.0%) of Qualified Earnings	October 17, 2010

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided he/she has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the Qualified Earnings during the 52 consecutive pay periods immediately preceding the pay period in which the designated eligibility date falls.

Qualified Earnings, as used herein, are defined as income received by an eligible employee from the Company during the designated Performance Bonus eligibility year resulting from the following:

- Hourly Base Wage^{*1}
- COLA*
- Shift Premium*
- Incentive Earnings
- Vacation and Excused Absence Allowance
- Holiday Pay
- Seven-day Operations Bonus
- Bereavement Pay
- Jury Duty Pay
- Apprentice Training Incentive Payment
- Call-In Pay
- Short Term Military Duty Pay
- Back pay awards related to the designated eligibility year

- (2) An employee who retires during the Performance Bonus Eligibility year provided in this Section and who, but for such retirement, would have had seniority as of the designated eligibility date, will qualify for the Performance Bonus as defined in this Section.
- (3) In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if they were seniority employees on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined in this Section. Such Performance Bonus will be paid to the estate or, if permitted by local law, to the next of kin.

(c) **Apprentice Rates**

Provisions for wage adjustments for apprentices is made in Article 9 of the Apprenticeship Standards Agreement, Exhibit 1 of the Skilled Trades Supplemental Agreement.

(d) **Hiring-In Rates**

Employees hired or rehired on or after October 4, 1993 on classifications other than those in Appendix F (Skilled Trades) will be paid a hiring-in rate of 70% of

¹* Includes overtime, Saturday, Sunday and Holiday premium payments.

the negotiated classification rate of the job to which they are assigned.

- (i) Upon completion of 26 weeks of employment such employees will receive an increase to 75% of the negotiated classification rate of the job to which they are assigned.
- (ii) Upon completion of 52 weeks of employment such employees will receive an increase to 80% of the negotiated classification rate of the job to which they are assigned.
- (iii) Upon completion of 78 weeks of employment such employees will receive an increase to 85% of the negotiated classification rate of the job to which they are assigned.
- (iv) Upon completion of 104 weeks of employment, such employees will receive an increase to 90% of the negotiated classification rate of the job to which they are assigned.
- (v) Upon completion of 130 weeks of employment, such employees will receive an increase to 95% of the negotiated classification rate of the job to which they are assigned.
- (vi) Upon completion of 156 weeks of employment such employees will receive the negotiated classification rate of the job to which they are assigned.

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

Under this Subsection, an employee will receive one week's credit toward acquiring the negotiated classification rate of the job the employee is assigned if the employee had worked in that given week. Credit will be

given to seniority employees for the weeks worked while in the apprenticeship program. Credit will not be given for any week during which, for any reason, the employee does not work except:

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

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

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

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

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

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

Section 4. Cost-of-Living Allowance

(a) Payment of Allowance; Effect on Other Payments

Effective on the Effective Date, and thereafter during the period of this Agreement, each employee covered by this Agreement shall receive a cost-of-living allowance as set forth in this Section. **This provision does not**

* Reproduced in full beginning on page 148.

apply to employees covered under Appendix V of this Agreement.

The cost-of-living allowance shall not be added to the base rate for any classification, but only to each employee's straight-time hourly earnings (including the earned rate only of employees on an incentive basis of pay).

The cost-of-living allowance shall be taken into account in computing overtime and shift premiums, and in determining call-in pay and pay for vacations, unworked holidays, jury duty, bereavement and short-term military duty.

(b) Basis for Allowance

- (1) The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, current series, United States City Average, All Items Less Medical Care, not seasonally adjusted) published by the Bureau of Labor Statistics (1982-~~84~~ = 100).
- (2) Continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for July, **2007**, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Index, the parties agree to ask the Bureau to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for July, **2007**.

(c) Redeterminations

Adjustments during the period of this Agreement shall be made at the following times:

Effective Date of Adjustment	Based Upon Three-Month Average of the Consumer Price Index for:
December 3, 2007	August, September, and October, 2007
First pay period beginning on or after: March 3, 2008 and at three-calendar-month intervals thereafter to June 6, 2011 .	November, December, 2007 and January, 2008 and at three-calendar-month intervals thereafter to February, March, and April, 2011 .

(d) **Amount of Allowance**

- (1) The amount of cost-of-living allowance beginning on the Effective Date, and ending **December 2, 2007** shall be **ten cents (10¢)** per hour.
- (2) Effective December **3, 2007** and for any period thereafter as provided in Subsection (c), the cost-of-living allowance shall be in accordance with the following table:

Three-Month Average Consumer Price Index	Cost-of-Living Allowance
Up thru 197.23	5¢ per hour
197.24 – 197.31	6¢ per hour
197.32 – 197.39	7¢ per hour
197.40 – 197.47	8¢ per hour
197.48 – 197.56	9¢ per hour
197.57 – 197.64	10¢ per hour
197.65 – 197.72	11¢ per hour
197.73 – 197.80	12¢ per hour
197.81 – 197.88	13¢ per hour
197.89 – 197.96	14¢ per hour
197.97 – 198.05	15¢ per hour
198.06 – 198.13	16¢ per hour

and so forth calculated in accordance with the Letter of Understanding signed by the parties.

- (3) In determining the Three-Month Average Index for a specified period, the computed average shall be rounded to the nearest 0.01 index point.
- (4) In no event will a decline in the Three-Month Average Index below **197.23** provide the basis for a reduction in the wage scale by job classification.

- (5)(i) For each increase to the cost-of-living allowance beginning on December 3, 2007 and continuing until the remainder of the seventeen (17¢) COLA deferral required under the conditions of the settlement agreement in the Hardwick case has been recovered, the amount of increase payable to employees shall be reduced by five cents (5¢) per three-month period, or by the amount of the increase whichever is less. Thereafter, for each increase to the cost-of-living allowance, the amount of increase to employees will be reduced by two cents (2¢) per three month-period, or by the amount of the increase whichever is less and continue into perpetuity.
- (ii) For each increase to the cost-of-living allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less. The sum of the diversions during this period will continue into perpetuity.
- (iii) For each increase to the cost-of-living allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less.
- (iv) In addition, in the quarter after the seventeen cent (17¢) COLA deferral as referenced in (i) above is completed, the amount of increase payable to employees shall be reduced until parity with GM is achieved prior to any other diversions being taken. Once parity is achieved, this diversion will continue into perpetuity.

The diversions referenced herein will be applied in the order as referenced above.

Following the adjustment for the three-month period beginning June **6, 2011**, the sum reduced during the fifteen periods shall be subtracted from the cost-of-living allowance table and the table shall be adjusted so that the actual Three Month Average Consumer Price Index equates to the allowance payable during the period beginning June **6, 2011**.

(e) Adjustment Procedure

In the event the Bureau of Labor Statistics does not issue the appropriate Index on or before the beginning of one of the pay periods referred to in Subsection (c), any adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.

No adjustments retroactive or otherwise shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance shall have been determined.

(f) Transfer of Portion of Cost-of-Living Allowance Into Base

Effective on the Effective Date, Two dollars **and three cents (\$2.03)** shall be added to the base hourly rate for each classification, including minimum and maximum rate for spread rate classifications. An equal amount of Two dollars **and three cents (\$2.03)** shall be deducted from the Two dollars and **thirteen cents (\$2.13)** cost-of-living allowance which was in effect immediately prior to that date, and thereafter the cost-of-living allowance shall be computed in accordance with Subsections (b), (c) and (d) of this Section.

Adjustments in the base rate used for the purpose of incentive pay calculation by reason of the portion of the cost-of-living allowance transferred to base hourly rates under this Subsection 4(f) shall be as agreed upon in local negotiations at those Company locations having incentive plans.

Section 5. Call-in Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work shall receive a minimum of four (4) hours' pay at the regular hourly rate, except in case of labor disputes or other conditions beyond the control of the local Management.

Section 6. Shift Premiums**(a) No. 3 (Afternoon) Shift**

A shift premium of five per cent (5%) of No. 3 shift earnings, including overtime premium, will be paid to employees working on the No. 3 (afternoon) shift.

(b) No. 1 (Midnight) Shift

A shift premium will be paid to employees working on the No. 1 (midnight) shift equal to ten per cent (10%) of No. 1 shift earnings, including overtime premium.

(c) Identification of Shifts

- (1) An employee whose scheduled shift starts on or after 7 P.M. but before 5 A.M. shall be deemed to be working the No. 1 (midnight) shift.
- (2) An employee whose scheduled shift starts on or after 5 A.M. but before 10:30 A.M. shall be deemed to be working the No. 2 (day) shift.
- (3) An employee whose scheduled shift starts on or after 10:30 A.M. but before 7 P.M. shall be deemed to be working the No. 3 (afternoon) shift.

Section 7. Daily Overtime Premium

Time and one-half will be paid for time worked over eight hours per day.

Section 8. Weekly Overtime Premium**(a) Amount**

Time and one-half will be paid for time worked over forty hours per week.

(b) Identification of Workweek

The workweek shall be deemed to commence with the No. 1 shift Monday and end one hundred sixty-eight (168) hours thereafter.

(c) **No. 1 Shift Saturday**

Except for employees working on necessary continuous seven-day operations, employees scheduled to work the No. 1 Shift (midnight) Saturday whose shift starts on Friday prior to midnight and who have not worked forty (40) straight-time hours in the workweek due to a contractual paid absence, will have such paid absence hours included in determining the forty (40) hours worked in (a) above.

Section 9. Saturday Premium

Time and one-half will be paid for time worked on Saturdays, except as otherwise provided in Section 12 of this Article and except for employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (a) an employee whose shift starts Friday and continues into Saturday, or (b) an employee who is assigned to work on No. 1 Shift (midnight) operations regularly scheduled to start with the No. 1 Shift (midnight) Tuesday. Schedules described in (b) of the preceding sentence shall not be employed subsequent to thirty (30) days after October 18, 1976 except by mutual local agreement. Employees described in (b) above shall receive time and one-half for time worked on the No. 1 Shift (midnight) Monday in lieu of Saturday premium.

Section 10. Sunday Premium

Double time will be paid for work on Sundays, except as otherwise provided in Section 12 of this Article.

Section 11. Holiday Premium

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

Section 12. Overtime Premiums — Seven-Day Operations

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

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

Section 13. Computation of Premium Time; Pyramiding

Premium payments shall not be duplicated for the same hours worked under any of the terms of Sections 7 through 12, inclusive, of this Article.

For purposes of computing daily overtime, a day shall be deemed to commence with the starting time of the employee's shift; provided, however, that daily overtime subsequent to a change in the employee's scheduled starting time, other than daily overtime accrued during the 24-hour period commencing with the prior starting time, shall be computed beginning with the new starting time.

Any hours for which an overtime premium has been paid pursuant to Article IX, Section 7, or a premium has been paid for work on Monday pursuant to Article IX, Section 9, or pursuant to Paragraphs 1 and 2 of Article IX, Section 12, shall be excluded from consideration in determining whether any premium payment shall be made for any other hour or part thereof.

Section 14. Computation of Working Time

As the machine equipment is installed in the various plants, the method of computing time will be changed from 15-minute (1/4 hour) to 6-minute (1/10 hour) periods.

Section 15. Medical Treatment During Working Hours — Time Allowance

An employee who suffers a work injury or contracts an occupational disease in the course of employment by the Company will be compensated for the working time lost on the day in question when approved by the designated representative of Management, should the employee leave work with permission of supervision and receive medical treatment during working hours. In addition, on the day of the work injury, employees requiring medical treatment beyond their scheduled work hours will be paid for such treatment time up to four hours at their **time and one half premium**, provided such employees present suitable evidence of the time spent in treatment. A claim that such approval has been improperly withheld may be processed through the Grievance Procedure.

Section 16. Temporary Assignment to Other Plant — Time and Expense Allowances

If an employee is assigned temporarily to work at a plant other than the one in which he regularly is employed, the following rules shall apply:

- (1) If on a day during which the employee is to perform a temporary assignment at another plant, he is required by the Company to report at his regular plant and proceed from there to his temporary

assignment, and/or to report back at his regular plant following the completion of his temporary assignment, he shall be compensated for the resultant time necessarily spent in traveling between the two plants as if it were time worked.

- (2) In any event, if the employee is required by the Company to spend a portion of the time during which he normally is scheduled to work in traveling to or from the plant to which he is temporarily assigned, he shall be compensated for such portion as if it were time worked.
- (3) If the assignment requires inter-city travel (except between cities in the same metropolitan area), the employee's necessary transportation fare shall be borne by the Company.

Nothing in the foregoing shall supersede or cancel any local agreement covering the same subject now in effect.

Section 17. Deduction of Overpayments

The Company will not deduct from an employee's pay amounts by which he may have been overpaid in previous pay periods.

This does not apply, however, to overpayments which are the result of clerical or mechanical errors in calculating an employee's pay, where such error is discovered and the employee **and Union are provided a written time stamped notification indicating the amount of the overpayments and the pay ending dates of the overpayments** within **thirty (30) days** of receipt of the erroneous pay. Deductions will be itemized on the employee's paycheck stub, pay envelope or equivalent record.

Section 18. Jury Duty Pay

Any seniority employee who is called to and reports for jury duty (including coroner's juries) will be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between (i) the employee's regular straight-time hourly rate, includ-

ing shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums (or in the case of incentive employees, their average straight-time hourly earnings, including incentive earnings, but excluding all other premiums, for the last four pay periods worked immediately preceding the week prior to the week in which the employee reports for jury duty; for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses). To receive payment under this Section, employees must give the Company prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to employees who, without being summoned, volunteer for jury duty.

Employees who are called to and report for an interview or an examination to qualify for selection to a jury will be considered to have performed jury duty and will qualify for jury duty pay if otherwise eligible as provided in the preceding paragraph of this Subsection.

A No. 1 (midnight) **or a No. 3 (afternoon)** shift employee will be excused from work on either the shift immediately preceding the jury service, or the shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work. **It is understood that any one day of jury service may not be used to excuse the employee for more than one shift.**

Employees who are called to and report for jury duty during a work day that is within the employee's scheduled vacation shutdown may request equivalent Excused Absence Allowance (EAA) hours for each day served (8 hours) provided the employee furnishes satisfactory evidence that jury duty was performed. At Alternative Work Schedule locations, the Excused Absence Allowance time

may be requested in increments of one regular shift for each regular work day served. It is understood that the vacation shutdown pay received will still be retained by the employee, but the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) will be deducted.

Section 19. Bereavement Pay

When death occurs in an employee's immediate family (i.e., current spouse; parent or stepparent; grandparent or great-grandparent; parent, stepparent or grandparent or great-grandparent of current spouse; child or stepchild; brother, half brother or stepbrother; sister, half sister or stepsister; grandchild) a seniority employee, on request, will be excused for any three (3) regularly scheduled days of work or any five (5) regularly scheduled days of work in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family (or for such fewer days as the employee may be absent) during the three (3) days or five (5) days in the case of the death of an employee's current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family (excluding Saturdays and Sundays, or, in the case of seven-day operations, excluding regular days off) immediately following the death provided the employee attends the funeral. After making written application therefore, the employee shall receive pay for any scheduled hours of work up to eight (8) per day for which the employee is excused (excluding Saturdays and Sundays, or, in the case of seven-day operations excluding regular days off) provided the employee attends the funeral. In the event the body of a member of the employee's immediate family is not buried in Continental North America solely because the death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived. Payment shall be made at the employee's regular straight-time hourly rate on the last

day worked (or, in the case of incentive employees, the employee's average straight-time hourly earnings, including incentive earnings, for the last four (4) pay periods worked immediately preceding the week prior to the week in which the absence commences) including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 20. Short-Term Military Duty Pay

An employee with one or more years of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (i) the employee's regular straight-time hourly rate on the last day worked (or, in the case of an incentive employee, the employee's average straight-time hourly earnings, including incentive earnings, for the last four (4) pay periods worked immediately preceding the week prior to the week in which the employee reports for military duty), including shift premium and seven-day operations bonus, where applicable, but excluding overtime and any other premiums, for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and (ii) the employee's daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this Section is limited to a maximum of fifteen (15) scheduled working days in any calendar year; except where the days of such active duty are the result of local states of emergency or riot, in which case they shall not be chargeable against the fifteen (15) scheduled working day maximum.

In order to receive payment under this Section an employee must give the Company prior notice of such

military duty and upon return to work must furnish the Company with a statement of the employee's military pay while on such duty.

Section 21. Seven-Day Operations Bonus

The following provisions will apply to employees working on forty (40) hour rotating schedules on necessary continuous seven-day operations:

An employee will be paid a bonus (if any is produced by the method of calculation set forth in this Section) to compensate for being so scheduled during any workweek (including a workweek in which such schedule happens to require an employee to work only Monday through Friday) equal to thirty-five cents (35¢), times the number of hours the employee has worked during such workweek, it being understood that, notwithstanding any other provisions of the Agreement:

- (1) such bonus will be included in computing holiday pay, bereavement pay, jury duty pay, vacation pay, short-term military duty pay, Sunday, or any other overtime premium pay;
- (2) such bonus will not be added to the base rate of any classification, and will not be taken into account in computing afternoon and night shift premiums, any incentive earnings, or in computing any other payment for hours not worked except as noted in (1) above;
- (3) such bonus will not be payable for any hours worked by an employee not working on a necessary continuous seven-day operation and on a forty (40) hour rotating schedule involving work on Saturdays, Sundays and holidays.

Section 22. Paid Holiday Plan

(a) General Eligibility Rules

Unless otherwise provided herein, employees who meet all of the eligibility rules below will be paid eight (8) hours' pay at their regular straight-time hourly rate including shift premium and seven-day operations bonus but excluding overtime premium for:

November 16, 2007	Veterans Day,
November 22, 2007	Thanksgiving Day,
November 23, 2007	Day After Thanksgiving,
December 24, 2007	Christmas Holiday Period,
December 25, 2007	Christmas Holiday Period,
December 26, 2007	Christmas Holiday Period,
December 27, 2007	Christmas Holiday Period,
December 28, 2007	Christmas Holiday Period,
December 31, 2007	Christmas Holiday Period,
January 1, 2008	Christmas Holiday Period,
January 21, 2008	Martin Luther King, Jr. Day,
March 21, 2008	Good Friday,
March 24, 2008	Day After Easter,
May 26, 2008	Memorial Day,
July 4, 2008	Independence Day,
September 1, 2008	Labor Day,
November 4, 2008	Federal Election Day,
November 14, 2008	Veterans Day,
November 27, 2008	Thanksgiving Day,
November 28, 2008	Day After Thanksgiving,
December 24, 2008	Christmas Holiday Period,
December 25, 2008	Christmas Holiday Period,
December 26, 2008	Christmas Holiday Period,
December 29, 2008	Christmas Holiday Period,
December 30, 2008	Christmas Holiday Period,
December 31, 2008	Christmas Holiday Period,
January 1, 2009	Christmas Holiday Period,
January 2, 2009	Christmas Holiday Period,
January 19, 2009	Martin Luther King, Jr. Day,
April 10, 2009	Good Friday,
April 13, 2009	Day After Easter,
May 25, 2009	Memorial Day,
July 3, 2009	Friday Before Independence Day,
September 7, 2009	Labor Day,
November 16, 2009	Veterans Day,
November 26, 2009	Thanksgiving Day,
November 27, 2009	Day After Thanksgiving,
December 24, 2009	Christmas Holiday Period,
December 25, 2009	Christmas Holiday Period,
December 28, 2009	Christmas Holiday Period,

December 29, 2009	Christmas Holiday Period,
December 30, 2009	Christmas Holiday Period,
December 31, 2009	Christmas Holiday Period,
January 1, 2010	Christmas Holiday Period,
January 18, 2010	Martin Luther King, Jr. Day,
April 2, 2010	Good Friday,
April 5, 2010	Day After Easter,
May 31, 2010	Memorial Day,
July 5, 2010	Monday After Independence Day,
September 6, 2010	Labor Day,
November 2, 2010	Federal Election Day,
November 15, 2010	Veterans Day,
November 25, 2010	Thanksgiving Day,
November 26, 2010	Day After Thanksgiving,
December 24, 2010	Christmas Holiday Period,
December 27, 2010	Christmas Holiday Period,
December 28, 2010	Christmas Holiday Period,
December 29, 2010	Christmas Holiday Period,
December 30, 2010	Christmas Holiday Period,
December 31, 2010	Christmas Holiday Period,
January 17, 2011	Martin Luther King, Jr. Day,
April 22, 2011	Good Friday,
April 25, 2011	Day After Easter,
May 30, 2011	Memorial Day,
July 4, 2011	Independence Day,
September 5, 2011	Labor Day,

The parties **also** agreed that eligible employees shall receive up to two (2) Family Days. Eligibility, scheduling, and payment for Family Days shall be as described in a Letter of Understanding on that subject dated **November 3, 2007**, and signed by the parties.

Employees must meet the following eligibility rules to receive holiday pay:

- (1) The employee has seniority as of the date of the holiday;
- (2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

(3) The employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday within the employee's scheduled workweek, except in the case of holidays which fall in the Christmas holiday period.

(i) In the case of the Christmas holiday period, in **2007**, starting December 24 through the following January 1, in **2008**, starting December 24 through the following January 2, in **2009**, starting December 24 through the following January 1, in **2010**, starting December 24 through the following **December 31, 2010** a seniority employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be ineligible for one (1) of the holidays for which he would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

(ii) Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 22, 2007

Sunday, December 23, 2007

Saturday, December 29, 2007

Sunday, December 30, 2007

Saturday, December 27, 2008

Sunday, December 28, 2008

Saturday, January 3, 2009

Sunday, January 4, 2009

Saturday, December 26, 2009

Sunday, December 27, 2009

Saturday, January 2, 2010

Sunday, January 3, 2010

Saturday, December 25, 2010

Sunday, December 26, 2010

Saturday, January 1, 2011

Sunday, January 2, 2011

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one (1) or more of the above days.

The foregoing provisions shall not apply to (1) employees assigned to seven-day operations; and (2) employees who perform work on Sunday which is a part of the No. 1 shift, Monday.

(b) Sunday Holiday

When any of the above enumerated holidays falls on Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

(c) Saturday Holiday

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

(d) Employee on Layoff or Sick Leave

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to, or during the workweek in which the holiday falls shall receive pay for such holiday. A seniority employee who is laid off during the second workweek prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling within the Christmas holiday period. Seniority employees on layoff or sick leave of absence when the holiday(s) occurs who return to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s).

A seniority employee who is laid off in a reduction in force and who qualifies for Christmas holiday pay as provided in this provision, and who also qualifies for Christmas holiday pay as provided in Appendix K Memorandum of Understanding Temporary Part-time Employees, will be provided the greater of the two Christmas holiday pay entitlements, but not both.

(e) Employee on Other Leave

If an otherwise eligible seniority employee is on an approved leave of absence (other than sick leave) of not more than 15 days (total duration, including any extensions) during which a holiday occurs, he shall receive holiday pay for such holiday. A seniority employee on a personal leave of absence which expires during a Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays in the Christmas holiday period which fall (1) after the final day of such leave, or (2) on and after the date he notifies his plant of his availability for work, whichever is later.

(f) Employee on Vacation

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled workweek because of such vacation, he shall be paid for such holiday. A seniority employee who requests and is granted a vacation which includes the last scheduled working day prior to a Christmas holiday period and who also requests and is granted a vacation which includes the first scheduled working day after such Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas holiday period, provided the employee works the scheduled working days immediately preceding and following his vacation when such scheduled working days are within the workweeks which include what would have been the employee's last scheduled working day before and first scheduled working day after the Christmas holiday period if he had not been on vacation.

(g) **Seven-Day Operations — Eligibility; Effect of Holiday Work**

Employees working on necessary continuous seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time.

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

(h) **Other Operations — Effect of Holiday Work**

Employees not working on seven-day operations who work any of the above holidays shall receive full holiday pay (if otherwise eligible) in addition to the premium payable in accordance with Section 11 of this Article.

(i) **Failure to Perform Holiday Work Assignment**

Employees who have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause acceptable to Management, shall not receive pay for the holiday.

(j) **Incentive Employees**

The hourly rate for an employee who is under an incentive plan during the week in which the holiday(s) falls shall be his average straight-time hourly earnings, including incentive earnings and shift premium, but excluding all other premiums for the last four pay periods worked immediately preceding the week prior to the week in which the holiday(s) occurs.

(k) **Effect of Unemployment Compensation**

If, for a week which includes one or more holidays which fall after December 23 but before the following January 3, an employee supplements his holiday pay for such holidays by claiming and receiving an unemployment compensation benefit or by claiming and receiving wait-

ing period credit, to which he otherwise would not have been entitled if such holiday pay had been treated as remuneration and considered disqualifying income for unemployment compensation, a deduction of the lesser of the following amounts will be made from the employee's earnings from the Company:

- (1) An amount equal to the employee's holiday pay for each week in question, or,
- (2) An amount equal to either the unemployment compensation paid to the employee for each week in question or the unemployment compensation which would have been paid to the employee for each week in question if it had not been considered a waiting period.

Section 23. Vacations — Eligibility Dates

Vacation eligibility dates shall be determined as follows:

(a) **15 or More Years' Seniority as of 12-1-50**

The eligibility date for an employee with fifteen or more years of seniority on December 1, 1950, shall be December 1.

(b) **Other Employees**

With respect to employees not covered by Subsection (a) of this Section, the eligibility date for an employee whose hire date falls after June 1, but not after December 1, shall be December 1; the eligibility date for an employee whose hire date falls after December 1, but not after June 1, shall be June 1.

(c) **Identification of "Hire Date"**

The hire dates referred to in this Section shall be those shown by the seniority records.

If an employee's seniority shall be broken and he subsequently shall be rehired, his eligibility date shall be determined on the basis of his rehire date as shown by the seniority records.

Section 24. Vacations — Amount; Eligibility Rules

(a) **General**

The amount of vacation to which an eligible employee shall be entitled shall be based on the employee's seniority and years of enrollment on the active employment rolls as of his eligibility date, and his weeks of enrollment on the active employment rolls and absences from his regularly scheduled work in the year period immediately prior to his eligibility date. Further references in this Section to weeks on the active employment rolls and to absences refer to those during such year period and exclude absences excluded from the absence count by Subsection (h).

(b) **One or More Year Employees**

- (1) An employee with one or more years of seniority on his vacation eligibility date
 - (i) who is enrolled on the active employment rolls of the Company for thirty-two (32) or more weeks, and
 - (ii) whose absences have not aggregated more than thirty-five (35) days, shall be entitled to a vacation during the vacation period as follows:

Years of Seniority	Years on Active Rolls	Vacation Entitlement
1 but less than 3	One year or more	2 weeks'-and 2 days vacation with 96 hours' pay
3 but less than 5	At some time in each of any 3 years	2-1/2 weeks' vacation with 100 hours' pay
5 but less than 10	At some time in each of any 5 years	3 weeks' vacation with 120 hours' pay

Years of Seniority	Years on Active Rolls	Vacation Entitlement
10 but less than 15	At some time in each of any 10 years	3-1/2 weeks' vacation with 140 hours' pay
15 but less than 20	At some time in each of any 15 years	4 weeks' vacation with 160 hours' pay
20 or more	At some time in each of any 20 years	5 weeks' vacation with 200 hours' pay

- (2) With the above rules of this Subsection for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment rolls of the Company less than thirty-two (32) weeks shall receive one-half of the vacation entitlement provided in Subsection (b)(1); except that an employee with one year but less than three years of seniority as of his eligibility date who is enrolled on the active employment rolls of the Company less than thirteen (13) weeks shall be entitled to no vacation.
- (3) An employee who meets all of the other eligibility requirements for a full vacation entitlement but whose absences have aggregated more than thirty-five (35) days shall have his entitlement reduced by one week, or forty (40) hours.
- (4) An employee with less than five years of seniority who has been enrolled on the active employment rolls of the Company less than thirty-two (32) weeks and has been absent more than thirty-five (35) days shall be entitled to no vacation.
- (5) An employee with five or more years of seniority whose vacation entitlement has been reduced because he has been enrolled on the active employment rolls of the Company for less than thirty-two (32) weeks shall not have his vacation entitlement further reduced because of the fact that he shall have exceeded thirty-five (35) days of absence.

(c) Less Than One-Year Employees

- (1) An employee with less than one year of seniority on his eligibility date
 - (i) who has seniority as of his first eligibility date, and
 - (ii) who is enrolled on the active employment rolls of the Company sixteen (16) or more weeks in the period from date of hire until his first eligibility date, and
 - (iii) whose absences in the period from date of hire until his first eligibility date have not aggregated more than seventeen (17) days, shall be entitled to a vacation of one (1) week during the vacation period with pay for forty (40) hours and two days Excused Absence Allowance (subject to the provisions of Article IX, Section 25 (c)) with pay for sixteen (16) hours.
- (2) With the above rules of this Subsection (c) for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment rolls less than sixteen (16) weeks shall be entitled to one-half week vacation with pay for twenty (20) hours and two days Excused Absence Allowance (subject to the provisions of Article IX, Section 25 (c)) with pay for sixteen (16) hours.

(d) Effect of Workers' Compensation Payments and of Holiday Pay

- (1) A seniority employee who receives workers' compensation payments while on an approved medical leave of absence will be credited with one week on the active employment roll for each week they are on medical leave of absence and receive workers' compensation payments if:
 - (i) The employee would have otherwise been scheduled to work during such week, and
 - (ii) The employee worked at least three (3) days in a work week during the employee's eligibility year.
- (2) A laid off employee who receives holiday pay will be credited with one week on the active employment roll for the week in which the holiday falls.

(e) Equivalence of Active Employment**(1) Military Service**

Solely for the purpose of applying Subsections (a) through (c) of this Section, the time during which an employee was not on the active employment rolls of the Company by reason of service with the Armed Forces of the United States will be deemed equivalent to enrollment on the active employment rolls of the Company following his reinstatement on such rolls after such service in determining the amount of vacation for which he is eligible.

(2) Union Leave of Absence

Solely for the purpose of applying Subsections (a) and (b) of this Section, entire year periods during which an employee with one or more years of seniority was not on the active employment rolls of the Company due to a Union leave of absence pursuant to Article VIII, Section 31(a) will be deemed equivalent to years of enrollment on the active employment rolls of the Company following his reinstatement on such rolls in determining the amount of vacation for which he is eligible.

(f) Employees Off Rolls on Eligibility Date**(1) Reinstated in Following Year**

Employees who are off the employment rolls on their eligibility date and who are reinstated during the ensuing year will be entitled to a vacation provided they are eligible for vacation benefits in conformity with the rules described in Subsections (a) through (c) of this Section.

(2) Not Reinstated in Following Year

Except as otherwise provided in the next paragraph, employees who are off the employment rolls due to (i) a reduction in force, or (ii) being placed on medical leave expired or medical layoff on their eligibility date and who are not recalled or who do not return to work from such medical absence during the ensuing year, will be entitled at the end of such ensuing year to a proportional amount of vacation benefits. Such employees' vacation will be based

upon their employment during the vacation period in which they were laid off or placed on medical leave expired or medical layoff. Payment to such employees will be equivalent to one-twelfth of the full vacation benefits they would have been entitled to if they had continued to be enrolled on the active employment rolls until their next eligibility date for each full calendar month they were on the active employment rolls since their last previous vacation eligibility date.

Seniority employees covered by Subsection (c) of this Section who are off the rolls due to (i) a reduction in force, or (ii) being placed on medical leave expired or medical layoff on their eligibility date and who are not recalled or who do not return to work from such medical absence during the ensuing year, will be entitled at the end of such ensuing year to a proportional amount of vacation benefits. Such employees' vacation will be based upon their employment during the vacation period in which they were laid off or placed on medical leave expired or medical layoff. Payment to such employees will be equivalent to one-sixth of the full vacation benefits which they would have been entitled to if they had continued to be enrolled on the active employment rolls until their next eligibility date for each full calendar month they were on the active employment rolls since their dates of hire.

(3) Reinstatement Following Military Service

Any employee who by reason of service with the Armed Forces of the United States is not on the active employment rolls of the Company in the year immediately prior to his vacation eligibility date, but is reinstated on such records as a full-time employee during the ensuing year, shall be entitled to vacation benefits for the vacation period during which he is reinstated in accordance with the following:

- (i) If he is reinstated during the first half of such ensuing year, he shall be entitled to the full amount of such vacation benefits as he would have been entitled to had he been enrolled as a

full-time employee on his eligibility date for such vacation period.

- (ii) If he is reinstated during the last half of such ensuing year, he shall be entitled to one-half of the amount of vacation benefits he would have been entitled to had he been enrolled as a full-time employee on his eligibility date for such vacation period.

(g) **Retiring Employees; Employees Laid Off in Plant Closing; Employees Entering Armed Forces; Deceased Employees**

- (1) In the case of a seniority employee covered under Subsections (a) and (b) of this Section, who (i) is retired under the provisions of Section 3 of the Retirement Agreement or retires under the normal or early retirement provisions of the Retirement Plan, or (ii) is laid off as a result of the closing of the plant at which he worked, or who, after his vacation eligibility date on or after October 25, 1967, either (iii) enters the Armed Forces of the United States or (iv) dies, a vacation benefit shall be paid upon his retirement, layoff, entering the Armed Forces, or death in a proportional amount based upon his employment during the vacation period in which he is so retired or so laid off or enters the Armed Forces or dies, equivalent to one-twelfth of the full vacation benefits which he would have been entitled to if he had continued to be enrolled on the active employment rolls until his next eligibility date for each full calendar month he has been on the active employment rolls since his last previous vacation eligibility date.
- (2) Vacation payments on the same basis as set forth in Paragraph (1) of this Subsection shall be made to any employee retired for total and permanent disability under the provisions of Article IV, Section 3, of the Retirement Plan, except that eligibility for, and computation of the vacation benefit provided for in this paragraph shall be determined on the basis of his last day worked, rather than his retirement date.

- (3) In the case of a seniority employee covered under Subsection (c) of this Section whose hire date is after December 1, 1967, a vacation benefit shall be paid upon his layoff as a result of the closing of the plant at which he worked, his entering the Armed Forces of the United States or his death in a proportional amount based upon his employment during the vacation period in which he is so laid off, entered the Armed Forces or died, equivalent to one-sixth of the full vacation benefits he would have been entitled to if he had continued to be enrolled on the active employment rolls until his first eligibility date for each full calendar month he has been on the active employment rolls since his date of hire.
 - (4) In the case of a deceased employee, the vacation benefits provided under this Subsection shall be paid to the estate or, if permitted by local law, to the next of kin.
 - (5) Payments under this Subsection shall be computed as of the employee's last day worked in the manner set forth under Subsection (i) (1) or (2) of this Section.
 - (6) If a retired employee, such laid off employee, or an employee entering the Armed Forces who has received a vacation benefit pursuant to this Subsection is re-employed and becomes eligible for vacation under the other provisions of this Section, on the eligibility date following his retirement, layoff, or entering the Armed Forces, such vacation shall be reduced by the amount of the vacation benefit received under this Subsection.
- (h) **Time Excluded from Absence Count**
- (1) When employees are absent from their regularly scheduled work because of work injury, occupational disease, leave of absence for reserve military training, Union Leave of Absence pursuant to Article VIII, Section 31(a), or Family and Medical Leave Act leave to care for the employee's qualified family members with a serious health condition, or because of the birth of an employee's child or placement of a child with the employee for adoption or foster care, such

absent time will not be counted in computing the thirty-five (35) days of absence.

- (2) When employees are absent from their regularly scheduled work because of sickness three (3) consecutive working days or more, but not to exceed ninety (90) accumulated days in one year, and who furnish acceptable proof of such sickness to the Company Medical Department within two (2) weeks following their return to work, such absent time will not be counted in computing the thirty-five (35) days of absence.

Unless the Company Medical Department rejects the submitted proof of illness within two (2) weeks following its submission by employees, it will automatically be considered valid.

Disputes as to validity may be subject to the Grievance Procedure.

- (3) In the case of any employee who is a veteran by reason of service with the Armed Forces of the United States, whether reinstated or hired by the Company, absences from work by reason of either
- (i) hospitalization at Government expense for a service-connected disability, or
 - (ii) treatment as an out-patient by a hospital at Government expense for a service-connected disability,

will be regarded as sickness under the provisions of Paragraph (2) of this Subsection, provided, however, that such absence need not be for three (3) consecutive working days.

(i) Vacation Rate of Pay

- (1) Except as otherwise provided in this Subsection, vacation pay will be computed at the employee's regular straight-time hourly rate, inclusive of shift premium and seven-day operations bonus, where applicable, but exclusive of overtime and any other premiums, on the date the vacation begins.

- (2) For employees under an incentive plan, the hourly rate to be used will be their average straight-time hourly earnings, including incentive earnings, shift premium and seven-day operations bonus where applicable, but excluding all other premiums, for the last four pay periods worked immediately preceding the week prior to the week in which the vacation commences.
- (3) If on the date an employee's vacation pay is computed, the employee is temporarily employed at a wage rate lower than that at which the employee is regularly employed and which the employee received during the major portion of the preceding year, the hourly rate for the computation of vacation pay shall be the latter rather than the former.

Disputes under this Subsection may be considered under the Grievance Procedure of the Agreement.

Section 25. Vacations — Scheduling

(a) Vacation Period

- (1) The vacation period for an employee with a December 1 eligibility date shall begin on December 1 and end on November 30 of the next year.
- (2) The vacation period for an employee with a June 1 eligibility date shall begin on June 1 and end on May 31 of the next year.

(b) Vacation Time Off Procedure

Management recognizes the importance of providing vacation time off, in a manner that maintains efficiency of operations while giving due consideration to the desires of employees.

Management will discuss with the Local Union representatives no later than February 1 Management's decision that: (i) employees will be given vacation time off from the job through a normal vacation scheduling program consistent with the need for maintaining efficient operations or (ii) a plant vacation shutdown will be scheduled during prime vacation time. If subsequent to February 1, Management decides that a plant vacation shutdown should be scheduled, such shutdown can be scheduled

only by mutual agreement between the local Management and the Local Union.

In the event Management selects the option of a plant vacation shutdown, the Union will be advised no later than April 1 as to the specific shutdown period and also which employees have been selected to work during the shutdown period consistent with good employee relations and efficiency of operations. Employees selected to work during such shutdown will be given vacation time off from the job through a normal vacation scheduling program during periods other than the shutdown period.

Separate and apart from the vacation shutdown, the practice for granting vacation requests, using Form 2611 (Vacation/Excused Absence Pay Requests), will remain unchanged. Approved vacation time off will not be canceled or changed without the consent of the employee.

(c) **Excused Absence Allowance**

An employee may use up to one (1) week (40 hours) of his vacation provided under Subsection (b) of Section 24, as limited below, in units of no less than one-half day periods (4 hours), with pay at his basic hourly rate, as specified in Article IX, Section 24(i), on the date each such period of vacation shall begin, for any of the following purposes:

- (1) Excused absences because of his illness for which he does not receive accident and sickness insurance benefits,
- (2) Absences excused by the Company because of any personal reason, or
- (3) Additional scheduled vacation time immediately prior to or following his other vacation time.

Absences under (2) above will be excused provided that:

- (a) the employee makes written request on a form provided by the Company at least one week in advance of the requested day; (b) there will be no adverse impact on the operations involved and if more than one employee is requesting the same day this will be taken into consideration in determining the operational impact; and
- (c) if more employees working for the same supervisor

request the same day off than can be accommodated, the employee(s) who requested first will be granted the day off.

The part of his vacation that an employee may use for excused absences under purposes (1) and (2) above shall not exceed one week (40 hours). In the event his absences exceed 35 days or his weeks of enrollment are less than 32 as used for determining vacation eligibility, the part of his vacation that he may so use shall not exceed one-half week (20 hours).

(d) **Right to Deny Vacation**

Management shall have the right to deny vacation, upon payment of vacation pay as provided in Section 26 of this Article, if in its judgment the exigencies of production so require.

Section 26. Pay in Lieu of Vacation

(a) **Employee Denied Vacation**

If by the last day of any vacation period an eligible employee has not received his proper vacation, the Company shall pay him a lump sum as vacation pay in lieu of such vacation, the sum to be computed as the amount to which the employee would be entitled if his vacation were to begin on the last day of vacation period.

(b) **Terminated Employee**

An employee whose services are terminated for any reason on or after the date upon which he becomes entitled to a vacation and before he has received a vacation shall be paid a lump sum in lieu of vacation computed as the amount to which he would be entitled if his vacation were to begin on the day on which his employment was terminated.

Section 27. Insurance

(a) **The Insurance Program**

For the duration of this Agreement, the Insurance Program shall be that which is attached hereto, hereinafter referred to as the "Program."* It consists of two parts, each negotiated by the Company and the Union

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

and made a part of this Agreement, one known as “Group Life and Disability Insurance” and one known as “Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages” or “H-S-M-D-D-V Program.”

(b) **Financing**

The Company will make the payments or contributions (collectively “contributions”) due from it for the Program in respect to insurance premiums, subscription rates, administrative services only arrangements or other arrangements, in accordance with the terms of the Program. The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program, except as otherwise may be required by the Employee Retirement Income Security Act of 1974 (ERISA). The Company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

(c) **Administration**

The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverages and to fulfill any other obligations specifically required in this Section 27 or in the Program.

(d) **Named Fiduciary and Allocation of Responsibilities**

Pursuant to ERISA, the Company shall be the sole named fiduciary with respect to the Program and, except as otherwise specifically provided in this Program, shall have authority to control and manage the operation and administration of the Program.

The Board of Directors of the Company shall have the authority on behalf of the Company to approve Program amendments except that the **Senior** Vice President-General Counsel, **Group** Vice President-**Corporate** Human Resources and **Labor Affairs** and **Executive Vice President**-Chief Financial Officer are designated to approve Program additions, deletions and modifications

on behalf of the Company to the extent deemed necessary or appropriate under ERISA.

Except as otherwise provided in this Section or in the Program, the **Group Vice President-Corporate Human Resources and Labor Affairs** and **Executive Vice President-Chief Financial Officer** are designated to carry out the Company's responsibilities with respect to the Program. The **Group Vice President-Corporate Human Resources and Labor Affairs** and **Executive Vice President-Chief Financial Officer** may allocate responsibilities between themselves and may designate other persons to carry out specific responsibilities on behalf of the Company.

In the event of a change in a designed officer's title, the officer or officers with functional responsibility for the Program shall have the authority to the extent described in this subsection.

Any Company director, officer or employee who shall have been expressly designated pursuant to the Program to carry out specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Program and may employ one or more persons to render advice with regard to any responsibility such director, officer or employee has under the Program.

(e) **Exclusion from Umpire's Powers**

The Umpire shall have no jurisdiction over any matter arising under this Section 27 or under the Program.

(f) **Effective Dates**

- (1) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective **November 3, 2007**.
- (2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective **November 3, 2007**, with respect to employees then at work, and on the first day worked there-after with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the

Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the date each such employee was last actively at work.

- (3) For those to whom they become applicable, the provisions of the Program shall be used in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

Section 28. Moving Allowances

(a) Eligibility

An employee who is on the active employment roll on or after September 1, 1961, shall be eligible for a Moving Allowance if he/**she** is thereafter offered and accepts a transfer from one Plant of the Company (hereinafter called **the** original Plant) to another Plant of the Company (hereinafter called **the** new Plant) if:

- (i) **the** new Plant is at least fifty (50) miles distant from **the** original Plant and
- (ii) he/**she** files an application for a Moving Allowance not later than six months after the first day he/**she** worked at **the** new Plant and has not applied for a Separation Payment under the Supplemental Unemployment Benefit Plan.

(b) When employees are relocated, they will be given a choice from the following Relocation Packages:

(1) Option 1-Enhanced Relocation:

Employees will receive a Relocation Allowance up to a maximum of \$30,000, \$6,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of \$16,000 will be paid to the employee at the new location.

In addition, spousal relocation assistance will be provided.

After one (1) year of employment, employees may receive \$8,000 if they continue to be employees of the new location.

Employees who are placed in accordance with Appendix N and accept the Enhanced Relocation Allowance will not be eligible to initiate another in zone or out of zone transfer as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected. In the event the plant has employees on permanent indefinite layoff or placed on Protected status with no likelihood of recall into the active workforce, the 36 month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other Ford locations and, therefore, not be eligible for recall/rehire or Return to Basic Unit.

Detailed information regarding payments and other Relocation Help Services regarding the Enhanced Relocation Allowance will be made available to employees.

(2) Option 2-Basic Relocation:

Employee will receive Relocation Allowance in the amount of \$4,800.

The employee who accepts the Basic Relocation Option will be eligible to apply for return to Basic Unit as provided in Article VIII, Section 1(b)(ii), after working at the plant of relocation for a period of six (6) months or upon indefinite layoff from the plant of relocation.

Section 29. Application of Increases to Incentive Plans

Adjustments in the base rate used for the purpose of incentive pay calculation by reason of the wage increases provided in this Agreement shall be agreed upon in local negotiations at those Company locations having incentive plans.

ARTICLE X**MISCELLANEOUS****Section 1. Union Bulletin Boards**

In plants or Units covered by this Agreement the Company will erect bulletin boards in suitable places mutually agreed upon, to be used solely by the Union for posting the following notices, except that additional notices may be posted by mutual consent.

Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments and results of Union elections pertaining to the local plant.
3. Notices of Union meetings and educational classes.

The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

Section 2. Badges and Insignia**(a) Plant Protection Employees**

All Plant Protection employees shall conspicuously wear insignia to clearly distinguish them from other employees.

(b) Hourly-Rated Employees

All hourly-rated employees shall wear their badges conspicuously displayed on their outer clothing while on Company premises.

Section 3. Use of Supervisors on Development Work

Whenever it becomes necessary to develop or perfect a new mechanical process or job, it is agreed that the Company may use Supervisor or Assistant Supervisor for such purpose if a regular employee is not displaced thereby.

Section 4. Health and Safety

The Company shall have the obligation to continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Local Management is responsible for implementing these provisions at each location with the objective of maintaining a safe and healthy work environment. The Union shall cooperate with the Company's efforts to carry out its obligations.

The Company shall provide protective devices, including gloves, wristlets, pads, mitts or other special kind of wearing apparel which it requires employees to wear as a safety measure, and any other equipment necessary to protect the employees from injury and sickness.

Section 5. Smoking

Areas which the Company considers as unsafe for smoking will be so designated and smoking will not be permitted in such areas.

In undesignated areas smoking on the job will be permitted.

Section 6. Lunch Periods**(a) Length of Period**

A lunch period of thirty (30) minutes shall be allowed to employees not eating on Company time, except where different periods may now be in effect or may hereafter be agreed to locally, and provided that the Company may reasonably alter the length of this period in abnormal or unusual situations.

(b) Scheduling

The Company shall schedule each employee's lunch period at a regular time except on operations where it finds that regular scheduling is not feasible, and will avoid requiring an employee to take his lunch period at another time except where it has a particular need for the employee's services during that period. Where time permits, the employees affected will be notified well in advance of such change.

Except in emergencies, an employee's regular lunch period shall not be advanced or delayed by more than one hour unless the employee agrees to such change.

Section 7. Reporting Absences

A system shall be established which will permit an employee to verify the fact that he has notified the Company by telephone of his inability to report for work.

Section 8. Local and Supplementary Agreements

All local, supplementary or other agreements which were not covered by the notice of desire to amend, modify or terminate given by either party, or any Local Union Unit or Management are reinstated and such reinstated agreements and all new local, supplementary or other agreements which were reached during the negotiations immediately preceding the date of this Agreement shall continue in effect subject to the terms thereof for the duration of this Agreement.

It is agreed that it may be beneficial for Local Unions and local Managements to consider and implement innovative programs, pilot projects, experiments or other changes to promote human resources development, enhance competitiveness, 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 this 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 Labor Affairs of the Company and the National Ford Department of the Union. Such changes would be effective only at the location(s) specifically designated.

Section 9. Equal Application of Agreement

- (a) In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, national origin, age, sex, sexual orientation, union activity, religion, or against any employee with disabilities.
- (b) In an effort to make the Grievance Procedure a more effective instrument for the handling of any claims of discrimination, special effort shall be made by the representatives of each party to raise such claims where they exist, and at as early a stage in the Grievance Procedure as possible. If not earlier, a claim of discrimination shall be stated at least in the Third Stage Grievance, as provided in Article VII, Section 4 of this Agreement. The Bargaining Chairperson or his designated representative, before deciding whether to take the grievance to the Plant Review Board, may refer the grievance to the Chairperson of the Civil Rights Committee of the Local Union for a factual investigation and report. The member of the Civil Rights Committee designated by the Chairperson to investigate the grievance shall not receive pay from the Company for time spent on such activity. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

Section 10. Waiver of Bargaining During Contract Term

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 11. Partial Invalidity of Agreement

- (a) In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.
- (b) If any legal proceeding to which Ford Motor Company or the Union is a party invalidates or makes unenforceable any provision of this Agreement, and either party believes that revision of the provision to conform to legal requirements would be preferable to having it remain invalid or unenforceable, the National Ford Department and Labor Affairs shall discuss such possible revisions. If, as a result of these discussions, any revisions are made to this Agreement, such revisions will become effective immediately and be in effect for the duration of the Agreement without being conditioned upon ratification by the Union.

Section 12. Recasting of Agreement

The National Ford Department of the Union and Labor Affairs of the Company shall be authorized to rearrange, simplify, and clarify the language of the present Agreement to facilitate its use as a working document; but not to change in any way its substance or meaning.

When both the National Ford Department and Labor Affairs are satisfied that they have a revised version of the Agreement which meets the foregoing standards,

they are authorized to substitute the revised form of the Agreement for this present form of the Agreement, but only upon the understanding that if any disputes should develop later concerning the meaning or intent of any of the terms of such revised Agreement, reference shall be made back to the Agreement in its present form for the purpose of resolving such disputes.*

ARTICLE XI

DURATION OF AGREEMENT

Section 1. Ratification of Agreement

This Agreement shall become effective on the first Monday after receipt by the Company from the Union of written notice that this Agreement and the other agreements executed by the parties as of the date thereof have been ratified by the Union. Said other agreements executed by the parties as of the date thereof, which must be ratified and become effective as a condition of this Agreement becoming effective, are the following:

Skilled Trades Supplemental Agreement, Agreement Concerning Retirement Plan, Agreement Concerning Supplemental Unemployment Benefit Plan, Agreement Concerning Profit Sharing Plan, Agreement Concerning Tax-Efficient Savings Plan for Hourly Employees, and the UAW-Ford Legal Services Plan for UAW-Represented Hourly Employees.

Section 2. Expiration Date

This Agreement and related supplemental agreements shall continue in full force and effect until 11:59 p.m. September 14, **2011**.

* This Agreement in its present form represents a rearrangement, without substantial revision in language, developed and approved pursuant to this Section.

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

This Agreement shall continue in effect for successive yearly periods after September 14, **2011**, unless notice is given in writing by either party at least sixty (60) days prior to September 14, **2011**, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is given, this Agreement shall be open to modification, amendment or termination, as such notice may indicate, on September 14, **2011**, or the subsequent anniversary date, as the case may be.

Section 4. Addressing of Notices

Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International Union, United Automobile Workers of America, 8000 East Jefferson Avenue, Detroit, Michigan, 48214, or to such other address as the Union shall furnish to the Company, in writing; and, if to the Company, to Ford Motor Company, Dearborn, Michigan, 48121-1899, or to such other address as the Company shall furnish to the Union, in writing.

* * * * *

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

FORD MOTOR COMPANY

William C. Ford, Jr.
Alan R. Mulally
Mark R. Fields
Joe W. Laymon
Martin J. Mulloy
Joseph R. Hinrichs
William P. Dirksen
Livio Mezza
Keith A. Kleinsmith
Jack L. Halverson
Ken Macfarlane
Ken Williams
Anu C. Goel
Elizabeth A. Peacock

Jim Larese
James E. Brown
Richard J. Krolikowski
Ted A. Stawikowski
Gregory M. Stone
Gregory M. Aquinto
Richard D. Freeman
Stephen M. Kulp
Brian L. Warren
Mary R. Anderson
William J. Rooney, Jr.
Bridgette M. Morehouse
Eric E. Cuneo

UAW

International Union
Ron Gettelfinger
Bob King
Wendy Fields-Jacobs
Garry Mason
Dave Curson
Chuck Browning
Joseph Carter
Dan Brooks
Joe Gafa

National Ford Council
Joel Goddard, Subcouncil #6
Mike Abell, Subcouncil #2
Jeff Washington, Subcouncil #2
Bernie Rieke, Subcouncil #1
Davine El-Amin Wilson, Subcouncil #1
Dave Berry, Subcouncil #2
Chris Crump, Subcouncil #3
Chris Viscomi, Subcouncil #3
Charlie Gangarossa, Subcouncil #4
Tim Levandusky, Subcouncil #4
Jeff Terry, Subcouncil #5
Johnny Verellen, Subcouncil #5
Jodey Dunn, Subcouncil #6
Dave Rogers, Subcouncil #7

APPENDIX A**ASSIGNMENT AND AUTHORIZATION FOR
CHECK-OFF OF MEMBERSHIP DUES***

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

To my employer:

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

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

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

Signed _____

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

APPENDIX B

FIVE-DAY NOTICE

Our records show that it has been five or more working days since you last worked. If you do not, within 5 working days (excluding Saturdays, Sundays and Holidays) from the above date, either report to the Employment Office for work or give a satisfactory reason for your absence to the Employment Office in writing or by telephone*, your employment will be terminated and you will lose your seniority (unless it is impossible for you to comply with the above). If you are unable to work because of illness or injury, and so report to the Employment Office within the time stated above, you will be granted a sick leave of absence to cover the period of your disability upon presenting satisfactory evidence thereof.

To telephone, call _____ Ext. _____

* Request call-in code number.

APPENDIX G**MERIT INCREASE AGREEMENT**

Ford Motor Company, hereinafter referred to as the "Company," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the "Union," enter into this Agreement superseding the Agreement on the same subject entered into in February, 1944:

- (1) This Agreement embodies the plan for making merit increases and the procedures which shall govern the making of merit increases in all of the United States plants and branches of the Company and covers all classifications and occupations carrying spread rates. It does not apply to increases which are the result of reclassifications.
- (2) Increases between the minimum and maximum rate for any occupation or classification shall be based upon the merit and ability of the employee involved.
- (3) Except as provided in the next paragraph, a merit increase shall be in the amount equal to one increment between the minimum and maximum of the spread rates. An increase is defined for purposes of this Agreement as 5¢ per hour or such other amount as results from the application to base hourly rates of percentage increases, whichever is greater.
- (4) An employee having special merit and ability may receive special consideration for a merit increase in the amount of two increments. In determining whether an employee merits special consideration, the Company shall take into account the employee's background in the occupation at which he is working.
- (5) No employee shall receive a merit increase before the expiration of at least sixty days from the date his last preceding merit increase went into effect.
- (6) Merit increases will be considered upon recommendation by the employee's Supervisor on a form to be provided for such purpose. Such form shall be presented to a Wage Analyst or individual assigned a Wage Analyst's duties. All copies of the form shall be initialed by

the Wage Analyst, or person acting as Wage Analyst, and be dated by him when he is presented with such form. Two copies of the form shall be retained at the Supervisor's desk, one of which shall be available to the Unit or Building Chairperson, as the case may be, and shall be for the information of the Committeepersons. The effective date of increase, if finally approved, will be a date no later than the first day of the second pay period following the Wage Analyst's initialed date shown on the form.

- (7) The Wage Analyst shall have no authority to review the merit of any employee for whom a merit increase has been recommended and approved, but shall have the right to determine whether or not the employee for whom an increase has been recommended is actually working in the classification concerned and that the recommended increase meets the other eligibility requirements. Determination by the Wage Analyst under this paragraph shall be subject to the Grievance Procedure provided in the Collective Bargaining Agreement.

This Agreement shall become effective concurrently with the new Collective Bargaining Agreement which replaced the Collective Bargaining Agreement dated September 20, 1958.

APPENDIX H**MEMORANDUM OF UNDERSTANDING
VOLUNTARY OVERTIME****Introduction**

The parties recognize that the operations of the Company are highly integrated. An interruption at one stage of the production process, whether during the regular workday, workweek, or overtime or other premium hours, can cause costly interruptions of the process. Thus regular attendance not only on straight-time, but during overtime periods as well is essential.

It is recognized that employees should be able to exercise discretion concerning the acceptance of certain overtime assignments consistent with the needs of the Company. It is also recognized that Management needs sufficient notice of employee availability to work in order to plan efficient operations.

The provisions of this Memorandum of Understanding represent an accommodation between the needs of the Company and the desire of individual employees for an option to decline overtime work assignments.

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

Except as otherwise provided in Part B hereof:

1. Daily Overtime

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

2. Saturday Overtime

Employees may be required to work Saturdays; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided (a) the employee shall have notified the Company in accordance with Paragraph 16, and (b) the employee has not been absent

for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any day during the week preceding the Saturday. Absences excluded under 25(c) above must be approved in advance. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (i) an employee whose shift starts Friday and continues into Saturday, or (ii) an employee who is assigned to work on No. 1 Shift (midnight) operations regularly scheduled to start with the No. 1 Shift (midnight) Tuesday.

3. **Sunday Overtime**

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

4. **Daily and Saturday Overtime — Car and Truck Assembly Plants and Tractor Assembly Operations**

Notwithstanding Paragraphs 1 and 2, above, the following procedure shall govern employees in the car and truck assembly plants and in the tractor assembly operations, except as otherwise provided in this Memorandum of Understanding.

- (a) Management shall have the right to designate, during a model year period, beginning at the completion of the model launch exemption period stated in Paragraph 9, below, and ending two weeks preceding the

announced model build-out date, six Saturdays as nonvoluntary overtime workdays. All other Saturdays are voluntary, except as otherwise provided in this Memorandum of Understanding, and employees may decline to work any other Saturday during such model year, provided (a) he shall have notified the Company in accordance with Paragraph 16 and (b) he has not been absent for any reason on any day during the week preceding any Saturday which he elects not to work.

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

5. Employees Working on Necessary, Continuous Seven-Day Operations

Notwithstanding Paragraphs 1 through 3 inclusive, employees on necessary, continuous seven-day operations shall be governed by the following:

- (a) Daily Overtime — Hours in excess of nine (9) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding for an employee who shall have notified the Company in accordance with Paragraph 16.
- (b) First Regularly Scheduled Day Off in the Workweek — Employees may be required to work one of their regular days off in a workweek; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked one regular day off in two (2) or more consecutive weeks may decline to work one regular days off in the following (third) week provided (1) the employee shall have notified the Company in accordance with Paragraph 16, and (2) the employee has not been absent for any reason (excluding absences for which pay is received under Article IX, Sections 18, 19, 22 and 25(c)) on any of the five preceding regularly scheduled days of work. Absences excluded under 25(c) above must be approved in advance.

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

6. Exempt Operations

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

7. Emergencies

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

8. Critical Plants

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

* Any breakdown is to be considered justification for suspending the limitations on the Company's right to require overtime work for purposes of correcting the breakdown itself; the Company's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

- (b) The Company may, from time to time, designate plants or parts of plants as critical, provided, however, that fifteen (15) days prior to making such designations, it will inform the National Ford Department of the International Union, which will indicate its objections, if any, to a plant or plants being so designated.
- (c) Any plants or part thereof that the Company designates as critical, shall, for a period of ninety (90) days after it is so designated, be exempt from the provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or on Saturdays or Sundays or entitle employees to decline to work at such times.

9. Changeover or Model Change

- (a) The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays or Sundays shall be ineffective in each of the car and truck assembly plants, and tractor assembly operations (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing; provided, however, the above mentioned provisions may be ineffective for up to two (2) additional weeks, provided the Company gives advance notice of supply or other problems which would interfere with the build-out, and (b) for the week in which it launches, i.e., after the build-out, frames the first unit of a new model, and for three (3) weeks thereafter or until the line speed reaches scheduled production, whichever is later.
- (b) Said provisions shall likewise be ineffective during model change time each year in plants other than car and truck assembly plants, or tractor assembly operations for periods to be designated by plant Management that shall not exceed, in the aggregate, four (4) weeks. Local Unions will be advised in advance of such designated periods.

10. New Plants, New Car or Truck Line Programs or New Shifts

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require daily overtime work or work on Saturdays or Sundays shall be ineffective:

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

11. Concerted Activity

- (a) Any right to decline daily overtime or Saturday or Sunday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall, in addition to subjecting him to discipline, nullify for one month (not including the periods mentioned in Paragraph 9, above) his right to decline overtime.
- (b) The Company shall have the right to suspend for a period of two weeks (not including the periods mentioned in Paragraph 9, above) as to an affected plant the provisions of this Memorandum of Understanding that entitle employees to decline to work daily overtime or Saturdays or Sundays in each event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturdays or Sundays that they have not declined as herein provided or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a plant or department or on a Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the Company's experience under this Memorandum of Understanding can reasonably lead it to expect, such evidence should be carefully considered by the impartial Umpire in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons. The Union shall have the right to specially submit to the impartial Umpire pursuant to Article VII, Section 9 any claim that the Company has acted wrongly in suspending the provisions of this Memorandum of Understanding as to

employees or a plant. If the Umpire sustains the Union's claim, the Company shall, within 60 days of the date of the Umpire's award, give each affected employee the right to decline overtime work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

12. Local Option

Nothing in this Memorandum of Understanding shall make ineffective any local past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Local Union and the plant Management. Local Unions and plant Managements may (i) continue in effect such practices or agreements as are now in effect, or (ii) comply with the terms of this Memorandum of Understanding, or (iii) agree from time to time to suspend the terms of this Memorandum for a fixed period of time during which period production employees (non-Appendix F) shall be governed solely by the provisions of Article IV, Section 6, excluding any reference therein to Appendix H, except for this subparagraph.

13. Work Force Supplementation

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

- (a) Temporary part-time employees may be hired in accordance with the terms of the Memorandum of Understanding — Temporary Part-Time Employees, but shall not be entitled to Saturday or Sunday premium pay, except as required by law, until they are qualified to perform the work to which they are assigned, or for fifteen (15) working days, whichever is sooner.
- (b) Nothing herein shall preclude a plant from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of said plant may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays);

provided, however, that work performed on Saturday or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance with the National Ford Department of the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Local Union and the plant Management.

14. Legal Prohibitions

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

15. SUB

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

16. Notice

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

**PART B. SKILLED TRADES (APPENDIX F)
EMPLOYEES**

Appendix F (Skilled Trades) employees in any bargaining Unit may elect, as a group, to have their overtime assignments governed by one of the following four mutually exclusive optional provisions.

1. Continuation of Current Overtime Provisions

Overtime assignments shall be governed solely by (a) Article IV, Section 6, excluding any reference to Appendix H except for this paragraph, (b) the Sunday Work Assignment ("13-day") letter dated October 21, 1967, and (c) existing local agreements and practices governing the administration of overtime.

2. Overtime Bypass

Overtime assignments shall be governed as set forth in the first option above, however, employees would be bypassed on weekend overtime under the following conditions:

When less than a full complement is required on a trade to work an overtime period, employees who would normally be assigned to work such overtime may elect to be bypassed if they so state at the time they are notified of the overtime opportunity, provided a sufficient number of employees on the same trade and shift are available to perform scheduled overtime work.

In the event an insufficient number of employees accept such overtime assignments, the Company may schedule necessary manpower by requiring employees on the same trade and shift to work on the basis of low overtime hours or seniority on the trade, as agreed upon locally.

The manner in which this option shall be applied in the Rouge Area and at the Cleveland Engine and Casting complex is set forth in Exhibits 1 and 2, respectively.

3. Appendix H — Local Negotiations

A Local Union may elect to have Appendix F (Skilled Trades) employees in any bargaining Unit as a group covered by the provisions of Part A hereof provided that prior to its implementation but following completion of 1999 local negotiations, including ratification thereof, the local parties negotiate mutually satisfactory arrangements, selected from among one or more of those enumerated in (a) through (c) below, to provide the means and method for assuring the availability of sufficient manpower for the performance of all overtime work normally assigned to skilled trades employees which the Company deems necessary. Such local nego-

tiations are authorized only on the method and procedure for covering skilled trades work on overtime, shall not be related to or contingent upon resolution of any other issues and are not covered by the exception to Article V of the Collective Bargaining Agreement provided for in Paragraph 10 of the 1999 Settlement Agreement. Except to the extent permitted under Alternative (a) below, the local parties may not in any way modify or agree to arrangements which are inconsistent with or interfere with the implementation of any of the provisions of Part A hereof. Local agreements negotiated pursuant to this option shall be subject to the approval of Labor Affairs and the National Ford Department, and shall not be approved if they exceed or are in any way inconsistent with the provisions stated herein.

If this option is selected by the Local Union, overtime assignments for skilled tradesmen shall continue to be governed by the provisions of Article IV, Section 6 excluding Part A hereof, the Sunday Work Assignment ("13-day") letter dated October 21, 1967 and existing local overtime agreements until satisfactory local arrangements are negotiated and approved and until the beginning of the week next following 45 days from the date of such approval.

a. **Revised Work Schedules**

Regular skilled trades employees assigned to five-day operations may be placed on a schedule pursuant to which enough employees would be scheduled with one or two designated days off other than Saturday or Sunday to assure that such employees could be required to work Saturdays and Sundays as needed. Preference may be granted to employees desiring particular days off during the week by mutual agreement on a seniority basis on the same shift. (Work performed on Saturdays and Sundays on such operations would be at premium rates as provided in Article IX, Section 9 and 10.) The need for continuing such schedules will be reviewed semiannually.

b. **Journeyman-Apprentice
Supplementation — Related Trades**

A need for supplementation on a particular trade may be filled by assignment of available journeymen and apprentices from other related trades, designated locally, at that location within the bargaining Unit.

Journeymen and apprentices supplementing on another trade will be regarded as “temporary” employees on that trade and shall be subject to all local agreements and local work assignment guidelines applicable to the trade they are supplementing, for all hours worked thereon. They shall be paid the rate of their permanent classification.

c. **Temporary-Changeover Pool**

Local agreements may be negotiated to permit the establishment of a skilled trades supplementation pool consisting of temporary changeover employees selected from within the plant to help meet skilled manpower needs during overtime periods resulting from skilled tradesmen declining overtime opportunities under Appendix H.

4. **Appendix H — October 26, 1973 and Related Letters**

A Local Union may elect to have Appendix F (Skilled Trades) employees as a group governed on overtime by the provisions of Appendix H, Part A and by the letter from Mr. Bannon to Mr. Denise dated October 26, 1973, acknowledging certain Company rights that might be invoked if too many skilled trades employees were to decline optional work assignments.

A request to elect options 2, 3 or 4 set forth above for all skilled tradesmen at any location must be submitted in writing by the Local Union to local plant Management no later than 30 days following the completion of 1996 local negotiations, including ratification thereof. Where neither option 2, 3 or 4 is thus invoked, option 1 shall be deemed elected. Any such election will be effective for the duration of the 1996 Collective Bargaining Agreement.

The provision of options 2, 3 or 4 set forth above, where adopted, shall supersede any conflicting provisions of local overtime agreements.

APPENDIX H**EXHIBIT 1**

November 29, 1973

Mr. Ken Bannon, Vice President
Director - Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

This letter supersedes the letter to you dated November 6 concerning supplementation of the skilled trades force in Rouge Area locations. It is our understanding that skilled tradesmen in each of the Rouge Plant-Wide units, as a group, have opted to have their overtime arrangements governed by the provisions set forth in Appendix H, Part B, Paragraph 2.

In implementing these arrangements in the Rouge Area, the Company is willing to work out practical procedures so that skilled tradesmen in the same classification assigned to Department 9961 and other plants in the Rouge Area would be afforded an opportunity to work such overtime before requiring skilled tradesmen in the Rouge Area plant in which the overtime need has arisen to work as provided in Appendix H, Part B, Paragraph 2.

Among the considerations of practicality in connection with such procedures are these:

- (a) They would be utilized only if there is an insufficient number of skilled tradesmen from among those who normally would be assigned the overtime.
- (b) There would have to be an identified group of qualified employees within the classification known in advance who are willing to work the required overtime and whose availability for particular overtime needs could be quickly ascertained so that the Company's selection could be made in a timely manner.

- (c) There would be no new or added overtime equalization or rotation obligations with respect to these supplemental overtime assignments. Nothing in these new arrangements would alter existing Rouge Area overtime equalization or rotation agreements.
- (d) Complaints about the operation of the new procedures could be taken up with Management, but could not be subject to the Grievance Procedures provided in Article VII of the Collective Bargaining Agreement.

Procedures necessary to accomplish the basic purpose will be reviewed with representatives of the National Ford Department and/or Local 600 as appropriate. Such procedures will be effective with the effective date of the application of Appendix H to the skilled Unit involved.

Very truly yours,

MALCOLM L. DENISE
Vice President - Labor Relations

APPENDIX H**EXHIBIT 2**

November 29, 1973

Mr. Ken Bannon, Vice President
Director-Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

This letter supersedes the letter to you dated November 7 concerning supplementation of the skilled trades work forces in the Cleveland Engine and Casting complex. It is our understanding that skilled tradesmen at this location, as a group, have opted to have their overtime arrangements governed by the provisions set forth in Appendix H, Part B, Paragraph 2.

In implementing these arrangements the Company is willing to work out practical procedures so that skilled tradesmen in the same classification assigned to other plants in the Cleveland Engine and Casting complex would be afforded an opportunity to work such overtime before requiring skilled tradesmen in the plant in which the overtime need has arisen to work as provided in Appendix H, Part B, Paragraph 2.

Among the considerations of practicality in connection with such procedures are these:

- (a) They would be utilized only if there is an insufficient number of skilled tradesmen from among those who normally would be assigned the overtime.
- (b) There would have to be an identified group of qualified employees within the classification known in advance who are willing to work the required overtime and whose availability for particular overtime needs could be quickly ascertained so that the Company's selection could be made in a timely manner.

- (c) There would be no new or added overtime equalization or rotation obligations with respect to these supplemental overtime assignments. Nothing in these new arrangements would alter existing overtime equalization or rotation agreements.
- (d) Complaints about the operation of the new procedures could be taken up with Management but could not be subject to the Grievance Procedures provided in Article VII of the Collective Bargaining Agreement.

Procedures necessary to accomplish the basic purpose will be reviewed with representatives of the National Ford Department and/or Local 1250 as appropriate. Such procedures will be effective with the effective date of the application of Appendix H to the skilled tradesmen at the Cleveland Engine and Casting Plants.

Very truly yours,

MALCOLM L. DENISE
Vice President - Labor Relations

APPENDIX J**(MEMORANDUM OF UNDERSTANDING —
CONTINUOUS IMPROVEMENT FORUM)**

The Company and the Union recognize the interdependent relationship of quality, operating efficiency, **employee** empowerment, and job security. Furthermore, the concepts of **employee empowerment and “continuous improvement” are** supported fully by the leadership of the UAW National Ford Department and the Company. For Ford to remain a viable competitor and provide the opportunity for employee job security, every location must improve continuously to enable the Company to achieve its objective of being the World’s Leading Automotive Company. Each location must strive to meet and beat the competition. The support of and dedication to the work force are essential. Accordingly, the parties pledge to work together, **utilizing Mutual Growth Forum principles**, on continuous improvement initiatives at every organizational level to improve quality, operating efficiency **including plant cost performance**, work relationships, job security, and quality of work life.

During these negotiations, the parties agreed this Memorandum is an on-going agreement, “living document”, permitting the parties to positively evolve and work towards continuous improvement outside the normal collective bargaining process. This Memorandum of Understanding will not expire concurrently with the Collective Bargaining Agreement. Accordingly, the provisions of Article X, Section 10 and Article XI, Sections 2,3 and 4 will not apply to this Memorandum of Understanding.

To implement these goals and objectives, Ford and the UAW agree that the following committee structures will be the focus of cooperative efforts toward our common goal to improve the effectiveness of our operations and remove barriers to improvement, increase job opportunities and fully utilize the work force.

A. Senior Advisory Continuous Improvement Forum

To provide an operational focus on continuous improvement, a Senior Advisory **Forum** is established comprised of senior Company **Manufacturing** Operating Manage-

ment, senior members of the Labor Affairs Office and senior leadership of the UAW National Ford Department. The Senior Advisory **Forum's** role is to provide leadership by:

- giving direction to the National **and Operations** Continuous Improvement **Forums**;
- inspiring a strong bond among all levels of the organization to empower employees to meet the Company's competitive challenges;
- energizing the entire organization to move toward achieving stated objectives with steadfast determination;
- helping open communication channels to share information;
- **discussing the Company's general operations, business developments and savings opportunities at each location**;
- strongly encouraging the local parties to work together to implement continuous improvement initiatives, **including the delivery of plant total cost objectives**;
- jointly providing recognition of local continuous improvement successes (e.g., joint recognition letters, joint plant visits, and related activities); discussing the importance of job preservation and job creation;
- **jointly studying hourly human resources needs, trends, developments, concepts, etc., in industry and elsewhere; and**
- meeting **semi-annually (in the first and third quarters)** to review continuous improvement progress including local improvement plans, and to discuss new continuous improvement initiatives that may have an impact on a significant number of hourly employees.

B. National Continuous Improvement Forum

To provide a working level focus on continuous improvement, a National Continuous Improvement **Forum** is established to focus on continuous improvement efforts under the provisions of this Appendix, including Ex-

hibit 1, **and Appendix M** . This **forum** will consist of members from the Company designated by the Company's Vice President - Labor Affairs, and from the Union designated by the Vice President and Director of the UAW-Ford Department.

The role of the National **Continuous Improvement Forum** is to:

- report progress to the Senior Advisory **Continuous Improvement Forum**, share successes and discuss areas requiring reinforcement;
- support and encourage the local parties to make improvements on a continuous basis;
- encourage and support the concept of team work as a fundamental principle of doing business;
- serve as a depository for collecting "success stories" and information and disseminating them to locations **that** need examples of how problems have been resolved successfully;
- visit locations upon request and offer on-site assistance by meeting jointly with local committees, in conjunction with the UAW National Ford Department Servicing Representatives and Plant Operations Managers or equivalent, to discuss the importance of job preservation and job creation and the reasons for the commitment to increase operational efficiency, suggest possible topics for consideration, and encourage good-faith efforts to develop and implement meaningful local change;
- **provide coaching, mentoring and support to local forums as appropriate;**
- encourage local efforts to benchmark operations and practices of key **"best-in-class" competitors and pursue mutually acceptable methods of closing the competitive gap;**
- **schedule periodic meetings between members of the UAW-Ford Department and the senior operating management of Ford Motor Company to provide greater information sharing and dis-**

cussion with members of Management involved in important Company decisions;

- **monitor and provide support as required for implementation of Competitive Operating Agreements(COAs); and**
- train the local parties on the aspects of this agreement provision.

C. Operations Continuous Improvement Forum

To further continuous improvement efforts at all levels of both the Union and Company organizations, the parties have agreed to implement Operations Continuous Improvement Forums. The Operations Continuous Improvement Forums will include key representatives of Manufacturing Operating Management and Human Resources, designated by the Company's Vice President of Manufacturing, and Union representatives designated by the Vice President and Director of the UAW-Ford Department. These forums will meet semi-annually (second and fourth quarters) at a minimum to discuss and review operation-wide matters and should function in alignment with the local, senior and national forums.

The role of the Operations Continuous Improvement Forum is to:

- **report progress to the National Continuous Improvement Forum, share successes and discuss areas requiring reinforcement;**
- **strongly encourage the local parties to work together to implement continuous improvement initiatives including the delivery of plant total cost objectives;**
- **provide support, direction and encouragement for the local parties to make improvements on a continuous basis;**
- **encourage and support the concept of team work as a fundamental principle of doing business;**
- **maintain liaison with local forums and assist and encourage them as appropriate;**

- **encourage local efforts to benchmark operations and practices of key "best-in-class" competitors and pursue mutually acceptable methods of closing the competitive gap;**
- **discuss and review progress on implementing Competitive Operating Agreements (COAs) from the local level; and**
- **review continuous improvement progress, including local improvement plans, and discuss new continuous improvement initiatives that may have an impact on hourly employees.**

D. Local Continuous Improvement Forum

At the local level, the joint **forum** will **meet at least monthly and** consist of equal Company and Union members, including the Plant Manager and other members of the Management operating committee selected by the Company, the Unit Chairperson, the Local Union President, if he/she so elects, and the Unit Bargaining Committee.

The Local Continuous Improvement **Forums** will review operational efficiency, consistent with this Appendix, including Exhibit 1, and jointly develop and introduce continuous improvement initiatives. Elements in local continuous improvement initiatives can include:

- **identification of investments in plant improvements or equipment needed to improve product quality or operational effectiveness;**
- **implementation of operating concepts that support teamwork and result in operational efficiencies;**
- **discuss the quality of the plant's products and other general indicators of performance as well as UAW Quality Representative issues of concern;**
- **review opportunities for Local Continuous Improvement Forum team building, which would energize, sustain and support ongoing Continuous Improvement efforts, provide for further skill development and enhance the working relationship;**
- **identification of total cost saving initiatives and efficiencies;**

- **discuss and review progress on implementing Competitive Operating Agreements (COAs);**
- **exploration of new forms of work organization that support and can be integrated into manufacturing systems;**
- **procedures to review supervisory staffing and support for the initiatives in this Memorandum of Understanding;**
- **local initiatives to promote employee attendance;**
- **procedures for improved access by the Local Continuous Improvement Forum to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information;**
- **procedures and plans to review past outsourcing and outside contracting decisions, and identify opportunities for insourcing and new business;**
- **exploration of initiatives to pursue job preservation and job creation;**
- **implementation of work team concepts that fully utilize all employees;**
- **the examination of alternative work schedules which provide greater employment opportunities;**
- **discussion of the use of non-Company employees who would be contracted to provide development, training, and/or implementation toward continuous improvement which will be subject to prior approval of the National Continuous Improvement Forum;**
- **understand the competitive gap to "best-in-class" competitors and pursue mutually acceptable methods of closing the gap;**
- **provide a forum for discussion on the viability of the operations and means to implement necessary changes to allow Ford North America to create a competitive platform to be considered for future business versus the global alternatives;**
- **address other matters that enhance continuous improvement initiatives that the local parties agree are appropriate for discussion.**

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such changes or waivers would not be effective unless agreed to by the local parties involved and approved in writing by the Labor Affairs Office of the Company and the National Ford Department of the Union. Such changes would be effective only at the location(s) specifically designated.

E. Principles/Process for Effecting Change

The parties agree that there are principles for effecting change to provide some measure of uniformity and consistency across operations, without restricting local Management and the Union from designing alternative solutions for the location's competitive challenges.

Conditioning the Environment

- The support, empowerment and dedication of the hourly work force are critical factors to achieving continuous improvement. The Company's most important resource and the source of its strength are its employees, who must be trained, trusted, relied upon, and given an ever-increasing role in making decisions to meet the Company's and Union's goals and objectives.
- The work force's sentiments and beliefs are vitally important and should be secured and understood. Employees' trust and support can be gained by involving them in defining, participating in, and influencing decisions for the implementation of the assignment for which they are responsible. The way employees feel about management and each other, the things they focus attention on, their decision-making methods, and the expectations they establish for themselves directly influence the work they perform.

Effective Communications

- Employee awareness of the Company and Union goals and their strategic plans for achieving those goals is important. Therefore, it is strongly recommended that Management at each facility share data relative to how the facility contributes to the Company's overall success. These data should identify positive and negative aspects

of each location's performance, and should be shared on a regular basis.

- Sharing data between the parties, open communications, and sensitivity to the concerns of each other are critical to building and maintaining trust. The local parties should collectively work to gain the work force's commitment to higher involvement and excellence.
- **The Plant Manager and Plant Controller will share with the Union Chairperson the total budget task that the plant is being assigned.**
- **As each plant determines how to manage its task, plans will be shared with the Plant Chairperson. The Union's input will be invited, especially as to additional or alternative ways the task can be met.**
- **Workgroups will be encouraged to identify total cost savings and waste elimination ideas that may contribute to the plant's task achievement.**

Identification of Issues

When requesting changes in existing agreements and practices, the problem, process or system needing improvement should be clearly identified and its adverse impact on quality, customer satisfaction, job security, **total** cost or future business decisions should be understood. Data specific to the issue(s) being addressed should be shared and, if possible, the potential improvement quantified.

Guidelines

- Having the work force participate in continuous improvement using teamwork is a fundamental principle for improving the entire operation and achieving the objectives of the business. Management and local Union leadership should actively support the principles of employees working together, as well as being involved in identifying concerns and their resolutions. **To this end, the local parties will commit to afford the opportunity for employees to participate and share their ideas in the plant's continuous improvement process.**

- **The structure and support of continuous improvement initiatives (e.g., forums) may vary by location and will be discussed on a regular basis by the local parties in the Local Continuous Improvement Forum or in other meetings as appropriate.**
- The parties may, in certain cases, jointly set goals and objectives, strategically plan, measure the progress regularly, and communicate the results to the work force.
- There should not be any intra- nor inter-plant competition for progress, but all locations should strive to improve their operation using appropriate benchmarking in order to determine opportunities for ongoing improvements. Resolutions of concerns addressed should be subject to change as business conditions change.
- Local management and Union leadership must be involved personally and committed to bringing any agreed upon change to fruition.

Training

- Before training is conducted, the training need and resources required to conduct the training should be clearly identified. The resources should not be reallocated without prior discussions between the local parties. The Company will ensure that necessary training, **such as group problem solving, facilitation and instructional skills, effective listening and feedback, assertive communication, interpersonal skills, managing conflict, and diversity** is provided on a timely basis to hourly employees, **including team leaders, group members, Union and management leadership and others involved in the participative process**. The local parties should jointly select trainers or consultants based upon their proven track record. These trainers or consultants could prove to be a valuable asset in starting the improvement process. Any non-Company employees who will be contracted to provide training will be subject to prior approval of the National Continuous Improvement **Forum**. The approval will be based on the contractor's credentials and proven track record.

APPENDIX J

(MEMORANDUM OF UNDERSTANDING —
CONTINUOUS IMPROVEMENT FORUM)

- Because of the changing work force, the traditional role of the supervisor may change in the future to that of coach, innovator, educator and resource person; this transition will take time. Therefore, training members of supervision for this new role is important. All levels (supervisors, superintendents, area managers, union leadership and employees) need to participate in training and retraining to implement the “new ways” of operating.
- If required, training should be provided for newly appointed supervisors, union leadership and managers to ensure that progress is not affected by leadership changes.
- Utilize the skills, talents, and abilities of the skilled work force as an integral part of the production process. As such, they are a valuable resource to the continuous improvement work groups. Further training to enhance the abilities of the skilled work force will enable those employees to make an even greater contribution to these efforts.

APPENDIX J**EXHIBIT 1**

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

Dear Mr. King:

Subject: Skilled Trades Operational Effectiveness

During these negotiations, the parties discussed the nature of the automotive industry and the need to continuously evaluate competitive gaps and make appropriate adjustments to achieve sustainable competitive advantages. The parties agree that a process must be established to facilitate a more efficient use of skilled trades if the Company is to provide the long-term job and income security that all our employees value.

This letter serves to acknowledge that the parties are aligned and committed to fully utilize the skills, talents, and abilities of the skilled work force as integral **members of the Manufacturing Operating Systems**. The parties recognize that effective **teams** must be empowered, supported and coached toward delivering the business metrics for which they are accountable, with particular focus on improving safety, quality, productivity and cost reduction.

It is envisioned that the role of the skilled trades employees **will** grow as new technology and operating practices, such as Total **Productive** Maintenance, and other lean manufacturing principles are further assimilated into our manufacturing and assembly processes.

It is also recognized that a **fully** participative skilled trades workforce **within the manufacturing process** is a critical **component of operational effectiveness**. As such, we need to improve the manner in which we use the varied skills and talents of our skilled trades workforce. Skilled trades expertise **and versatility should** be leveraged to improve competitiveness by focusing on the elimination of waste, which includes, but is not limited to:

- Reducing equipment downtime

- Improving production yields
- Eliminating process defects
- Reducing set-up and adjustment time
- Eliminating unnecessary costs
- Driving standardization

Further, the parties agree that the "helping hands" concept will be used to increase equipment uptime. In the event of a production equipment breakdown, the initial work assignment will be made to the appropriate traditional skilled trade classification. If additional manpower is needed, available skilled trades from a mechanically related skilled trade classification may be assigned to assist the initially assigned classification (i.e., a breakdown occurs that historically has been assigned as a Machine Repair job requiring two Machine Repair. There is only one Machine Repair available. An employee in another mechanically related skilled trade classification may be assigned to assist the Machine Repair on the breakdown.) Consistent with the principles of continuous improvement, the parties also reinforced that the purpose of implementing the "helping hands" concept is to optimize manufacturing efficiency and not to result in immediate, non-attrition related, reductions in the skilled trades work force. If either party believes the implementation of these actions are inconsistent with the intent of this provision the matter may be taken to the National Joint Skilled Trades Governance Team for resolution.

Additionally, the National Parties agree to encourage the local parties, **including the plant chairperson and skilled trades representative, where appropriate**, to explore other areas that will improve operating efficiencies and continuous improvement initiatives. Elements to consider locally would include:

- Implementation of **manufacturing**/skilled trades teams with the objective of accomplishing assignments up to the **teams'** level of capability **within classification**.
- **Implementation of agreed upon consolidated skilled trades classifications, as agreed to in the**

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

- Identification of additional training, **including on the job training**, as required for the introduction of new technologies or the need for upgraded skills. Further training to enhance the abilities of the skilled trades work force will enable those employees to make an even greater contribution to these efforts.

When considering training that is intended to upgrade the skills of the basic trades, local parties may submit funding proposals to the Technical Skills Program to underwrite a variety of costs associated with implementing these team concepts, including course materials, instructor fees, train-the-trainer sessions, and in some instances, payment of wages for trainees or their replacements. Such funding proposals are subject to the approval of the UAW-Ford Education, Development and Training Program Joint Governing Body.

Minor maintenance actions will be performed by production employees to improve overall equipment effectiveness. These actions include:

- **Maintain proper fluid and lubrication levels in the operator's immediate work station machinery.**
- **Clearing of loose debris within fixtures and equipment (e.g., weld slag, machine chips).**
- **Inspection and tightening of loose, non-critical components not directly related to locating pins, blocks, and shims.**
- **Inspection and tightening of loose, leaking coolant, air, and dispensed product fittings.**

The parties acknowledge that adoption of these concepts would result in greater job security for the basic skilled trades workforce and increase the potential for growth as the **Company** becomes better positioned to meet future competitive challenges.

These efforts may require change or waiver of certain agreements or practices. In such cases, proposed changes to agreements or practices must be communicated to and approved by the **National Joint Skilled Trades Governance Team**.

Very truly yours,

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

Concur: **Bob King**

APPENDIX K**MEMORANDUM OF UNDERSTANDING
TEMPORARY PART-TIME EMPLOYEES**

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

I. The following provisions apply to Temporary Part-Time employees hired or rehired prior to the Effective Date of the Agreement.

1. Temporary part-time employees are employees hired by the Company who shall normally be scheduled to work any two days per week, in addition to premium days subject to subparagraph B. below.
 - A. On the days they are scheduled to work, they may be scheduled for all or any part of the hours posted for the department to which they are assigned.
 - B. They may be scheduled to work daily overtime or on days for which full-time employees receive premium pay as such if they do not displace eligible full-time employees.
 - C. The utilization of temporary part-time employees shall not be considered as an infringement of the rights of full-time employees under the Ford-UAW Collective Bargaining Agreement. Seniority employees who are laid off or who are to be laid off may request to displace temporary part-time employees. Seniority employees who are utilized as temporary part-time employees will be required to comply with the work schedule for temporary part-time employees.
 - D. Seniority employees who are utilized as temporary part-time employees shall continue to accumulate seniority and shall be entitled to all the benefits of seniority employees except Supplemental Unemployment Benefits (SUB). Such employees will not be entitled to earn SUB Credit Units on the basis of pay for such work and will not be considered to be on

the active employment roll for purposes of crediting Guaranteed Annual Income Credit Units.

2. Temporary part-time employees shall be paid the regular rate for the job to which they are classified subject to the provisions of Article IX, Section 2(d) Hiring-In Rates, of the Collective Bargaining Agreement, with the understanding that wage increases pursuant thereto will be based on each five (5) days of actual work counting as one full week of employment, provided, however, that a week in which three or more days are worked will count as a full week (5 days) of employment. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of days of actual work by the temporary part-time employee for the Company.
3. A temporary part-time employee shall accrue no credit towards acquiring seniority. In the event such employees become full-time employees, they shall be considered as rehires and shall receive no credit towards acquiring seniority for time they were employed as temporary part-time employees.
4. The Company may discharge or terminate a temporary part-time employee, in which case the employee shall have access to the Grievance Procedure in cases of claimed discrimination on account of race, color, national origin, age, sex, or religion.
5. A temporary part-time employee shall be entitled to Union representation, including access to the regular Grievance Procedure, in cases of alleged violation of rights arising out of this Agreement.
6. For purposes of determining Union representation, temporary part-time employees will be counted only on days for which they are scheduled to work. Representation will be determined by accumulating the number of temporary employees utilized each day until the number reaches 200 at which time the Union will be authorized an additional representative for one (1) day.
7. A temporary part-time employee will be subject to the provisions of Article II and III of the Ford-UAW Collective Bargaining Agreement. Monthly dues for temporary

part-time employees will be as determined by the National Ford Department, UAW.

8. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will his/her performance be considered either in establishing a production standard or in a dispute over the production standard.
9. A temporary part-time employee shall not be covered by the Retirement Plan, the SUB Plan or the Insurance Program, except as provided in Sections 1D, and 11 and 12 of this Agreement.
 - A. Such employees shall have only such rights, privileges, compensation or benefits as are expressly provided by the following provisions of the Ford-UAW Collective Bargaining Agreements:
 - Article IX, Section 4 — Cost-of-Living Allowance
 - Article IX, Section 5 — Call-In Pay
 - Article IX, Section 6 — Shift Premiums
 - Article IX, Section 7 — Daily Overtime Premium
 - Article IX, Section 9 — Saturday Premium
(Subject to the conditions of Appendix H, Part A, Sec. 13(a))
 - Article IX, Section 10 — Sunday Premium
(Subject to the conditions of Appendix H, Part A, Sec. 13(a))
 - Article IX, Section 11 — Holiday Premium
 - Article IX, Section 15 — Medical Treatment
During Working Hours — Time Allowance
 - Article X, Section 6 — Lunch Periods
 - B. A seniority employee who is affected by a reduction in force and becomes a temporary part-time employee will be eligible for a scheduled vacation and paid excused absence with respect to any unused vacation/excused absence hours at the time of the reduction in force. Further, in computing the number of weeks of enrollment and absences for purposes of determining vacation eligibility for the

succeeding year, the period of employment as a temporary part-time employee will be counted.

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

Article IX, Section 18 — Jury Duty Pay

Article IX, Section 19 — Bereavement Pay

Article IX, Section 20 — Short-term Military
Duty Pay

10. Holiday Pay

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

- (1) The employee has actually worked at least 90 days prior to the holiday(s);
- (2) The employee worked the same day(s) as the holiday in the week prior to the week in which the holiday(s) falls and the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
- (3) The employee has worked the last scheduled working day prior to and the next scheduled working day after such holiday(s) within the employee's scheduled workweek. In the case of the Christmas holiday period, as defined in Article IX, Section 22(a)(3)(i) of the Ford-UAW Collective Bargaining Agreement, a temporary part-time employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after such Christmas holiday period shall be ineligible for pay for all of the holidays falling on Monday or Friday within the Christmas holiday period. An otherwise eligible temporary part-time employee absent without excuse on either the last sched-

uled working day prior to or the next scheduled working day after a Christmas holiday period shall be eligible to receive holiday pay for only two (2) of the holidays for which he would otherwise be eligible in the Christmas holiday period.

- B. A seniority employee who is laid off in a reduction in force and becomes a temporary part-time employee will be entitled to holiday pay provided the employee meets the eligibility requirements outlined in A (2) and (3) of this paragraph; except that, if the employee is eligible for holiday pay under Article IX, Section 22(d) of the Ford-UAW Collective Bargaining Agreement the eligibility rules in Subparagraph A of this paragraph shall not apply. However, should the employee qualify for Christmas holiday pay as provided in this Memorandum and Article IX, Section 22(d), the employee will be provided the greater of the two Christmas holiday pay entitlements but not both.
 - C. A probationary employee who is laid off in a reduction in force and is utilized as a temporary part-time employee will be considered for holiday pay purposes as though hired originally as a temporary part-time employee with the number of days actually worked as a full-time employee counted toward the 90 days required for holiday pay eligibility in Subparagraph A of this paragraph.
11. Insurance and H-S-M-D
- A. Temporary part-time employees shall be provided life insurance coverage in the amount of \$3,000 and accidental death and dismemberment insurance coverage in the amount of \$1,500. An employee shall become eligible for such coverages commencing as of the first of the month following the month of hire or rehire. The Company shall pay the full premium for these coverages for any month in which an eligible employee receives pay from the Company for any time during such month. These coverages shall cease, if otherwise in effect, as of the day employment is terminated.

- B. Temporary part-time employees shall be provided hospital-surgical-medical-drug coverages as specified in Section 1 of the H-S-M-D-D-V Program except that such employees hired or rehired on or after March 1, 1982, shall be provided such hospital-surgical-medical coverages (but not drug coverage). An employee hired or rehired on or after March 1, 1982, and before October 4, 1993, shall become eligible for such coverages commencing as of the first day of the sixth month following the month of hire or rehire. An employee hired or rehired on or after October 4, 1993, shall become eligible for such coverages commencing as of the first day of the eighth month following the month of hire or rehire. The Company shall pay the full amount of the monthly premium for the following month's coverages for each month an eligible employee receives pay from the Company for any time during such month. These coverages shall cease, if otherwise in effect, as of the last day of the month in which employment is terminated. It is understood there shall be no duplication of benefits because of coverages provided under Company hospital-surgical-medical-drug programs.

12. Retirement Plan

A temporary part-time employee may become eligible for a normal retirement benefit or a deferred vested pension benefit based on his years of creditable service during years in which he has accumulated ERISA Service Credits under Article III, Section 8 of the Ford-UAW Retirement Plan (the "Plan"), if on or after January 1, 1976 he shall become eligible to accumulate ERISA Service Credits thereunder. Any such person shall, with respect to any calendar year beginning on or after January 1, 1976 in which he accumulates an ERISA Service Credit, receive future service under the Plan for the sole purpose of determining the amount of and eligibility for any such normal or deferred vested pension benefit. Any such future service shall be based on the number of hours for which the temporary part-time employee receives pay from the Company in a calendar year.

- II. The provisions of Section I above (with the modifications to I.2, I.9A and I.11B below) shall apply for employees hired or rehired as Temporary Part-Time employees on or after the Effective Date of the Agreement.**
- 2. Temporary Part-Time employees shall be paid the Entry Level rate identified in Appendix V, Article I, IV, a, b & c "Wages and Other Economic Matters" with progression.**
- 9. A. Article IX, Section 4 — Cost-of-Living Allowance, does not apply.**
- 11. B. Temporary employees will not be able to enroll sponsored dependents.**

H-S-M enrollment is limited to the National Preferred Provider Organization (NPPO) Option, modified to include the cost-sharing requirements shown in the table below:

Annual Deductible	
In-Network	
Single	\$300
Family	\$600
Out-of-Network	
Single	\$1,200
Family	\$2,100
Co-Insurance	
In-Network	10%
Out-of-Network	35%
Out-of-Pocket Maximum	
In-Network	
Single	\$1,000
Family	\$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Office Visit Co-Insurance	100%

The opportunity for survivors to continue coverage, or for the subject employees to continue coverage post-employment or for periods not in active service will be limited to self-pay continuation that may be available under federal law.

Temporary employees are not eligible for Company-provided health care coverage in retirement. They also are not eligible for the Company contribution of an amount equal to \$1.00 for every compensated hour into the employee's Tax-Efficient Savings Plan for Hourly Employees (TESPHE) in lieu of Company contributions for health care coverage in retirement.

APPENDIX M**MEMORANDUM OF UNDERSTANDING
JOB SECURITY PROGRAM — (JSP)**

The Company and the Union are committed to enhancing the job security of Ford Motor Company employees. The parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement, and competitiveness.

Accordingly, the parties have agreed to this Job Security Program (JSP), and have pledged to work together, consistent with this Program and other provisions of the Collective Bargaining Agreement, to enhance the Company's competitive position.

The cornerstone of the Program is protection against indefinite layoff for eligible employees, as expressly provided herein.

I. SCOPE OF THE PROGRAM

Nothing in this Agreement is meant to alter the placement practices at Multi-Plant Employment Locations, as defined in Appendix N, Attachment B.

A. Excluded Events

No **JSP** eligible employee will be laid off during the term of this Agreement except for the following reasons:

- Volume-related declines attributable to market-related conditions as described in the attached letter, Job Security Program - **JSP** — Volume Related Layoffs, not to exceed forty-eight (48) weeks (inclusive of vacation shut-down weeks) over the life of the Agreement;
- Acts of God and other reasons beyond the control of the Company;

- Sale of a part of the Company operations as an ongoing business;
- Layoffs of employees recalled or reassigned to fill openings known in advance to be temporary;
- Model change or plant rearrangement.

II. **JOB SECURITY ELIGIBILITY**

A. All seniority non-Entry Level employees as of the Effective Date of the 2007 Ford-UAW National Agreement are covered by this Memorandum.

A plant by plant listing of the number of skilled and non-skilled employees covered by this Memorandum will be provided to the NJSOESC and LJSOESC. This report will be updated monthly.

B. Discharged employees who are JSP eligible will maintain their eligibility upon reinstatement.

C. When a seniority employee quits, dies, retires, or is placed on Salary, the seniority employee will be replaced one for one as soon as possible, but within 30 days, as follows:

Non-Skilled

- (1) Recall a seniority employee first from layoff/in plant protected status from the facility, then from the preferential placement list or from employees otherwise available through the placement hierarchy;**

Skilled

- (1) Recall a skilled seniority employee from layoff/in plant protected status from the facility, then from the preferential placement list or otherwise available through the placement hierarchy;**
- (2) Either (a) transfer a skilled trades employee working in a non-skilled job into the trade, or (b) place an Apprentice, or (c) place a retrained journey person;**

(3) Hire a new skilled trades employee

Issues arising from implementation of this Section II (C) will be referred to the National Parties for resolution. The NJSOESC is responsible for tracking attrition separately for non-skilled and skilled employees.

- D. The number of jobs outsourced minus the number of jobs insourced (as defined in Appendix P) will be treated as attrition.
- E. Attrition replacement will be delayed during a market driven related layoff.
- F. Attrition replacement when a facility has employees on Protected Status will be handled in accordance with the "National Job Security Committee - Unique Attrition Credit" Letter of Understanding.

III. PROTECTED EMPLOYEES

- A. The parties recognize that **actions** may occur during the course of this Agreement that will cause the number of **JSP** eligible employees to exceed the Company's production requirements. The parties recognize further that the scope of this Program requires flexibility with regard to the assignment of such Protected employees. **The following provisions shall apply:**
 - In no event will a Protected employee remain on Protected Status more than two years, unless he or she has not received at least two job offers during the two-year period.
 - A Protected employee who has not received two job offers during the two-year Protected Status period will remain in Protected Status until he or she receives a job offer. A Protected employee who declines this job offer will be placed on inactive status with no Company-provided income or benefits.
 - A Protected employee who, during his or her two-year Protected Status time period, declines his or her first job offer will remain

in Protected Status until he or she receives an additional job offer. A Protected employee who declines this additional job offer will be placed on inactive status with no Company-provided income or benefits.

- **A Protected employee who declines two job offers during their two year Protected Status period will, upon declining the second offer, be placed on inactive status with no Company-provided income or benefits.**

B. In this regard, the Local Job Security, Operational Effectiveness and Sourcing Committee (described in Section IV, below) will ensure that assignments are made on a basis consistent with the seniority provisions of the Collective Bargaining Agreement and local seniority agreement, while also meeting plant needs, minimizing workforce disruption and enhancing the personal growth and development of employees. After a decision by the Local Committee, an available Protected employee **will** be (1) placed in a training program, (2) used as a replacement to facilitate the training of another employee, (3) given a **mandatory** job assignment within or outside the bargaining Unit which may be non-traditional, (4) placed in an existing opening, (5) placed in a job opening at another Ford plant provided there is no employee on layoff from that plant with seniority recall rights or Preferential Placement applicant who has not been offered a job at that plant as determined by the National Committee, or (6) given other assignments consistent with the purposes of this Memorandum of Understanding.

C. **In-Zone/Out-of-Zone Placements**

1. **Placement of Protected Status employees will be in accordance with the provisions of Appendix N and associated Letters of Understanding.**
2. Notwithstanding the above, available Protected **Status** employees **will** be placed on a combined list of Protected **Status** employees and **Indefinitely Laid-Off Employees** in the same zone

(the in-zone list). The number of such Protected employees made available for placement cannot exceed the number of employees who have been laid off for the duration of the 48-week volume-related layoff limit. Protected employees will be made available for in-zone placement in inverse seniority order.

3. For placement purposes, employees on the combined in-zone list will be offered the opportunity to volunteer for openings; volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined in-zone Preferential Placement list must transfer to the new location.

An available Protected employee transferred permanently to another location may remain at the secondary location until afforded an opportunity to “return home” in accordance with Appendix O or until the employee is laid off from that location, at which time the employee may elect options available under Article VIII, Section 1(b) of the Collective Bargaining Agreement.

4. Available Protected **Status and** employees on **Indefinite Layoff** will be offered the opportunity to volunteer for out-of-zone opportunities.
- D. In the event there is an opening due to a volume increase, the available Protected employee with the highest seniority will be placed in this opening, unless the Local Committee determines the employee should first complete the employee’s current assignment. If seniority employees are on layoff from that Unit, a number of such employees, equivalent to the number of Protected employees placed in openings due to volume increases, will be recalled from layoff. A Protected employee transferred to another Ford Unit due to a volume increase who is subsequently laid off from the secondary Unit due to a volume decrease may elect, pursuant to Article VIII, Section 1(b) of the Collective Bargaining Agreement, to return to available openings at the employee’s home Unit, seniority permitting.

- E. A layoff caused by an event described in Section I., **A.**, above will have no impact on the number of Protected employees except for an employee who is protected from a layoff attributable to a market-related volume decline in excess of 48 weeks (inclusive of vacation shutdown weeks). In such instances, those Protected employees having the least seniority will be laid off and replaced by an equivalent number of greater seniority employees who would otherwise have insufficient seniority to remain in the Unit.
- F. A Protected employee, **absent any placement opportunities, may remain in Protected Status for a period not to exceed twenty-four months. An employee being placed in Protected Status will have a choice of one of two options: a) report to the work facility, for a mandatory work assignment consistent with Section III (B) above, and receive 100% of his or her regular straight-time hourly rate of pay (exclusive of any premiums) for a 40-hour week, or b) do not report to work, but receive 85% of his or her regular straight-time hourly rate of pay (exclusive of any premiums) for a 40-hour week. Under either of the above options, the employee in Protected Status will continue to earn pension credits on the basis of 40 hours per week, and will continue to receive all active employee benefits and provisions. A Protected Status employee who initially elects to report to the work facility may subsequently elect, on a one-time basis, to change to the alternative option of not reporting to work and receiving the 85% pay rate. However, a Protected Status employee who initially elects the option of not reporting to work may not subsequently change his or her election. Notwithstanding the above provisions, a Protected Status employee whose work facility is closed or idled, at present or in the future, will not report to work and will receive the 85% pay rate. Moreover, in certain other circumstances, the NJSOESC may agree that placement in Protected Status at 85% pay**

rate is mandatory. The regular rate of pay for an employee under an incentive plan will be the employee's average straight-time hourly earnings for the hours worked during the last four pay periods immediately preceding the pay period during which he/she was determined to be protected. In the event a Protected employee is assigned to another classification, the employee will receive the rate of pay as provided by the Local Wage Agreement.

- G. Protected employees assignments will be considered temporary and not subject to provisions governing permanent filling of vacancies or the application of shift preference, except for assignments to fill openings resulting from volume increases. Experience gained from these temporary assignments will not be used to advantage such employees over other employees for selection to fill permanent vacancies, nor will such employees gain seniority under the provisions of Article VIII, Section 23(b) of the Collective Bargaining Agreement from such assignments.
- H. An employee replaced by a Protected employee will receive his/her regular straight-time hourly rate of pay, and will be returned to the same classification and job assignment upon completion of the replaced employee's assignment. The regular rate of pay for an employee under an incentive plan will be the employee's average straight-time hourly earnings for the hours worked during the four pay periods immediately preceding the pay period during which he/she is replaced by the Protected employee. In the event the employee has insufficient seniority to return to the formerly held classification, the employee will be placed pursuant to the applicable provisions of the Local Seniority Agreement.
- I. If an employee would have been transferred pursuant to Article IV, Section 2 of the Collective Bargaining Agreement or placed in an apprentice program were it not for participation in a training assignment provided by this Program, the employee will be transferred to this classification upon completion of the training assignment. In the event the employee

would have been selected for an apprentice assignment, the employee's date of entry will be adjusted as if the employee's assignment had not been delayed.

- J. A training assignment will be voluntary on the part of an employee being replaced by a Protected employee, unless such training is to develop or improve technical skills relevant to the employee's current job assignment or anticipated future job needs.
- K. Permanent transfers of Protected employees outside the bargaining Unit to another in-zone location will be handled as follows: Management may place a Protected employee's name on the in-zone list. The number of names so placed may not exceed the number of Protected employees who have been laid off for the duration of the 48-week volume-related layoff limit. Protected employees will be made available for in-zone placement in inverse seniority order. Thereafter, such employees will be offered, in seniority order, the opportunity to volunteer for openings; volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined in-zone list must transfer to the new location. The seniority used by a skilled trades employee in administering these provisions will be the employee's date-of-entry or Journeyman/Journeywoman date.
- L. A Protected employee who is permanently transferred to another location in accordance with this Program, or if so transferred and upon later layoff elects to return to a former location under Article VIII, Section 1(b) of the Collective Bargaining Agreement, will be eligible to receive a moving allowance as provided in Article IX, Section 28 of the Collective Bargaining Agreement after providing documentation satisfactory to Management that the employee has changed permanent residence and relocated. Married applicants may initially apply for the "single employee" amount and within one (1) year, the balance of the "married amount", when their families are relocated. Applicants may receive a maximum of two (2) such relocation allowance payments during

the term of the then applicable Ford-UAW Collective Bargaining Agreement. A Protected employee temporarily transferred out of the in-zone area who does not change permanent residence as a result of the transfer will receive reasonable transportation and living expenses for the duration of the assignment. Any problems connected with the above may be raised with the National Committee.

- M. In the event the Local and National Committees determine that the number of Protected employees exceeds the number of expected openings at the facility and within its area within the next succeeding twelve (12) months, special programs as set forth in Attachment A may be considered. Local management must obtain Finance approval before submitting a request to the National Committee. Thereafter, to the extent Protected employees still exceed expected openings, such employees, under the direction of the National Committee, may be transferred out of the zone area pursuant to Section III,C., above.
- N. Earnings, including wages and wage related payments, received by employees while **in protected status**, will be charged against the maximum liability amount. The cost of benefits and other payments made or incurred on behalf of Protected employees, specifically, health care (including dental and vision), group insurance, pensions, legal services, training fund contributions and FICA will be charged against the maximum liability amount. Moving allowance payments and the cost of benefits provided under Attachment A of this Memorandum of Understanding will not be charged against this liability. Earnings received and the cost of benefits and other payments made on behalf of Protected employees while assigned to fill permanent job openings resulting from volume increases or assigned to other regular and productive work (e.g., absentee replacements) will not be charged against this liability.
- O. Charges against the Company's liability will commence with the first payments made to Protected employees and will continue until the maximum

liability is reached or the expiration of the Program as provided in this Memorandum of Understanding, whichever occurs first. The records of such charges will be maintained by the Company and will be available to the Union monthly.

IV. ADMINISTRATION OF THE JOB SECURITY PROGRAM

The Company and the Union agree that:

- A. At each bargaining Unit covered by the 2007 Collective Bargaining Agreement, a Local Job Security, Operational Effectiveness and Sourcing Committee (Local Committee) will be established to administer the Program.
- B. The parties have agreed that a Local Job Security, Operational Effectiveness and Sourcing Committee (Local Committee), will consist of equal members of Company and Union representatives including, for the Company, the Plant Manager or Parts Distribution Center Manager, Controller or Office Operations Manager, Human Resources Manager or Labor Relations Supervisor, and other management representatives as designated by the Plant Manager or Parts Distribution Center Manager; and, for the Union, the Plant Chairperson, the Local Union President, (if he/she so elects), Bargaining Committee persons, the local UAW Job Security Representative, and other local Union representatives as designated by the Plant Chairperson.
- C. The duties of the Local Committee will be to:
 1. Review the number, status, **and remaining time allotment** of available Protected employees on a monthly basis, specifically noting the potential impact on this group of attritional and volume related events as well as the impact of future manpower requirements.
 2. **Jointly notify, at six (6) month intervals, impacted employees of their remaining Protected Status time allotment.**

3. Monitor the initial placement of **Protected Status and Indefinitely laid-off** employees who **are covered by this Memorandum**.
4. Monitor the placement of Protected employees. In this regard, consideration should be given to both the nature and duration of the assignment following the guidelines contained in this Memorandum of Understanding. Coordinate with the National Committee (Section IV.D., below) the placement of an employee outside the zone area. As used in this Memorandum, zone area means an area as specified under Appendix N of the Collective Bargaining Agreement pertaining to Preferential Placement for Laid-Off Employees.
5. Monitor permanent layoffs caused by the events described in Section I.A., above.
6. Participate in discussions regarding sourcing decisions as outlined in Appendix P of the 2007 Collective Bargaining Agreement on the subject of sourcing.
7. Participate in discussions regarding the introduction of new or advanced technology as provided in the Letter of Understanding regarding New Technology dated September 15, **2003**.
8. Review attrition and changes in the workplace. As required, develop plans to replace attrition, in accordance with Section II.(C.) above. The local parties are required to report monthly that appropriate communications have taken place. Upon the request of the National Committee, the local parties may be required to provide detailed information to support their monthly joint reports.
9. Review the manpower requirements of forward product, facility and business plans, maintaining the confidentiality of the material being evaluated.
10. Plan and coordinate the assignment of Protected employees in their home Unit, the relocation of such employees to other Units in or outside the

zone area and the application of special programs to such employees and active workforce employees as described in this Memorandum of Understanding.

11. Authorize **mandatory** non-traditional work assignments for Protected employees both within or outside the bargaining Unit.
12. Review any complaint regarding the administration of the Program. Refer unresolved complaints to the National Committee (Section IV.,D., below). The national parties will limit the review of complaints to those raised, in writing, within 60 days of the **monthly LJSOESC meeting** giving rise to the complaint unless the time limit is waived by the National Committee. If disputes cannot be resolved by the National Committee, only those matters governing the treatment of Protected employees will be subject to the Grievance Procedure. Such grievances will be filed at the Second Stage of the Grievance Procedure. All other unresolved complaints will be settled expeditiously between the parties at the national level. Disputes arising from the following matters may be submitted within thirty (30) days of **the monthly LJSOESC meeting, in writing** to the Vice President and Director of the UAW-Ford Department and the Executive Director, Labor Affairs, Ford Motor Company: (1) market-driven volume-related layoffs, and (2) new hire obligations required pursuant to Section II.(C.). If unresolved, the dispute must be appealed to the umpire in accordance with Article VII, Section 9 of the Agreement within thirty (30) days of receipt of the appeal. The umpire's decision shall be final and binding on the parties and the umpire shall have the authority to enforce such decision, including the authority to order the Company to hire new employees required under Section II. (C.).
13. Jointly coordinate appropriate local training activities, working closely with the joint local Edu-

- cation, Development and Training Program Committee and the UAW-Ford National Education, Development and Training Center to ensure that quality, cost-efficient training is provided and appropriate funds are secured from both within Ford and from external sources.
14. Jointly develop and initiate proposals to improve operational effectiveness to secure existing jobs and to attract customers and additional business, thus providing additional job opportunities. When required, secure necessary approvals from the bargaining Unit membership and the national parties.
 15. Make recommendations to the National Committee, as appropriate, regarding any aspect of the Program. This may include any aspect of the contractual relationship between the Company and the Union that is relevant to the duties of the Local Committee. Efforts of the local parties to improve operational effectiveness will be encouraged and supported by the national parties including, as may be appropriate, approval of requests to waive, modify or change the Collective Bargaining Agreement.
 16. Ensure that **JSP** funds are used solely for the purposes for which the Program provides protections, (i.e., **review timekeeping records to ensure proper charges to the Job Security Program liability fund**).
- D. A National Job Security, Operational Effectiveness and Sourcing Committee will be established at the Company-International Union level consisting of representatives selected by the Vice President, Labor Affairs, Ford Motor Company and representatives selected by the Vice President and Director of the UAW, National Ford Department. Funding for the activities of the National JSOES Committee will be provided from the Education, Development and Training Program fund upon approval by the Joint Governing Body - UAW-Ford National Education, Development and Training Center.

- E. The National Committee will be responsible to the Vice President - Labor Affairs and the Vice President and Director of the UAW, National Ford Department and will meet periodically as required to:
1. Monitor the efforts of the Local Committees **with a focus on ensuring full utilization of Protected Status employees consistent with Section III (B) above.**
 2. Maintain liaison with the Joint Governing Body - UAW-Ford National Education, Development and Training Center to coordinate (a) assessment and training programs, and (b) funding through Local Training Funds and, (c) if appropriate, the Education, Development and Training Program.
 3. Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.
 4. Coordinate, where applicable, the execution of Special Programs described in Attachment A as well as the movement of Protected employees within or between zone areas. For example, where a permanent loss of jobs has occurred or is scheduled for a location, the parties may discuss transfer of employees to other locations; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality or operating efficiency.
 5. Act on requests from Local Committees to waive, modify or change the Collective Bargaining Agreement provisions when such action would result in the preservation of or increase in job opportunities. Approval of such requests will be countersigned by the Vice President and Director of the UAW, National Ford Department, and the Vice President - Labor Affairs, Ford Motor Company, regarding the operation of the Program.
 6. Make periodic reports to the Vice President - Director of the UAW, National Ford Department,

and the Vice President - Labor Affairs, Ford Motor Company, regarding the operation of the Program.

- F. The National Committee is specifically empowered to review periodically and evaluate the operation of this Memorandum of Understanding and mutually make satisfactory adjustments to its provisions during the term of this Memorandum.

V. **FUNDING**

The Company and International Union agree that notwithstanding the commitments set forth in this Memorandum of Understanding, the Company's total financial liability for the cost of the Program, to be calculated as agreed between the parties, shall not exceed \$944 million during the term of this Memorandum of Understanding adjusted by any amounts shifted between the **Job Security** and SUB Funds. In the event this liability is reached, Protected employees will be subject to layoff. Thereafter, to the extent that layoffs of such employees are required, the provisions of the Local Seniority Agreements will apply and eligible employees will receive benefit treatment in accordance with the Supplemental Agreements to the UAW-Ford Collective Bargaining Agreement then in effect.

VI. **EFFECTIVE DATE - TERMINATION DATE**

The Company and International Union agree that:

- A. Unless indicated otherwise, the Effective Date of this Memorandum means the Effective Date of the 2007 Collective Bargaining Agreement.
- B. This Memorandum of Understanding shall expire with the expiration of the 2007 Collective Bargaining Agreement.

APPENDIX M**ATTACHMENT A**

The National Job Security, Operational Effectiveness and Sourcing Committee may recommend the following Special Programs for designated eligible **non-Entry Level** employees or may approve requests from Local Job Security and Operational Effectiveness Committees for implementation of such programs. **Details of any Special Programs offerings will be jointly agreed upon and presented to all eligible non-Entry Level employees. The Special Program offerings may include the following options:**

- **Special Retirement Incentive (SRI)**
- **Special Early Retirement (SER)**
- **Pre-Retirement Leave Program (PRLP)**
- **Special Termination of Employment Program (STEP)**
- **Educational Opportunity Program (EDOPP)**
- **Focused Educational Opportunity Program (FEDOPP)**
- **Family Scholarship Program (FSP)**
- **Mandatory Decision Making**

In addition to the Special Program options above, eligible non-Entry Level employees may be offered job placement opportunities, if available (with relocation benefits as applicable).

The National Parties may expand or limit these Special Program options and job opportunity offerings, based on mutual agreement.

APPENDIX M**ATTACHMENT B**

Mr. **Bob King**

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

Dear Mr. **King**:

Subject: Job Security Program — **JSP** — Volume Related Layoffs

During the course of these negotiations, the Company and Union have provided Ford employees with substantially increased job security through the Job Security Program, which protects eligible employees against layoffs for virtually any reason except for up to 48 weeks of layoff associated with volume related market conditions. Both parties recognized that employment levels may continue to fluctuate as a result of the cyclical nature of demand in our industry. The Company acknowledges, however, the importance of minimizing layoffs even in instances where volume related declines are unavoidable. In particular, the Union stressed the importance of reducing overtime and shifting dual sourced production requirements to UAW-Ford plants in the event of overall market declines. The Company agrees to take these and other actions whenever practical.

In any event, however, employees affected by volume related declines would exercise their seniority in line with local seniority agreements and thereby participate in applicable income security programs, SUB and so on.

Identifying the complex inter-relationships of all the factors involved with volume fluctuations is a difficult task. The parties agreed, however, that for purposes of determining **JSP** related protections they must identify just those volume declines that are attributable to market related conditions, and in turn just those declines that are not affected by Company sourcing choices of vehicles and components that compete with or act as replacements for vehicles and components produced by Ford employees covered by this Collective Bargaining Agreement. In other words, volume

declines that are attributable to production and purchase arrangements with any related or unrelated party (subsidiaries, affiliates, captives, joint ventures, transplants, etc.) would be considered an exception to the overall volume related exclusion in Section I,**A** of the **JSP**.

The parties also agreed that the complexity of these issues requires that the Company provide Local Job Security, Operational Effectiveness and Sourcing Committees adequate notice of any impending volume-related layoff, as well as all information necessary to fully evaluate its underlying causes, the extent to which such decline is associated with a Company sourcing action and the appropriate number of **JSP** eligible employees that should be affected by the layoff.

The Company recognizes, moreover, that it has the responsibility to justify implementation of a layoff in the context of the protections spelled out in the **JSP** and the guidelines outlined in this letter. Similarly, the Company also accepts the responsibility of proving that the proper number of employees are recalled when a volume related decline is reversed, again within the context of the **JSP** protections and the guidelines outlined in this letter.

The following are to be considered as illustrations to assist the parties in determining when volume related declines support reductions in staffing requirements. These illustrations should not be considered all inclusive.

- **Market Related Conditions** — Included in this category is customer preference of one vehicle over another that might result in a decline in sales of a U.S.-built Ford vehicle that requires the layoff of employees, provided such sales declines are not the result, for example, of increased sales or increased market share of competitive captive imports or joint venture vehicles or any other vehicle sold in the U.S. by Ford but not produced in a UAW-Ford plant.

— **Example of Market Related Conditions**

- There is a decline in economic activity which depresses retail sales of UAW-Ford vehicles. Lower production levels require the layoff of employees. Assembly Plant A, employing 4,100 **JSP**-eligible

workers, is the sole source of Vehicle Z for the U.S. market; it is required to lay off one shift, or 2,000 workers. The number of **JSP**-eligible employees at the plant remains at 4,100, including 2,000 workers on volume related layoff not to exceed 48 weeks.

- U.S. car demand picks up to pre-layoff levels and the second shift is called back. Active employment at the plant goes back to 4,100.
- While the plant is down to one shift, the Company decides to outsource the cushion room, which reduces employment requirements by 250 people per shift. The first shift cushion room is placed on Protected employee status.

As the second shift is called back and the plant is back to pre-downturn production levels, the employment requirements increase by 2,000 minus 250 equals 1,750. The 2,000 laid-off workers are recalled and 250 of them are assigned to Protected employee status, leaving a total of 500 employees. The number of employees at the plant is still 4,100.

- Assembly Plant B (5,000 **JSP**-eligible employees) is not the sole source of Vehicle Y, which is also produced in Canada for the U.S. market, in Plant BC. Plant BC supplies one-fourth of the U.S. demand for Vehicle Y. An economic downturn in the U.S. reduces demand for Vehicle Y by 160,000. In accordance with **JSP** guidelines, volume related employment reductions cannot exceed Plant B's share of pre-downturn volume levels (three-fourths) applied to the reduced level of overall sales. Production in Plant B is therefore reduced by no more than 120,000 units, causing layoffs of 2,000 workers. Plant B's number of **JSP**-eligible employees remains at 5,000, including 2,000 workers on volume related layoff not to exceed 48 weeks.
- Vehicle Y demand in the U.S. market picks up by 60,000. The Company decides to produce 30,000 of those units in Plant B and the rest in Canadian Plant BC. The increase in production is not accomplished in proportion to pre-layoff production shares; to comply with **JSP**, the Company must recall 250

workers which it assigns to Protected employee status in addition to the 500 workers required for the pickup in production.

- **Product Discontinuance** — Because of the introduction of a new U.S.-built Ford vehicle or a non-allied company vehicle not sold by Ford, sales of another Ford-manufactured vehicle may decline, and production of the latter vehicle must be curtailed necessitating reductions in employment. Such reductions would be considered volume related declines under the Program.

— **Examples of Product Discontinuance or Phase Out and Changes in Retail Preference**

- A new U.S.-built Ford vehicle (or any other new non-allied company vehicle which is not marketed by the Company) is introduced. Sales of Vehicle X decline by 50% and assembly must be curtailed. The necessary reductions in employment are made through layoffs, keeping the number of **JSP** eligible employees at the assembly plant at the same level, including workers on volume related layoff not to exceed 48 weeks.
- Engine Plant C, employing 1,400 **JSP**-eligible workers, produced half of the engines for Vehicle X; the other half are produced at a Company plant in Mexico. The volume reduction is made totally at Plant C rather than split proportionately between Plant C and the plant in Mexico. Therefore, in accordance with the provisions of the **JSP** Program, 350 of the workers who are no longer needed in Plant C as a result of this event are assigned to Protected employee status due to a sourcing action, and the other 350 workers are placed on a volume-related layoff. The number of **JSP**-eligible employees at Plant C remains at 1,400, including the 350 in Protected Status and the 350 on volume-related layoffs not to exceed 48 weeks.
- **Faulty Product** — Vehicle line volume may decline because of faulty parts in a vehicle that cause customers to place the product in disfavor. Such reductions would be considered volume related declines under the Program.

- **Changes in Retail Preference** — Ford volume may decline because of customer preference shifts — in turn affecting mix and therefore demands, e.g., small car preference shifts to large car; option preference swings; high product content to low product content. Such reductions would be considered volume related declines under the Program.
- **Non-Ford Commercial Customer Preference** — Cancellation or declines in product volume for Ford Motor Company manufactured parts that are sold to unrelated firms may be volume changes. Such reductions would be considered volume related declines under the Program.
 - **Examples of Non-Ford Commercial Customer Preference**
 - Plant A produces flat glass for buildings. Volume is reduced as a result of a decline in new building construction in the construction industry. One hundred fifty (150) employees are placed on volume related layoff not to exceed 48 weeks.
 - At the time production is back to pre-layoff levels the Company introduces two robots which replace 25 employees. According to **JSP** guidelines all of the 150 employees are recalled from layoff, 25 of them are assigned to Protected employee status, and the number of **JSP**-eligible employees remains equal to its pre-layoff level.
- **Non-Ford Produced Vehicles** — If sales of a new or replacement vehicle manufactured by an allied company for Ford that competes with a vehicle manufactured by the Company results in reduced sales of the Company-manufactured vehicle, the action would not be volume related and layoffs under the volume provisions of the Program would not be permitted.
 - **Example of Non-Ford Produced Vehicles**

The Company outsources a vehicle that it markets in competition with Vehicle W manufactured by UAW-Ford employees. This results in reduced sales of Vehicle W. Employment requirements are reduced, but this event is not covered under the volume

provisions of the **JSP** Program and layoffs are not permitted. The protection extends to all employees producing UAW-Ford components which are manufactured for Vehicle W.

- **Engines, Transmission, Stampings and other Components or Materials**

It is recognized that reductions in vehicle production will often be accompanied by reductions in component production. When reductions in vehicle production are volume related, pro-rata reductions in component production will normally be considered volume related as well. However, to the extent the reduction in component production results from a shift in sales to vehicles sold by Ford but not produced in UAW-Ford plants, the reduction will not be considered volume related. Furthermore, when like or similar components are dual-sourced from a UAW-Ford and a non-UAW-Ford plant, production declines at the UAW-Ford plant will only be considered volume-related to the extent all dual-sourced components produced at that plant continue to be obtained in their pre-production decline proportion from the UAW-Ford plant.

As implied by these examples, there are many variations to be considered when determining volume actions. This letter is intended to provide a framework within which Local and National Job Security, Operational Effectiveness and Sourcing Committees may review situations where staff reductions have been considered volume related.

If a Local Job Security, Operational Effectiveness and Sourcing Committee cannot agree on a situation being defined as volume related, the matter may be appealed to the National Job Security, Operational Effectiveness and Sourcing Committee for resolution.

Very truly yours,

BILL DIRKSEN,
Executive Director
U.S. Labor Affairs

Concur: **Bob King**

APPENDIX N

MEMORANDUM OF UNDERSTANDING PREFERENTIAL PLACEMENT ARRANGEMENTS

This memorandum explains arrangements under which employees laid off on or after October 22, 1979 as a result of a permanent discontinuance of operations or other reduction in force where the Company and the Union agree there is no reasonable likelihood of recall will be eligible for preferential placement opportunities. Otherwise eligible skilled **tradespersons** laid off from their trade, but employed by the Company on production work, may apply for preferential placement opportunities in their trade.

1. After being placed on the preferential placement list(s) in accordance with procedures established by the Company, those employees retaining seniority recall rights shall be given preference for placement on available work, or if none is available, the opportunity to displace probationary employees, on jobs for which they are qualified or could qualify within a reasonable period of time in other plants covered by the Agreement in the same zone, as defined by the parties, or in plants covered by the Agreement in different zones as might be specified by mutual agreement between the Company's **Labor** Affairs Office and the UAW's National Ford Department. An in-zone area is comprised of all plants **listed under a specified zone number as described in Appendix N, Attachment A**. Attachment A includes zone definitions for all Company locations. It is understood that these zone definitions may be modified by mutual agreement between the Company's **Labor** Affairs Office and the UAW's National Ford Department.
2. Eligible employees **who, on or after the Effective Date of the Agreement, are in Protected Status or on indefinite Layoff** will be placed automatically on the in-zone preferential placement list for placement at a plant within the same zone as their home plant. **In-zone employees who are on Indefinite Layoff or in Protected Status will be advised of available in-zone opportunities via posting for voluntary transfer. Prior to in-zone placement, the Local Hourly Personnel Offices**

at those in-zone locations with employees on Indefinite Layoff or in Protected Status will post a notice of such job opportunities for volunteers from Indefinite Layoff and Protected Status, and for volunteers from the active working employee population. If the number of in-zone volunteers is insufficient to fill the available job openings, these openings then will be filled through mandatory transfer of in-zone employees who are on Indefinite Layoff or in Protected Status. Mandatory placement of these employees will be accomplished according to lowest-to-highest seniority order.

3. Out-of-zone employees who are on Indefinite Layoff or in Protected Status will be advised of available out-of-zone opportunities via posting for voluntary transfer. Prior to out-of-zone placement, the Local Hourly Personnel Offices at those locations with employees on Indefinite Layoff or in Protected Status will post a notice of such out-of-zone job opportunities for volunteers from Indefinite Layoff and Protected Status, and for volunteers from the active working employee population.
4. If the number of out-of-zone volunteers from locations with employees who are on Indefinite Layoff or in Protected Status is insufficient to fill the available job openings, Ford employees working at ACH-LLC locations will be advised of available out-of-zone opportunities via posting for voluntary transfer.
5. If the number of out-of-zone Ford volunteers from ACH-LLC locations is insufficient to fill the available job openings, the Local Hourly Personnel Offices at all locations in-zone to a plant with employees on Indefinite Layoff or in Protected Status will post a notice of such out-of-zone job opportunities for volunteers from Indefinite Layoff and Protected Status, and for volunteers from the active working employee population.

6. **If the number of out-of-zone Ford volunteers from ACH-LLC locations is insufficient to fill the available job openings, skilled tradespersons with or without production service may volunteer for the available openings.**
7. **If the number of volunteers from items 3, 4, 5, and 6 above is insufficient to fill the available job openings, the employees in Protected Status and on Indefinite Layoff will be extended a job offer according to the provisions of the November 3, 2007 Letters of Understanding entitled "Job Placement and Transitional Opportunities for Non-Skilled Employees at Closed/Idled Facilities" and "Job Placement and Transitional Opportunities for Surplus Employees".**
8. An applicant availability list shall continue to be maintained monthly for each plant. A plant after exhausting its recall list (or in the case of a multi-plant location, a common recall list if one exists) shall fill its hiring requirements as determined by the National Job Security, Operational Effectiveness and Sourcing Committee.
9. It is recognized that the Company has to maintain ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the Company shall endeavor to place applicants in seniority order, consistent with their prior job experience. It is understood that placement on the basis of seniority will not be feasible in every instance. However, where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the Local Union and disputes shall be subject to immediate appeal to the Company's **Labor** Affairs Office and the UAW's National Ford Department for resolution. In those instances where preferential placement applicants are not offered employment opportunities, in line with their seniority, based on an evaluation of their employment records, the parties have agreed to a process which provides for a joint review of such cases, by representatives of the Company's **Labor** Affairs Office and the UAW's National Ford Department, to determine the appropriate remedial action. This process is intended to

APPENDIX N MEMORANDUM OF UNDERSTANDING
PREFERENTIAL PLACEMENT ARRANGEMENTS

provide a fair evaluation to employees, while concurrently recognizing the parties' joint commitment to quality and efficiency of operations. It is further understood that when preferential placement applicants are available for placement, the Company will not hire new employees for either temporary or permanent positions, without the approval of the UAW's National Ford Department.

10. If employees, who are selected for preferential placement opportunities outside of their zone, are given a re-employment physical examination, such examination shall be given at the plant in which they have basic Unit seniority or if such plant is closed, at another designated plant within the same zone. In cases where this procedure is impractical because of unusual circumstances, alternative procedures may be established to cover such cases by mutual agreement between the Company's **Labor** Affairs Office and the UAW's National Ford Department.
11. Employees placed in a new plant shall have seniority in that plant in accordance with Article VIII, Section 1(c) of the Agreement. In the event of a subsequent layoff, such employees shall be covered by the terms of Article VIII, Section 1(b) of the Agreement.
12. **Eligible skilled tradespersons who apply for placement opportunities in production (not skilled trades) jobs will be considered for such opportunities based on their Company seniority.**
13. **Employees that voluntarily apply for available in-zone or out-of-zone opportunities will be considered in seniority order.**
14. **Ford Service Date will be used to determine placement for employees in production classifications. In the case of a tie, the employee whose last four digits of their social security number is the greatest will be determined to have the greater seniority.**
15. **Date of Entry Service will be used to determine placement for employees in skilled trade classifications. In the case of a tie, the employee with the highest Ford Service Date will be determined to have the greater seniority. If the Service Date is**

the same, the employee whose last four digits of their social security number is the greatest will be determined to have the greater seniority.

16. In instances where it is determined that these arrangements are subject to being utilized for purposes beyond the intent of the parties, modifications may be made by mutual agreement between the Company's **Labor** Affairs Office and the UAW's National Ford Department.
17. The preferential placement arrangements covered by this appendix have potentially complex administrative implications. The Company at times may not be able to fully conform with these provisions, and accordingly, shall not be liable for back pay on any claims arising from their administration with the remedy for any violation limited to future placement opportunities for aggrieved employees. It is understood that if the aggrieved employee is adjudged by the Committee to have a valid claim for in-zone consideration, he/she will be offered an available opening within two weeks of such decision; if no such opening develop, he/she will be offered the opportunity to bump a junior employee in-zone, as determined by the Committee.

APPENDIX N**ATTACHMENT A****PREFERENTIAL PLACEMENT
ZONE ALIGNMENT**

- Zone 1 Michigan — West Side**
- AAI
 - Brownstown
 - Dearborn Engine (Rouge Site)
 - Dearborn Stamping (Rouge Site)
 - Dearborn Diversified Mfg. (Rouge Site)
 - Dearborn Truck Plant (Rouge Site)
 - Dearborn M&C Unit (Rouge Site)
 - Dearborn T&D Unit (Rouge Site)
 - Dearborn Transportation Unit (Rouge Site)
 - Dearborn Research & Engineering (R&E)
 - Detroit Parts / HVC
 - Livonia Transmission
 - Maumee Stamping
 - Michigan Truck
 - Milan
 - Monroe
 - National Parts
 - Pilot Plant
 - Rawsonville
 - Saline
 - Sheldon Road
 - Wayne Assembly
 - Wayne ISA
 - Wixom
 - Woodhaven Forge
 - Woodhaven Stamping
 - Ypsilanti
- Zone 2 Michigan — East Side**
- Chesterfield
 - Highland Park
 - Michigan Proving Grounds
 - Romeo Engine
 - Sterling
 - Utica
 - Van Dyke Transmission

- Zone 3 New York**
 - Edison
 - New York HVC
- Zone 4 Ohio — Cleveland Area**
 - Cleveland Engine #1
 - Cleveland Engine #2
 - Cleveland Casting
 - Ohio Assembly
 - Sandusky
 - Walton Hills Stamping
- Zone 5 Illinois**
 - Chicago Assembly
 - Chicago HVC
 - Chicago Stamping
- Zone 6 Missouri**
 - Kansas City Assembly
 - Kansas City HVC
- Zone 7 Louisville Area**
 - Louisville Assembly
 - Kentucky Truck
- Zone 8 Minnesota**
 - Twin Cities
 - Twin Cities HVC
- Zone 9 Atlanta**
 - Atlanta Assembly
 - Atlanta HVC
- Zone 10 Ohio — Sharonville**
 - Sharonville
 - Batavia
- Zone 11 Ohio — Lima Engine**
- Zone 12 St. Louis**
- Zone 13 Norfolk**
- Zone 14 Buffalo Stamping**
- Zone 15 Denver HVC**
- Zone 16 Evansville HVC**
- Zone 17 Fort Worth HVC**
- Zone 18 Greensboro HVC**
- Zone 19 Hartford HVC**

APPENDIX N

ATTACHMENT A

- Zone 20 Houston HVC**
- Zone 21 Lakeland HVC**
- Zone 22 Memphis HVC**
- Zone 23 Ontario HVC**
- Zone 24 Phoenix HVC**
- Zone 25 Portland HVC**
- Zone 26 Sacramento HVC**
- Zone 27 Washington DC HVC**
- Zone 28 Indianapolis**
- Zone 29 Nashville**
- Zone 30 Tulsa**

APPENDIX N**ATTACHMENT B****MULTI-PLANT EMPLOYMENT LOCATIONS**

Employment Location	Facilities Covered
Rouge Area Units	Advanced Manufacturing Technical Development Ctr. Central Lab Dearborn Engine Dearborn Diversified Manufacturing Dearborn Stamping Dearborn Tool & Die Dearborn Truck Power Utility & Central Maint. Opns. Rouge Plant-Wide Units Tech. & Transportation Services World Headquarters
Cleveland Engine & Casting	Cleveland Engine No. 1 Cleveland Engine No. 2 Cleveland Casting Center
Research & Engineering Center	Eng. Mfg. Devel. NMPDC (Local 245) NMPDC (Local 931) R&E Admin. Garage R&E Central Staff Scientific Research Lab Site Management Opns.

APPENDIX N

PREFERENTIAL PLACEMENT ARRANGEMENTS

**ATTACHMENT C
PLACEMENT HIERARCHY**

ADMINISTERED BY THE HIRING LOCATION:

- STEP 1** IN-PLANT RECALL LIST
- A combined seniority list of **Plant Protected Status employees**, preferentially placed employees with recall, eligible laid-off, Return to Basic Unit and Article VIII, Section 1(b) rights to that location is maintained by the Hourly Personnel office of the hiring location, **but will be approved by the NJSOESC.**

ADMINISTERED BY EMPLOYMENT SECURITY PROGRAMS, UNION AFFAIRS OFFICE:

- STEP 2** COMBINED IN-ZONE PREFERENTIAL PLACEMENT LIST
- **In-Zone Posting Process**
 - **Protected Status Employees (Including those who have exhausted 48 weeks of layoff are now back in Protected Status under the code VRLP)**
 - **Employees on Indefinite Layoff**
 - **Active Employees at locations with employees in Protected Status or on Indefinite Layoff**
 - **Closed Plant Return To Area**
 - Mandatory Placement

APPENDIX N	PREFERENTIAL PLACEMENT ARRANGEMENTS ATTACHMENT C — PLACEMENT HIERARCHY
STEP 3	COMBINED OUT-OF-ZONE PREFERENTIAL PLACEMENT LIST – Out-of-Zone Posting Process <ul style="list-style-type: none"> • Protected Status Employees (Including those who have exhausted 48 weeks of layoff are now back in Protected Status under the code VRLP) • Employees on Indefinite Layoff • Active Employees at locations with employees in Protected Status or on Indefinite Layoff
STEP 4	POSTING PROCESS FOR FORD EMPLOYEES WORKING AT ACH-LLC LOCATIONS
STEP 5	POSTING PROCESS FOR VOLUNTEERS AT ALL PLANTS IN-ZONE TO A PLANT WITH EMPLOYEES IN PROTECTED STATUS OR ON INDEFINITE LAYOFF
STEP 6	SKILLED TRADES VOLUNTEERS FOR NON-SKILLED (PRODUCTION) OPENINGS
STEP 7	COMBINED LIST OF ENTRY LEVEL EMPLOYEES
STEP 8	REHIRE-NEW HIRE – Rehires are considered before hiring new employees

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

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

1. Eligible employees are those active employees who have been assigned, subsequent to February 13, 1982, to a plant other than their Basic Unit pursuant to the provisions of Appendix N, or other special placement programs. Employees who have transferred among plants where local agreements allow employees to be placed in a plant other than their Basic Unit are not eligible for transfer under this provision.
2. Eligible employees **will automatically be considered** to return to the plant which is their Basic Unit or, in the case of employees from closed locations, to return to other plants in the same zone as their Basic Unit. Eligible employees include those employees who previously were ineligible because of (1) a failure to make a timely application, or (2) a refusal of an opportunity. Local management is responsible for communicating this process to employees. Copies of acceptances and declines will be forwarded to the National Ford Department.
3. Employees placed in-zone or out-of-zone subsequent to the Effective Date of the Agreement will be eligible to return to their Basic Unit as set forth below. Such employees shall be placed (in seniority order) on a "return home" list at the plant which is their Basic Unit.

Employees will be surveyed for Return to Basic Unit opportunities in seniority order. An employee (in-zone and out-of-zone transfers) will not be eligible for Return to Basic Unit opportunities prior to six months from the date on which the employee is transferred to a plant other than their Basic Unit. A separate list of employees from closed locations who have applied to return to the zone of their Basic Unit will be maintained by the Union Affairs Office and the National Ford Department.

4. Each facility will maintain an applicant listing for use by the local parties.
5. Should a Ford Motor Company plant with a “return home” list have employment requirements, it will combine its “return home” list and recall list (if any) in seniority order and recall from such combined list until its needs are met or such combined list is exhausted. Should the combined list be exhausted and additional employment required, it will fill further openings in accordance with the provisions of this memorandum and other applicable agreements between the parties and then by hire or rehire. However, employees from closed locations will be returned to available work at other plants in the same zone as their Basic Unit in accordance with the Placement Hierarchy, Appendix N, Attachment C.
6. Should an employee return to their Basic Unit or, in the case of employees from closed locations, to a plant in the same zone as the employee’s Basic Unit, under the provisions of paragraph 5 above, the employee will retain no seniority rights at the “releasing” plant. Should an employee on the Return to Basic Unit list, as described under paragraph 3 above, subsequently refuse an offer of return, the employee shall be offered no other rights under this Memorandum.
7. The provisions of this Memorandum will have no impact on the application of Article VIII, Section 1(b) of the Collective Bargaining Agreement.
8. It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully

trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by “returnees”, the availability of replacement personnel, product or new model launch, releasing plant staffing requirements, etc. Where possible, Management will endeavor to release employees within 30 days provided the location has the flexibility to employ a provisional workforce. Disputes regarding this issue may be immediately referred to the Company’s Union Affairs Office and the UAW’s National Ford Department for resolution. Division and Operations Labor Relations personnel will be re-advised of the importance of prompt release of returning employees.

9. Employees transferring pursuant to the provisions of this Memorandum will be eligible for moving allowances provided by Article IX, Section 28(b) of the Collective Bargaining Agreement on the same basis as a laid off employee. Such employee also, upon acceding to their home plant will be placed on available work and will not be eligible to alter the vacation schedules in effect at the time of their return.
10. The parties recognize that the provisions of this Memorandum have complex administrative implications. Accordingly, claims of violation are not subject to the Grievance Procedure (Article VII of the Collective Bargaining Agreement) but instead may be resolved through the Appeal Procedure to the National Job Security, Operational Effectiveness and Sourcing Committee.

APPENDIX P**UAW-FORD MEMORANDUM OF
UNDERSTANDING SOURCING**

The Company will work with and assist the Union at both the Local and International levels to preserve jobs, replace jobs which may be lost by outsourcing action, and to create jobs for Protected employees in **the Job Security Program (JSP)** and laid off employees. It is an objective of the **Union and Company** to grow the business and to continue to rely upon its employees and facilities as the source of its products. **In order to achieve such an objective, however, it is imperative that the parties mutually embrace and continually enhance the precepts long established by other joint forums, such as Continuous Improvement and Quality. Only through the exhaustive efforts of both parties will the Union and the Company be able to establish and sustain the highest levels of efficiency, productivity, and quality that are necessary to remain truly competitive in the automotive marketplace and provide the level of job security that both parties desire.**

During the term of the 2007 Agreement, the Company will advise, in writing, the Union members of the sourcing group of the monthly Sourcing Council meeting results, including the number of potential jobs affected. Additionally, data regarding work brought in-house and work outsourced will be given to the International Union in a monthly meeting. (The Company will provide this data to the International Union via email or on a computer disk, and to the impacted local parties, via email, reflecting their individual plant status). In this manner, the parties can judge the success of mutual efforts toward improved job security. The Company further agrees to address its sourcing during the 2007 Agreement, in accordance with the guidelines herein.

The rationale for sourcing actions will consider the criteria of quality, technology, cost, timing, statutory requirements, occupational and related environmental health and safety issues, the impact on long-term job stability, the degree to which the Company's resources can be allocated to further capital expenditures, the overall financial stability of af-

affected facilities, and the impact on related facilities. Other factors considered by the Company before a final sourcing decision is made will include the effect on employment, job and income security costs, on both a short and long-term basis, and Company assets and their utilization (see Volume IV, Sourcing – Standardized Financial Form). The National parties will jointly further develop the above criteria to be used to address sourcing issues. In developing financial criteria appropriate Corporate return on investment and burden will be considered. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability.

In addition, the following specific commitments have been made to address sourcing-related job security concerns of UAW members:

1. **Implementation of Appendix P**

a. **National Job Security, Operational Effectiveness and Sourcing Committee (NJSOESC)**

The parties have agreed to create a National Job Security, Operational Effectiveness and Sourcing Committee (**NJSOESC**), comprised of Company and Union representatives including the Vice President and Director of the National Ford Department and a senior member of Labor Affairs. With respect to sourcing, the **NJSOESC** will be responsible to implement any training during the term of the 2007 Agreement. The **NJSOESC** also will monitor sourcing at the national level and address sourcing concerns and their impact on the workforce. The International Union and, where appropriate, the Local Union, will be provided full and timely access to all appropriate data, including financial information, that is pertinent to evaluate product competitiveness and contemplated sourcing.

The appropriate member(s) of the **NJSOESC** will oversee and assist the Local Job Security, Operational Effectiveness and Sourcing Committee (**LJSOESC**) in implementing the parties' objectives. If the parties cannot resolve a sourcing issue, the Local Union may file a grievance at the second step of the regular Grievance Procedure.

b. **Local Job Security, Operational Effectiveness and Sourcing Committee (LJSOESC)**

The parties have agreed that a Local Job Security, Operational Effectiveness and Sourcing Committee (**LJSOESC**), will consist of equal members of Company and Union representatives including, for the Company, the Plant Manager/Parts Distribution Center Manager, Controller/Office Operations Manager, Human Resources Manager or Labor Relations Supervisor, and other management representatives as designated by the Plant Manager/Parts Distribution Center Manager; and, for the Union, the Plant Chairperson, the Local Union President, if he/she so elects, Bargaining Committeepersons, the local UAW Job Security Representative, and other local Union representatives as designated by the Plant Chairperson. With respect to sourcing, the **LJSOESC** will monitor sourcing at the local level, including review of all market test and outsourcing notices, and address sourcing concerns and their impact on the workforce.

2. **Insourcing**

The **NJSOESC** and, where appropriate the **LJSOESC**, will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Union identifies as that which might be performed competitively within the location based on the criteria outlined above.

To assist in this process, the Company will provide, on an annual basis, **an electronic file of** current information related to the vehicle sourcing patterns for the assembly and components of vehicles manufactured and sold in North America, and will update the information as changes occur to the make/buy pattern. **The file will be delivered electronically to the UAW National Ford Department Sourcing Coordinator.**

Upon request of the Union, the assessment of the cancellation cost associated with discontinuing a sourcing agreement with an outside supplier will be provided to the Union as soon as practicable,

but in no event later than 30 days from the initial date of request.

If the Union, at either the Local or National level, identifies work that it believes it can perform competitively in accordance with the criteria outlined above, it may utilize available resources to submit a business case in writing to the Company on a template to be agreed upon by the parties. If the business case is based upon cost, the Union is to complete and attach the Standardized Financial Form. The business case is to be signed by the LJSOESC and the UAW National Ford Department Sourcing Coordinator. The Union, thereafter, will present its proposal to the applicable Company decision-making party/parties.

If it is established that certain work can be performed competitively, judged by the above criteria, Management will adopt the Committee's proposal and, barring unique or unforeseen circumstances, bring the work in-house. The Union shall thereafter obtain any necessary approval or ratification within 30 days of the decision to bring the work in-house.

3. Temporary Insourcing

When temporary insourcing from an outside supplier is being considered, the Company will provide to the Chairperson of the Local Union a written notice containing the reason(s) for the temporary action and the length of time that the work is estimated to remain inside. A copy of the notice will be provided to the National Ford Department and Labor Affairs. A temporary insourcing action is not to exceed 12 months, unless agreed upon by the parties, and will not require written market test or outsourcing notification when the Company subsequently moves the work to an outside supplier. In the unlikely event that a temporary action exceeds 12 months, or the extension to the 12-month period as agreed upon by the parties, the work will be subject to written outsourcing notification as contained in the provisions of this memorandum.

4. Outsourcing

Outsourcing as used herein means the Company's sourcing of work from UAW employees covered by this Agreement, including work connected with current, new or redesigned vehicles, fabricated parts, powertrain, and component products.

The Company will establish fair and consistent guidelines for conducting market tests to allow both internal and external organizations to bid on work. Such guidelines will be published and communicated to Company Buyers and the International Union. **Prior to** a market test **being** initiated, the International Union and the Local Union at the affected location(s) will be notified in writing by the Company. At such time, the **LJSOESC** will meet to discuss the reason(s) for the market test. The written notification letter, among other things, will identify the sponsoring activity and the **potential** suppliers being asked to participate in the market test. Copies of the Request for Quotation package, **along with a list of the suppliers that have been identified to participate in the market test**, will be sent to the Local Job Security Representative of the affected location(s), **in advance of copies being sent to external supplier(s). The Local Job Security Representative will have the** responsibility to share the package with the other members of the **LJSOESC**. Following receipt of the request for quotation package (or written notification in the rare case where a quotation package is not utilized), the **LJSOESC** will have the opportunity to jointly develop a plan to perform the work competitively, judged by the criteria listed earlier in this Appendix. As required, the Sourcing Authority, or other Company activities involved in the sourcing decision-making process, will assist and support the **LJSOESC**. The **LJSOESC** should utilize the Standardized Financial Form to jointly calculate the cost associated with the component(s) being market tested. The local Union will be provided full and timely access to all appropriate data, including financial information that is pertinent to evaluate product competitiveness and the potential effect of the sourcing action. The Company will complete the market test within six months from the initial notice to

the Union. When this six-month period expires, the market test will be considered closed and no further activity related to the product(s) covered by the notice will occur unless the Union has been notified by way of a re-issued market test letter.

In circumstances where early supplier involvement is necessary because there is insufficient information to conduct a market test or make a sourcing decision based on traditional selection criteria, a non-traditional selection process, e.g., design competition, may be utilized. When this process is used, the Company will discuss such process in advance with NFD-UAW representatives.

At such time as the sponsoring activity has received the results of a market test (or a similar point in the sourcing process when a market test is not applicable, e.g., design competition) and an outsourcing decision is contemplated, the International Union and the Local Union will be given written notice. The notice shall be provided to the Union as far in advance as possible or promptly following Sourcing Council approval, and consistent with the timing requirements of the **Global** Product Development System (**GPDS**). The notice will provide, on a confidential basis, the reason for the outsourcing, a description of the work involved, the impact on the workforce including identification of any offsetting sourced work, when applicable, the identification of the sourcing authority, the quality status of the recommended supplier, and a copy of all data contained in the financial analysis submitted to the Sourcing Council. The financial analysis should incorporate the costs jointly calculated by the **LJSOESC**, and the other applicable Company activities, during the market test process.

- a. When such an outsourcing decision is contemplated at any level of the Company, the written notice will be given to the Vice President and Director of the National Ford Department. A copy of such notice will be given to the Chairperson of the Unit Committee at the same time.
- b. When such a contemplated outsourcing decision is initiated by the Company at a level external to the affected location(s), the Company will provide suffi-

cient advance written notice to allow the designated Management representative at the affected location(s) to comply with the notification procedure.

- c. Additionally, International Union and Local Union input will be sought by the Company as early as possible in the outsourcing decision-making process. The intent of the evaluation period and Union input being sought as early as possible is to allow for more thorough discussion and to permit the parties to assess better the impact of outsourcing on the long-term job stability of employees and the financial viability of given Company locations.
- d. The Company will not enter into a contractual relationship with a non-UAW-Ford supplier until such time as the designated Management representative of the affected location provides written verification that the above notification procedure and discussion by the LJSOESC has taken place.

A proposal to keep the work in-house will be made by the Union within 90 days of the receipt of the written notice. Such proposal shall be in the form of a written business case and be signed by the LJSOESC and the UAW National Ford Department Sourcing Coordinator. If the business case is based upon cost, the Union is to complete and attach the Standardized Financial Form. During such time, if the LJSOESC agrees, resources will be provided to jointly study the feasibility of reducing internal operating costs in an attempt to keep the work in-house. **The Union, thereafter, will present its proposal to the applicable Company decision-making party/parties.** If it is established that the work can be performed competitively, judged by the criteria listed earlier in this Appendix, Management will, barring unique and unforeseen circumstances, keep the work in-house. The Union shall thereafter obtain any necessary approvals or ratification within 30 days of the decision to keep the work in-house.

- e. In cases where the Union believes that the decision by the Company to outsource is improper, the Union

may appeal to the Executive Committee of the sourcing authority's Sourcing Council for further consideration. The appeal shall be made by the Vice President and Director of the UAW National Ford Department through the Company's Executive Director of **U.S.** Labor Affairs. The Union's appeal shall be made within the 90-day period described in paragraph **4d** above, and the Sourcing Council shall hear the appeal as soon as practicable.

Thereafter, if the Union so decides, it may appeal its case directly to the Umpire, in accordance with the Sourcing - Grievances letter of understanding.

- f. The Company agrees to a full disclosure to the International Union of the procedures utilized in the sourcing decision-making process.

When a temporary outsourcing action is being considered, the Company will provide to the Chairperson of the Local Union, a written notice containing the reasons it is considering the temporary outsourcing at that facility and an estimated date the work will be returned. The notice of the outsourcing action will be given as soon as practicable, consistent with the reasons such outsourcing becomes necessary. Copies of this notice also will be provided to the National Ford Department.

5. Future Product Sourcing

a. Quarterly Meetings

UAW-Ford Quarterly Meetings will be continued and will include periodically a review of North American vehicle cycle plans for assembly, stamping and powertrain. A confidential summary of these plans which identify new or redesigned vehicles, subsystems or component parts will be provided to the Vice President and Director of the UAW National Ford Department.

b. Early UAW Involvement/Meetings

To provide the Union full involvement at the earliest stages of the decision-making process, the applicable Company Vehicle **Programs** Director, or his/her designated representative, at the **Pre-Program Start (PPS)** Milestone Meeting, will inform the

respective UAW **Future Product Sourcing** Representative of New Major Vehicle Programs or Major Redesigned Vehicles. Information discussed at this meeting will typically include program objectives, major program milestone dates, marketing objectives and customer requirements, and potential assembly plant loading.

c. **Vehicle Program Overview**

Following the **Pre-Program Start** Milestone Meeting for New Major Vehicle Programs/Major Redesigned Vehicles, subsequent meetings (Program Overviews) will be scheduled by the Company to review specific vehicle, subsystem or component plans. Chief **Nameplate** Engineers will conduct such meetings. Typically, such meetings will cover vehicle objectives and targets, processes and timing, the sourcing pattern for assembly and major components (including known or anticipated changes to existing sourcing patterns) and plans for prototypes.

d. **Powertrain Plans Review Meeting**

Senior management from Powertrain Operations will meet annually with the leadership of the UAW National Ford Department to review long-term Powertrain plans and their anticipated effect on Powertrain plants.

e. **Product Development**

It is imperative that sourcing discussions and notification become an effective and trusted tool. It is recognized that early involvement by the UAW will greatly enhance the chances for mutual success and will not jeopardize the product development objectives of quality, speed to market, product innovation, and lower total cost.

The Company's continuing objective is to further compress product development time frames and improve speed to market. The timing for achieving product development milestone events will fluctuate depending on the risk inherent in each product program. Therefore, future sourcing notification timing will vary uniquely with each program on a

case-by-case basis. Specific product development target dates will be disclosed at the **Program Start** Milestone Meeting. The reality of variable program timing and ongoing system change dictates frequent and structured communication for effective sourcing discussion and notification.

The product development cycle for New Major Vehicle Programs or Major Redesigned Vehicles will generally range from approximately 50 months before Job 1 for Program **Start**, to approximately 41 months before Job 1 for Program Overviews, to approximately 30 months before Job 1 for Program Approval. In the case of niche vehicles, it is understood that the product development cycle time could be condensed.

f. **Meetings with Operations**

Upon the request of the Union, the Company will schedule subsequent meetings with Program Management and/or Operations Managers or their designated representatives to discuss issues of concern to the Union. Other appropriate Management personnel, such as representatives from Purchasing and Engineering, may attend the meetings.

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

The implementation of this process should provide the parties the mechanism to take advantage of every opportunity to use internal resources.

The commitments expressed in this Memorandum of Understanding are intended to contribute significantly to our cooperatively working together to provide Ford Motor Company employees in the United States improved job security by expanding the business.

APPENDIX Q**UAW-FORD MEMORANDUM OF UNDERSTANDING
"BEST-IN-CLASS" QUALITY PROGRAM**

The parties recognize that continuous improvement in the quality of the Company's products and services to meet customer needs and values is essential to securing Ford's long term success in the marketplace and real job security for its UAW represented employees.

For a number of years, the UAW, Ford Motor Company, and its employees, including those represented by the UAW, have worked together in a spirit of teamwork, cooperation and mutual interest to improve product quality. These efforts have produced substantial results. Ford and the UAW further recognize that local union and employee support and involvement have been key elements of the progress that has been achieved.

From the time the "Best-In-Class" Quality Program was established in 1987, the parties have worked toward achieving mutual goals and have demonstrated the ability to take a problem solving approach to issues. The strengthening of this joint relationship has created a highly successful program based upon a foundation of mutual trust and respect that assures all issues can be resolved on a day-to-day basis. Therefore, this Memorandum and the "Local Quality Representative" Letter of Understanding are "living documents" permitting the parties to continuously improve, support and expand the UAW-Ford "Best-In-Class" Quality Program outside the normal collective bargaining process.

This Memorandum is an on-going agreement which will not expire concurrently with the Collective Bargaining Agreement. Accordingly, the provisions of Article X, Section 10 and Article XI, Sections 2, 3 and 4 will not apply to this Memorandum of Understanding or the "Local Quality Representative" Letter of Understanding. The UAW-Ford National Quality Committee will provide the overall coordination for the continuous improvement of this Program. The Committee will continually review and update the direction of the parties' joint quality efforts, including internal Program processes, and will make recommendations to the UAW-Ford Quality Improvement Steering Committee on a

periodic basis. The Committee also will be responsible for communicating any changes in the Program to Ford-UAW locations. Should either party believe it would be more appropriate for the "Best-In-Class" Quality Program to have an expiration date that coincides with the present Collective Bargaining Agreement, the party may submit this request to the Vice President and Director of the UAW-Ford Department and the Company's Vice President of **Labor Affairs** for review and approval.

The structure and responsibilities within the "Best-In-Class" Quality Program are set forth below.

I. **UAW-Ford Quality Improvement Steering Committee**

The joint UAW-Ford Quality Improvement Steering Committee will continue to direct and expand the quality improvement activities of the UAW-Ford "Best-In-Class" Quality Program to support continuous improvement in the Company's products, services and processes, including:

- **Review annual quality objectives, strategies, and indicators** for the UAW-Ford 'Best-In-Class' Quality Program **and for the Company** Quality Operating System (QOS). The Committee will jointly develop measurables to support the annual objectives and the QOS.
- **Drive joint actions to improve quality of products, processes, and services.**
- Discussions concerning the Company's manufacturing, assembly, and parts distribution facilities, as well as suppliers and dealers.
- **Review and support** joint exploration (including consideration of pilot efforts) of new and enhanced processes to improve quality of components and vehicles produced by Ford.
- Support the Company objective of producing "Best-In-Class" vehicles that meet **or exceed** expectations of present and future customers.
- Seeking ways to create a work environment which allows the full contribution of each employee toward the achievement of quality leadership by Ford.

The Steering Committee will:

- Be co-chaired by the Vice President, Manufacturing and by the Vice President and Director of the UAW-**Ford** Department and include an equal number of Union and Company representatives designated by the respective co-chairpersons.
- Be supported by a full-time UAW-Ford National Quality Committee to implement the provisions of the UAW-Ford "Best-In-Class" Quality Program and maintain liaison with operations **working quality committees** and local quality committees **guided by a process (e.g., Chartering)**, recognizing that program design may vary among the organizations involved.
- **Review and have access to the Ford Motor Company Global Quality website for quality data and metric reports including but not limited to: J.D. Powers, Global Quality Research System (GQRS), Consumer's Report, Analytical Warranty System (AWS), US Market Research Schedule, and The Customer Speaks.**
- Oversee and provide for development of new UAW-Ford "Best-In-Class" Quality Program education and training **through the Targeted Training process.**
- Review the activities and recommendations of the National Quality Committee, plans for operations and facility quality initiatives, and the results of local and national quality actions.

II. UAW-Ford National Quality Committee

A full time UAW-Ford National Quality Committee will continue to develop and recommend programs to the Steering Committee, provide feedback to that Committee, **transform Steering Committee strategies into actions for implementation by the local quality committees**, participate on operations **working** quality committees and assist local facility quality committees.

The National Quality Committee will be co-chaired by an appointed representative of the Vice President and Director of the UAW-**Ford** Department and an appointed representative of the Vice President of **Labor Affairs**. The National Quality Committee shall continue to be comprised

of equal numbers of representatives from the Union and the Company. The Union's representatives on the National Quality Committee will be appointed by the Vice President and Director of the UAW-Ford Department.

III. UAW-Ford Operations Quality Committees

Presently established operations quality committees will continue to function and their application and activities will be on a uniform basis to all operations with employees covered by this Agreement.

These operations quality committees will continue to include representatives of operating Management, the UAW-Ford National Quality Committee, and other Company and UAW representatives as appropriate.

These committees will meet at least **semi-annually**, or more frequently as they determine necessary, to discuss and review quality **performance objectives** and indicators concerning the operations' products and services and joint actions that could be taken to **drive** and support improvement. Other topics of discussion or activities include:

- Transforming the strategies from the UAW-Ford Quality Improvement Steering Committee into a roadmap and actions for implementation by the UAW-Ford Local Quality Committees.
- **Vehicle Quality Reviews / Product Commodity Team Meetings, weekly operations meetings, and monthly Quality conference calls.**
- Assuring Company and Union leadership, commitment **to driving customer satisfaction, continuous improvement, and full workforce** involvement in **achieving Best-In-Class** Quality.
- Emphasizing the importance of customer satisfaction in the quality improvement process.
- Reviewing specific operations and local education and training needs to support continuous quality improvement, including specific tracking and monitoring of such training.

- Sharing information on Company, operations and facility competitive quality positions including future goals for continuous improvement.
- Emphasizing the importance of total involvement and commitment of the entire workforce in quality improvement.
- Providing recognition and positive reinforcement for the quality improvement process.

IV. UAW-Ford Local Quality Committees

Facility committees will be co-chaired by the facility manager and the unit chairperson. Other committee members will include the Facility Operating Committee, to include the Product Vehicle Team (PVT) Manager or Product Resident Engineer and Supplier Technical Assistance (STA) Resident and other representatives of local management as appropriate, the local union president (if he or she so elects), the Local Unit Quality Representative, the Employee Resource Coordinator and other members of the unit committee designated by the unit chairperson.

These local committees will continue to meet at least monthly, or more frequently as they determine necessary. The unit quality representative and facility quality manager will be responsible for coordinating the resolution of local quality committee matters and reporting the results to the co-chairs of the local quality committee between scheduled meetings.

The focus of these committees is to discuss and review quality information and indicators concerning the facility's products and services and joint actions that could be taken to **drive** improvement. Additionally, local committees will:

- Develop and implement local plans for quality improvement consistent with the objectives and strategies designated by the UAW-Ford Quality Improvement Steering Committee and the Operations Quality Committees.
- Provide direction and support for the unit quality representative in the quality improvement process,

including supporting the principle that all employees have a responsibility for quality in their work.

- Assure that the quality representative has regular access to **the quality operating system** management including weekly meetings with the facility quality manager, or a designated representative in that manager's absence.
- Review internal processes and establish a system locally to address vehicle concerns, with a goal of minimizing the quality representative's involvement in this area.
- Assure that a process is in place to advise the quality representative of reworks and campaigns and to ensure proper communication with the affected employees.
- Establish a process locally that allows employees to raise product quality concerns, make the necessary corrections, and stop the operation, when necessary. This process must ensure that the concerns are immediately addressed, appropriate containment measures implemented, and the operation restarted.
- Ensure the quality system addresses the hourly and salaried employees' role in the containment of non-conforming parts. The system will incorporate the responsibility of these employees to contain non-conforming parts, the process for rejecting/releasing the parts and the communication plan to provide feedback to the affected employees.
- Monitor performance against quality objectives to support and maintain a continuous quality improvement process.
- Establish a mutually acceptable process for the unit chairperson and facility management to identify hourly employees to visit other facilities or suppliers, as appropriate, to resolve quality concerns. A training program for these employees will be developed by the National Quality Committee.

- Establish teams of hourly and salaried employees, including the Local Unit Quality Representative, to work with and visit outside suppliers to identify and resolve quality issues and concerns, as appropriate.
- Review local education and training needs to support quality improvements.
- Integrate "Best-In-Class" Quality Program and other quality improvement activities with **employee participation** and other joint activities to address common areas of interest and assure mutually supportive relationships.
- Oversee the process to ensure that all scrap materials are purged from the facility in an expeditious fashion.
- Review product launch progress and other engineering changes and ensure timely communication of appropriate information to affected facility employees. Explore opportunities for greater hourly employee involvement in the product launch process.
- Facilitate communication between product engineering and work groups, ensuring necessary engineering assistance as appropriate.

V. **Local Unit Quality Representative**

Provisions for a local unit quality representative, including such topics as number, appointment, functions, training requirements and other matters, are set forth in a separate letter of understanding.

The functions and responsibilities of the quality representative include the following:

- Participating on the local joint quality committee to handle joint quality initiatives.
- Coordinating the resolution of local quality committee matters and reporting the results to the **facility manager and building** chairperson between scheduled meetings.
- Participating in product launch quality reviews.
- **Investigation** and closure of Quality Hot Line calls and Quality Concern Resolution cases.

- Participating in the development and implementation of local strategies to achieve facility **internal and external** quality performance objectives.
- Participating on the facility team completing quality self-assessments.
- Participating in local Incoming Quality meetings, and on facility teams of hourly and salaried employees to identify and resolve quality issues and concerns with outside suppliers.
- Assisting in the preparation of quality performance information and related material to be shared with UAW represented employees to enhance their understanding and support of facility quality initiatives.
- Verifying compliance with QPS sheets when investigating a quality issue or customer concern.
- **Participating in the development and implementation** of job related quality training.
- Maintaining communication with the UAW-Ford National Quality Committee, and attending meetings as required by the UAW-Ford National Quality Committee.
- Performing other functions associated with joint quality initiatives as may be required from time to time by mutual agreement of the Company and the Union.

VI. **Quality Concern Resolution Process**

The Company and Union recognize that it is in the best interests of both parties to resolve employees' product quality concerns as soon as possible, at the facility where they originate. This quality concern review process **will originate at the location and may** include review by the operations quality committees and, if required, the UAW-Ford National Quality Committee.

The UAW-Ford National Quality Committee will provide ongoing coordination of this process, which will be independent of the grievance procedure provided in the Collective Bargaining Agreement.

VII. Supplier Relationships

It is recognized the "Best-In-Class" quality principle of "Working Together for Quality" includes the employees' relationships with all suppliers, both external and internal. It is the hourly and salaried employees' responsibility to ensure quality parts are used in the production of Ford vehicles, regardless of their manufacturing source.

Accordingly, all suppliers will be responsible for their quality performance (consistent with the Supplier Corporate Citizenship letter dated **November 3, 2008**). Additionally, the Company is responsible for the administration of policies consistent with the provisions set forth in the Q1 2nd Edition. The National Quality Committee will have timely access to the list of suppliers that have been placed on Q1 probation or had their Q1 status revoked and may visit outside supplier locations in conjunction with the **Ford on-site Supplier Technical Assistance Engineer. If issues arise with the ability to access an outside supplier facility, the National Quality Committee will work through the Supplier Technical Assistance Manager to address the concern.** Further, the UAW-Ford National Quality Committee shall be afforded periodic meetings as needed with Supplier Technical Assistance/Purchasing and the various operations to obtain information on supplier improvement processes and discuss outside supplier concerns.

VIII. Customer Satisfaction Activities

Building upon our significant long-term efforts and progress in improving product quality, the UAW and the Company agree to discuss alternative means of utilizing consumer insights and feedback to improve customer satisfaction. Joint activities to support this objective will be the subject of ongoing discussion between the Union and the Company.

The parties agree to continue to utilize local dealer panels where mutually agreeable, whereby, after appropriate orientation and training, the National Ford Department and local union offices may communicate with the Company's customer services activities on customer concerns

and other quality matters. Such local **Vehicle Concern Service Resolution Process**/dealer panels will be affiliated with and under the jurisdiction of the UAW-Ford National Quality Committee. In addition, the UAW-Ford National Quality Committee will **utilize** a multi-step procedure for Company locations to follow to resolve employee vehicle complaints, where no dealer panels exist. Members of the UAW-Ford National Quality Committee will visit each facility to communicate the new procedure, and make recommendations, as appropriate.

The parties also agree that it continues to be important to improve communication among representatives of the Union, the Company, and the dealers on issues of common concern regarding the achievement of their respective quality objectives. As a key step in achieving and maintaining this level of communication, the parties agree that Ford Motor Company will continue to seek to have the Vice President and Director of the **UAW-Ford** Department invited to meet with the officers of the Ford and Lincoln-Mercury Dealer Councils. The Steering Committee may develop other appropriate quality related communications or actions for discussion with the Dealer Councils.

IX. **Other Matters**

The Company and the UAW **will continue to support** certain quality promotional activities to increase employee **and consumer** quality awareness and recognize employee contributions in product and service quality improvement. Opportunities could include auto shows, certain sporting venues, community activities, and charitable events where mutually agreeable and beneficial to UAW-Ford employees, subject to verification by appropriate market research in those cases where customer contact and other marketing and advertising considerations are involved.

Further, the Company acknowledges the support of the UAW National Ford Department, local unions and UAW represented employees in various ways in recent years regarding the Company's "Quality is Job 1" advertising campaign, the introduction of certain new products, and

other similar activities which likewise have proven to be mutually beneficial. Accordingly, the Company intends to continue to provide similar opportunities in the future.

A generic Joint quality decal or sticker will be affixed to UAW built vehicles indicating that these products were proudly built by UAW-Ford members. This decal signifies the UAW's commitment to the improvement of Ford Motor Company product quality. The UAW-FORD National Quality Committee will continue to be the provider of these decals/stickers.

The UAW-Ford National Quality Committee will **use** an assessment tool, including a coaching document, to assess the effectiveness of Local Quality Committees for conformance to Appendix Q. **Self assessments** will be conducted in conjunction with **the OSS assessment** process.

The UAW-Ford National Quality Committee will develop an introductory awareness module on quality to be included in the New Employee Orientation Program for new employees.

The UAW-Ford National Quality Committee, the respective Operations Quality Offices **and the Local Quality Committees** will conduct **Quality communication and training based on resource specific business needs.**

The UAW-Ford National Quality Committee shall receive advance notification of field service actions.

X. **Funding**

Funding for program development and agreed upon training programs in support of this Memorandum of Understanding and the UAW-Ford "Best-In-Class" Quality Program will continue to be provided by the UAW-Ford Education, Development and Training Program, in accordance with provisions governing that Program. Local initiatives will be charged to local training funds.

APPENDIX S

**UAW-FORD MEMORANDUM OF
UNDERSTANDING
FOR THE HEALTH AND SAFETY OF
EMPLOYEES**

The UAW and Ford are proud of their accomplishments and long standing dedication to the resolution of employee health and safety concerns. This Memorandum of Understanding reflects the concern of the UAW and the Company for the health and safety of employees in the workplace. Jointly, the parties will continue to strive for a healthier and safer workplace through the involvement of all employees.

In order to foster a culture and environment that embraces every aspect of workplace safety as a way of life and overriding value in everyday activities, management representatives from all areas of the Company, along with the UAW, formed a Safety Leadership Initiative. This initiative focuses on leadership commitment and management involvement and accountability at all levels and builds upon the long standing commitments of the UAW and Ford to health and safety and Best-In-Class joint training programs. With a goal of zero fatalities and serious injuries, the leadership of the UAW and Ford will continue jointly to sponsor activities to support a relentless daily focus on safety that protects employees, prevents accidents and injuries, and provides a safe workplace. Initiatives will continue to focus on: enforcing and complying with health and safety programs, procedures, and safe work practices; supporting effective and efficient NJCHS training; expanding upstream pro-active design for health and safety; conducting effective Safety Process Review Boards; exploring methods to enhance safe pedestrian movement in aisles; inspecting and maintaining combustion equipment; energy control and power lockout emphasis; walking and working surface safety; expanding the involvement of employees, team leaders/coordinators, supervisors, and work teams in the overall safety process; and ensuring joint health and safety audits of all plants and facilities to achieve continuous improvement.

Accordingly, the Company shall have the obligation to continue to make reasonable provisions for the health and safety of its employees during the hours of their employ-

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ment. The Union shall cooperate with the Company's efforts to carry out its obligations. Therefore, the following Memorandum of Understanding for the Health and Safety of Employees is adopted.

I. National Joint Committee on Health and Safety

The parties recognize that efforts directed toward a safe and healthy workplace must represent a fully joint commitment. Therefore, the National Joint Committee on Health and Safety (NJCHS) was established as a mechanism to guide health and safety concerns in the appropriate direction. The National Joint Committee shall continue to be comprised of equal numbers of representatives from the Union and the Company. Union representatives of the Committee will be appointed by the Director of the National Ford Department. Each party will appoint to the Committee at least one member who has professional training in industrial hygiene or safety.

Among those matters that would continue to be appropriate for discussion by the NJCHS would be significant developments of a mutual interest in the health and safety fields, changes in the Company's health and safety programs due to legal requirements or Company policy revisions, review of the meaningful injury and illness experience of the Company's plants, and procedures to minimize employee exposure to known harmful physical agents or chemicals.

In the course of NJCHS discussions, the Company will continue to disclose the identity of any known harmful physical agents or chemicals to which employees are exposed. In addition, the Company will continue to arrange for surveys of specific plants at the request of the National Ford Department. Results of such surveys, as well as regular plant surveys conducted will be provided to the International Union through its representatives on the NJCHS.

Past arrangements will continue to be made through the NJCHS for professional health and safety representatives of the International Union to visit Company plants in connection with particular health and safety problems.

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The NJCHS has access to plant data required on OSHA Form 300A (“Summary of Occupational Injuries and Illnesses”), or any successor document, the total man-hours worked and the incident rate for each plant for the comparable period. Also, the Company will continue to provide to the International Union through the NJCHS prompt notification of fatalities and serious injuries resulting from work-related accidents.

National Joint Committee functions are as follows:

- **Sponsor joint conferences that provide training and education, and stimulate interest in health and safety programs and procedures.**

Conferences/meetings sponsored by the NJCHS for Company and Union Health and Safety Representatives will be held **no less than** annually **or as deemed necessary by the NJCHS** to provide required training and education and to stimulate renewed interest in health and safety programs and procedures to further improve the workplace for all employees. Conference expenses, including wage payments for lost time, will be paid with joint funds. Joint funds will pay for lost time (eight hours per day base rate plus COLA) for Unit Health and Safety Representatives who participate in these conferences. The Company will recognize and compensate properly appointed alternates when the Unit Health and Safety Representative is out of the plant to attend such training. The NJCHS will consider appropriate requests to provide financial support for periodic Operations meetings of safety professionals to share best practices and receive current health and safety information.

- **Oversee joint training and education.**

The Company will continue to provide additional joint health and safety training to enhance safety awareness, hazard recognition, and technical skills of employees covered under the terms of this agreement. To provide for consistency and uniformity, the NJCHS will continue to consider joint funding requests from the plants to enable them to design training programs to meet local needs (for example,

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specialized training to address unique health and safety concerns of foundry employees). After submission to the NJCHS for review, funding requests covering projects which are consistent with NJCHS objectives will be referred to the Joint Governing Body of the Education, Development and Training Program for approval.

- **Evaluate health and safety research needs and recommend appropriate research projects.**

The parties recognize that certain health and safety matters require thorough study and appropriate analysis and research to identify and address the issues. The NJCHS will continue to evaluate health and safety research needs, recommend appropriate research projects and communicate the findings to affected employees. The NJCHS will make recommendations to the Joint Governing Body for funding of the specific project(s) under consideration as described in Section III of this Appendix S. The results of research conducted within Company facilities will only be used for purposes specifically authorized by the NJCHS.

- **Participate in Operations Safety Process Review Boards (SPRB).**

A Safety Process Review Board, co-chaired by a senior member of Operations management and a member of the National Ford Department Health and Safety Staff (or other similar arrangement approved by the Company and the UAW National Ford Department) has been established in each Operations having employees covered by this agreement. The NJCHS will continue to participate in activities of these **SPR** Boards which are expected to meet monthly or otherwise by mutual agreement to review and resolve health and safety issues and to disseminate corrective actions and information throughout their respective Operations.

- **Conduct joint health and safety reviews of plant facilities.**

The NJCHS will continue to sponsor and oversee a national joint team of Company and Union represen-

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tatives to review Company facilities and activities with regard to NJCHS programs, federal and state regulations and Company health and safety policies and procedures. The NJCHS will develop specific training requirements for review-team members. The team's principal functions will continue to be to encourage Local Union and Management cooperation concerning continuous improvement in health and safety matters, and to highlight strengths and assist in identifying areas where improvements are needed. Joint reviews will be conducted as deemed necessary by the NJCHS, but in no case less frequently than once every 18 months for manufacturing, assembly, and parts distribution units. The NJCHS joint audit process will include both scheduled and unscheduled facility audits. In addition, facilities are required to conduct quarterly self assessments using the Company's Safety and Health Assessment Review Process. **Joint Leadership at the facility are responsible for ensuring the accuracy of the facility's self-assessment.** Results, action plans, and status are to be reviewed quarterly at the Plant Safety **Process** Review Board Meetings. As part of our overall efforts for continuous improvement, the Union and Company agree to the joint selection and appropriate use of third parties for certain aspects of joint health and safety audits.

II. **Existing Provisions**

The following separate contractual provisions are reaffirmed as being in full force and effect in conjunction with this Memorandum of Understanding.

- **Article VI, Section 8;**
Unit Health and Safety Representative
- **Article VII, Section 23(b);**
Special Procedures - Health and Safety
- **Article X, Section 4;**
Health and Safety
- **Letters of Understanding:**
The following letters of understanding are unpublished.
 - Additional Health and Safety Representatives (10-31-73)
 - Limitations on the Addition of a Health and Safety Representative and Benefits Representative for Units between 600 and 1,000 Employees Already Having Such Representation (10-4-79)

III. Ongoing Research

Present Research Projects

The parties will continue to meet regularly to discuss the progress **and** results **of** the following special studies, which were initiated during previous agreements:

- **Lung Cancer Study**
- **EST research**

Both Projects are to be completed by year end 2007.

The Company and Union agree to examine and conduct research projects on subjects that address immediate health and safety needs such as ergonomics or serious acute injury prevention. The NJCHS, where appropriate, will meet, share information and coordinate research agendas with UAW-General Motors and UAW-Chrysler with respect to future projects.

IV. Training and Education

The parties recognize the desirability of wide dissemination of information concerning the causes of illness and accidents and preventive measures which can be implemented and, therefore, are continuing to address the

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need for health and safety education and training through ongoing programs and projects listed below.

Evaluation of training programs, including monitoring post-training awareness and understanding, will be conducted as determined by the NJCHS.

- **Hazard Communications (HazCom)**

The Hazard Communication Program, first initiated in 1984 to address federal OSHA requirements, is an ongoing program to satisfy requirements relative to recognizing and avoiding chemical hazards.

The Hazard Communication training program **was** updated, renamed (Chemical Safety Training Program), and redesigned following the format of more recently developed NJCHS programs. Training in this redesigned program was launched in 1997. The frequency of refresher Chemical-Safety Training will be determined by the NJCHS.

- **Energy Control and Power Lockout (ECPL)**

In 1987, the NJCHS developed a training program on lockout procedures. In 1996, a module on ECPL placarding was developed and has been included in the core training. **In 2007, the ECPL program was updated to include "hands on" training techniques, to make use of different methods of delivery, and to address new technology including energy control techniques.** In this regard, it is understood that local Management and the Unit Health and Safety Representative will review periodically the machinery and equipment lockout program currently in effect. Necessary modifications to the **local implementation of the** ECPL program will be documented and supplied to the Unit Health and Safety Representatives with the understanding that they will have an opportunity to discuss the **local implementation of the** program and make recommendations. To maintain **the** effectiveness of the ECPL program, including placarding, the rules outlined in Section 4.2.4 Training-FAS08-100 - Energy Control and Power Lockout regarding annual refresher training must be strictly followed.

The Energy Control and Power Lockout Standard and **the Placarding Materials Catalog** dated January 1996 (**and subsequent revisions**), outlines criteria and presents a method that will satisfy the identification and specific written procedures requirements of 29 CFR 1910.147 for the control of hazardous energy during servicing and maintenance of production machines and equipment with multiple energy sources.

For single energy source equipment where the energy disconnect is not evident at the operation, the location of the disconnect will be identified.

The placarding teams established in the 1993 Collective Bargaining Agreement will remain in effect **to ensure the accuracy of** all placards.

A committee which **includes** the Plant Safety Engineer, UAW Health and Safety Representative (or a Plant Chairperson who functions as a Health and Safety Representative), a facility engineer and an experienced skilled tradesperson has been established and meets on **an as needed** basis. This committee will determine placarding needs and ensure **compliance with** the placarding process. The Committee's functions include, but are not limited to developing and implementing a process for:

- installation and verification of placarding on new equipment.
- updating of existing placards **during local** engineering changes (scheduled or unscheduled).
- replacement of damaged or missing placards, and
- immediate identification and **rectification** of inaccurate placards.

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

- **Guidelines, Responsibilities, and Safe Practices (GRASP)**

The NJCHS has developed and will continue to implement the GRASP training program designed to

train: (1) committeepersons, supervisors, and superintendents on their health and safety roles and responsibilities; and (2) all employees on job hazard recognition. The program **requires an Operator Instruction Sheet/Job Safety Analysis (OIS/JSA)** for each production job or group of jobs in a specific work area. Reinforcement videos to aid supervisors in the delivery of safety talks also will continue to be provided.

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

In the case of skilled trades and other non-production employees, the NJCHS developed, and launched a new GRASP application, which includes a process to identify high risk tasks associated with machines and equipment, describes the hazards involved with such tasks, and determines appropriate health and safety controls. The basis for determination of appropriate controls will be the hierarchy, which gives preference to engineering solutions over procedures or personal protective equipment. **Additional methods of describing and placarding off standard tasks will be reviewed and implemented for recurring jobs that are performed by employees.**

- **Skilled Trades and Apprenticeship Training**

Accidents involving skilled employees continue to be a major concern of the NJCHS. Safety training will continue to be provided, consistent with the requirements of each plant, to all Appendix F employees including apprentices. Training programs have been developed covering lifting and rigging, working at heights, skilled trades chemical safety, troubleshooting, and maintenance vehicles, mobile crane and overhead gantry crane (which included additional lifting and rigging training). Where appropriate, future training projects will be developed, piloted, and delivered for specific skilled trades classifications or groups. The NJCHS will explore alternative methods

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of delivery to enhance training effectiveness and minimize disruption to operations. In addition, the NJCHS will work with the Joint Apprenticeship Committee to ensure apprentices are adequately evaluated on safe work practices.

- **Air Sampling/Industrial Hygiene Workshops**

Periodic Industrial Hygiene Workshops have been conducted by the Union and the Company. These workshops will be scheduled as needed to train new Unit Health and Safety Representatives and Company Safety Engineers.

- **Powered Material Handling Vehicle (PMHV)**

Powered Material Handling Vehicle (PMHV) Program training has been designed and conducted to instruct operators of material handling industrial trucks in the safe operation of their vehicles. The parties agree that prospective operators will receive the appropriate UAW-Ford PMHV training, properly satisfy certification requirements prior to operation of powered material handling vehicles and receive refresher training in conjunction with license renewal. The parties also recognize that “pedestrian” training is an essential element of the PMHV effort and agree that employees who work and walk around powered material handling vehicles will receive such training.

The parties recognize that loading dock safety training is an essential element of the PMHV effort. **Videos, single point lessons, and other methods,** are currently used to provide training to appropriate personnel who are involved in the process of loading and unloading trailers, **railroad boxcars and using column load dividers.**

- **Confined Space Entry (CSE)**

Work assignments that involve entry into confined spaces are a concern of the NJCHS because of the potential for serious injury or death if proper procedures are not followed. The Company has conducted and continues to conduct surveys at each location to identify confined spaces and the NJCHS developed

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and implemented a comprehensive training program on this subject for permit issuers, rescue team members and entrants/attendants. Rescue teams will receive refresher training annually on practice rescues from typical confined spaces, basic first aid, and CPR. The frequency of future confined space entrant and attendant refresher training will be determined by the NJCHS.

- **Shiftwork**

In 1995, the UAW-Ford NJCHS and ESSP jointly developed a training program to assist employees and their families to make healthy lifestyle adjustments to rotating shifts and non-traditional hours. The Program has been made available to all locations for use as determined by the local parties.

- **Safety Talks**

The parties continue to agree that safety talks conducted at least monthly by members of plant supervision and/or team leaders/coordinators will be conducted to review near-miss incidents and injuries, remind employees of the importance of work rules and safe practices, and encourage awareness of potential hazards in the workplace. The parties recognize the benefit of prompt sharing of near-miss or serious incidents with affected employees in a safety talk format in order to alert employees in the immediate area(s) of potential hazards, appropriate safe work practices, and/or corrective actions to prevent recurrence. The parties continue to agree that conditions, equipment and processes differ by plant and, therefore, the safety talks are best handled on a plant-by-plant basis. The review of these programs is a proper subject for discussion by the NJCHS. Safety Stand-downs are considered a positive way to communicate special health and safety messages. **Stand down messages will use visual aids and other methods to fully explain potential hazards to employees.** The practice will be utilized as appropriate, for example in conjunction with, vacation shutdown, Christmas holiday period, or extended plant-wide shutdowns of at least

two weeks. GRASP reinforcement videos have been produced and will continue to be available to serve as potential safety talk topics.

- **Health and Safety Training for Supervisors and Committeepersons**

The NJCHS has developed comprehensive training for supervisors and committeepersons on health and safety fundamentals, accident investigations, communications, and ergonomics.

- **Teleconferences**

The parties agree that teleconferences are an effective tool in education and training. The NJCHS will continue to utilize the teleconference facilities at the National Programs Center for these purposes.

- **Representative Training**

NJCHS sponsored training will be conducted periodically for full- and part-time elected Union representatives and alternate Unit Health and Safety Representatives.

- **Train-The-Trainer Sessions**

The NJCHS has developed a system and schedule to train coordinators of NJCHS programs from each location and will continue to conduct sessions, as required, during the term of this Agreement.

- **Orientation for new Unit Health and Safety Representatives, Alternates and Company Safety Engineers**

The NJCHS will continue to **provide** orientation for new Unit Health and Safety Representatives and Safety Engineers. Properly appointed alternate Unit Health and Safety Representatives appointed after the effective date of the Agreement will receive a comprehensive in-plant orientation with plant safety professionals based on criteria developed by the NJCHS. In addition, new safety professionals and alternates will be provided study material on all three levels of core competency as soon as practical after appointment. Should an alternate subsequently be appointed as a full-time Unit Health and Safety Representative, they must commence the

assessment process to become certified as described below.

- **Training for Health and Safety Representatives/Safety Engineers**

Present and newly appointed Unit Health and Safety Representatives (UHSR) and Company Safety Engineers will be required to be certified to a level of core competency which satisfies the disciplines for health and safety personnel in industrial hygiene, ergonomics and safety. An educational curriculum, appropriate competency criteria, and an assessment process, has been developed by the NJCHS. Safety professionals who fail to achieve core certification within an appropriate period will be counseled by the NJCHS co-chairs and required to take supplemental training provided by the NJCHS with the intent to achieve certification. All costs associated with the development and delivery of this certification program will be covered by the NJCHS. Experienced UHSRs, and Company Safety Engineers may elect to take a proficiency assessment in lieu of attending the specific training. When all competencies are demonstrated, a certificate will be issued by the NJCHS. In addition to the NJCHS certification, all health and safety personnel are encouraged to pursue additional educational opportunities and certification such as, Certified Safety Professional or Occupational Health and Safety Technologist.

V. **Other Important Matters**

- **Hazardous Materials and Environmental Control**

Company and Union Health and Safety Representatives will continue to **monitor hazardous materials and environmental control** activities (including toxic waste handling or disposal) having a direct bearing on employee occupational health and safety. **Hazardous materials and environmental controls affecting employee health and safety** will be recognized as appropriate subjects for discussion by the NJCHS.

- **Review of Technology**

The Unit Health and Safety Representatives will continue to be permitted to review new plant layouts, new manufacturing equipment, new work stations, and major process changes where employee health and/or safety may be affected and make appropriate recommendations regarding such matters. The parties agree that such reviews should be conducted in planning or tryout stages and prior to the time that new equipment or processes are released to regular production operations. Where appropriate, other hourly employees, such as skilled tradesperson(s) and/or member(s) of the Local Ergonomics Committee, may be involved in this process. Issues regarding review of technology should be discussed at the Plant Safety Process Review Board meetings. If still unresolved, the matter will be **referred and** discussed at the Operations **Safety Process Review Board** meetings.

- **Ergonomics (Fitting Jobs to People)**

The Union and the Company recognize that **musculoskeletal disorders (MSDs)** are occupational illnesses that are prevalent in the automobile industry worldwide. The Union and the Company believe that the UAW-Ford ergonomics process, "Fitting Jobs to People", can continue to reduce injuries, for all categories of employees, including skilled trades, improve quality and generate greater productivity through: (1) proper application of ergonomic principles to the work environment, and (2) increased emphasis on upstream, proactive analysis through advanced ergonomics training for engineers and Local Ergonomics Committee (LEC) members selected by those LECs and the continued development and implementation of ergonomic analysis tools and processes with the **Manufacturing Engineering Departments**.

The Union and the Company have increased awareness of ergonomic principles and practices by jointly developing and implementing education and training programs for: employees and their supervisors; Com-

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pany Safety Engineers; Unit Health and Safety Representatives; other Union representatives as appointed by the Unit Chairperson; certain process engineers; and appropriate **Medical** personnel. These efforts will continue as required to maintain such awareness, including appropriate refresher training with an ergonomics handbook for employees. In addition, the NJCHS established an ergonomics video library at FCN to share ergonomic successes among locations.

Each manufacturing and assembly Unit and Parts Distribution Center of 125 or more employees has established a Local Ergonomic Committee (LEC) to review and analyze jobs for the purpose of identifying ergonomic stressors and recommending solutions. At manufacturing and assembly units, the bargaining unit members of the LEC will be allocated, as a group, up to a total of forty straight time hours per week as the LEC Ex-officio Co-chairs so determine to conduct LEC functions and documentation outside of normal LEC meeting time. The Ex-officio Co-chairs may submit a joint request to the NJCHS Co-chairs for approval to temporarily authorize additional hours to the LEC, as a group, based on local needs. Consistent with actual work requirements, Ex-officio Co-chairs of the Parts Distribution Centers will allocate, as a group, up to a total of sixteen hours per week to bargaining unit members of the LEC to conduct appropriate functions and documentation outside of normal LEC meeting time. The Company and the Union recognize that it is important for these Committees to: (1) meet regularly with appropriate Union and Company membership in attendance; (2) be supported by Management and Local Union leadership; and, (3) be allotted sufficient time to conduct LEC functions and documentation.

Parts Distribution Center **and other** locations with under 125 employees will identify and train one (1) salaried and one (1) hourly person in ergonomics to be available as a resource. **Consistent with actual work requirements and business needs, local**

ergonomic resources will be jointly scheduled by the appropriate Manager and UAW Chairperson to attend local SPRB meetings, and conduct necessary investigation and analysis:

- **Up to 8 hours each week in locations with 1-50 employees.**
- **Up to 16 hours each week in locations with 50-124 employees.**

Any issues regarding the release of employees to conduct their ergonomic duties will be referred through appropriate personnel to the NJCHS to assist in resolution.

Should problems arise concerning the proper functioning of local ergonomic committees, including availability of appropriate engineering or technical resources, the LEC should raise the issue to the Plant Safety Process Review Board (PSPRB). If not resolved at the PSPRB, the matter will be referred through **operations** channels for discussion with appropriate management personnel. If still unresolved, the matter may be referred by either party to the NJCHS for review and resolution with appropriate Company and Union representatives. Locations of less than 125 employees may request assistance from the NJCHS if the Local Union and/or Management believe that ergonomic issues exist in their facilities.

The Company has expanded its ergonomic activities at the corporate level including training for hourly and certain salaried employees, specific training for **Medical** personnel and annual audits to ensure that LECs are functioning properly. In addition, the NJCHS has developed a format and procedures for a progress report to be completed semiannually by the LECs and submitted to the NJCHS.

In addition, the NJCHS sponsors an annual training conference for LEC co-chairs and designated members of their committees to review project funding procedures and other ergonomic administrative matters and to share information on successful ergo-

onomic projects. Finally, to review more specific ongoing activities such as project funding, local ergonomic committee functionality, ergonomic research project summaries, future plans, and other Local Ergonomics Committee matters, the NJCHS sponsors joint quarterly ergonomic meetings with Operations champions and **Manufacturing Engineering**.

The Company and the Union recognize that “area ergonomic committees” are a natural evolution of the UAW-Ford Ergonomics Process in certain large manufacturing operations and locations that have distinct areas each with unique problems and solutions. Area committees, where mutually agreed to, will meet on a regular basis and report to the central LEC for direction, support and coordination of ergonomic activities. The local parties should decide if the function of these committees can be included with that of other established teams or committees. Problems that arise concerning the establishment or functioning of area ergonomic committees will be referred through Operations to the NJCHS for review and resolution.

The Company will encourage representatives of major suppliers of production machinery and equipment to attend appropriate ergonomic training including key elements of Fitting Jobs To People and Design for Ergonomics. Company Ergonomics Technical Bulletin 1.0 **and subsequent documents were** developed describing the UAW-Ford Ergonomics Process. **These documents** outline the use of Design for Ergonomics (DFE) concepts as design specifications for new and retrofitted machinery and equipment and the development of standards or best practices for specific types of machinery and equipment.

The parties understand the importance of implementing sound ergonomic guidelines at the earliest stages of the product/process development cycle. In that context, the Company has developed the Design for Ergonomics process for appropriate ergonomic

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and engineering teams. This process includes ergonomic principles in product/process design, identifies procedures/guidelines and best practices, and establishes a review procedure for appropriate machines, equipment and workstations. Engineers review the principles, procedures/guidelines, and best practices outlined in the Design for Ergonomics process. Lessons learned from past programs are identified by LECs in evidence books and are taken into account. The Company will review the DFE process with the NJCHS semi-annually or otherwise by mutual agreement.

An ergonomic training strategy has been developed by the NJCHS that addresses appropriate methods, contents, participants, procedures and resources to deliver the training, **including advanced courses**.

The Company and the Union recognize the benefits of guidelines to identify ergonomic risk factors, to prioritize jobs needing ergonomic improvements and to establish measureables with timing and progressive checkpoints for review with Company management and the NJCHS. The development of these standard methods has been provided to the NJCHS through such mechanisms as semi-annual reports and ErgoRx.

Ergonomics issues are identified through employee medical reports of injury and illness, employee complaints and reports, and through the use of risk analysis. A good faith effort shall be made to conduct an initial job analysis within two weeks after a concern is placed on the concern log. Appropriate ergonomic job analysis will be performed and documented within one month after a concern is entered onto the LEC Concern Log. Each facility will use the UAW-Ford Documentation process to record progress with ergonomic modification efforts. A good faith effort will be made to implement **permanent** ergonomic solutions within a six (6) month time frame after the LEC determines that corrective action is required and has prioritized the remediation. The parties acknowledge that there may be

times when it may take longer than six (6) months to make the proper correction, and the reasons need to be documented. Formal follow-up on improvement actions should be completed within one (1) month after the final solution is in place to confirm its effectiveness.

The Company agrees that it will not remove ergonomic support equipment, such as mats, chairs, and mechanical assists, that is currently in use for ergonomic reasons without mutual agreement with the LEC.

Ergonomic analysis tools are an appropriate approach to resolve ergonomic problems. Tools that will be used by the LEC for evaluating risk factors include the 1991 NIOSH Lifting formula to look at lifting and lowering conditions, the Liberty Mutual (Snook-Cirello) Tables to evaluate push and pull motions, Ergo-Plus, a risk factor checklist, and Ergonomics Surveillance Tool (EST) that was developed through the NJCHS Ergo research project, or other appropriate tools.

- **No Hands in Dies**

Almost all stamping operations utilize automatic feeding equipment. However, the parties continue to recognize the potential danger of employees placing their hands into the point-of-operation of mechanical power presses. The Company's policy in this regard is restated as follows: "Company policy has been and continues to be 'No Hands in Dies.' Implementation of 'No Hands in Dies' in the plant requires provision for appropriate hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into the point of operation. In addition, well defined procedures for use of press **slide locks**, safety blocks and lockouts **points** for maintenance and setup personnel are imperative."

- **Communications**

The Company and the UAW agree to continue to explore methods to further improve communications between the parties on health and safety matters. In this regard Unit Health and Safety Representatives will continue to receive copies of Industrial Hygiene Reports, **Company standards, single point lessons, and significant incident reports**. The UAW Health and Safety Representative(s) are provided computer access to MATS, PLAID, and OHSIM, and the Company's email system. In addition, computer access to Safety Talks is provided.

- **Preventive and Environmental Maintenance and Plant Housekeeping**

An important element of the Company's preventive maintenance program is to conduct regularly-scheduled preventive maintenance on safety-related items requiring periodic inspections. The Unit Health and Safety Representative will be permitted to review preventive maintenance records upon request.

- **Industrial Hygiene/Occupational Health**

The Company continues to recognize its obligation to provide a safe and healthy working environment. Accordingly, the Company is committed to the continued improvement of the services provided by its industrial hygiene staff.

As part of the improvement effort, the Company recognizes the need for establishing periodic surveillance programs designed to monitor unique health concerns and associated abatement procedures. The Company will continue to utilize professionally accredited hygiene laboratory services. The Company also will continue to provide employees who are exposed to known harmful physical agents or chemicals, at no cost to them, those medical services, physical examinations, and other appropriate tests, including lung function at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. In addition, the Company will continue to administer to employ-

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ees in jobs with special physical requirements the specific tests as required by state or federal regulations. A written report of the results of such examinations or tests which are related to occupational exposure will be provided to an employee upon the employee's request.

These results, and those instances where a breathing zone air sample is collected, as well as instances where the Industrial Hygiene section determines that an employee has had a personal exposure exceeding the permissible levels as set forth in 29 CFR 1910.1000, Air Contaminants or other applicable standards adopted by the Company, will be entered on the employee's medical record and will be provided to the employee. Also, upon the employee's written request, copies of such information will be forwarded to the employee's personal physician.

The NJCHS and the Company's Industrial Hygiene staff will regularly review established permissible exposure limits in light of available scientific evidence to determine if change is required. The Company will continue to use the American Conference of Governmental Industrial Hygienists chemical Threshold Limit Values as guidelines to control health hazards. **Exposures exceeding 50% of the TLV shall result in additional monitoring and corrective actions if warranted.** The Company will advise the NJCHS of TLVs that are not feasible. The Company agrees to discuss limits lower than OSHA Permissible Exposure Limits, where necessary, taking into consideration such things as OSHA proposals, NIOSH recommendations, consensus standard recommendations and other validated and consensus scientific evidence.

Additionally, the Unit Health and Safety Representative may continue to use direct reading equipment for measuring noise, air contaminants and air flow, including smoke tubes, which is provided to local Company Safety Representatives or is specifically authorized by the Company's Occupational Health and Safety Department for use by the local Company Safety Representative.

Finally, during plant industrial hygiene reviews, the Company will survey facility ventilation systems for proper application and function. Significant occupational health concerns related to ventilation will be referred to the NJCHS for review and subsequent discussion, if considered necessary by that committee, with the appropriate Operations **SPRB**. In reviewing such occupational health concerns, the NJCHS will consider the need for further study, including the possibility of a pilot research project as warranted.

When outside industrial hygiene services are used, the Company will, in advance of the services being performed, notify the Local Union of the identity of the supplier. The results of any such services will be provided to the UAW Health and Safety Representatives.

To continue improvement in the overall working conditions of employees in machining operations, the Company will strive to continue as the industry benchmark.

The OSHA Standard presently has set an oil mist **personal Occupational Exposure Limit (OEL)** of 5.0 mg/m³. The Company **has established** an internal **employee exposure** level of 1.0 mg/m³ and will continue to strive toward reducing employee oil mist exposures. **Personal exposures of 50% or more of the Company's internal employee exposure level will be treated the same as our approach stated above to TLV's.** The Company will collect enough personal samples to identify employees exposed above 0.5 mg/m³. **When an employee's exposure in a similar exposure group (SEG) is found to be greater than 0.5 mg/m³, personal sampling for the SEG will be conducted annually to identify opportunities and to take appropriate steps to improve.**

The Company will specify that new equipment be engineered and designed to attain a level of 0.5 mg/m³ for initial start-up and efforts will be made to maintain this level after start-up.

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

Progress on the overall topic will be discussed semiannually with the NJCHS including **the** status and progress on **personal exposures** above **0.5 mg/m³**.

Medical Surveillance (consisting of a standardized respiratory symptoms questionnaire) for respiratory effects of machining fluids will be offered to employees who regularly work in operations with machining fluids. Records of laboratory testing on coolant systems and coolant additions will be maintained and, upon request, made available to the Unit Health and Safety Representative(s).

In order to assist in educating employees on heat stress symptoms, precautions, and procedures, the Company Heat Stress letter will be distributed annually to the Unit Health and Safety Representative(s). Information on heat stress will be provided annually to all employees.

- **Noise Control and Hearing Conservation**

The Company will continue to administer a noise control and hearing conservation program which emphasizes the reduction of noise exposure to employees. This program will continue to provide for periodic employee noise exposure studies to determine the need for noise abatement actions, employee hearing protection, employee hearing conser-

APPENDIX S MEMORANDUM OF UNDERSTANDING FOR
THE HEALTH AND SAFETY OF EMPLOYEES

vation training, and employee audiometric examinations. The Plant Noise Engineering Control Coordinator will review local noise control and hearing conservation efforts with the Unit Health and Safety Representatives to provide ample opportunity to discuss efforts and provide input into noise control and hearing conservation plans. The Company will provide appropriate training to the plant noise engineering control coordinator to support the following:

- ensure audiometric testing is performed for employees exposed above 85 dBA (8 hour TWA),
- perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Plant Safety Process Review Board,
- provide annual reports to show the effectiveness of the noise control and hearing conservation process,
- ensure provisions of Ford Manufacturing Standard SX1 (Noise Control) are met, and
- identify planned maintenance items related to noise control.

Noise control and hearing conservation will be reviewed at the PSPRB. The NJCHS will review the plant's noise control and hearing conservation process during joint health and safety audits.

The Company will make periodic reports on noise control to the NJCHS upon request, including data on noise exposure levels and the number of employees by location: (1) given audiometric tests, (2) required to wear hearing protection, and (3) having hearing loss. The NJCHS will continue to explore methods for reporting the number of jobs where noise improvements have been accomplished.

- **Radon Gas**

The Company agrees to continue to conduct tests at Company facilities where significant levels of radon emissions are suspected.

- **Tasks in Isolated Locations**

When assignments involve what are locally recognized as work situations hazardous to an employee, including tasks in isolated locations; confined, closed-entry spaces; and personnel lifts, appropriate precautions will continue to be taken in accordance with safe work practices, including air sampling and ventilation when necessary, provision of necessary protective equipment, communications systems, personnel surveillance arrangements, and, as required, adequate support personnel.

Individual work assignments that require adequate support personnel because of the hazards involved should be reviewed at the Plant Safety Process Review Board meetings. If not resolved at the PSPRB, the matter will be referred for discussion with appropriate management personnel. If still unresolved, the matter may be discussed at the Operations **Safety Process Review Boards**.

- **Tag Procedures**

Each plant has described to the NJCHS its process for **maintaining**: (1) the Company leak-tag program, and (2) Form 1249 Danger Tag process for removing containers, tools, ladders, and equipment from service, and (3) responses to imminent danger situations. These descriptions were prepared jointly and included the use of process flow charts.

- **Plant Safety Process Review Boards**

Operations **Safety Process Review** Boards have been an important pro-active forum to resolve health and safety issues, disseminate corrective actions and to communicate health and safety events such as training programs, conferences and future programs. The Company and Union agree that Safety Process Review (SPR) Boards at the plant level will meet at least once a month to discuss: plant injury and illness incidents/investigations, status of incident investigations, quarterly self assessments on health and safety, status of health and safety training initiatives, action plans based on analysis of injury data, ECPL

placarding, preventive maintenance, ergonomics and safety teams, noise control programs, near-miss incident reporting process, outside contractor safety requirements, **the status of daily GRASP work area checklists, focused audit findings,** and issues regarding reviews of new technology **and other appropriate health and safety matters.**

If problems arise concerning the availability of funding or other resources to resolve health and safety issues, the issues will be discussed at the Plant Safety Process Review Board. If not resolved at the PSPRB, the matter or request will be referred to the NJCHS for consideration. If the NJCHS supports the request and if it is appropriate for NJCHS funding, the request will be forwarded to the Joint Governing Body. If it is supported, but does not qualify for NJCHS funding, the NJCHS will refer the matter through Operations for discussion with appropriate management personnel for resolution with appropriate Union and Company Representatives.

Suggested agendas and attendees for these meetings have been developed by the NJCHS. Each SPR Board will be co-chaired by the Plant Manager and UAW Chairperson or, if a co-chair is unable to attend, by a designated representative.

- **Safety/Work Teams**

The utilization of safety/**work** teams can be an essential tool to improve each plant's health and safety performance. A safety/**work** team would consist of employees who undertake a team approach to improve specific health and safety performance in their respective work area. The establishment and utilization of these safety teams will be determined by the Plant Safety Process Review Board. The NJCHS has developed a GRASP reinforcement video and guidelines to define the functions and selection process of safety/**work** teams. Problems that arise concerning the establishment and proper functioning of safety/**work** teams may be referred through Operations to the NJCHS for review and resolution with appropriate Company and Union representatives.

- **Emergency Response and Notification**

The Company will ensure that each manufacturing, assembly, and parts distribution facility has an effective emergency response plan and a notification system which, as appropriate, includes trained and properly equipped personnel and simultaneous notification or alarm system. Periodic drills will be conducted to test the notification system and achieve the best possible response time for the emergency involved.

- **Near-miss Reporting**

The NJCHS will instruct each location to establish a near-miss reporting procedure to ensure that employees are not discouraged from reporting near-miss accidents for fear of reprisal.

Finally, it continues to be understood that, with respect to the parties' joint health and safety initiatives, nothing in the agreements, booklets, manuals, or joint programs is intended to make, and should not be construed as making, the International Union, Local Unions, Union Health and Safety Committees and Union officials, employees or agents legally or financially responsible for either the health and safety of Company employees or for any job-related injury, illness, death or related losses incurred by employees of the Company or its subsidiaries or by third parties while on property of the Company or its subsidiaries.

This Memorandum supersedes and supplants the **2003** Memorandum set forth in Appendix S.

APPENDIX T**MEMORANDUM OF UNDERSTANDING****NATIONAL PROGRAMS CENTER;
EDUCATION, DEVELOPMENT AND TRAINING
PROGRAM; AND TECHNICAL SKILLS
PROGRAM****I. INTRODUCTION**

The UAW and Ford Motor Company have partnered to develop one of the most comprehensive and far-reaching education and training programs in either the private or the public sector. The parties' relationship has produced significant breakthroughs in health and safety, quality, efficiency, customer satisfaction, and employee worklife improvements that have been important to Ford's competitiveness and its ability to provide job security for UAW-represented Ford employees.

To function successfully in the 21st Century, additional skills requiring greater competencies and technological expertise are required to meet future **safety**, quality, **productivity** and job security goals, **as well as**, the challenge of future competition.

The parties must jointly improve their capabilities to match the power of the advanced technologies that are reaching every corner of the plants. The parties must jointly provide the training that will give UAW-represented Ford employees the capacity to solve difficult problems and achieve creative solutions.

The Company and the UAW reaffirm their commitment to the principles and objectives of the UAW-Ford Education, Development and Training Program and to the various Joint Programs and activities the parties have established or have supported thereunder. In addition, the parties agree that new programs and activities may be funded when authorized by the Joint Governing Body.

II. JOINT GOVERNING BODY (JGB)

A Joint Governing Body, consisting of an equal number of representatives of the UAW and the Company, selected from within or outside their respective organiza-

tions by the Vice President and Director of the UAW National Ford Department and the Vice President, Labor Affairs, Ford Motor Company, will provide general direction and guidance to establish policy and provide funding for the UAW-Ford National Programs Center; Education, Development and Training Program; Technical Skills Program, and other agreed upon activities.

The Company and/or the UAW will provide a reasonable amount of legal, accounting and other professional services to assist the JGB. The Company will endeavor to provide these and appropriate other services that the Company has or can readily obtain, on a reasonable, mutually agreed-upon cost basis.

Members of the JGB will meet annually to assess programs and to determine if progress is being made toward accomplishing their **principal** objectives and if the needs of the parties are being met. In light of these considerations, the JGB may decide whether the joint programs should be continued, **reinstated**, modified, realigned or discontinued. The JGB may at such time or at any time thereafter as mutually agreed upon take such action as provided in the Collective Bargaining Agreement (Agreement) or the Settlement Agreement.

III. **UAW-FORD NATIONAL PROGRAMS CENTER (NPC)**

A UAW-Ford NPC has been established as a separate and distinct entity to provide a focal point for the parties' efforts. The NPC is under the general direction and guidance of the JGB. Staffing of the NPC is subject to approval of the JGB. It is understood that the Company and the UAW jointly, through the NPC, will continue to make available a wide range of educational, training and retraining services and activities, as well as support other joint activities as agreed by the parties consistent with the intent of this Memorandum of Understanding and the level of funding as provided in the Settlement Agreement.

A. **Principal Objectives**

- Provide individual and group training, retraining and developmental opportunities to enhance the

dignity and on-the-job skills and abilities of employees, which can lead to greater job security and personal development.

- Seek ways of arranging (and, in some cases, providing) for training, retraining and development assistance for employees displaced by new technologies, new production techniques and shifts in customer product preference. Similar efforts would be undertaken for employees displaced as a result of facility closings or discontinuances of operations.
- Energize, sustain and support local and national efforts under the UAW-Ford “Best-In-Class” Quality processes, **employee participation** and other joint activities. Provide research and studies in new techniques and methods to further **employee participation**, “Best-In-Class” Quality and other joint activities and cooperative efforts between the Company and the UAW.
- Provide opportunities for the exchange of ideas and innovations with respect to employee development and training needs within the framework of job requirements and Union/Management relations.
- Support national and local initiatives dedicated to the expansion of developmental activities for hourly employees, which would include continuous improvement training, generic technical literacy applications, technical readiness training, versatility training, and training in support of activities to maximize employee capabilities;
- Coordinate use of existing resources within the Company and the UAW to assist, where feasible, in meeting employee educational/training needs;
- Promote and publicize the parties’ training/educational activities to encourage similar constructive undertakings that are clearly in the interest of the private sector as well as the public sector;
- Invite high-level academic, professional, government, labor and industry representatives to con-

duct/participate in national and local conferences for Union, Management and employees related to the NPC's objectives;

- Commission studies and research activities (both internally and by outsiders) on topics of mutual interest and importance to the parties, including those identified by the National Mutual Growth Forum;
- Sponsor international, national, regional and local conferences, workshops, meetings and seminars to promote joint cooperative efforts and related subjects;
- Serve in an advisory capacity to those locations which may be interested in setting up their own training centers; and
- Establish public advisory committees to provide assistance and counsel to the JGB.

IV. **Education, Development and Training Program (EDTP)**

Establishment of the EDTP has provided the parties with unusual opportunities to develop and implement a wide variety of mutually agreeable training and education programs and services, as well as support other joint activities. These activities focus on the needs of all employees and include specific efforts to assure Union and Management representatives are trained in participative, cooperative techniques and concepts.

The parties recognize the EDTP: provides added impetus and ongoing resources to involve employees to a greater degree in relevant workplace matters and to improve worklife; enhances occupational and work group skills, thereby contributing to greater job security and competitiveness; provides employees **affected by plant closings or other major capacity restructuring events the** opportunities for career and/or personal development; stimulates and sustains employee contributions through communication, motivation, changes in attendance and work habits and inter-group relation-

ships; supports mutual goals of achieving the highest product quality and operational competitiveness; supports and encourages displaced employees; and, finally, contributes in a focal way to the parties' Mutual Growth Forum endeavors and goals.

The parties reaffirm that training/educational courses can be made available to upgrade/sharpen present job skills, provide updating on the state-of-the-art technology for skilled and semiskilled employees based on present and anticipated job requirements and improve the job satisfaction and performance of all employees.

The EDTP is not intended to replace the Company's obligation to provide the training specified in the Agreement and letters of understanding (e.g., apprentice training, skilled trades training, etc.); however, notwithstanding this intent, the parties agree that EDTP funds may be used for joint endeavors in support of such programs, projects and activities newly specified in the Agreement, or as subsequently agreed by the JGB, as eligible for EDTP funding. In this regard, the parties agree that it would be inappropriate to use EDTP funds to train employees who will be required to service newly introduced technology. However, use of these funds, when agreed by the parties, to provide subsequent general training of other tradespersons on this equipment to broaden their skills is appropriate. Further, EDTP funds should not be used for training of skilled tradespersons to implement a newly negotiated change in classifications, but the use of EDTP funds to freshen or update generally the skills of tradespersons is appropriate.

A. Principal Objectives of the EDTP

A major objective of the EDTP is to recognize the significant progress of UAW-represented Ford employees in the area of formal educational development and also to develop a program vehicle that will prepare the organization and its people for the work environment of the 21st Century. This can only be done by creating a learning organization that involves its employees at every level of training, education and all facets of program administration. This

new learning organization should encompass all educational experiences undertaken by employees both inside and outside of the workplace.

Therefore, under the direction of the UAW-Ford JGB, the EDTP **principal** objective shall be the continuation of a program dedicated to a university-style approach to workplace education and training: one that recognizes and rewards group and individual achievement, provides research and development on advanced education, training and communication technologies and helps prepare UAW-represented Ford employees for the workplace of the **future**.

B. Responsibilities and Functions of the EDTP

While various administrative, procedural and eligibility details of the EDTP will be resolved by the JGB, the EDTP's efforts and resources should take into consideration:

- Identifying education, training and retraining needs (including updating on state-of-the-art technology for skilled and semiskilled employees) for both active and displaced employees by utilizing various sources such as operating components, Local Unions, studies, surveys, research and employees themselves;
- Identifying existing educational resources, publicizing them to meet employee needs and encouraging employee participation;
- Providing local on-site classroom training and outside consulting services (where needs cannot be met through existing internal resources), and training trainers, etc., to deliver required training;
- Determining the level and type of educational, training and retraining assistance that is available and may be provided to displaced employees, including pre-layoff counseling in the event of indefinite layoff without the prospect of recall or future Ford placement and financial aid to cover in whole or in part tuition costs and fees

for courses/classes that contribute directly to enhancing the employability of such employees;

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

C. Local Education, Development and Training Program (EDTP) Committees

Presently established local plant-level joint Education, Development and Training Program (EDTP) committees will continue to function and such committees will be established at those Units where they do not presently exist. Program structure and design may vary based on the nature of the operations and organizations involved. Normally, plant EDTP committees should consist of the Co-Chairs (the local UAW president/chairperson; the local Human Resources Manager or member of the Human Resources office) and an equal number of appropriate Union and Company representatives with training responsibilities or expertise. Additional internal resource personnel may attend on an ad-hoc basis, as appropriate. (It is understood that non-UAW and non-Ford persons will not serve in a decision-making capacity on these committees, but may provide professional assistance to the committees, as needed).

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

D. Employee Tuition Plans

Employee Tuition Plans for active and inactive UAW-represented seniority Ford employees will be continued and funded under the EDTP.

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

The NPC has the authority and discretion to interpret the terms of the Employee Tuition Plans, including but not limited to the authority and discretion to approve schools and courses and to issue guidelines interpreting the Employee Tuition Plans.

Courses taken under the Employee Tuition Plans will be subject to applicable federal, state, and local income tax provisions.

1. **Tuition Assistance - Active Workers**

• **Education Training Assistance Plan (ETAP)**

ETAP, the basic education and training assistance feature of the Employee Tuition Plans provides for prepayment of tuition and **approved** fees up to **\$5,000** per calendar year for approved courses leading to **GED, Associates Degree, Bachelor's Degree, Master's Degree or Ph.D.** at approved educational institutions; up to **\$200** of the **\$5,000** may be used for the purchase of books. ETAP generally covers:

- all courses required for high school completion (or high school equivalency certificate);
- university, college, business, trade, or vocational school courses or adult education classes; and
- other courses or studies approved by the JGB, including “targeted training” courses for credit piloted and approved for general use.

• **Personal Development Assistance (PDA)**

The PDA feature of the Employee Tuition Plans provides for prepayment of tuition and **approved** fees up to \$2,200 per calendar year **upon approval of the Joint Governing Body. The focus of this program will include job related education and training for active employees; and career related training for employees affected by announced plant closings or other major**

capacity restructuring events. Examples of this would include certifications or licenses required for certain occupations.

Active employees participating in both the ETAP and PDA features of the Employee Tuition Plans will not be eligible to receive more than an aggregate of **\$5,000** of assistance for tuition, **approved** fees and books (up to **\$200** may be used for the purchase of books for approved ETAP courses) during any one calendar year. Similarly, any tuition assistance received by a recalled employee while on layoff during that calendar year would be counted against this **\$5,000** aggregate limit.

- **Deceased Employee - Spouse/Dependent Eligibility**

The spouse or dependent child(ren) of an employee who dies while on the active rolls will be entitled to utilize the remaining balance of the employee's tuition assistance eligibility, excluding any advance payment, for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death. The spouse or dependent child(ren) will receive information about ETAP benefits from the National Employee Services Center in the benefit summary mailed to the surviving spouse or dependent child(ren).

2. **Tuition Assistance - Inactive Workers**

- **National Vocational Retraining Assistance Plan (NVRAP)**

The maximum amount of tuition and **approved** fee assistance under the NVRAP feature of the Employee Tuition Plans will be \$8,400 while an employee is on indefinite layoff.

Eligibility for such assistance is established by seniority as of the last day worked prior to layoff as follows:

Years of Company Seniority	Total Maximum Amount
1 to less than 3 Years	\$6,400
3 to less than 4 Years	\$7,400
4 or more Years	\$8,400

The above specified amounts will constitute individual accounts upon which employees may draw so long as they retain recall rights while on indefinite layoff. In no event will total assistance to an employee exceed **\$5,250 per calendar year and** the total maximum amount specified above in any four consecutive calendar year period of indefinite layoff, which period begins on the date the employee begins to draw on the Employee Tuition Plans.

- **Tuition Assistance - Employees on Certain Leaves of Absence**

Seniority employees on approved leaves of absence under Article VIII, Section 31 of the Agreement, provisions a, b, c and d are eligible to participate in the Employee Tuition Plans of the EDTP consistent with all other provisions of the Employee Tuition Plans.

- **Education or Training Recall Deferral**

Laid-off seniority employees recalled to their basic seniority unit, who are engaged in education or training courses under the Employee Tuition Plans will, upon notice and subsequent presentation of satisfactory evidence of course enrollment to the Company, be permitted to defer their return to work to complete the courses in which they are then enrolled.

Those employees electing to defer their return to work under these circumstances will remain on layoff status until their completion

of or discontinued participation in the courses in which they were enrolled at the time of recall.

If such employees apply for reinstatement within five days of the date their courses are completed or participation is discontinued, and satisfactory evidence of continuous participation in the courses is presented by the employees, they will be reinstated at work in line with their seniority status at their basic seniority unit; otherwise they will be deemed to have voluntarily quit.

- **Daily Allowance For Laid-Off Employees Utilizing Certain Features of the Employee Tuition Plans**

A daily allowance of \$20.00 may be established through the Employee Tuition Plans to help offset expenses incurred by seniority employees on layoff who are not receiving Supplemental Unemployment Benefits or Guaranteed Income Stream benefits while participating in full-time targeted vocational retraining programs, job seeking skills workshops, or other formal job placement counseling or related services arranged or approved by the UAW-Ford NPC.

Such allowance would be reduced by any other allowance or similar payment displaced workers would be eligible to receive from other sources, including federal, state or local government programs.

V. Technical Skills Program (TSP)

The UAW-Ford TSP is designed to provide skills needed to ensure that the UAW-Ford work force is fully competent to function in the restructured, high performing workplaces of today and beyond. TSP will serve as the umbrella for new technical skills program development and training, and provide funding for this program and certain existing programs.

A. Components of TSP

TSP is comprised of five major components.

- Skilled Trades Technical Training
 - Equipment/machine, state-of-the-art technology
 - Continuous improvement
- Non-Craft Employee Training
 - Versatility/continuous improvement/foundation skills
 - Plant quality and production systems
- Business Systems Technical Training
- New Processes Training
- Enhanced Apprenticeship Training

To support the TSP, features include: the use of appropriate training techniques and technologies in the development and delivery of training sessions; the development of training plans to facilitate effective training; the creation of a training tracking system; the evaluation of training to foster continuous improvement **including up to Level 4 evaluations where appropriate**; and the allocation of UAW and Ford support staff to the NPC.

B. Enhanced Apprenticeship Training

In accordance with the intent of the UAW-Ford TSP, enhanced apprenticeship training would be considered for potential funding. In addition to present education and training efforts, the following apprentice program concepts would be consistent with TSP objectives.

- Develop the means to deliver more uniform apprenticeship-related instruction at all locations having an apprenticeship program.
- Conduct task analyses of the various apprenticeable trades so that shop area learning and performance objectives can be expanded to all locations as conditions permit.

- Adopt as standard elements of the apprentice program the highly successful core skills training for new apprentices and in-course progress assessment of participants midway through the program.
- Pilot a graduation requirement and assessment to verify delivery of appropriate shop training and related instruction, and to ensure the successful job performance of apprentice program graduates.
- Conduct a benchmarking study of exemplary apprenticeship programs to further continuous improvement in all aspects of the Apprentice Program. The benchmarking would focus on industrial trades within and outside the United States.

C. Local Technical Skills Program (TSP) Committees

Presently established local plant-level joint Technical Skills Program (TSP) committees will continue to function and such committees will be established at those Units where they do not presently exist. Program structure and design may vary based on the nature of the operations and organizations involved. Normally, plant TSP committees should consist of the Co-Chairs (the local UAW president/chairperson or designate; the Plant Manager or designate) and an equal number of appropriate Union and Company representatives with training responsibilities or expertise. Additional internal resource personnel may attend on an ad-hoc basis, as appropriate. (It is understood that non-UAW and non-Ford persons will not serve in a decision-making capacity on these committees, but may provide professional assistance to the committees, as needed).

These local committees will meet at least monthly, or more frequently as they determine necessary, to assess, plan, recommend, coordinate, monitor, review and evaluate the joint program for which they are responsible. Local TSP committees are required to submit quarterly, on a report form developed by

the National Technical Skills Committee, a technical skills training report. The NPC will develop training for TSP committee members, as required.

D. Funding

TSP funding is from existing EDTP funds and is authorized for one of two categories:

- **Funding of Local Projects (Primary funding)**

Plant Human Resources Managers, Human Resources Business Operations Managers, Operations Labor Relations Managers and Local Union Presidents/Chairpersons, after determining local training needs and reviewing plant job skills training plans, will jointly request UAW-Ford EDTP funds to underwrite desired job skills training projects.

UAW and Ford representatives from the TSP will assist in the design and development of local projects and oversee the evaluation of each project. By serving as the focal point for funding submissions, the TSP can ensure a coordinated training effort between locations.

- **Funding of National Projects**

It will also be necessary to develop foundation or technical skills training for employees throughout the system, regardless of organizational component or plant location. Examples include certain skilled trades training, **predictive maintenance techniques**, non-craft training or apprentice training. The UAW-Ford NPC TSP representatives would confer with Plant Operations personnel and Local Union representatives to identify areas of technical skills enhancements.

- Funding considerations for skills training include: prior training initiatives funded by the Company, prior training initiatives funded by Local Training Funds, and government funding.
- Items considered appropriate for funding include: needs analysis; technical skills curriculum

development; train-the-trainer training including their wages as approved by the JGB; the enhancement of job skills/technical training facilities and equipment; costs of conducting the training; internal and external benchmarking; the development of annual and long range training plans; and third party evaluations.

- In addition, there may be instances when the intent of the TSP can be best served by providing support funds to help partially finance wages for employees in training. Such instances could include technical training to improve business operations so that they are more competitive, or to help retain business, or to obtain new business. Other instances might be to provide employees with advanced or state-of-the-art skills. Parties requesting such partial financing of wages for employees in training in order to support their technical training will supply their rationale to the JGB, including an indication of the amount of funding and resources that the requesting parties themselves would provide for the specific training endeavors to be undertaken. Such support funds for partially financing wages for employees in training must have the approval of the JGB.
- In considering funding for the TSP, the JGB will establish an annual target limit for the TSP. The target limit will take into consideration a projection of needs, training programs that may require longer-term or ongoing commitments, the other joint program purposes served by the joint EDTP funds, the status of the funds, and the projected future status of the funds.
- Because of the many varied purposes served by the UAW-Ford EDTP funds, it will not be possible to accommodate all of the constructive and desirable technical training proposals that may be submitted. In evaluating individual requests, the JGB must take many factors into account beyond the merits of the specific proposal. The

JGB's decisions are made in the broader context of multi-program priorities and are the outcome of a consensus process in which its members assume full mutual responsibility for the decisions, which they must make in the best interests of the workers, the Union and the Company. The UAW and Ford Coordinators of the TSP will advise the requesting parties of the decisions of the JGB in a joint letter to be issued as promptly as possible following the JGB review.

E. Location of Training

It is anticipated that most training will be done at plant locations. However, some training may be best accomplished by holding sessions at the UAW-Ford NPC, at vendor locations, or other locations.

F. Implementation

Guidelines, procedures, local and national roles and responsibilities and an organizational structure for implementing the UAW-Ford TSP have been communicated to Local Unions and Ford locations.

Establishment of the EDTP and TSP Programs will not limit the right of either party to provide educational and training programs on the same, similar or other subjects as **each** may deem appropriate. Finally, the Grievance Procedure set forth in Article VII of the Agreement has no application to, or jurisdiction over, any matter relating to this Memorandum of Understanding.

APPENDIX U**MEMORANDUM OF UNDERSTANDING****EMPLOYEE SUPPORT SERVICES PROGRAM****I. INTRODUCTION**

Ford Motor Company and the UAW reaffirm their commitment to the principles and objectives of the UAW-Ford Employee Support Services Program (ESSP). In addition, the parties recognize that balancing the competing demands of the workplace with personal and family responsibilities presents challenges to working men and women as they strive to reach their potential both on and off the job. ESSP has evolved over the past decade to encompass a broad range of programs well beyond the original Employee Assistance Plan (EAP) to effectively address emerging societal changes and the accompanying needs of employees and their families to adapt to these changes.

II. PROGRAM STRUCTURE**A. Funding**

The Education, Development and Training Program (EDTP) will fund the development, central administration, and arrangement of necessary services, regarding delivery of the Employee Support Services Program. The Program and the NPC professional staff will assist locations in implementing the Program as well as arrange for necessary promotional, training, professional, referral, and other support services from appropriate national and local Company and external resources.

B. National Joint Employee Support Services Program Committee

A joint ESSP Committee established by the National Programs Center Joint Governing Body will direct and guide the Program's development, administration, and delivery at the national level. The Committee will be comprised of representatives of the UAW appointed by the UAW Vice President and Director of the National Ford Department and Company

representatives appointed by the Company's Vice President of Labor Affairs. Under the sponsorship of the Joint Governing Body, the effectiveness of these programs will be evaluated periodically by an outside third party.

C. **Local Committees**

Joint local ESSP committees established by local Managements and local Unions will coordinate Program functions and activities at their locations, consistent with the provisions of this appendix and the guidelines established by the National ESSP Committee. The local Union and Company ESSP representatives, local medical activity, as appropriate, and other local program support services are recognized as resources which can assist the local committee in performing its responsibilities. The parties recognize that alternative counseling techniques provided by a UAW Chaplain will be useful during certain situations.

Proposals and requests for funding concerning delivery of local programs and related services under the ESSP are reviewed and subject to approval by the National ESSP Committee as authorized by the National Joint Governing Body.

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

- Article VI, Section 10 is reaffirmed as being in full force and effect in conjunction with this Memorandum of Understanding.
- **The locations and setup of the local ESSP office will provide a safe, secure working environment. Approved safety measures such as panic buttons and fish eyes will be determined locally with the appropriate parties.**
- Efforts will continue toward facilitating the professional development of local ESSP representatives. In this regard, access to and request for materials, appropriate training, and the use of professional, developmental resources, including

materials and resources related to work/family issues, will be supported.

- To enhance and strengthen the skills of local ESSP representatives, the parties have also agreed:
 - The UAW-Ford National ESSP Committee will provide training for local ESSP representatives in use of national ESSP standards, and how to coordinate these standards with current UAW-Ford ESSP Committee guidelines for the implementation of local program services. Training in the use of these standards and guidelines will be provided annually for local ESSP representatives.
 - Newly appointed local ESSP representatives will, after their initial appointment, be provided a “mentoring” opportunity by National ESSP representatives at the office of the UAW-Ford National ESSP Committee. It is expected that new representatives will receive a thorough orientation on the background, history, development, and focus of ESSP, as well as methods for coordinating a quality ESSP program during this mentoring period.
 - UAW appointed ESSP representatives will be required to earn **an EAP Certification as recommended by the National parties** in addition to any other certifications the individual ESSP representatives may hold. UAW appointed Representatives will be given up to (3) three years, upon its availability, to attain certification. Those representatives who fail to achieve certification will be counseled by the National ESSP Committee Co-Chairs and will be required to take supplemental training with the intent to achieve certification.

The Company and the Union will work to identify a new internal or external association for ESSP Representatives **to join**.

- ESSP representatives will be required to furnish the National Committee for ESSP a quarterly report on activities at their location, and any additional information which might be requested.

III. EMPLOYEE ASSISTANCE PLAN

The UAW and Ford recognize it is of mutual interest to provide a framework within which UAW-represented Ford employees voluntarily and confidentially may seek professional counseling, treatment, or other assistance to address personal and family concerns. Similarly, it is in the parties' interests to generally encourage, educate and otherwise help employees pursue more healthful life styles, **and to remind employees of these resources during demonstrated times of need.** Working together, the Union and the Company can achieve common goals in these areas.

The parties recognize that alcoholism and drug dependency are health concerns which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, alcoholism, drug dependency, emotional disorders and serious personal or family issues can adversely affect job performance.

The EAP provides for: (1) early identification, intervention and voluntary assessment of employees demonstrating alcoholism or other drug dependency concerns as well as emotional disorders or other serious personal or family issues; (2) referral of such employees for professional diagnostic evaluation, counseling or treatment through the services of a Central Diagnostic and Referral (CDR) Agency; and (3) appropriate follow-up on their counseling or rehabilitation progress.

While the Plan's primary purpose is to assist employees demonstrating such concerns and help Union and Company representatives deal effectively with such situations, it also allows employees to obtain information about available counseling or treatment referral services for immediate family members having such concerns.

Employees demonstrating alcoholism, drug dependency, emotional, personal or family concerns will be able to

seek help voluntarily without having to be worried that their employment status will be affected because they have sought help for such concerns. Such employees, however, would continue to be subject to the same standards of performance and conduct expected of any other employee, irrespective of participation in the EAP. Employees requiring a leave of absence for the treatment of health issues will be provided such leave in accordance with the provisions of the Collective Bargaining Agreement. Insurance benefits, if any, for treatment and absence will be determined in accordance with the Agreement.

A. **Supervisor, Committeeperson, and Labor Relations Representative Training**

An integral part of a successful EAP is training. In this regard, the parties reaffirmed that early intervention by supervisors, **committeepersons, and/or labor relations representatives**, to assist employees in obtaining quality, confidential EAP support is an important element in the recovery process. Early intervention is key to helping employees understand how abuse of alcohol and drugs can lead to excessive absenteeism and declining job performance **Supervisors, committeepersons, and labor relations representatives must be aware of available ESSP resources as tools for early intervention.**

To facilitate understanding of their critical roles in the intervention process, the parties agreed to keep updated, with the help of outside technical experts as necessary, the EAP related training module directed toward local supervision, Management, and Union leadership. The training will focus on providing supervisors, committeepersons, **and labor relations representatives** with basic awareness of their role in Early Intervention with employees, the negative impact of enabling, refresher information on Behavioral Emergency/Critical Incident Stress Debriefing Procedures (BE/CISD), and the impact of work/family issues on employee productivity.

Additionally, information on resources available through ESSP will be provided to employees as a means to emphasize Early Intervention and the availability of ESSP services.

B. Central Diagnostic and Referral Agency

The role of the Central Diagnostic and Referral (CDR) Agency is acknowledged as being critical in the EAP. In that regard, the parties recognize that the CDRs play a key role in: the professional, accurate assessment of an individual employee's concern, those of the employee's family members, and/or those of an organization needing assistance, and in developing and implementing strategies to address those concerns. As a result, the parties agree that the Central Diagnostic Referral Agency will function as the professional resource and primary service provider for the EAP-related components of the Employee Support Services Program, which includes acting as the Case Manager under the Psychiatric and Substance Abuse Managed Care Program (providing assessment, differential diagnosis, treatment plans, and referral services) for all UAW represented employees and their eligible dependents covered under traditional health care plans.

C. Behavioral Emergency/Critical Incident Stress Debriefing Procedures

It is important to recognize the value of conducting critical incident "stress debriefings" after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc. Appropriate debriefings for employees traumatized by such events are in the best interest of the Union and the Company. In this regard, the parties developed and established a national and local critical incident stress debriefing procedure and national and local procedures dealing with behavioral emergencies which may occur in the work place.

The parties agree to update the BE/CISD procedures on workplace violence, and to continue to provide awareness, education and training on the procedures for Local Response Team (LRT) members.

D. **Support Groups**

It is mutually agreed that there is value in providing social support to employees making positive life style changes. Where the local parties jointly agree, on-site support group meetings coordinated by a trained CDR or other professional provider(s) retained by UAW-Ford will be permitted for employees, on their own time with appropriate meeting space available.

IV. **FITNESS CENTERS**

Fitness Centers

National fitness center guidelines have been established to provide locations with the necessary criteria for the safe and effective fitness center operation. These guidelines will be revised in a timely manner whenever there are changes to the criteria and/or support documents as jointly agreed upon by the National ESSP Committee. **Space allocation will be considered for any newly constructed facility with over 200 employees for establishment of an on-site fitness center.**

Existing Fitness Centers

Locations will be responsible for facility and other necessary costs that do not qualify for support under the national guidelines. Certain local costs pertaining to facility enhancements, **including equipment**, may appropriately be charged to Local Training Funds. In this regard, it is understood that such local costs will be consistent with provisions of the Letters of Understanding on Local Training Funds and related guidelines.

The parties have agreed to investigate alternative options for fitness center memberships and to provide options within six (6) months of contract ratification such as health care plans offerings and national chains.

Retiree Use of Fitness Centers

Retirees will be eligible to utilize in-plant fitness centers on a space available basis, at non-peak usage periods, when the local fitness center is in operation.

The schedule of usage will be determined by the local joint parties based on factors such as location of the fitness center, present hours of operation, present plant membership usage, and other locally determined criteria.

Retirees will be required to present proof of retirement, and complete **a liability waiver**.

V. **CHILD CARE/ELDER CARE/PARENTING**

A. **Family Consultation and Referral Services**

The Family Consultation and Referral Services were established to provide employees with a greater understanding of services available for themselves and family members. The Family Consultation and Referral Services include Child Care Consultation and Referral and Elder Care Consultation and Referral.

The parties have agreed to explore options for web-based information to identify resources to assist in child care, adoption assistance, education assistance, elder care and parenting education. In addition, a committee comprised of representatives from the National ESSP Committee and local ESSP Representatives will explore and identify community resources to assist in these areas. Information gathered by the committee will be shared with all local ESSP Representatives.

Child Care Consultation and Referral Program

For employees with child care needs, a consultation and referral service is available. The service assists employees in finding and selecting quality child care suited to their individual needs and requirements and provides information intended to make them more informed consumers of child care.

In many locations, community based child care resources and options available to employees are limited, especially for those employees working **different shift patterns**. In an effort to increase these resources, the UAW-Ford National ESSP Committee

will **provide assistance** to meet the needs of employees especially those **working different shift patterns**.

Adoption Assistance

The Adoption Assistance service helps employees who are contemplating or pursuing the adoption of a child, domestically or internationally, with **finding information on** the process of adoption **in order to make a well informed decision**.

Education Assistance

The Education Assistance service helps employees who are planning for their children's education beyond high school select a college, university or vocational school appropriate to the interest and talents of the child. The service can also help parents locate sources of financial assistance, if available.

Elder Care Consultation and Referral Program

For employees having responsibility for the care of elder relatives, a consultation and referral service is available. The service **acts as a liaison by providing** information about the programs and services available. **It** helps the employee **make an informed decision in locating** appropriate care.

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

B. Parenting Education

Resources and information on parenting will continue to be provided to requesting locations by the National Joint ESSP Committee. Locations also may request funding and design support for special local pilot projects in the area of parenting education.

VI. GENERAL

It is understood that nothing contained herein or in existing or future statements concerning the ESSP or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company's or the Union's rights or responsibilities under the Collective Bargaining Agreement, nor is the Program intended

in any way to create for any employee any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the parties' intent that any programs, approaches or related services provided under the ESSP are not to be construed as benefits or insurance programs.

Finally, the Grievance Procedure set forth in Article VII of the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

This Memorandum of Understanding supersedes and replaces the following letters:

- Child Development Center, dated (9-16-96)
- Employee Fitness Centers and Rehabilitation Units, dated (9-16-96)
- Employee Support Services Program, dated (9-16-96)
- Joint Child Care Initiative, dated (9-16-96)
- Retiree Use of Plant Employee Fitness Centers, dated (9-16-96)

APPENDIX V**MEMORANDUM OF UNDERSTANDING
UAW-FORD ENTRY LEVEL WAGE & BENEFIT
AGREEMENT**

During 2007 negotiations the parties discussed the economic realities associated with the global automotive industry. The parties are acutely aware of the unrelenting competitive pressures that face the U.S. automotive industry and have consistently sought to jointly identify courses of action that would respond to these competitive pressures and help secure the long term viability of the Company for all employees. Together the parties have recognized through several negotiations and agreements, as well as during the present negotiations, that competitiveness, increasing market share and job security go hand in hand. In addition, the parties discussed obstacles the Company must overcome to close the competitive gap to best-in-class competitors and the need to pursue appropriate adjustments that allow Ford to close the competitive gap and to retain present business.

The parties acknowledged the importance of factors such as cost, quality, and productivity in sustaining and promoting profitable business opportunities at Ford that employ UAW-represented employees. The application and implementation of this Memorandum of Understanding will impact the blended labor cost at all U.S. Ford Motor Company facilities. By taking an Enterprise Wide perspective, the parties can maximize the competitiveness of all functions and facilities while maintaining seniority rights and all current contract provisions for current employees in order to leverage the subsequent positive impact on job security.

Therefore, in accordance with and as part of the 2007 UAW-Ford National Agreement between the International Union, UAW (hereinafter referred to as UAW) and Ford Motor Company (hereinafter referred to as Ford), the UAW and Ford agree as follows regarding competitive wage and benefit levels, and other mat-

ters applicable to certain employees hired or rehired on or after the Effective Date of the 2007 UAW-Ford National Agreement. Except as otherwise specified in this Memorandum, employees hired or rehired on or after the Effective Date of this Memorandum will be covered in all respects by the UAW-Ford 2007 National Agreement.

Notwithstanding the foregoing, or anything else to the contrary, this Memorandum applies to all UAW-represented Ford facilities covered by the 2007 UAW-Ford National Agreement.

ARTICLE 1

I. Duration

This Memorandum shall take effect on the Effective Date of the 2007 UAW-Ford National Agreement ("Effective Date") and continue until 11:59 p.m. (Detroit time) on September 14, 2011, subject to the modification and termination provisions of the 2007 UAW-Ford National Agreement.

II. Applicability

The terms of this Memorandum apply to all Entry Level employees at all Ford Motor Company facilities covered by the UAW-Ford National Agreement. "Entry Level employees" means regular full time employees hired or rehired on or after the date of this Memorandum. The entry level wage rate identified in this Memorandum shall apply to any such Entry Level employees until such employee becomes a regular, non-Entry Level employee.

III. Seniority and Transfers

Employees hired or rehired under this Memorandum will be eligible to transfer within classifications in accordance with applicable National or Local Agreement provisions, and may apply and be transferred, if qualified, to the skilled trades, or apprentice classifications. Notwithstanding any such transfer, these employees will continue to be covered in all respects by this Memorandum.

IV. Wages and Other Economic Matters

Employees covered by this Memorandum will receive the following rates of pay:

Production Rate — \$15.34

Starting Rate — \$14.20

A Performance Bonus equal to three percent (3%) of Qualified Earnings will be paid in 2008, 2009, 2010 and 2011 to employees covered by this Memorandum in accordance with the following table, provided the employee has seniority as of the designated eligibility date:

Eligibility Date	Amount	Payable During Week Ending
April 28, 2008	3% of qualified earnings	May 25, 2008
April 27, 2009	3% of qualified earnings	May 24, 2009
April 26, 2010	3% of qualified earnings	May 23, 2010
April 25, 2011	3% of qualified earnings	May 22, 2011

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls. Qualified Earnings for this purpose shall be calculated on the same basis and on the same compensation as performance bonuses are calculated in the UAW-Ford National Agreement. Employees covered by this Memorandum will not be eligible for the Performance Bonus Payments in Article IX, Section 2 (b) of the UAW-Ford National Agreement.

a. Non-Appendix F Employee New Hire and Rehire Rates

For all non-Appendix F employees hired or rehired on or after the Effective Date of this Memorandum, new hire and rehire rates shall be established at the greater of (a) \$14.20 per hour, or (b) 90% of the prevailing Production Rate. Employees hired or rehired at the 90% level will receive four wage progression increases, one every 26 weeks in an amount equal to 2.5% of the then-prevailing Production Rate, until reaching the full Production Rate over the course of 104 weeks. Employees hired at the \$14.20 rate will receive four wage progression increases, one every 26 weeks, in the amount necessary to achieve the then-prevailing Production Rate over the course of 104 weeks in four proportional increases. These proportional increases shall be equal to the difference between the then-prevailing Production Rate and the employee's then-current rate multiplied by 25% for the first progression increase, 33% for the second; 50% for the third; and 100% for the fourth and final progression increase. All new hires or rehires will also receive the wage increases described in Section I.b below.

b. Wage Formula Increases

Effective with the Monday of the week that includes the first scheduled workday of 2008 (12/31/2007), 2009 (1/5/2009), 2010 (1/4/2010) and 2011 (1/3/2011), the hourly wage rate for each production employee will be increased by a percentage equal to the greater of: (1) the annual percentage increase in average hourly earnings, excluding overtime, of employees in the Manufacturing sector (BLS Series CEU3000000033); or, (2) the annual percentage increase in the All Items, Less Medical, CPI-W Index (1982-84=100), both as calculated for the 12 month period ending with the month of August prior to the respective increase date. In the event a calculated increase exceeds 3.75%, wages will be increased by 3.75% and the

parties will determine a mutually acceptable disposition of the excess, guided by the twin goals of enhancing UAW members' job and income security and the company's competitiveness. In the event the wage formula generates a negative result, wages will not be reduced. Instead, the negative result, up to a negative 3.75%, would be used as a direct offset to the next subsequent formula increase (and subsequent increases after that, if necessary, until fully offset). For example, if the formula produced a negative result of 1.34% in one year followed by a 2.45% increase in the next year, the adjusted increase in the second year would be a net 1.11%. The engineering method of rounding will be adopted for all Wage Formula calculations: to three decimal places for the Manufacturing sector average hourly earnings component; to four decimal places for the annual inflation component; to four decimal places for year-to-year percentage changes for each of these components; and to two decimal places for new base hourly wage rates following application of a four decimal Wage Formula increase.

c. Wage Formula Basis

In the event that either of the BLS Series data as referenced above is eliminated, the parties will adopt a mutually agreeable successor or replacement Series for use in future calculations. When calculating a Wage Formula result for a current year, BLS data from the preceding year's calculation will become the basis for the current year formula and will not be changed to reflect subsequent revisions in the published data, nor will a Wage Formula adjustment for a prior year be changed as a result of subsequent revisions in the underlying data.

The wage rates for Appendix F skilled trades employees provided in the UAW-Ford National Agreement will continue to cover Appendix F skilled trades employees, including journeymen/women hired or rehired on or after the Effective Date, new apprentices

hired directly into an apprentice classification on or after the Effective Date, and non-Appendix F employees hired under this Memorandum who are subsequently promoted to a journeyman/woman classification, or indentured as an apprentice.

V. Vacation Entitlement

The maximum annual vacation entitlement for employees covered by this Memorandum shall be 160 hours.

VI. Christmas Bonus

The Letter of Understanding titled Christmas Bonus will apply to employees covered by this Memorandum.

VII. Memorandum of Joint Activities and Legal Services

The funding provisions of the Education, Development and Training Program will be applicable for Entry Level employees. Such employees will be covered by the Education, Development and Training Program, Health & Safety Program, "Best in Class" Quality Program, the administration of the Dependent Care Assistance Plan, the Diversity Program, Employee Support Services Program, and the Behavioral Emergency/Critical Incident Stress De-Briefing Procedures provided for in Appendices Q, S, and T of the 2007 UAW-Ford National Agreement. These programs, services and related activities will continue to be jointly administered, developed and implemented. In addition, Entry Level employees covered by this Memorandum will be included within the scope of the UAW-Ford Group Legal Services Plan provided in the UAW-Ford 2007 National Agreement.

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

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

VIII. New Employee Orientation Program

The New Employee Orientation Program will incorporate a thorough understanding of the industry's need to transform to meet the challenges of the marketplace. The program will include the role of the parties in preserving jobs while still maintaining the core values historically provided in the parties' bargaining agreements.

IX. Benefit Plans

Except as set forth in this Appendix V Memorandum and its Attachment A, employees covered by this Memorandum will be covered by the benefit plans set forth in the UAW-Ford National Agreement.

X. Appendices M, N, & O

Appendices M, N, and O of the 2007 UAW-Ford National Agreement are not applicable to employees covered by this Memorandum.

XI. Scope

Except as specifically provided in this Memorandum, all provisions of the 2007 UAW-Ford National Agreement, Supplementary Agreements and understandings, and local agreements existing as of the Effective Date shall apply to employees covered by this Memorandum.

Any future changes to the UAW-Ford National Agreement, Supplementary Agreements and understandings, and local agreements will apply to employees covered by this Memorandum only by express agreement between the National Parties.

**XII. Compliance – Administration and Dispute
Resolution**

The parties believe that these actions will increase the potential for growth as all locations become better positioned to meet future competitive challenges and for the long-term job and income security that employee's value. It is recognized that these efforts may require change or waiver of certain agreements or practices beyond those identified in this Memorandum. In such cases, proposed changes to agreements or practices must be communicated to and approved by the Labor Affairs Office of the Company and the National Ford Department of the Union. The Labor Affairs Office and the National Ford Department will meet, as required, to review proposed changes in this regard and to develop and implement processes to assist and support locations introducing these provisions.

Disputes, local and national, involving the application or interpretation of this Memorandum, including but not limited to the commitments set forth in Article I above, will be reviewed by a Joint Committee consisting of three (3) members appointed by the UAW Vice President and Director of the UAW-Ford Department and three (3) members appointed by the Vice President, Labor Affairs, Ford Motor Company.

The Joint Committee shall meet on an ongoing basis. Ford and the UAW shall advise the Joint Committee at each meeting of any issues surrounding the administration and implementation of this Memorandum. Ford will provide information such as but not limited to seniority lists of both Entry Level and non-Entry Level employees, of work being insourced and jobs associated with that work, any increase in volumes and new programs as necessary on any issues raised for discussion or resolution. The parties commit to the thorough investigation of and the prompt resolution of all issues discussed relative to this Memorandum.

The Joint Committee will have full authority to settle all matters that are properly before it, recognizing that disputes governed by appeal procedures of the

respective Benefit Plans, and other issues consistent with applicable law, are outside the scope of the Committee's authority. If the Joint Committee is unable to resolve a matter properly before it, the matter will be referred directly to arbitration, using the arbitration provisions, including the restrictions on the powers of the Umpire, contained in the UAW-Ford National Agreement (Article VII). Such matters will immediately move to the top of the arbitration docket.

ATTACHMENT A BENEFIT PLANS AGREEMENT

The 2007 Benefit Plans and Agreements between the UAW and Ford are applicable with the following exceptions:

Section I: Hospital-Surgical-Medical-Drug-Dental-Vision Program (H-S-M-D-D-V Program)

For purposes of the H-S-M-D-D-V Program, any person hired or rehired as an "Entry Level Employee" as defined in this Memorandum will not be eligible for retirement health care coverage from the Company, or for Company-provided coverage for their survivors. They will be eligible for contributions to a fund discussed in subsection 7., below.

Additionally, "Entry Level Employees" will be subject to the adjustments to the H-S-M-D-D-V Program as discussed in subsections 1. through 6., below.

1. They will become eligible for hospital-surgical-medical-drug and hearing aid expense coverages as provided in Section 5 of the H-S-M-D-D-V Program.
2. They will become eligible for coverage under Exhibit I (Dental Expense Benefits Program) and for annual eye exams under Exhibit IV (Vision Expense Benefits Program), on the first day of the month next following the month in which the employee is actively at work (or on disability leave) after acquiring three (3) years of seniority.

Eyeglass frames and lenses may be obtained at discount through Vision network providers.

3. They will become eligible for full coverage under Exhibit IV (Vision Expense Benefits Program) on the first day of the month next following the month in which the employee is actively at work (or on disability leave) after acquiring five (5) years of seniority.
4. They will not be able to enroll Sponsored Dependents.
5. They will have their Hospital-Surgical-Medical-Drug Plan enrollment limited to the National Preferred Provider Organization (NPPO) option, modified to include the cost-sharing requirements shown in the table below:

Annual Deductible	
In-Network	
Single	\$300
Family	\$600
Out-of-Network	
Single	\$1,200
Family	\$2,100
Co-Insurance	
In-Network	10%
Out-of-Network	35%
Out-Of-Pocket Maximum	
In-Network	
Single	\$1,000
Family	\$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Prescription Drugs	
(Retail and Mail Order)	
Generic	\$7.50/script
Brand	\$15.00/script

6. During the term of the 2007 Agreement, the Company will provide annual credits to Health Care Flexible Spending Accounts for them (See Attachment B-I).
7. Upon retirement or death, Program coverage will cease at the end of the month last in active service. In lieu of Company contributions for health care coverage in retirement (or for surviving spouse health care coverage), and continuing during the working career of all new hires or rehires, the Company will contribute an amount equal to \$1.00 for every compensated hour into the employee's Tax-Efficient Savings Plan for Hourly Employees (TESPHE). The parties have agreed to continue to study more efficient methods for delivering this benefit.

Section II: Pensions

The Ford-UAW Retirement Plan will be amended to establish the Personal Retirement Plan (PRP) as provided below:

A. PERSONAL RETIREMENT PLAN:

- Entry Level wage employees shall participate in the PRP.
- Entry Level wage employees who subsequently transfer to a non-Entry Level job will remain in the Personal Retirement Plan.
- Eligible to participate upon attainment of seniority.
- The Company will provide annual contributions equal to 6.4% of the employee's base hourly wage rate, multiplied by the number of straight-time hours worked from the initial date of employment as an Entry Level employee, to each employee's PRP.
- Accounts will accrue with interest credited annually at the 30 year U.S. Treasury Bond rate until September 30, 2008; thereafter at the rate specified under Section 417(e) of the Internal Revenue Code (Pension Protection Act).

- Plan assets will be retained in the Ford-UAW Retirement Plan trust subject to three-year cliff vesting and portability provisions.
- There will be no provisions for supplements, temporary benefits, or 30 and out retirement.
- Annuities with lump sum and rollover option(s) will be available upon separation, if account balance is vested.
- Automatic Joint and Survivor benefit annuity provided using the Contingent Annuitant 75% rate.

Section III: Tax Efficient Savings Plan for Hourly Employees (TESPHE)

- Eligibility based on current Plan provisions.

Section IV: Group Life and Disability Insurance Program

Except as specifically modified herein, all benefits shall be governed by the provisions of the Program.

A. BASIC LIFE INSURANCE:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the Group Life and Disability Insurance Program.

B. WORK RELATED DEATH BENEFIT:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the Group Life and Disability Insurance Program.

C. ACCIDENT and SICKNESS BENEFITS:

- Eligibility
 - Accident and Sickness Benefits and Extended Disability Benefits coverage under the Group Life and Disability Insurance Program will apply on the date following the date an employee acquires one year of seniority.
- Duration:
 - 1 year seniority but less than 3 years seniority -- 26 weeks.
 - 3 or more years seniority -- 52 weeks.

D. EXTENDED DISABILITY BENEFITS:

- **Eligibility and Duration:**
 - 1 year seniority but less than 3 years seniority - - 13 weeks.
 - 3 years seniority but less than 5 years seniority - - 26 weeks.
 - 5 or more years seniority – the same duration as provided in the Group Life and Disability Insurance Program.

Section V: Supplemental Unemployment Benefit Plan (SUB)

Except as specifically modified herein, all benefits shall be governed by the provisions of the Plan.

A. ELIGIBILITY AND DURATION:

- 1 year seniority but less than 3 years seniority - - 26 weeks.
- 3 or more years seniority - - 52 weeks. At the point 52 weeks is exhausted, the Company will provide up to an additional 104 weeks.
- Work related expenses are \$15.00.

Section VI: Profit Sharing Plan

- Eligibility based on current Plan provisions.

Section VII: Dependent Care Assistance Plan

- Eligibility based on current Plan provisions.

ATTACHMENT A-1**Flexible Spending Account**

Entry Level employees will be eligible for a credit to a Flexible Spending Account in the amount of \$300.00 for an employee with individual health care coverage, or \$600.00 for an individual with family coverage, at the time they first become eligible for health care coverages. In subsequent years, they will be eligible for Company credits to such Flexible Spending Accounts in any year (or portion thereof) in which they are eligible for health care coverages.

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

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

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

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

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

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

SKILLED TRADES SUPPLEMENTAL AGREEMENT

**SKILLED TRADES
SUPPLEMENTAL AGREEMENT
BETWEEN FORD MOTOR COMPANY
AND UAW**

On September 29, 2003, at Dearborn, Michigan, Ford Motor Company, a Delaware corporation, hereinafter designated as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter designated as the Union, hereby agree as follows:

1. Employees Covered

This agreement shall be applicable to employees in all skilled classifications in the Tool and Die, Maintenance, Construction and Power House groups (Appendix F to the Collective Bargaining Agreement dated September 28, 1949, as amended) and to apprentices covered by an apprenticeship agreement between the Company and the Union.

2. Spread Rate Classifications

(a) A uniform spread of twenty cents (20¢) shall be established for all spread rate classifications in Appendix F (Skilled Trades). The minimum rates shall be established at twenty cents (20¢) below the maximum rates for each classification. Equal increments in five cents (5¢) amounts shall be established between the minimum and maximum rates.

(b) All employees in Appendix F (Skilled Trades) classifications (except those classified as Leader, Changeover or Upgrader) shall receive the maximum rate of their classification within three (3) months from the date on which they are so classified or acquire seniority, whichever is later. Rate progression to the maximum shall be as provided in the Merit Increase Agreement.

**3. Maintenance and Construction Work —
Use of Seniority Employees**

It is the policy of the Company to fully utilize its seniority employees in the skilled trades (Appendix F) in the performance of maintenance and construction work, in

SKILLED TRADES SUPPLEMENTAL AGREEMENT

accordance with its letter to the Union of January 20, 1949.*

4. **New Die Construction Work — Use of Seniority Employees**

It is the policy of the Company to utilize its seniority journeymen in the tool and die classifications (Appendix F) in the performance of new die machining, fabrication, repair, tryout and related checking fixture construction work in accordance with its letter to the Union of October 4, 1979.**

5. **Apprenticeship Standards**

The Apprenticeship Standards Agreement, as amended herein, is made Exhibit I hereof and a part of this Agreement.

6. **Skilled Trades Work Assignments**

It is the policy of the Company to assign work between skilled tradesmen in conformity with the principles set forth by the Ford-UAW Umpires in Opinions A-223, A-278 and B-14 and other Umpire memoranda. A more detailed statement of this policy is made in Exhibit II hereof and a part of this Agreement. It is not intended that this statement shall place any added limitation on the Company's right of assignment, nor that lines of demarcation shall arise as the result of resolving skilled trades job assignment disputes.

At any Company plant where the Local Union shall within 30 days from the date hereof so notify local Management in writing, this Section shall not be deemed to be in effect and the contractual situation with respect to the making of skilled trades work assignments as it existed under the Agreement between the parties dated October 20, 1961, shall be deemed not to have been affected in any way by either the fact that this Section has been inserted in this agreement or that such notice of noneffectiveness has been given; provided, however, with respect to the Rouge Area such notification shall be given separately as to the Tool and Die Unit and the Maintenance and Construction Unit, but if given as to any such Unit, shall be applicable

* Reproduced in full beginning on page 350.

** Reproduced in full beginning on page 352.

SKILLED TRADES SUPPLEMENTAL AGREEMENT

to all skilled employees on the trades in such Unit, including employees on the same trades in other Rouge Units, throughout the Rouge Area.

7. Development of Local Skilled Trades Work Assignment Guides

It is agreed that the Local Union and local Management may undertake to identify skilled work assignment practices pertaining to the skilled apprenticeable trades within the plant with the objective of establishing mutually acceptable guidelines for skilled trades work. Such guidelines shall recognize that assignments vary from plant to plant, between shifts within a plant, that the same assignment may be made to more than one trade and such guidelines are not intended to confer exclusive rights not otherwise recognized to one trade. Upon the request of the Unit Chairperson, local plant Management will meet to establish the procedure for implementation of this provision. It is expected that the Unit Chairperson will prepare and submit for consideration a description of the practices over which agreement is being sought. Upon submission thereof the parties may conduct joint or independent investigations of the practices involved.

It shall not be a function of the Local Union or local Management under this provision to change or modify assignment practices even in the case of a mixed practice. Rather, the parties shall identify practices which meet the criteria for past practice set forth in Exhibit II hereof and practices so defined and agreed upon shall serve as guides for skilled trades work assignments.

Agreements regarding such practices shall be executed in writing and shall be subject to the approval of the National Ford Department and Labor Affairs.

In the event the parties locally are unable to agree upon the definition of a skilled work assignment practice, the issue may be appealed by either party to the National Ford Department and Labor Affairs.

In the event the issue has not been resolved at the national level within 30 days from the date of appeal either party may submit the issue to the Umpire under the procedure provided in Article VII, Section 9(b) of the

SKILLED TRADES SUPPLEMENTAL AGREEMENT

Agreement. In such a case the Umpire shall be empowered only to define the work assignment practice at issue at the location involved based upon the criteria discussed above and this determination shall be final and binding upon the parties.

It is recognized that it is in the mutual interest of both parties to maintain efficiency in the utilization of the skilled work force. Consequently, such guidelines shall not require the adoption of classifications not presently utilized at the plant; will not result in increased idle time, make-work assignments, added manpower, change present ground rules governing claims for back pay, or affect the right of the Company to determine skilled manpower needs for each trade on each shift.

It is understood that any local agreement establishing skilled trades work assignment guidelines shall be subordinate to the provisions of the Agreement and of the Skilled Trades Supplemental Agreement. A Local Union seeking the establishment of skilled trades assignment guides under this provision shall be deemed to have elected to be bound by the provisions in the first paragraph of Paragraph 6 above.

In the event a new apprenticeable trade is established in a plant the parties locally shall be authorized to negotiate mutually acceptable guidelines for skilled work assignments pertaining to that trade subject to the approval of the National Ford Department and Labor Affairs.

8. **Ratification of Agreement**

This agreement is supplemental to the Collective Bargaining Agreement between the Company and the Union dated the same as the date hereof and shall become effective immediately after receipt by the Company from the Union of written notice on or before expiration of the time for ratification specified in the 2007 Settlement Agreement that this Supplemental Agreement, the Collective Bargaining Agreement, and the other agreements listed in Article XI, Section 1 of the Collective Bargaining Agreement, being entered into between the parties on the same date as the date hereof, have been ratified by the Union, following which the provisions hereof shall become effective as specified herein. Those provisions as to which

SKILLED TRADES SUPPLEMENTAL AGREEMENT

no other effective date has been specified in this Supplemental Agreement shall be effective immediately upon receipt by the Company of such notice of ratification.

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

FORD MOTOR COMPANY

William C. Ford, Jr.
Alan R. Mulally
Mark Fields
Joe W. Laymon
Martin J. Mulloy
Joseph R. Hinrichs
William P. Dirksen
Livio Mezza
Keith A. Kleinsmith
Jack L. Halverson
Ken Macfarlane
Ken Williams
Anu C. Goel
Elizabeth A. Peacock

Jim Larese
James E. Brown
Richard J. Krolikowski
Ted A. Stawikowski
Gregory M. Stone
Gregory M. Aquinto
Richard D. Freeman
Stephen M. Kulp
Brian L. Warren
Mary R. Anderson
William J. Rooney, Jr.
Bridgette M. Morehouse
Eric E. Cuneo

UAW

International Union
Ron Gettelfinger
Bob King
Wendy Fields-Jacobs
Garry Mason
Dave Curson
Chuck Browning
Joseph Carter
Dan Brooks
Joe Gafa

National Ford Council
Joel Goddard, Subcouncil #6
Mike Abell, Subcouncil #2
Jeff Washington, Subcouncil #2
Bernie Ricke, Subcouncil #1
Davine El-Amin Wilson,
Subcouncil #1
Dave Berry, Subcouncil #2
Chris Crump, Subcouncil #3
Chris Viscomi, Subcouncil #3
Charlie Grangarossa,
Subcouncil #4
Tim Levandusky, Subcouncil #4
Jeff Terry, Subcouncil #5
Johnny Verellen, Subcouncil #5
Jodey Dunn, Subcouncil #6
Dave Rogers, Subcouncil #7

EXHIBIT I**APPRENTICESHIP STANDARDS**

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

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

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

Tom Boritzki, Coordinator

Richard Freeman, Company Coordinator

Marie Douglass, Company Representative

Dan Hagen, Company Representative

Larry Shrader, UAW Representative

Lisa Burnett, UAW Representative

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

Article 1. Definitions

- (a) The term "Company" shall mean Ford Motor Company.
- (b) The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.
- (c) "Registration Agency" shall mean the **Office of Apprenticeship**, U.S. Department of Labor.
- (d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and if the apprentice is a minor, the apprentice's parent(s) or guardian, which agreement or indenture shall be approved by the Joint Apprenticeship Committee and registered with the Registration Agency.

- (e) “Apprentice” shall mean a person who is engaged in learning or assisting in the trade to which the person has been assigned under these Standards and who is covered by a written agreement with the Company providing for the individual’s training in accordance with these Standards of Apprenticeship and who is registered with the Registration Agency.
- (f) “Committee” shall mean the Joint Apprenticeship Committee organized under these Standards.
- (g) “Plant Subcommittee” shall mean each duly authorized subcommittee of the Joint Apprenticeship Committee for those programs established in plants under these Standards.
- (h) “Standards of Apprenticeship” shall mean this entire document, including these definitions.
- (i) “Collective Bargaining Agreement” shall mean the collective bargaining agreement between the Company and the Union.

Article 2. Apprenticeship Eligibility Requirements

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

- (a) Consistent with applicable state and federal laws: (1) all applicants shall meet the physical requirements of the Company for the applicable trade and (2) applicants must be at least age 18. All employees of the Company assigned to locations included in the testing session(s) will be eligible to apply when in-plant testing is being utilized, and any request to or from the Joint Apprenticeship Committee for deviation is subject to approval of Labor Affairs and the National Ford Department.
- (b) Applicants who meet all eligibility requirements and are accepted for apprenticeship shall be placed on the eligibility list in chronological order. At that time the applicant will be required to state up to three trade preferences. Stated preferences of applicants and their position on the eligibility lists will determine the order in which applicants are called to go on course.

- (c) Applicants shall submit an application for apprenticeship with all necessary data for the approval of the Joint Apprenticeship Committee.
- (d) Applicants shall satisfactorily complete the required Apprentice Selection Test Battery.
- (e) The acceptance or rejection of applications for apprenticeship shall be at the sole discretion of the Joint Apprenticeship Committee and shall not be subject to review through the Grievance Procedure provided for in Article VII of the Collective Bargaining Agreement between the parties, and Article IV, Section 2, of the Collective Bargaining Agreement (Promotions) shall have no application to applicants for apprenticeship.
- (f) Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.
- (g) In continuance of the policy established and maintained since the inception of these Standards and in accordance with the purpose of promoting equality of opportunity, the recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of age, race, color, religion, national origin, or sex, or against qualified individuals with disabilities. Affirmative action will be taken to provide equal opportunity in apprenticeship and the apprenticeship program will be operated as required under applicable Federal laws and regulations.

Article 3. Credit for Previous Experience

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these Standards for applicable experience, after their records have been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under an apprenticeship program or under a trainee, upgrader and/or changeover program and not in a trade school or vocational school.

Returned veterans and former Peace Corps members may have their service or Peace Corps work record evaluated and credit given on apprenticeship for applicable practical experience gained in the Armed Services or the Peace Corps after evaluation by the Joint Apprenticeship Committee.

A request for credit for previous experience must be accompanied by a typewritten letter on the employer's official stationery bearing the notarized signature of the employer or the employer's designated representative describing in detail the experience supporting the request.

In order to receive credit, previous shop experience must be accompanied by appropriate related course instruction. Requests for credit for previous experience must be made at time of indenture and be noted on Form 4410 so that such experience can be taken into account in the course of training and to permit deficiencies in related instruction to be made up to the extent that it is practicable to do so.

Article 4. Term of Apprenticeship

The term of apprenticeship shall be as established by these Apprenticeship Standards in accordance with the schedule of work processes as outlined in Appendices attached hereto and related instruction as outlined in Article 10(b).

Each phase of the scheduled hours of shop training will be considered complete if it is within the limits defined in the appendix. Deviations from the limitations of this paragraph may be approved by the Joint Apprenticeship Committee at the request of Plant Subcommittees.

Article 5. Probationary Period

The first three months of active employment for any employee while classified as an apprentice shall be known as the apprentice probationary period. During this probationary period the Apprenticeship Agreement may be cancelled by the Joint Apprenticeship Committee. The Registration Agency shall be advised of all such cancellations. This shall not limit the right of the Company to discipline a probationary apprentice for cause

for matters not related to the apprentice's training.

When probationary apprentices are to be laid off, they shall be laid off in reverse order of going "on course."

A laid-off probationary apprentice will be recalled to apprenticeship before placing a new apprentice on the same trade.

However, a probationary apprentice who has been laid off shall be returned to the eligibility list with the same trade preferences and in the same relative position that the apprentice had when originally placed on the program.

Article 6. Hours of Work

Apprentices shall work the same hours and be subject to the same conditions as the journeymen employed by the Company. When required to work overtime, the apprentice shall receive credit on the term of apprenticeship for only the actual hours of work.

Procedures for determining overtime equalization among apprentices and journeymen shall be made by local agreement in accordance with Article IV, Section 6 of the Collective Bargaining Agreement, subject to the approval of the UAW, National Ford Department, and Labor Affairs of the Company.

In computing overtime, hours of schooling shall not be considered as hours of work. Hours spent in training (classroom or laboratory) are not considered hours of work and/or employment and no compensation will be paid therefor.

In the event of a temporary layoff in the Rouge Area, apprentices shall be laid off before journeymen in the same trade in that department, but shall not be considered separated for purposes of determining the existing ratio. Deviations from this provision may be made by local agreement subject to the approval of the UAW, National Ford Department and Labor Affairs of the Company.

Article 7. Ratios

- (a) The number of apprentices which the Company shall employ at any time shall be subject to the limitations set forth below, which shall be applied separately to each trade in each seniority Unit.
- (b) When there are no journeymen laid off and there is no Upgrader or Changeover Agreement in effect, there shall be no restriction on the number of apprentices.
- (c) When there are no journeymen laid off and there is an Upgrader or Changeover Agreement in effect (whether or not any employees are then classified as upgraders or changeover employees) the number of apprentices to journeymen shall not exceed one apprentice for every five journeymen, except that:
 - (1) Where there is a shortage of journeymen available in relation to the need, such as occurs, for example, in the case of a new plant, expansion of an existing plant, certain technological changes or retirements, the parties locally shall mutually agree to a number of apprentices greater than 1 to 5 journeymen, in accordance with the need; notwithstanding the foregoing the Company may add apprentices greater than the ratio of 1 to 5 to meet the need resulting from early retirement of journeymen under the Ford-UAW Retirement Plan; and
 - (2) Where the existing number of apprentices is greater than one for every five journeymen, the Company shall not be required to reduce the number of apprentices immediately, but shall add no more apprentices until the ratio shall be reduced to 1 to 5, but thereafter shall not exceed such 1 to 5 ratio.
- (d) The ratio of apprentices to journeymen will be adjusted to reflect changes due to retention of newly graduated apprentices as journeymen, replacement of newly graduated apprentices by greater seniority journeymen, and separation of either journeymen or apprentices for any reason and such new ratio shall be considered the existing ratio for purposes of a subsequent layoff or recall.

- (e) Subject to the provisions of Article 6 above, when a reduction in force occurs in a trade where apprentices are employed —
- (1) If the ratio of apprentices to journeymen is one to ten or greater (i.e., 1:8, 1:5, etc.), apprentices first shall be laid off until the ratio to journeymen is one to ten.
 - (2) Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that:
 - (i) A minimum of one apprentice may be retained in each trade in each seniority Unit so long as at least one journeyman remains employed in that trade, and that
 - (ii) In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force, the parties locally shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one to ten, or for laying off all apprentices in a particular trade.
 - (3) If the ratio of apprentices to journeymen is less than one to ten (i.e., 1:11, 1:15, etc.) journeymen and apprentices shall be laid off according to the existing ratio.
 - (4) Upon an increase in the workforce, such ratio, one to ten, or the existing ratio which is less than one to ten between seniority apprentices and seniority journeymen, shall be maintained until all seniority journeymen are recalled. Thereafter, apprentices shall be recalled in seniority order before new journeymen in that classification are hired, provided, however, that this limitation shall not apply to available seniority journeymen on layoff from other Company locations who may be transferred under Article VIII, Section 23(c) of the Agreement.

Article 8. Discipline

The Committee shall have authority to act on a recommendation that an apprentice be placed on probation or removed from the apprenticeship for such causes as:

- (a) Unsatisfactory shop progress
- (b) Unsatisfactory school progress
- (c) Unsatisfactory work
- (d) Not following other requirements of the Program

Discipline of apprentices as described above shall not be subject to the grievance procedure under Article VII of the Collective Bargaining Agreement.

Article 9. Wages

Apprentice training groups will consist of trades as listed below:

Group 1 — Metal Model **Maker**

Group 2 — { **Electrician**
Machine Repair
Power House Mechanic
Pyrometer - Cleveland
Refrigeration and Air Conditioning
Maintenance & Installation
Stationary Steam Engineer
Tool and Diemaker
Toolmaker & Template Maker

Group 3 — { **Millwright**
Plumber - Pipefitter
Sheet Metal Worker
Welder General

Group 4 — { Industrial Truck Mechanic
Mechanic Auto
Refrigeration and Air Conditioning
Machine Operator

Apprentices shall be paid a percentage of the journeyman's rate in the trade in which they are indentured according to the following Shop Hour Rate Formula effective **November 19, 2007**. The number of hours of related classroom instruction satisfactorily completed must correspond to the schedule set forth in Article 10 for each 1000 hours of shop training in order for an apprentice to be eligible for a rate adjustment as indicated herein.

SHOP HOUR RATE FORMULA

0-1000 shop hours —	\$28.410*
1001-2000 shop hours —	\$28.540*
2001-3000 shop hours —	\$28.540* + 10% of (max. Jymn. rate minus \$29.055*)
3001-4000 shop hours —	\$28.540* + 22% of (max. Jymn. rate minus \$29.055*)
4001-5000 shop hours —	\$28.540* + 37% of (max. Jymn. rate minus \$29.055*)
5001-6000 shop hours —	\$28.540* + 55% of (max. Jymn. rate minus \$29.055*)
6001-7000 shop hours —	\$28.540* + 78% of (max. Jymn. rate minus \$29.055*)
7001 shop hours —	\$28.540* + 97% of (max. Jymn. rate minus \$29.055*)
graduation	

Applying the foregoing formula, effective **November 19, 2007**, hourly rates for apprentices are as follows:

* Rate includes **\$0.20** tool allowance, effective on the Effective Date of the Agreement

APPRENTICE SHOP HOUR RATE SCHEDULE BY TRADE GROUP

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

* See apprentice training groups for specific classification status.

Notwithstanding the foregoing provisions covering apprentice shop hour rates, a seniority employee who is transferred to apprentice training shall be paid a first shop hour period rate equal to either the employee's current base hourly rate or **\$30.390*** whichever is lower, provided however that in no event shall this first period rate be less than ten cents (10¢) above the rate stated for the first shop hour period in the Apprentice Shop Hour Rate Schedule set forth above. Upon the apprentice's completion of the first shop hour period said seniority employee shall be paid a shop hour rate of **\$28.985*** or the apprentice's first period rate, whichever is higher, and if retained as an apprentice, shall be paid such rate until qualified for a higher rate in accordance with the Apprentice Shop Hour Rate Schedule set forth above.

In addition to receiving pay for shop hours, apprentices shall receive:

- (a) a \$200.00 allowance for the purchase of tools, books, and supplies after being placed in apprentice training and a like amount at the end of the first shop hour period and \$100.00 at the end of the second, third, fourth, fifth, sixth, and seventh shop hour periods as well as upon completion of the apprenticeship, and
- (b) a training incentive for each course of related training successfully completed consisting of the product of the number of class hours on each course and the straight-time shop hourly rate they are receiving at the course completion date (exclusive of cost-of-living allowance and shift premium). The total number of class hours compensated shall not exceed 576; deviations from this total number of class hours compensated for one or more trades may be approved by the Joint Apprenticeship Committee without regard to Article 18, Modification of Standards; and
- (c) for apprentices entering training on or after October 18, 1976, a training incentive credit for the class hours of related training successfully completed while on an eligibility list for apprenticeship training provided: (1) the apprentices were employed by the Company while taking the course(s), and (2) the course(s) is accepted

* Rate includes **\$.20** tool allowance, effective on the Effective Date of the Agreement.

and credited toward the required related training for the apprenticeship in which the apprentices are indentured. The training incentive credit for these eligible course hours will be banked at the time they have been approved for credit toward their related training requirement. The apprentices may elect to:

- (1) receive training incentive payments for the banked hours in accordance with the schedule of shop hour periods and the number of related training class hours outlined in Article 10(a) of the Apprenticeship Standards at the completion of each 1000 shop hour period until the banked hours have been expended, or
- (2) receive training incentive payments for additional courses in related or elective subjects, with the number of classroom hours of such courses offset against the banked hours until they are expended.

The training incentive payment shall be based on the product of the number of related classroom hours and the straight-time shop hourly rate (exclusive of cost-of-living allowance and shift premium) the apprentices are receiving at the time payment is being made. The total number of class hours compensated under this paragraph (c) and paragraph (b) above shall not increase the total number of compensated class hours beyond the number of hours established in subparagraph (b) above during the apprentices' period of training.

These payments are subject to the condition that they are excluded from consideration in computing any premium payment.

Employees who are given credit for previous experience, upon entering the apprentice program, shall be paid the wage rate for the shop hour period to which such credit entitles them, and thereafter shall be eligible for training incentive payments as provided in the preceding paragraph.

General

All apprentices shall also receive all cost-of-living allowance adjustments that are accorded all hourly employees. When an apprentice has completed the required number of shop and related training hours and the Joint Appren-

ticeship Committee has approved the completion of training, the apprentice shall receive the maximum rate of the rate range paid to skilled journeymen in the classification or trade in which the apprenticeship was served.

Article 10. Related Instruction and School Attendance

(a) Provision for Classroom Instruction of Apprentices

During the period of the apprenticeship, each apprentice shall be required to complete at least the percent of total required related classroom hours (minimum total of 576) for each shop hour period as indicated below:

Shop Hour Periods	Percent of Total Classroom Hours
0-1000	13%
1001-2000	27%
2001-3000	40%
3001-4000	54%
4001-5000	67%
5001-6000	81%
6001-7000	94%
7001-graduation	100%*

Registration fees and/or tuition required in connection with related instruction under the apprentice program and examination fees for the successful completion of tests taken for related classroom credit will be funded by the Education, Development and Training Program (EDTP) under the letter of understanding Apprenticeship Related Instruction Expense (September 15, 1993). Should EDTP funds not be available, the Company will pay such expenses.

(b) Schedule of Classroom Instruction

The schedule of related classroom instruction shall be developed from the Related Instruction Guide which

* Deviations from the total number of shop hours or class hours for any apprenticeship may be approved by the Joint Apprenticeship Committee without regard to Article 18, Modification of Standards.

defines the core tasks apprentices are required to complete. Elective courses, recommended by the plant Subcommittee, must be approved by the Joint Apprenticeship Committee.

(c) Enforcement of School Attendance

In case of failure on the part of any apprentice to fulfill the apprentice's obligation as to school attendance the Committee may suspend, place on probation, or revoke the apprentice's Apprenticeship Agreement, and the Company hereby agrees to carry out the instruction of said Committee in this respect. The apprentice and the apprentice's parent or guardian hereby agree to abide by any such determination of such Committee.

The Registration Agency, and the International Union, UAW, shall be notified of any such suspension or revocation.

Article 11. Joint Apprenticeship Committee

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of six members, half of whom shall be appointed by and represent the Company and half of whom shall be representatives of the National Ford Department, appointed by the Director and represent the Union. The Committee shall elect Co-Chairs, one Company and one Union member. The Committee shall meet at least once a month or on call of either of the Co-Chairs.

It shall be the duty of the Committee:

- (a) To provide that each prospective apprentice be interviewed and impressed with the responsibilities the person is about to accept and the benefits the individual will be entitled to receive. The Committee may designate interviewers other than Committee members. The Joint Apprenticeship Committee may limit applications to Company employees in specific instances, subject to the approval of Labor Affairs and the National Ford Department, UAW*.
- (b) To accept or reject applicants for apprenticeship after preliminary examination by the Company, subject to the

* Refer to Article 2(a).

conditions stated in Article 2 of these Apprenticeship Standards, and to maintain a list of eligible applicants. The number of applicants to be placed on each plant's eligibility list shall not exceed a number large enough to represent a twenty-four month supply. The provisions of this section may be waived by the Joint Apprenticeship Committee.

The Joint Apprenticeship Committee may establish appropriate procedures to permit employees at Company locations which have no apprenticeship program in effect to apply for apprenticeship at one Company location in the same geographic area having such a program, subject to the approval of Labor Affairs and the National Ford Department, UAW.

- (c) To place apprentices under Agreement.
- (d) To hear and decide on all questions involving the apprentices under these Standards which relate to their apprenticeship.
- (e) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that the apprentice is delinquent in his/her progress.
- (f) To offer constructive suggestions for the improvement of the apprenticeship program.
- (g) To formulate schedules of work experience for all future apprenticeable trades.
- (h) To review and approve in advance any plant plan to lay off all apprentices in a particular trade pursuant to Article 7(e)(2)(ii).
- (i) To certify the names of graduate apprentices to the Registration Agency and recommend that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein. No Certificates will be issued by the Registration Agency unless approved by the Committee.
- (j) To approve or reject all minutes and related data received from all plant Subcommittees of the Joint Apprenticeship Committee.
- (k) To properly inform all plant Subcommittees of the Joint Apprenticeship Committee on all applicable procedures.

- (l) To conduct annual on-site reviews of the plant apprentice program training, addressing issues such as but not limited to the following:
- Safety Training
 - Related training instruction
 - On-the-job training
 - Compliance with performance-based apprenticeship requirements
 - Appropriate facilities and resources in support of the plant's apprentice program
- (m) To determine appropriate responses to State apprenticeship agencies, including registration matters in those states where such an agency has been established.
- (n) In general, to be responsible for the successful operation of the Apprenticeship Standards in the Company and the successful completion of the apprenticeship by the apprentices under these Standards.

Article 12. Plant Subcommittees of the Joint Apprenticeship Committee

There are hereby established plant Subcommittees of the Joint Apprenticeship Committee as defined in Article 1. These plant Subcommittees shall be composed of at least two members. Half of these Subcommittee members shall be appointed by and represent the Company and half shall be appointed by the National Ford Department Director and represent the Union. These plant Subcommittees shall elect Co-Chairs, one Company and one Union member. These plant Subcommittees shall meet at least once a month or on the call of either of the Co-Chairs.

The Union member(s) of a plant Subcommittee shall be considered part-time representative(s) and each, upon properly reporting to his/her Supervisor when it becomes necessary to leave an assigned job, shall be accorded the privilege of leaving work to promptly perform specific, duly authorized duties, listed below, of the Plant Subcommittee without loss of time, on the understanding that this privilege will not be abused and that each part-time Committee representative will continue to work at as-

signed jobs at all times not required for the performance of such duties. The part-time Subcommittee representative will report to an employee's Supervisor, provided the Supervisor is in the department, before contacting such employee in the performance of Subcommittee duties.

No special privileges shall be accorded part-time Committee representatives during layoffs or overtime work.

It shall be the duty of the Subcommittees of the Joint Apprenticeship Committee to:

- (a) Monitor the progress of all apprentices at their location. This specifically includes monitoring apprentices' shop and school progress and performance, and making contact, when required, with apprentices on the job to determine progress. It also includes reviewing apprentices' in-course progress assessment reports, and prescribing training, shop rotation, and/or other appropriate remedial actions necessary to improve apprentices' performance in the program.
- (b) Hear and decide all questions involving apprentices under these Standards which relate to their apprenticeship, subject to approval of the Joint Apprenticeship Committee, including the apprentice's seniority date in cases referred to in Article 15(a), if the plant delays the release of the apprentice involved.
- (c) Recommend to the Joint Apprenticeship Committee that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein. No Certificates will be issued by the Registration Agency unless approved by the Joint Apprenticeship Committee.
- (d) Assist in projecting, as best possible, the future attrition rate of journeymen in apprenticeable trades at their location, so appropriate numbers of apprentices to be placed on course may be requested.
- (e) Work with local colleges and training vendors to establish and maintain necessary related training curricula.

- (f) Offer suggestions to the Joint Apprenticeship Committee for the improvement of the apprentice program.
- (g) Comply with all procedures as established by the Joint Apprenticeship Committee.
- (h) Submit minutes of meetings and all other related data to the Joint Apprenticeship Committee for final approval.

Article 13. Supervision of Apprentices

Apprentices shall be under the immediate direction of the supervisor of the department. Local Management in consultation with the plant Subcommittee is responsible for moving apprentices from one department or area to another in accordance with the predetermined schedule of work training.

The designated local Company representative, in consultation with the Plant Subcommittee, shall prepare adequate record forms to be filled in by the supervisor under whom the apprentices receive direct instruction and experience. Apprentices' immediate supervisors shall make a report to the Plant Subcommittee on the work and progress of the apprentices under their supervision in the frequency and manner as prescribed by the Committee.

If the supervisor finds that an apprentice shows a lack of interest or does not have the ability to become a competent mechanic, the supervisor shall place all the facts in the case before the Plant Subcommittee which shall forward these facts to the Committee for its decisions. Under these circumstances, an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or the apprentice's agreement may be terminated. The Registration Agency and the International Union, UAW, shall be advised of all terminations and the reasons therefor.

Nothing in this Article alters Management's right to give direction to apprentices.

Article 14. Consultants

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprenticeship training which affect the agencies they represent.

Article 15. Seniority

- (a) New apprentices and rehired apprentices shall be regarded as probationary apprentices and shall establish apprentice seniority after the first three (3) months of continuous employment with the Company as an apprentice.

In order to become a seniority apprentice, a probationary apprentice must have been employed for a total of three (3) months as an apprentice within the year following the date the person was approved and accepted as an indentured apprentice by the Joint Apprenticeship Committee or last rehired as an apprentice, whichever is the later.

Following completion of the probationary period, the apprentice shall be given apprentice seniority as of the date three (3) months prior to the completion date of the probationary period and will thereafter exercise seniority as provided hereinafter. An apprentice's seniority date shall not precede the date the individual is placed on an apprentice classification, or the apprentice's date of hire, or date of rehire, whichever is the later, except that if the plant delays the release of an hourly employee on the active payroll who has been qualified and approved for placement as an apprentice, such employee shall be considered as being on course as of the date indicated in the "Date Required" column on the Hourly Personnel Requisition, Form 458. However, at no time can the on-course date be earlier than the date the requisition receives final approval, which date must be clearly noted and initialed on the requisition. Disputes involving apprentice seniority dates will be resolved by the Joint Apprenticeship Committee.

Full credit for actual hours spent in training shall be granted toward completion of the individual's apprenticeship. For the purposes of this Article, a rehired apprentice is one who has been placed back on course after losing apprentice seniority, was not eligible for reinstatement as an apprentice or who had been removed from course for cause by the Joint Apprenticeship Committee (as opposed to one who had been suspended by the Committee).

- (b) In no event shall an apprentice acquire apprentice seniority until the apprentice has acquired seniority as a Company employee.
- (c) Apprentices will exercise their seniority in their occupational group. For example, if there are four apprentices in the diemaking occupation, and a reduction in this number is required, the apprentice with the earliest on course date shall be last laid off and the last laid off shall be the first to be reinstated.
- (d) An apprentice starting training on or after September 15, 1970, shall be given seniority as a journeyman, upon completion of apprenticeship, equal to the calendar days subsequent to the person's last hiring date as an apprentice and prior to the date of completion of the apprenticeship.
- (e) Apprentices who joined the Armed Forces or were on a Peace Corps leave and upon return were indentured in some other trade shall be given, for seniority purposes as apprentices, full credit for time spent in military service and on a Peace Corps leave plus such evaluated credit hours agreed to by the Joint Apprenticeship Committee for training gained in such other apprentice classification(s). Upon graduation, such veterans and those who were on a Peace Corps leave shall have their seniority computed in accordance with paragraph (d) above.
- (f) The provision of Article VIII, Section 5, Paragraph (6) of the Collective Bargaining Agreement shall be amended insofar as it applies to apprentices covered by this Agreement to the extent that such apprentices hired subsequent to June 20, 1941 shall not lose their apprentice seniority unless they are continuously unemployed by the Company for a period of time equal to their apprentice seniority but

in no case less than four years (48 months).

In connection with the foregoing amendments as they might affect both journeymen and apprentices, it is expressly understood and agreed that the Company shall assume no liability for back pay claims with respect to holidays, vacations, or any other matter as a result of the retroactive adjustment of such seniority considerations or while such adjustments are being made, nor shall it be liable in any manner with respect to individuals who may be missed in such readjustment and the only redress the Union or its members may seek shall be a seniority correction in the record of such individuals who may be called to the attention of the Company by the Union.

The extension of recall privileges provided for herein is not to be construed as expanding any other contractual privileges beyond the specific provisions of the Master Agreement.

- (g) Apprentices may be transferred from one seniority Unit to another in accordance with the provisions of Article VIII, Sections 23 and 24, and the Letter of Understanding on Apprentice Preferential Placement, Protected Status Placement, and Return to Basic Unit Provisions dated October 9, 1999 of the Collective Bargaining Agreement upon specific prior approval of the Joint Apprenticeship Committee under certain conditions hereinafter outlined:
 - (1) An apprentice, affected by a reduction of force, discontinued operation or classification in a plant, so transferred shall be accorded all of the person's apprentice seniority in the new seniority Unit. Upon graduation, such apprentice shall have total journeyman seniority in the new seniority Unit.
- (h) Upon the apprentice's request, the individual may be transferred from one seniority Unit to another upon specific prior approval of the Joint Apprenticeship Committee. An apprentice so transferred shall be accorded date-of-entry apprentice seniority in the new seniority Unit. It is also expressly understood and agreed that such apprentice shall retain no apprentice seniority rights in the seniority Unit(s) from which the apprentice has transferred. Upon graduation, such apprentice shall

be credited with seniority as a journeyman in the new seniority Unit equal to the apprentice's "on course" time in the new seniority Unit, plus time while on leave of absence for service with the Peace Corps in accordance with Article VIII, Section 31(c) of the Collective Bargaining Agreement, military service time in accordance with Article VIII, Section 33 of the Collective Bargaining Agreement, vacations and time lost during reduction in force while employed in the new seniority Unit.

- (i) An employee who has seniority on an hourly rated job and later transfers to an apprentice classification may, in the event of a reduction of force in the individual's apprentice classification, elect to take a layoff or exercise accumulated seniority on an hourly rated classification which the apprentice held prior to entering the apprentice classification.
- (j) An apprentice who has seniority only on the apprentice classification may, in the event of a reduction of force, elect to take a layoff or accept available work.

Article 16. Apprenticeship Agreement

Every Apprenticeship Agreement entered into under these Standards of Apprenticeship shall contain a clause making the Standards part of the Agreement with the same effect as if expressly written therein. For this reason every applicant (and if the applicant is a minor the applicant's parent or guardian) shall be given an opportunity to read the Standards before the applicant signs the applicant Agreement.

The following shall receive copies of the Apprenticeship Agreement:

- (a) The apprentice
- (b) Ford Motor Company
- (c) Registration Agency
- (d) The Local Union
- (e) Two copies to the Veterans Administration, in case the apprentice is a veteran.

Article 17. Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will recommend to the **Office of Apprenticeship**, U.S. Department of Labor, that a Certificate signifying completion of the apprenticeship be issued to the apprentice. No Certificates will be issued by the **Office of Apprenticeship**, U.S. Department of Labor, unless approved by the Joint Apprenticeship Committee.

Article 18. Modification of Standards

These Standards of Apprenticeship may be amended or new schedules added at any time upon mutual agreement of the Company and the Union. Such change or amendment shall be submitted to the Registration Agency and to the International Union, UAW, to determine if it meets with the standards established by the Registration Agency and the International Union. A copy of such amendment will be furnished to each apprentice employed by the Company.

Article 19. Approval

These Standards or any changes or amendments to these Standards will be submitted to the International Union Skilled Trades Department for their approval before becoming effective.

APPENDICES**Shop Training**

Successful performance of tasks defined in the Training Guides are the minimum shop training requirements apprentices must accomplish. Apprentices having demonstrated the ability to perform tasks defined in the Training Guides may be rotated through other shop phases of their trade to gain proficiency or learn new tasks brought about by technological change.

A requirement of shop training is successful completion during the first 500 shop hours of all modules contained in the Apprentice Safety Orientation Program and the Safety Task contained in the Basic Training Guide. The plant subcommittee is responsible for monitoring completion of this requirement and the requirement that employees be provided a safety training orientation program of up to 32 hours in duration during the process of their being placed on the Apprentice Program. Subsequent safety related training will consist of 24 hours during Core Skills and at least 24 hours of trade-specific training throughout the balance of their apprenticeship. These hours would be contained within their total course work hours.

Related Instruction

See Article 10(b)

APPENDICES

APPENDICES

**APPENDIX A
AUTOMOTIVE MECHANIC
Schedule of Shop Training**

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

**APPENDIX B
DIE CAST DIEMAKING
Schedule of Shop Training**

Lathe
Standard and Specialty Milling
Machines
Grinders — I.D., O.D., and Surface
CNC Machines, EDM, CMM, Shaper
and Laser Cutting Machines
Bench Work
Floor Maintenance
Die Tryout
Total 8000 hours

**APPENDIX C
DIEMAKING
Schedule of Shop Training**

Lathe
Standard and Specialty Milling
Machines
Grinders — I.D., O.D. and Surface
CNC Machines, EDM, CMM, Shaper
and Laser Cutting Machines
Bench Work
Floor Maintenance
Die Tryout
Total 8000 hours

**APPENDIX D
DIESEL ENGINE & HEAVY EQUIPMENT MECHANIC
Schedule of Shop Training**

Machine Shop
Locomotive & Loader Overhaul
Diesel Engine Rebuilding
Heavy Equipment — Crane, Bulldozer
and Grader Repair & Maintenance
Fuel & Lubrication Systems
Field Service Inspection
Total 8000 hours

APPENDICES

**APPENDIX E
DIESINKING
Schedule of Shop Training**

CNC, EDM and Laser Cutting
Machines
Lathe
Grinders
Edgers and Shapers
Profiling Machines
Final Finish
Bench
Layout

Total 12,000 hours

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

Layout, Construction & Installation
General Maintenance and Repair
Power Construction, Sub-Station
Maintenance, and Operation
Electronic Equipment Trouble-
shooting, Maintenance and Repair
- Programmable Logic Controllers
- Solid State Controls
- Robotic Equipment

Total 8000 hours

APPRENTICESHIP STANDARDS

**APPENDIX G
INDUSTRIAL HYDRAULICS
Schedule of Shop Training**

Layout, Construction & Installation
General/Maintenance & Repair
Bench Repair

Total 8,000 hours

**APPENDIX H
INDUSTRIAL INSTRUMENTATION
INDUSTRIAL PYROMETRY
Schedule of Shop Training**

Layout, Construction & Installation
General Maintenance
Bench, Floor Repair & Hardness
Testing Instruments

Total 8000 hours

APPENDICES

APPRENTICESHIP STANDARDS

**APPENDIX J
JOB MOLDING AND COREMAKING
Schedule of Shop Training**

Casting, Cleaning and Finishing	
Coremaking	
Job Molding — Floor and Bench	
Sand and Metal Control	
Total	8000 hours

**APPENDIX L
METAL MODEL MAKING
Schedule of Shop Training**

Metal Forming/Bench Layout and Press Area	
Body In White Assembly	
Body Side Assembly	
Underbody Assembly	
Henning/Closing and Metal Finishing	
Prototype Fixture Building	
Body Finalizing	
Body Structure Concepts	
Tools and Machine Awareness	
Tool Room	
Inspection Awareness	
Basic Welding Exposure	
Total	8000 hours

**APPENDIX I
INDUSTRIAL TRUCK MECHANIC
Schedule of Shop Training**

Chassis Maintenance	
Transmission and Clutches	
Gas and Diesel Engines and Electric Motor Repair and Maintenance	
Electrical, Cooling and Hydraulic Systems Maintenance and Repair	
Battery, Wheel and Tire Maintenance	
Total	8000 hours

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

Lathe	
Standard and Specialty Milling Machines	
Grinders — I.D., O.D., and Surface	
CNC Machines, EDM, CMM, Shaper and Laser Cutting Machines	
Bench and Floor Work	
Total	8000 hours

APPENDICES

APPRENTICESHIP STANDARDS

**APPENDIX N
PLUMBING-PIPEFITTING
Schedule of Shop Training**

Layout, Construction & Installation	
Steamfitting & Pipefitting	
Maintenance	
Plumbing Installation & Maintenance	
Troubleshoot and Repair Valves and Pneumatic Equipment	
Total	8000 hours

**APPENDIX P
REFRIGERATION AND AIR CONDITIONING
Schedule of Shop Training**

Maintenance	
Repair	
Installation	
Optional (Motors & Fans)	
Total	8000 hours

**APPENDIX M
MILLWRIGHT
Schedule of Shop Training**

Troubleshoot, Maintain, Remove and Replace Machinery and Equipment	
Layout, Fabricate and Install Structural Equipment & Machinery	
Cranes, Elevators, Speed Reducers and Variable Speed Drives	
Total	8000 hours

**APPENDIX O
POWER HOUSE MECHANIC
Schedule of Shop Training**

Machine Shop	
Turbines	
Pumps	
Valves	
Refrigeration	
Air Compressors	
Power House Equipment Repair and Maintenance	
Boiler Layout, Repair, Construction and Testing	
Total	8000 hours

APPENDICES

APPRENTICESHIP STANDARDS

**APPENDIX R
STATIONARY STEAM ENGINEERING
Schedule of Shop Training**

Boiler Operation, Recording & Control Instruments	
Refrigeration & Air Conditioning Operation, Air Compressor Repair Control & Operation of Heat, Steam, Air, Water & General Power & Utility	
Water Treatment & Pump Operation	
Total	8000 hours

**APPENDIX T
TOOLMAKING AND DIEMAKING
Schedule of Shop Training**

Lathe	
Standard and Specialty Milling Machines	
Grinders — I.D., O.D. and Surface	
CNC Machines, EDM, CMM, Shaper and Laser Cutting Machines	
Bench Work	
Floor Maintenance	
Die Tryout	
Total	8000 hours

**APPENDIX Q
SHEET-METAL WORKING
Schedule of Shop Training**

Fabrication	
Hand Forming	
Installation	
Pattern Layout and Development	
Total	8000 hours

**APPENDIX S
TOOLMAKING
Schedule of Shop Training**

Lathe	
Standard and Specialty Milling Machines	
Grinders — I.D., O.D. and Surface	
CNC Machines, EDM, CMM, Shaper and Laser Cutting Machines	
Bench Work	
Floor Maintenance	
Total	8000 hours

APPENDIX U
WELDING
Schedule of Shop Training

Machinery and Equipment
Construction and Fabrication
Pipe Welding
Tool & Die Welding
Total 8000 hours

EXHIBIT II**SKILLED TRADES WORK ASSIGNMENTS**

It is the policy of the Company to assign work between skilled tradesmen in conformity with the principles set forth by the Ford-UAW Umpires in Opinions A-223, A-278, B-14 and other Umpire memoranda. This statement is intended as a reaffirmation of these principles. In making job assignments, Management intends to respect basic differences between the trades and recognize the importance and prestige of its tradesmen. But, as the Umpire has said, the Company cannot be put to a disadvantage by "multiple hair-splitting refinements and cumbersome and unreal distinctions." Indeed, the efficient operation of the Company's plants demands the full utilization of the talents of each trade.

Factors to be Considered in Making Job Assignments**Central Skills**

Tasks which require the unique and central skills of one particular trade are assigned to that trade (unless such tasks are incidental to a principal job being performed by other tradesmen as discussed below).

Overlapping Capabilities

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, several criteria must be considered, no one of which by itself is controlling.

- Level of skill involved.
- Type of apprenticeship training.
- Tools required.
- Nature of the material being worked on.
- Generally accepted notions of the trade.
- Other criteria (e.g., composition and size of the skilled work force).
- Past practices in a plant relating to skilled tasks (invariable, certain and unchallenged over such a long period that an agreement is assumed).

The first six of these criteria will be considered in making the determination of whether a skilled task falls within the scope of two or more trades or only one. Past practice is a limiting factor and is binding in ordinary situations if by clear and convincing proof it can be shown to exist as a fact by the party relying on it.

Incidental Work

Incidental work is a comparatively minor task that is complementary to a principal job. In determining whether a task is incidental and thus properly assignable to the tradesmen performing the principal job, the following points must be considered (past practice or normal scope of the trade has no significance in incidental work):

- Time involved in relation to the principal job. (A minor task or series of minor tasks performed sporadically over the duration of the principal job are incidental even though the cumulative time may be fairly large.)
- Whether the task is within the capabilities of the principal tradesman.
- Whether the task can safely be performed by the principal tradesman.

Incidental tasks are not limited to those arising in the course of the principal job, but may occur also at the beginning or end of the job.

Emergencies

In the event of breakdowns and other unforeseen incidents that interrupt the flow of production, as well as fires, accidents and the like, assignments may be made without regard to trade lines, although trade lines are not to be disregarded where the time within which the repairs are to be made and the availability of the appropriate tradesmen permit their observance.

The current practices with respect to skilled trades job assignments as exist at the Cleveland Stamping and Highland Park Plants shall not be disturbed by the principles set forth above unless the Local Union and local Management shall agree otherwise.

MAINTENANCE AND CONSTRUCTION WORK

January 20, 1949

Mr. Walter P. Reuther
President, International UAW-CIO
411 W. Milwaukee
Detroit 2, Michigan

Dear Mr. Reuther:

The purpose of this letter is to inform you concerning the present policy of the Ford Motor Company relating to maintenance and construction operations, as you requested in the meeting between Company and Union representatives at the Rackham Memorial Building yesterday.

Effective Monday, January 17, the policy with regard to maintenance and construction operations of the Ford Motor Company were revised in accordance with the following principles:

- (1) The department formerly identified as N-700 was abolished, all employees assigned thereto being transferred to the various maintenance Units or to the newly created Construction section herein described.
- (2) Each operating division or building (examples, the Steel Division, the Motor Building) is now provided with its own maintenance department. One maintenance department is provided for Roads and Grounds, and for the miscellaneous buildings not large enough to individually support a maintenance department. These maintenance departments carry the responsibility of general maintenance work within the confines of the operating divisions or buildings. They will perform all work of a maintenance, as distinguished from construction, nature.
- (3) The Construction Section, or department, was created to function within the limits of the greater Detroit area, including Mound Road, Highland Park, Lincoln, and Rouge operations, as well as the other smaller plants in the area.

This Section will perform all construction work which it is feasible for the Company to do, consistent with equipment and manpower skills available, with the limitation that outside contractors may be called upon when the volume of work required exceeds the capacity of the Construction Section. Employees assigned to this Sec-

MAINTENANCE AND CONSTRUCTION WORK

tion are those carrying sufficient service to assure a minimum of difficulty on the question of seniority rights.

- (4) Where deemed advisable, contracts will be let to outside contractors under certain conditions. Such outside assistance will be engaged where peculiar skills are involved, where specialized equipment not available at Ford is required or where for other reasons economies can be realized because specialized contractors can better perform the work in question. As indicated above, work may be contracted out on occasions when the volume of construction work precludes the possibility of its completion within time limits by the Ford construction department.

We believe the above to be a clear statement of the policy which Ford Motor Company intends to follow with regard to maintenance and construction operations. We feel, and believe you will concur, that it is impossible to enunciate this policy in more detail. Necessarily, some questions may arise from time to time regarding work which is contracted to outside concerns. On such occasions, we intend to continue the practice of informing Union representatives of our reasons for letting such contracts, as in the past. (*) It should be noted, however, that Management must reserve the right to make the final determination as to whether work shall be done by Ford, or outside contractors. In making this determination, however, we intend always to keep the interests of Ford personnel in mind. We anticipate that in the great majority of instances it will be to the advantage of the Company to use its own equipment and personnel in construction work. We intend to utilize this personnel and equipment wherever feasible.

Very truly yours,

JOHN S. BUGAS
Vice President
Industrial Relations

* As provided in the Settlement Agreement between the Company and the Union dated November 23, 1964, this is construed to mean that the Company agrees to give advance notice to the Union, where feasible, of the Company's plans for letting a particular contract; however, the question of whether or not advance notice has been or should have been given shall have no bearing on any grievance protesting Management's action in letting a particular contract.

NEW DIE CONSTRUCTION

October 4, 1979

Mr. Ken Bannon, Vice President
Director, National Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

During the current negotiations the Union expressed its concern over the effect on employment opportunities for seniority journeymen in tool and die classifications (Appendix F) of Company decisions to utilize non-Company sources for new machining, fabrication, repair, tryout and related checking fixture construction work normally assigned to the die construction activity in the plants of the Metal Stamping Division, including the Dearborn Tool and Die Plant.

As explained by the Company in the discussion of this subject, and particularly with reference to the meetings in 1975 with Rouge Tool & Die Unit representatives regarding the delayed 1977 car and truck model die construction program, decisions concerning the effective utilization of in house die capacity and out sourcing are the responsibility of the Metal Stamping Division Management.

It is the policy of the Company to retain new die machining, fabrication, repair, tryout and related checking fixture construction work within the die construction activity of plants in the Metal Stamping Division to the extent the Company's program requirements can reasonably be met. Of course, the final decision must be made by the Company based upon its assessment of these requirements and the facts known to the Company at the time the decision is made.

The decision to retain such work in house or to utilize non-Company sources is influenced by many considerations, including the magnitude of the new die construction program, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the work force, the complicating effect of design

NEW DIE CONSTRUCTION

modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die construction business.

Many of the same considerations which influence the allocation of such work by Division Management also impact the accomplishment of the objectives established for local plant Management as a part of the overall new die construction program. For example, the unavailability of machining capacity in the plant die construction activity may lead to the decision to utilize a non-Company source in order to assure that deadlines in the program are met.

A local Management decision to utilize a non-Company source for such work should consider, in addition to all other relevant factors, any adverse employment impact on the plant's tool and die work force, i.e., seniority journeymen in the affected classifications are laid off or would be laid off as a direct result of the decision.

In the event that such a decision is being contemplated, local Management will, except where time and circumstances prevent it, have advance discussion with Local Union representatives concerning the nature, scope and approximate dates of the work to be performed and the reasons why Management is contemplating utilizing a non-Company source. At such times, Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In making a final decision, the Company will not act arbitrarily or capriciously in disregard of the legitimate interests of Ford employees.

In addition, where the Company considers that work practices or provisions of local agreement may be having an adverse effect on the Company's ability to compete in this field effectively, Management will discuss such matters on a timely basis with Local Union representatives and explore

NEW DIE CONSTRUCTION

with them the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such employees.

Very truly yours,

SIDNEY F. McKENNA
Vice President
Labor Relations

SETTLEMENT AGREEMENT

***SETTLEMENT AGREEMENT**

On this 29th day of May, 1949, Ford Motor Company and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C.I.O., hereby agree that . . . :

No. 1. To meet its daily production schedules, the Company will maintain each line at a constant speed. The Company will space units to provide a uniform flow of work for individual employees. It is recognized that this uniform flow of work contemplates the expected normal ratio of body types upon which the work standards are computed and the regular work assignments are made. On request, local Management will notify the Union of its expected daily production schedules and of the line speeds to achieve such schedules.

No. 2. The following question, with respect to the lines specified in the Union's notices of dispute at the Lincoln and Dearborn Assembly Plants dated March 11 and April 14, 1949 shall be submitted for decision by an arbitrator or arbitration panel as provided below:

"Does the Company under the contract, on the basis of health and safety or otherwise, have the right to require an employee to perform his work assignment on any unit in less time than the Company's time study shows for his assignment, provided the employee is not assigned more than 480 minutes of work as measured by time study in an eight hour shift?"

The decision of the arbitrator or arbitration panel, as the case may be ... shall be in writing, and shall be binding upon both parties.

No. 3. When additional work is required because the mix of body types differs from the expected normal ratio upon which the work standards are computed and the regular work assignments are made, the Company will make adjustments where necessary by one or more of the following means:

- (a) addition of manpower
- (b) greater spacing of units

* As amended October 20, 1961.

SETTLEMENT AGREEMENT

- (c) reducing speed of line
- (d) stopping line momentarily
- (e) adjusting employee work assignments

No. 4. The normal amount of work required of employees shall not be increased because of absenteeism.

RELIEF ALLOWANCE

September 18, 1964

Mr. Ken Bannon, Director
National Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit 14, Michigan

Dear Mr. Bannon:

This will confirm the arrangements made during the current negotiations concerning an additional relief allowance for employees on certain operations.

In the plants an additional relief allowance of 12 minutes per eight-hour shift, for a total of 36 minutes, will be provided to those employees on operations where their manual operations are continuous and cannot be left unattended and for which tag relief is furnished, and on certain other operations that the Company determines are likewise of such a nature as to give the employees no control over their work pace.

The following shall be added to the fifth paragraph of Article IV, Subsection 4(a):

(iv) it shall not be deemed to affect the allowance applicable to certain operations as set forth in the Company's letter to the Union dated September 18, 1964.

Within 45 days after receiving notice of ratification of the 1964 Collective Bargaining Agreement, the Company will advise the Director of the National Ford Department of the operations on which this special relief will be applied.

The National Ford Department will have 45 days thereafter in which to question the Company's determinations. Such questions are to be brought to the attention of the Company's Labor Relations Staff, and the matter will be resolved between that Staff and the National Ford Department.

RELIEF ALLOWANCE

The additional relief provided herein shall become effective at the beginning of the first pay period following the 90th day after the Company receives notice of the ratification of said Collective Bargaining Agreement.

Very truly yours,

MALCOLM L. DENISE
Vice President
Labor Relations

RELIEF ALLOWANCE

October 21, 1967

Mr. Ken Bannon, Director
National Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

This will confirm the arrangements made during the current negotiations concerning an additional relief allowance for certain employees.

In the car, truck and tractor assembly plants an additional relief allowance of 12 minutes per eight-hour shift will be provided to those employees on jobs covered by the Company's letter to the Union dated September 18, 1964; except, however, that this additional relief allowance shall not result in any employee receiving more than 80 minutes' total relief per eight-hour shift, nor shall it affect employees currently receiving a total of 80 or more minutes of relief.

This special relief allowance will go into effect 90 days after the Effective Date of the 1967 Collective Bargaining Agreement.

Very truly yours,

SIDNEY F. McKENNA, Director
Labor Affairs Office
Labor Relations Staff

RELIEF ALLOWANCE

December 7, 1970

Mr. Ken Bannon, Director
National Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

This will confirm the arrangements made during the current negotiations concerning an additional relief allowance for employees on certain operations.

Employees on certain operations as set forth in the Company's letter to the Union dated September 18, 1964, excluding employees in all car, truck, and tractor assembly plants, will receive an additional relief allowance of 8 minutes per eight-hour shift, for a total of 44 minutes; except, however, that this additional relief allowance shall not result in any employee receiving more than 80 minutes total relief per eight-hour shift, nor shall it affect employees currently receiving a total of 80 or more minutes of relief.

This special relief allowance will go into effect 90 days after the Effective Date of the 1970 Collective Bargaining Agreement.

Very truly yours,

SIDNEY F. McKENNA, Director
Labor Affairs Office
Labor Relations Staff

THREE-DAY TRANSFER AGREEMENT

August 15, 1949

AGREEMENT

Ford Motor Company and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, agree that where weekly pay periods are presently in effect and as the various plants and branches adopt the weekly pay period, the following rules shall be followed with respect to transfers:

When employees covered under the present (277) "Three Days Transfer Agreement" are reclassified on a Form 277 (Change of Occupation), the resultant change in rate shall take effect the first day of the first pay period following the reclassification date. The reclassification date shall be considered the date the employee started working on the new classification; but this shall not constitute a waiver of Article VII Section 13A.*

Forms 277 shall be processed in each plant in the manner now followed at the Rouge Plant. All 277's where a badge change is not involved will be made in triplicate. The original copy shall be retained by the Rate Adjuster, one duplicate copy shall be made available for the Supervisor and the other duplicate copy shall be made available for the Union representative. In cases where badge changes are involved the 277 will continue to be made up in single copy and presented to the Union representative for his signature, with the understanding he can take from such 277 Form any information he deems necessary. As in the past no 277 will be considered as official until it carries the initial of the Rate Adjuster in plants where Rate Adjusters are employed. In plants where Rate Adjusters are not employed the forms will carry the initials of the employee designated by the manager as having such authority to check such forms. The Union shall be notified promptly of the rejection of any Form 277.

* (The corresponding section of the current Collective Bargaining Agreement, to which this now is deemed to refer, is Article VII, Section 24(a).)

THREE-DAY TRANSFER AGREEMENT

This agreement is subject to ratification by the membership of the Union, and shall be submitted for ratification promptly.

By FORD MOTOR COMPANY

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