

Local Agreement



Local 1250
International Union,
United Automobile, Aircraft
and Agricultural Implement
Workers of America

and the
Ford Motor Company
Powertrain Division

Effective Date ????
NEED DATE

GENERAL AGREEMENTS AND UNDERSTANDINGS

~~ABSENTEEISM/DISCIPLINE/AWOL DAYS~~ ABSENCE CODE ADJUSTMENTS

Any absence, that is subsequently justified to the satisfaction of supervision, will be corrected by supervision management to reflect the proper coding (i.e., A to T) and the employee will be provided a receipt verification upon request of the changes.

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BATTERY BOOST

Battery boost equipment will be available at the main security office. An employee desiring to use the equipment will leave valid identification until the cables are returned.

BOTTLED WATER DISPENSING

Qualified Ford UAW employees will deliver bottles of water.



Cleveland Engine Plant – Commitment to Competitive Excellence

Through the ongoing joint efforts of the UAW Local 1250 and Cleveland Engine Plant Management, we strive to be a leader in all aspects of our business. The parties commit to continuous improvement, including implementing Appendix J, Exhibit 1 & 2 and delivering aligned work groups/teams in support of the Global Manufacturing standard.

The parties acknowledge our mutual interest in having the most competitive, highly trained and flexible workforce in the automotive industry supporting profitable growth for all.

Our significant progress in recent years was built upon a competitive business model; leveraging the work, skills and talents of all of our employees.

In order to continue to grow in the competitive global environment, we must employ our people resources more efficiently than our competitors. To that end, the parties agree that all employees will safely work to their capabilities consistent with the following principles:

- The Company will continue to provide appropriate training to ensure all employees can work safely and to their capabilities contributing to efficient operations.
- Employees will build their skills, job knowledge and versatility with on-the-job training which will be leveraged wherever reasonably possible.
- Fully utilize the skills, talents and abilities of the workforce in support of the Manufacturing Operating System.
- Continuous improvement in quality, waste elimination and providing value for our customers are the critical ingredients to long term employment security.

Cleveland Engine Plant's success is dependent upon our ability to attract increased volume and new products. To that end, the parties agree to implement actions necessary to improve HPU to achieve best in world levels of 3.09 or better in our products.

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February 11, 2013 XXX XX, XXXX

To: ~~Mr. Pete Johnson~~ Kevin Kalinowski
UAW Chairperson
Cleveland Engine Plant #4

From: Chuck McCartney Tyra Grier-Coleman
Human Resources Manager
Cleveland Engine Plant #4

Subject: Continuous Improvement Process – Grievance Administration

During the course of Local Negotiations, significant discussion took place regarding process improvement opportunities as it relates to Grievance Administration at Cleveland Engine Plant. #4. As discussed, we The parties identified the mutual interests of eliminating the need to file grievances, but, when they are filed, having them resolved at the lowest possible level.

In cases where a grievance is entering the 2nd oral step, the committee person and the appropriate member of management will meet on the issue for resolution. Additionally, it was agreed that 2nd step oral discussions will be scheduled as required between the Team Manager and the District Committee person.

Chuck McCartney Tyra Grier-Coleman
Human Resources Manager
Cleveland Engine Plant #4

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DESIGNATED PARKING

Our employees' future depends on our ability to produce the best quality engines for Ford cars and trucks. It is the dedication and loyalty of our employees that strengthens the image and opinion the public has towards our products. That loyalty and image from both management and union represented employees, must be prevalent at our plant(s). That image is not portrayed to the community when they can easily see foreign products, except those under the Ford Name Plate, products parked in and around the plants. The Ford Family vehicles will be provided preferred parking in main parking lots. Non-Ford family vehicles must park in designated general parking areas as specified on posted signs. ~~The company will continue to use the parking pass process to ensure appropriate individuals park inside and outside the gates.~~ Handicapped parking violations may be referred to local law enforcement.

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EMERGENCY PHONE CALLS

If an employee cannot be reached via normal means, calls should be directed to the Security Office. Emergency calls received by the Security Department will be expeditiously communicated to the appropriate department and logged.

EMPLOYEE LEADERSHIP / RECOGNITION

Mike Gammella Mark Payne
President
UAW Local 1250

The parties ~~also recognize during these negotiations, the parties~~ discussed the importance of leadership and employee recognition of our workgroups. Individual and/or team leadership in the areas of safety, quality, innovation, problem solving, teamwork, FPS and attendance are some of the contributions that were agreed upon as important to be recognized.

The parties further discussed the scope of diversity of the experienced Cleveland Site workforce. With an environment of teamwork, mutual respect, and effective communication, the value of each person's experience and knowledge must be utilized as a key resource.

Therefore, the parties agreed to jointly develop and implement a recognition and reward system to be implemented equally across the Cleveland Engine Plant 4 that will highlight the many contributions of our employees and to further encourage all employees to share their insight and experience. It is understood that only through the ongoing dedication and contributions of all employees at Cleveland Engine Plant 4 will we become the benchmark within the Automotive Industry.

Chuck McCartney Tyra Grier-Coleman
Human Resources Manager
Cleveland Engine Plant 4

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EMPLOYEES ON TEMPORARY CLASSIFICATIONS

Employees returning from a temporary classification or vacation replacements of less than ninety (90) days will return to their previous classifications and job assignment. Employees returning from temporary classifications of ninety (90) days or more will exercise seniority in accordance with the Occupational Group Seniority Agreement.

FIRST OFFENSE COUNSELING – DISCIPLINE

During the course of local negotiations, the parties discussed at length what the union perceived as arbitrary formal discipline of employees who had been guilty of an isolated minor offense. Your support and assistance in this regard is requested and should prove to be mutually beneficial to the Company, each of you and our employees.

The Company acknowledged that informal counseling of employees with a committee person present, as opposed to formal discipline, with generally the preferred course of action where the offense was minor in nature and had an otherwise good work record.

Obviously, when offenses of a more serious nature occur, formal progressive discipline would be imposed. Each case will have to be evaluated on an individual basis.

FIVE-DAY QUIT LETTER

The 5-day quit letter process will continue to be administered in accordance with ~~Article VIII, Section 5~~ of the Master Agreement.

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FLAGS – UNION

The company understands the importance of expressing pride in the UAW's long-standing and important history. UAW flag(s) will be hung at a mutually agreeable location(s) **at Cleveland Engine Plant 1.**

FOOD SERVICE

During the course of Local Negotiations, significant discussion took place regarding hot food service. Both the Company and the Union remain committed to improving food service. Both the Company and the Union remain committed to improving hot food service at Cleveland Engine Plant #4.

As part of this improvement process, it was agreed that the current "PIC" Market C room will also serve as will continue to be an area where employees can eat. Specifically, the Company will:

- Make a one-time purchase of twelve (12) tables (more if required)
- Make a one-time purchase of four (4) microwave ovens
- Relocate and install one (1) microwave oven table
- Relocate and install one (1) ice machine
- Relocate and install up to four (4) coolers

In addition, we all are responsible for picking up after ourselves and leaving this multi-purpose room in the condition that we found it. It is understood that failure to do so will result in the discontinuation of this option.

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GENERAL LANGUAGE

This is a "Best Practices" agreement driven by the Cleveland Engine Plant Operating Design Document and Lean Manufacturing principles and processes. The parties will commit to an operating effectiveness philosophy consistent with the manufacturing of a world-leading engine in Safety, Quality, Delivery, Cost, **People, Maintenance** and Environment.

GRIEVANCE PROCEDURE

~~In cases where a grievance is entering the 2nd oral step, the committee person, MA/Supervisor, and aggrieved will meet together on the issue for resolution. Additionally, it was agreed that weekly meetings in the 2nd oral step will be scheduled between the Team Manager and the District committee person.~~

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HEARINGS

The Union and the Company believe that it is preferable that disciplinary hearings be conducted between the supervisor and the committee person in most instances. However, to ensure equitable treatment between employees with similar offenses and equal application of the contract, it is recognized that Labor Relations may need to be consulted during the course of conducting such hearings.

JOB SECURITY JOB POSTINGS

In conjunction with the plant's increased employee communications efforts, job promotional opportunities will continue to remain as the official notification process using the job posting boards. Additionally, All In and out of zone opportunities for production and skilled trades will be posted in this a mutually agreed upon area.

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LOCAL JOB SECURITY, OPERATIONAL EFFECTIVENESS AND SOURCING COMMITTEE

The Local Job Security Operational Effectiveness Sourcing Committee (LJSOESC) will jointly address sourcing matters related to quality, technology, cost, timing, long term job stability, the overall financial stability of affected facilities, and the impact on related operations. The goals of this Committee are to protect jobs for Cleveland Engine Plant 4 employees and utilize our facilities to their operational capacity.

To the end, the operating management of Cleveland Engine Plant 4 agrees to the following:

- The LJSOESC will reaffirm its commitment to actively pursue work for Cleveland Engine Plant 4.
- The Plant Manager will attend selected sourcing meetings along with the Building Chairperson to re-energize sourcing efforts.
- Upon request, the Controller's Office will work with the UAW Job Security Representative and submit to the LJSOESC appropriate financial reports and data necessary to successfully bid on new work and maintain existing work at our site.
- Prior to sign off on a cost study or request for quote, the assigned financial analyst will present the data necessary to explain the methods used to calculate relevant costs associated with burden and all tooling and investment costs.
- Develop a robust benchmarking process.
- Where feasible, visit a competitor's operations when quoting a product with an unfamiliar process or a product with which the operating management and the UAW at Cleveland Engine Plant 4 has no prior experience.
- Utilize the Quality manager to assist with the Sourcing Committee efforts.
- Meetings will be scheduled in accordance with the Master Agreement and consistent with Time and Data Management
- Discuss concerns related to rework of Cleveland Engine Plant product

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**CLEVELAND ENGINE PLANT #1
LOCAL QUALITY COMMITTEE**

The National UAW-Ford Agreement calls for the creation of Quality Committee at all Ford plants. **The purpose of this committee is** to over see quality-related programs and review plant quality issues. **Membership** of this committee will be **in accordance with Appendix Q**. Others may be added to this Committee as appropriate. **In accordance with Appendix Q** this committee will meet **monthly consistent with Time and Data Management** at a mutually agreed upon location.

LUNCHES

It is the practice of the plants to provide unpaid lunch periods for skilled employees consistent with the provisions of Article X, Section 6, of the Master Collective Bargaining Agreement.

A skilled employee will be provided a paid lunch period if he/she is required to work more than (5) consecutive hours, a paid coffee break is not considered a lunch period, following his/her normal starting time. **The paid lunch requirement will be waived if the department/team is on a continuous 3 shift operating pattern that includes "lunch out the door."**

MANAGEMENT LEADERSHIP SKILLS

During the course of these negotiations, the parties spent considerable time discussing the importance of work group effectiveness as an essential building block for the success of our business. The parties recognize the essential leadership behaviors necessary to be successful in building and effective team-based organization are:

- Respect for people
- Focus on continuous learning, teaching, and improvement
- Focus on process and delivering results

Fundamental to employee morale and the effectiveness of the work groups are the relationships that build and sustain them. We recognize that as leaders, the role of our management team is critical in developing and supporting empowered work groups. The union stated that the relationship that management and the workforce shared was, on the whole, a positive one, there were instances from time to time where individual working relationships did not meet our standards or expectations for the Cleveland Engine Plant #1.

When a supervisor's management style becomes a concern to the UAW, a member of that individual's management team will sit with that person to discuss management style and the concerns that have surfaced. A joint meeting will be held with that individual where specific problems can be raised for resolution. Methods available for remediation will include, but not be limited to, follow up communication/counseling, training and monitoring of problem areas. We also recognized the need to ensure accountability that appropriate leadership behaviors are demonstrated consistently throughout the organization.

MEDICAL COVERAGE

The Company and Union acknowledge that the environment and manufacturing processes in the plants necessitate the need for

expedient professional medical attention. As a result the following are agreed upon:

- Nurses will receive tours of the plant to become familiar with the plant layout.
- A schedule of the upcoming weekend identifying nursing coverage for each shift will be provided to the Union each Thursday.
- A registered nurse will be scheduled on each shift/**crew** when the scheduled plant employee population exceeds 130 per shift/**crew**.
- In cases where the scheduled plant population does not exceed 130, nurse coverage may be scheduled as described below:
 - During entries to Confined Spaces presenting high hazard. The Confined Spaces presenting high hazard will be pre-determined by the joint Safety activity in the plant. In case of a disagreement, the determination will be made by a majority vote between the joint Safety activity. In case of a disagreement still, the Plant Manager will make the final determination.
 - When extremely high hazard jobs are planned prior to down-time, the joint plant Safety activity will determine the need for nurse coverage. If an agreement cannot be reached, the final decision will include the Plant Manager.
 - During cases described above, nurse coverage may be scheduled by overtime or call-in.

MEDICAL ISSUES

- Employees in need of transportation for non-emergency medical reasons between the plant and a medical facility will be provided a voucher of payment for getting to and from the plant.
- If medical benefits issues remain unresolved by the NESC, employees will be assisted by HR and the Benefits Representative. Any issues pertaining to medical treatment will be resolved by the medical department.

MEDICAL PLACEMENT

The Company has had a long-standing practice regarding placement of medically-restricted employees. When an employee becomes newly restricted, the employee's immediate Supervisor, Human Resources, UAW Health and Safety Representative, Ergonomics Representative and District Committee person will attempt to place the employee on appropriate work and are expected to consult with the Medical Sections Staff (i.e., Company Nurse, Nurse Practitioner, Physician), as necessary to clarify the employee's work capabilities. Placements will be made in accordance with Article VIII, Section 27 of the Master Agreement.

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MUTUAL GROWTH

During the course of these negotiations, the parties discussed the importance of maintaining an open channel of communications in order to fully resolve mutual concerns. To this end, the Union was advised that a standing invitation exists for the Plant Chairperson to attend the plant's operating committee meeting. In addition, meetings will be scheduled, in accordance with the Master Agreement and consistent with Time and Data Management, between the parties to jointly discuss issues common to all plants. Examples of topics to be discussed may include items such as:

- General operations and business developments
- Implementation of agreements sanctioned by the Master Collective Bargaining Agreement such as, Modern Operating Concepts, Work Teams, New Business Developments, etc.
- Jointly studying the site's employment trends such as retirements, apprenticeship levels, training needs, attendance, etc.
- Evaluation of the competition through joint benchmarking
- Monitoring and improving the site's labor relations climate
- Long range schedules and product plans
- Work plan for holiday, shutdown and down week periods
- Continuous improvement initiatives to enhance plant safety, quality and delivery
- Major technological changes that will impact the bargaining unit
- Other major events
- New Hire Process

We recognize that maintaining these forums of open discussion will provide the parties an opportunity to address the intense competition that ~~is we~~ faced by this plant in order to improve the competitiveness of our products and the job security of our employees.

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NEW HIRE PROCESS

BEST IN CLASS

All permanent or temporary hiring should conform to Best-In-Class (B.I.C.) requirements. Hiring must comply with Federal AAP and EEOC regulations. Candidates hired must have passed a test administered by an outside concern an interview administered by Human Resources Personnel and a physical, including a drug test.

A local process will be used to ensure employee referrals are selected randomly. This process will be monitored to ensure fairness and equity. The process will not be the only source for candidates

in order to comply with State and Federal AAP and EEOC regulations. The parties have agreed to adhere to the provisions established in the Corporate Guidelines and the Joint Mutual Growth meetings for the hiring and orientation of new personnel.

NEW WORK

Any new work that begins on site, that is exclusively performed by UAW employees presently and absent any local or national agreement otherwise, will be performed by UAW represented employees.

"P" CODE

Employees reporting to work late, who are sent home due to a lack of available work assignments, will have their hours coded "P" for the balance of the day.

PARKING LOT ISSUES

- Parking lots will be cleaned monthly weather permitting
- Wire mesh trash cans will be emptied weekly and replaced if damaged or missing
- If extended post sleeves are used, they will be maintained and replaced if damaged.
- A survey of all parking lots and outside decks will be conducted in the month of April (weather permitting) to determine if repairs are required, and appropriate follow up actions will be discussed between the Union and Company leadership.
- All reasonable means will be employed to plow, salt and maintain all parking lots and sidewalks/entrances to the Plants per the winter preparation and snow removal process.
- Reflectors on end cap rails will be maintained.

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PAY SHORTAGES

The Company will take necessary measures to ensure all supervisory and timekeeping personnel are re-instructed as to their responsibilities relative to the prompt handling of pay shortages. A summary of the hours an employee was paid for the preceding payday will be posted in all departments at the beginning of the shift following first break. The employees are responsible for verifying hours paid and notifying their supervisor of any discrepancies. In an effort to reduce the number of pay shortages, the local parties will meet to review concerns.

Employees shorted six (6) or more in excess of four (4) hours will have the option to have the pay adjustment included in the following week's paycheck or receive a special check ~~with the employee's normal deductions applied.~~ Timekeeping will contact the paying supervisor in all cases prior to docking an employee.

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PERIMETER ACCESS CONTROL SYSTEM

This letter is to confirm our understanding that the purpose of this Perimeter Access Control system is to protect the safety and well being of all employees and to prevent the entry of unauthorized persons onto the site. As discussed, time cards for employees were eliminated in the past; therefore these gates will not serve as a substitute for timecards. No data will be collected concerning entry or exit through these gates, which could be used for disciplinary purposes. This commitment is consistent with the Company's position and commitment to the International Union, National Ford Department. Any National agreements reached regarding the above subject during this contract period will be adopted, if applicable.

PRIOR DAY'S REPORT OF TIME

TWOS'S Task H-129 will be posted immediately following 1st break daily. Report will be posted in area determined by the team.

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PROMOTIONS/NON-PROMOTIONS

During the current negotiations, the union expressed concern over the use of disciplinary and attendance records in determining the candidates for promotional and non-promotional opportunities. This letter is to advise that there must be a meaningful difference between the records of two employees if that is to be the deciding factor in determining who receives the promotion.

In assessing the labor relations and attendance records, a minor difference between two employees does not, by itself, establish that one of them merits the promotion. If the labor relations record is to be the deciding factor, then there must be a meaningful difference between the two records. For example, an employee with a clear record does not necessarily display more merit than an employee who has one or even two R&W's, especially if assessed over an **eighteen month** period.

The parties agreed that in selecting for promotional and non-promotional job openings, an employee's attendance record, **unless they have active discipline on their record** would not be itself the determining factor for denying the employee the opportunity.

QUALITY

The parties expressed a desire to communicate a mechanism that provides employees with a means to identify work-related quality issues. The Quality Department, in conjunction with the UAW Quality Representative has developed and implemented a "Quality Hot Line" at Cleveland Engine Plant 1 (216) 676-3413.

The subject of resolving disputes on quality was discussed during the local negotiations. It is the desire of both parties that these disputes are resolved **internally** in a manner that assure the quality of our product and, ultimately, assures the satisfaction of our customers. The Company recognizes the role of our employees in assuring quality parts, and supports the principle that all employees have a responsibility for quality in their work. To that end, employees must be empowered to raise product quality concerns **internally**, make the necessary corrections, and stop the operation if required. In cases where these actions are not supported, a meeting will be held with the appropriate personnel and the Building Chairperson or his/her designee, Quality Manager, Plant Manager or the Human Resources Manager to discuss a resolve process to support this objective and to provide an expedient process for review and resolution of those issues that cannot be resolved locally. Quality initiatives will be found in the Plant's charter.

It is recognized that there will be instances where part acceptability cannot be resolved by the supervisor and the employee. The **local Quality Hot Line** was established, in part, for that purpose. **As a first step in the issue resolution process, employees are expected to elevate concerns using the local Quality Hot Line.** In instances where the circumstances require an immediate response, the supervisor will request the assistance of the Plant Quality Representative to investigate and assist in resolving the issue. Unresolved concerns may be referred to the Quality Steering Committee.

QUALITY SORTS

For quality issues, an crib area will be ~~is~~ established identified within the plant for suppliers to sort their own production parts. The results and process will be reviewed with the appropriate UAW representative.

Upon ratification of the Local Agreement, the Company will notify suppliers that they should communicate their sorting intent for a quality issue to the Supplier Quality Leader and Local UAW Quality Representative.

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REDUCTION-IN-FORCE NOTIFICATION

In the event that management has determined that a reduction in force within a classification and department is required, a **fourteen (14)** calendar day advance notice will be given to the building chairperson and Labor Relations. This notification will be sent via electronic mail by the respective operations.

REPORTS

Seniority, Overtime, and Manpower Popsum reports will be made available to the union leadership upon request.

RETURN FROM INVERSE/MEDICAL

Employees returning from inverse or medical layoff will return to the same job or rotational team-as long as they have seniority to hold their job.

REWARD AND RECOGNITION CELEBRATIONS

The joint parties will continue to seek opportunities to recognize the achievements of the employees of Cleveland Engine Plant #1.

SELECTION AND ASSESSMENT FOR PROMOTIONAL OPPORTUNITIES

During the course of Local Negotiations significant discussions took place regarding the selection process for promotional opportunities. In the spirit of Continuous Improvement, the parties agree that the current process can be enhanced to ensure the most qualified individuals are selected for promotional openings. Due to the critical nature of work in the machining area(s), a realistic job preview process will be incorporated to ensure that qualified employees understand all that an operation entails before being selected for openings.

It was reaffirmed that when merit and ability are equal, ~~the most qualified seniority employee will be selected for the promotional opportunity~~ the employee having the greatest seniority shall receive preference. Upon ratification of the Local Agreement, The parties agree to review the current process in order to identify and implement improvement opportunities as needed. This Reviews will occur in the Local Continuous Improvement Forum (LCIF). It is understood that this review will not include promotional opportunities where selection and assessment processes and procedures have already been established by the National Ford Department and Labor Affairs.

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CLEVELAND ENGINE PLANT ONE AGREEMENT

SHARED COMMITMENT

February 11, 2013
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Mr. Pete Johnson Kevin Kalinowski
Building Chairman
UAW Local 1250
Cleveland Engine Plant #4

Mr. Johnson Kalinowski:

The employees, UAW leadership, and Ford management share many common goals. It is understood these goals are the foundation upon which we will continue building a relationship of mutual respect and trust. We are committed to develop a competitive advantage through our workforce, and the alignment of our organization towards becoming the "Manufacturing Plant of Choice" for Ford Motor Company.

We will employ the principles of the Continuous Improvement Agreement, as defined in Appendix IJ of the Collective Bargaining Agreement and leverage Plant Operating Systems including the Organization Design Document. We jointly commit to an ongoing implementation and refinement of these principles including: improved productivity, flexibility and waste elimination. The key strategies and commitments that we believe will ensure the creation of an environment that fosters continuous improvement are:

- Facilitating effective and efficient communications
- Pushing decision making to the point of use
- Identifying and controlling variance to standards at the source
- Promoting the identification and elimination of waste
- Encouraging continuous improvement

The Company and Union recognize that working together on these strategies is critical to our success and ability to compete for current and future business. The achievement of the above goals will be the foundation upon which CEP#4 will move forward into the future and position CEP#4 to be considered as the "Manufacturing Plant of Choice" for Ford Motor Company.

~~Gordon Stepehuk~~ Eric Blankemeier
Area Manager
Cleveland Engine Plant #4

Pete Flavell
Area Manager
Cleveland Engine Plant

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SIGN-UP FOR VACATION AND SUMMER SHUTDOWN

Seniority employees in undesignated classifications wanting to work as vacation replacements should sign-up in the Human Resources office during May 16th through May 31st. Employees will be selected for vacation replacement and summer shutdown in accordance with the Master and Local Agreements.

SOURCING

During the 2011 local negotiations, the Union expressed an interest in insourcing new work to the Cleveland Engine Plant. The parties agree to engage the Local Job Security, Operational Effectiveness and Sourcing Committee (LJOESC) to evaluate work that can be performed competitively within the plant as outlined in Appendix P of the Master Agreement.

Pursuant to Appendix P of the UAW-Ford Collective Bargaining Agreement, the LJOESC will monitor sourcing actions at the local level, including review of all market test and outsourcing notices, and address sourcing concerns and their impact on the Cleveland Engine Plant workforce.

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STARTING TIMES

During the course of the local negotiations, the parties discussed the possibility of changing starting times on various operations. The Company will discuss starting times with the Building Chairperson and teams in an attempt to satisfy both employee and operating concerns. It is mutually agreed that assembly line employees will be solicited to obtain input on starting time preference, unless it is determined that the new start time will have an adverse affect on the business operations.

SUSPENSIONS

Arbitrary suspension of employees for minor offenses such as Absenteeism, Tardiness or Off the Job without Permission, will not occur. Employees will be suspended and sent home only where there is probable cause for believing that they are guilty of a serious infraction or in situations where the employee poses a hazard to themselves or other employees.

It was agreed that there are occasions where it may be necessary to suspend an employee prior to a hearing, such as: Under the Influence, Abusive or Threatening Language, Theft, Assault, Fighting, or Sabotage.

If it is determined, following the investigation, the employee is not guilty of any infraction; they will be returned to work and reimbursed for lost time. If, on the other hand, they are found guilty and disciplinary layoff is in order, the time during which the employee was suspended will be applied toward the period of disciplinary layoff.

TEAM LEADER ROLES AND RESPONSIBILITIES

Cleveland Engine Plant 1 will **adhere to** the corporate guidelines or mutually agreed upon World Class team leader roles & responsibilities.

TEAM LEADER SELECTION & DESELECTION PROCEDURE

In accordance with Appendix J, Exhibit 2 Work Groups/Teams of the National Agreement, the plant will adhere to the Team Leader Selection and Deselection process contained within the Joint Continuous Improvement Charter.

Locally, Team Members will select a Team Leader from the qualified candidate list. The qualified candidate list will be the joint interview process two highest assessed employees who have met the minimum threshold.

This would change with ratification

TEAM STRUCTURE

Cleveland Engine Plant 1 will implement the corporate guidelines or mutually agreed upon World Class team structure. The team structure will include both production and skilled employees working together within their capabilities focusing on achieving competitive levels of Safety, Quality, Productivity, **Maintenance** and Cost per Unit.

VACATION RECEIPT

An employee, who has been granted vacation and/or personal time, will be given a receipt verifying the vacation dates upon the employee's request.

VACATION SCHEDULING PRACTICE

It has been the practice when consideration is given to an employee's preference for vacation purposes, that total Company seniority is utilized instead of plant or occupational seniority.

WORK ASSIGNMENTS

During the course of local negotiations, considerable amount of time was spent by the parties addressing the need to improve com-

munication regarding employees work assignments. The following actions were reaffirmed:

- The Company reaffirms its commitment to ensure supervisors do not reassign employees to another job for punitive or retaliatory reasons.
- The Company also reaffirms its policy that a supervisors' responsibility is to supervise, performing jobs included in the bargaining unit beyond the extent provided in the Agreement and pertinent decisions of the Umpire, will neither be condoned nor tolerated.
- Confirming the understanding reached during Local Negotiations, Management does not expect employees to be subject to conflicting supervisor instructions on work assignments. Management recognizes that it is desirable for employees to be responsible to their immediate supervisor only. Therefore, employees will be notified as to who their supervisor is for their given area. This does not mean employees have the right to refuse a direct order from a member of management.

WORKFORCE STABILIZATION

In order to realize a stable workforce **and achieve a zero unit loss launch while maintaining current product line performance**, all **skilled trades and production** employees selected for a new program will remain on their positions for two (2) years after Job 1. Exceptions may include promotional opportunities, reductions in force, or performance issues. It is understood that the parties may agree to deviations in the local overtime equalization and shift/crew preference agreements to accomplish workforce stabilization. **Given the goals outlined in the "Cleveland Engine Plant Commitment to Competitive Excellence" Letter of Understanding, advanced discussions will take place between the joint parties as it relates to the movement of existing skilled trades and production employees to a new program assignment to avoid production losses on existing product lines. Given these two critical objectives, a phased transition process will include deferred movement of critical employees until such transition plan can be executed.**

WORLD CLASS STATUS IN CEPI

In order for Cleveland Engine Plant 1 to remain an attractive, cost competitive facility for future programs work, the parties agree to identify and implement the following: innovative operating patterns to maximize efficient operations and capacity utilization;

operational efficiencies identified in all areas of the business;
staffing and structures required to achieve Best In Class **results**.

PROMOTIONAL JOB POSTING PROCEDURE

1. When an hourly job opening is expected to be filled by promotion, a Notice of Job Opening will be presented by the Labor Relations Section to the District Committeeperson. Plant Labor Relations will post the Notice on the bulletin boards or by using an online process or other electronic means.
 - A. Bulletin boards will be made available at mutually agreed locations. These bulletin boards will be utilized exclusively for posting promotional job openings. The Job Posting Boards will continue to remain as the official notification process. The parties will continue to pursue acceptable substitutes (e.g., dedicated television monitors, electronic job posting boards) to improve the process.
 - B. The Notice will specify the number of openings, classification title, rate and department in which the opening exists. Once an employee is assigned to a new department, he/she should be temporarily classified in accordance with the Three-day Transfer agreement. Further, the resulting open position (if promotional) should be posted within two weeks of the transfer, unless mutually agreed on between the Union and the Company.
23.
 - A. The Notice of Job Opening will be posted for one week (168 hours), commencing at 42:00 midnight on the date the notice is signed. Application will be made by completing a ~~three-part form~~ an online application. ~~To ensure the validity of the job application, a time stamp machine will be available, for timing and dating all 3 copies. This machine will be located where agreed to by the Building Chairperson and Labor Relations. In the event there is a malfunction of any electronic application process, a paper application process will be made available as necessary.~~
 - B. Labor Relations will provide the Union a list with a copy of the bid form for a list of all employees who have bid on the job.
 - C. Supervision will make its selection in accordance with Article IV, Section 2, of the Master Agreement, except as otherwise provided in this agreement. The Company retains the right to fill such opening temporarily by loan, temporary transfer, etc. Experience gained by an employee so loaned or transferred shall not be considered as merit and ability in making the final selection.
 - D. When a candidate is selected for a job posting, the supervisor will advise the District Committeeperson signing the initial posting, in writing, of the name, department, seniority and shift of the successful candidate(s) and discuss their reasons for the selection, prior to the employee being placed on the job. The Committeeperson will be given the opportunity to sign the list before it is processed. If the Committeeperson does not sign, the form will be processed as a refusal to sign.
 - E. It is understood an employee may not grieve on more than one (1) job posting during any fifteen (15) day period. If an employee is selected for a job, he/she will be surveyed and must accept/decline at that time.
- 34-
 - A. Employees voluntarily disqualifying themselves after being placed on the new job will lead to placement on available work, in the Labor Pool. Employees who voluntarily disqualify themselves, or who waive recall, may not apply for the same job for a period of one (1) year or any other job for a period of forty-five (45) days.
 - B. An employee who has been selected for an available job opening shall be placed on such job within 2 weeks. The selected employee must be released within 2 weeks to fill the job opening unless a different time schedule is mutually agreed upon. An employee in an undesignated or designated classification who has been selected for an available job opening, shall be placed on such job within two (2) weeks or receive the rate applicable for such job when the rate is more than the current hourly rate after the fifth day. Complaints concerning this paragraph will be handled expeditiously between the Labor Relations Office

and the District Committee person. Once placed on a job as a result of an available job opening, an employee may not bid on another job for a period of ninety (90) days.

- C. Employees placed on a job pursuant to this agreement that are involuntarily disqualified within thirty (30) days after being placed on the classification shall return to their former classification in accordance with their seniority. Employees that are involuntarily disqualified after thirty (30) days will exercise seniority in the Labor Pool or be assigned available work. Employees disqualified will not be eligible to apply for another promotional job opportunity for 45 days.

D. Shift/crew assignments will be made in accordance with the Shift Preference Agreement.

45. Employees selected for a designated job opening by this procedure will have date of entry seniority for the first month of the new classification. If affected by a reduction in force during the period, they will be returned to their former classification; however, they will retain recall rights to the designated classification.

Should a reduction in force occur within 30 days of an employee's assignment to the promotional opportunity, the employee will be reassigned to their former classification. However, they will retain recall rights to the classification from which they were reduced.

5. A plant wide job posting will be active for 45 days after the posting is removed.

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INTRA-DEPARTMENTAL JOB POSTING PROCEDURE
ASSEMBLY DEPARTMENTS ONLY

1. When an RTO opening occurs on a team, a Notice of Job Opening will be posted in the Assembly area where the opening occurs and specify the number of openings by team.
2. The Notice of Job Opportunity will be posted for 3 days commencing on the date it was posted.
3. Once the posting is closed, the Lead Process Coach and District Committeeperson will validate the applicant(s).
4. Once selected, the District Committeeperson will notify the selected employee. The employee must accept or decline at that time.
5. The selected employee must report to the new team and shift within 2 weeks.
6. Postings will remain active for 45 days from the date of posting.
7. Once placed on the job, an employee is not eligible to bid on another intradepartmental job bid for 90 days. However, the employee may bid on promotional job opportunities in accordance with the Job Posting Procedure language.
8. If there is a reduction in force within the first 30 days of the employee being placed on the job, he/she will return to their previous team.
9. The parties agree only the primary opening will be posted per this process.
10. Exceptions to the procedure will be reviewed by the joint parties.

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INTRA-DEPARTMENTAL JOB POSTING PROCEDURE

Machining, Head Assembly and MP&L

1. When the Company declares an opening in a Machining, Head Assembly or MP&L department, the opening will be posted within the department where the opening occurs first.
2. The Notice of Job Opportunity will be posted for 7 calendar days commencing on the date it was signed and posted, to allow for all shift/crews to apply.
3. Once the posting closes, the Process Coach and the District Committee will validate the applicants.
4. If an acceptable candidate is not selected from within the department, the job will be made available to the bracketed department.
5. Once an employee is selected to fill the opening, the District Committee person and Process Coach (or designee) will notify the selected employee.
6. The select employee must report to the new team and shift within 2 weeks.
7. Postings will remain active for 45 days from the date of the posting.
8. Once placed on the job, the employee is not eligible to bid on another intra departmental job for 90 days. However the employee may bid on promotional job opportunities in accordance with the Job Posting Procedure Language.
9. If there is a reduction in force within the first 30 days of the employee being placed on the job, he or she will return to their previous team.
10. The parties agree that only the primary opening will be posted for this process.

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TEMPORARY ASSIGNMENT

The Company will notify the Union prior to filling a temporary assignment. If a temporary assignment is expected to extend beyond 90 days, the parties will meet to determine the best course of action.

Employees temporarily assigned to a designated classification will be governed by the following:

- May be removed and/or may disqualify themselves at any time
- Cannot exercise shift preference against permanently classified employees
- Will have no right to become permanently classified without successfully completing the job posting procedure

Employees returning to their previously held classification from a temporary assignment of less than ninety (90) days will return to their previously held classification and team. Employees returning from to a temporary assignment of ninety (90) days or more will exercise seniority in accordance with the Occupational Group Seniority Agreement

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CLEVELAND ENGINE PLANT #4 AGREEMENT

OCCUPATIONAL GROUP SENIORITY AGREEMENT

1. Functional occupational and service groups are established for Cleveland Engine Plant 4.
 2. Identification of Job Classifications in Occupational Group Structure.
 - A. Designated job classifications are listed individually in each occupational group structure in Groups 1 through 5 for Cleveland Engine Plant 4 and are identified by the group number and a suffix from A through Y.
 - B. In the event of bracketed departments and classifications, Article VII, Section 11 will be applied.
 - C. Certain designated job classifications are related in such a manner that the employees of one can readily perform the duties of employees of another, but not vice-versa. Such classifications are arranged in a step-down manner and are identified in the occupational group and suffix section.
 - D. The classifications placed in the Labor Pool are identified by 4Y0.
 3. Exercise of Seniority:
 - A. Employees in the functional occupational groups for Cleveland Engine Plant ~~No. 4~~ affected by a reduction in force will exercise seniority in the following manner:
 - (1) An employee on a designated classification who is affected by a reduction in force shall follow this sequence:
 - Exercise their seniority against the least seniority employee in the same classification-group and suffix.
 - The employee thus displaced shall exercise seniority against the least seniority employee in the undesignated classifications /Labor Pool.
 - (2) An employee on an undesignated classification /Labor Pool in Cleveland Engine Plant 4 who is affected by a reduction in force shall follow this sequence:
 - Exercise seniority within their Team
 - Exercise seniority within the Department
 - Exercise seniority against the least seniority employee in the Labor Pool.
 - B. (1) Employees reduced from designated job classifications are subject to recall in accordance with Article VIII, Section 11(f), of the Master Agreement. The following principles shall be applicable in those cases where an employee is entitled to recall and who is permitted to waive their recall:
 - a. Employee reduced from a classification which is bracketed together with other classifications:

An employee who is recalled to any of the classifications in the group of bracketed classifications and who waives recall to the classification, is also deemed to waive recall to the other classifications in that group.
 - b. Employee reduced from a classification which is bracketed together with other classifications in a step-down arrangement:

An employee who is recalled to any of the classifications in the group of step-down bracketed classifications which is lower in rank than their original classification and who waives recall to that classification is also deemed to waive recall to the other classifications which are lower in rank. If this employee is subsequently recalled to their original classification and is later affected by a reduction in force, they shall not be entitled to exercise seniority into those classifications which they waived.
 - c. An employee who is permitted to waive recall in accordance with the provisions of the above paragraphs shall sign a form which will indicate the classification to which they have waived recall.
- A copy of this form will be made available to the District Committee person.

- C. It was agreed that no junior employee would be retained while a senior employee is placed on layoff. The Company will make necessary adjustments within a maximum of five (5) working days to ensure no employee will be retained on a classification while a greater seniority employee is laid off. The placements will be conducted in such a manner that efficiency will not be adversely affected. If such placements affect a substantial portion of a department's experienced personnel, the Company will meet with the Union to discuss alternative methods to expedite the placement.
- D. Any claimed violation of the provisions of this letter may be brought to the attention of Management. In the event satisfactory action is not taken within five (5) working days, a grievance may be filed in the regular Grievance Procedure provided for in Article VII, Section 3, of the Master Collective Bargaining Agreement.

CLEVELAND ENGINE PLANT 4 OCCUPATIONAL GROUP 2

Classification	Code	Present Group & Suffix	Rates Effective Date: 40-22-12 11-18-2019
CYLINDER BLOCK			
Engine Machining Technician	5905120	2Y0	\$28.895 <u>\$30.655</u>
*MWGP (Team Leader)	6000020	2Y0	\$30.395 <u>\$32.155</u>
CRANKSHAFT			
Engine Machining Technician	5902120	2Y1	\$28.895 <u>\$30.655</u>
MWGP (Team Leader)	6000020	2Y1	\$30.395 <u>\$32.155</u>
CYLINDER HEAD			
Engine Machining Technician	5905120	2Y3	\$28.895 <u>\$30.655</u>
MWGP (Team Leader)	6000020	2Y3	\$30.395 <u>\$32.155</u>

* When affected by a reduction in force employees classified as MWGP Team Leader will exercise seniority against the lowest MWGP Team Leader in their respective base Classification. After exhausting seniority in his/her base Team Leader classification, they will then exercise their seniority against the least seniority in their base classification. After exhausting their seniority in their base classification, they will exercise seniority in the labor pool in accordance with 3(A) (1).

** Engine Machining Technicians-Cylinder Block (2Y0), Crankshaft (2Y1), and Cylinder Head (2Y3), In the event of a reduction/elimination of classification will exercise their seniority in accordance with the Occupational Group Seniority Agreement 3(A) (1).

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CLEVELAND ENGINE PLANT 4 OCCUPATIONAL GROUP 3

Classification	Code	Present Group & Suffix	Rates Effective Date:
			10-22-12 <u>11-18-2019</u>
MATERIAL CONTROL			
Material Control Specialist (Floors)	5905170	3Y0	\$28,590 <u>\$30,335</u>
Material Replenishment Coordinator	5905170	3Y0	\$28,590 <u>\$30,335</u>
Material Control Specialist (Clerical)	5905170	3Y1	\$28,590 <u>\$30,335</u>
M.C.S. (Team Leader)	5905179	3Y0	\$29,235 <u>\$30.98</u>
MPL-Team Leader (PWG)	6000030	3Y3	<u>\$31.835</u>

Material Control Specialist (Stores) 5905170 3Y2 ~~\$28,590~~ \$30,335
 When affected by a reduction in force employees in this classification will exercise seniority in accordance with the Occupational Group Seniority Agreement Section 3(A).

** When affected by a reduction in force M.C.S. Team Leader (5905179 / 3Y0) will first exercise seniority within their base classification and then will exercise seniority in accordance with the Occupational Group Seniority Agreement Section 3(A).

CLEVELAND ENGINE PLANT 4 OCCUPATIONAL GROUP 4

Classification	Code	Present Group & Suffix	Rates Effective Date:
			10-22-12 <u>11-18-2019</u>
ASSEMBLY			
Engine Assembly Technician	5904110	4Y0	\$28,480 <u>\$30,215</u>
Engine Assembly Technician (Product Specialist)		4Y1	<u>\$30,215</u>
PWG. (Team Leader)	6000010	4Y0	\$29,980 <u>\$31,715</u>

* Engine Assembly Technician "4Y0" is identified as the Labor Pool

** When affected by a reduction in force employees classified as E.A.T. Team Leader will exercise seniority against the least seniority PWG. Team Leader in their base Classification in their team. They will then exercise their seniority against the least seniority in their base classification in their department. After exhausting their seniority in their classification in their department they will exercise seniority in the labor pool in their current team and current department in accordance with 3(A).

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CLEVELAND ENGINE PLANT 4
OCCUPATIONAL GROUP 5

Classification	Code	Present Group & Suffix	Rates Effective Date:
			10-22-12 <u>11-18-2019</u>
QUALITY CONTROL			
Inspector Engine Build Up & Test	0500920	5A1	\$29.080 <u>\$30.850</u>
Quality Technician	5905160	5Y0	\$28.590 <u>\$30.335</u>
Quality Technician (Team Leader) CEP-#1 only	59051697	5Y0	\$29.235 <u>\$30.980</u>

* Employees classified E.B.U.T. shall exercise seniority against the lowest seniority in their classifications. After exhausting seniority in their classification, shall exercise seniority against those employees classified as Quality Technician. Thereafter, they shall exercise seniority in the usual manner against employees in the Labor Pool group.

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INVERSE SENIORITY AGREEMENT – PRODUCTION

In accordance with Article VIII, Section 21(e) of the Master Agreement, it is hereby mutually agreed between the Ford Motor Company (Cleveland Engine Plant 1) and the United Auto Workers, (Local 1250) that the following provisions shall constitute the local agreement concerning Inverse Seniority.

1. Local Management recognizes that to make inverse seniority applications feasible, it is desirable to provide advance notice of layoffs to which inverse seniority would be applicable. Based on the prior layoff experience at Cleveland **Engine Plant 1**, Local Management normally can provide advance notice of such layoffs and such notice will be provided to the Union. This excludes layoffs that are occasioned by labor disputes, breakdowns, or any other conditions beyond the control of Local Management.
2. When Management determines that temporary layoffs are required, the length and nature of the layoff period will be designated by Management based on its judgment as affected by the circumstances existing at the time it occurs. The nature, cause and length of such layoff shall be communicated to the Union consistent with paragraph 1, above, so that inverse seniority arrangements could be agreed upon based on Article VIII, Section 21(e) of the Collective Bargaining Agreement. Where the length of the layoff exceeds the period originally

designated by Management, affected employees who were laid off by the application of inverse seniority will be returned to work in accordance with Article VIII, Section 18, unless other arrangements are agreed upon by the local parties and approved by the UAW National Ford Department and the Company U.S. Union Affairs Office. An agreement on other arrangements shall consider the expected additional length of the layoff and the objective of avoiding multiple seniority adjustments for a short period. Any employees who are to be laid off as the result of the return to work of employees under this paragraph will be laid off in accordance with the local occupational grouping agreement and inverse seniority agreements would not apply further with respect to that layoff.

3. Seniority employees will be provided an opportunity to sign an optional layoff form which will encompass (a) a waiver of seniority for short-term layoffs of five (5) consecutive working days or less (b) a waiver of seniority for long-term layoffs of known duration of more than five (5) consecutive working days. Employees may submit changes to their inverse seniority options in the Plant Labor Relations Office at any time. Change of options will go into effect on the first Monday of the following month. The inverse options must be signed at the Labor Relations office the Monday prior to the first Monday of the new month.
 - A. With the exception of unusual business circumstances, an employee who does not sign a new option or change his/her option will be governed by his/her last submission.
 - B. When it becomes necessary to layoff employees, those first to be laid off by classification-group and suffix and by department shall be those employees who have signed a layoff option, starting with the greater seniority employee by classification and laying off the next seniority employee by classification until the number to be laid off by classification has been reached. Failing to obtain the necessary number of employees in classifications by the above method, the employees in the affected classifications with the least seniority will be laid off.
- C. The following procedure will govern short-term and long-term layoffs described in paragraph three (3) above.
 1. Employees must make one of the following elections for each layoff category:
 - a. An election to bypass seniority and to accept the layoff.
 - b. An election to exercise seniority for the term of the layoff.
 2. An employee who does not make any election will be

considered to have elected to exercise seniority and work if work is available.

- D. Each employee will be provided a copy of his/her options upon request.
- E. Every reasonable effort will be made to provide the Chairperson five (5) days advance notice where circumstances permit. Some examples of circumstances which would preclude such advance notice are breakdowns, utility failure or shortages, labor disputes, and other conditions beyond the control of Management. The lack of notice shall not be subject to the Grievance Procedure.

SENIORITY TIE BREAKER – PRODUCTION

When production employees have identical plant seniority dates, the following sequence shall be utilized to determine the senior and junior employee:

- 1. Plant Seniority
- 2. Ford Service Date
- 3. Last four (4) digits of Social Security Number (the employee with the lowest numerical digit is considered the least seniority employee)

The above principles shall be applicable under the following conditions:

- 1. Exercise of seniority in accordance with the terms of the Production Shift/Crew Preference Agreement
- 2. When determining the junior employee to be terminated as a result of a reduction in force
- 3. When determining the junior employee to be affected in the department originating the reduction of force

PRODUCTION LOCAL OVERTIME AGREEMENT

1. Overtime shall be equalized in accordance with Article IV, Section 6, of the Master Agreement. As a result of different base work schedules, the definition of overtime hours will be in accordance with Article IX and/or Appendix W of the Master Agreement. An employee's overtime record will be maintained on the principle of the hours paid and available overtime hours refused. Overtime will be posted to this record weekly. The overtime records will be posted weekly in a prominent location in the department, unless otherwise mutually agreed to at the building level.
2. The scheduling period will be Wednesday through the following Tuesday and will be based on the overtime records from the prior week's overtime report.
3. Upon the first working day of each calendar year, all production overtime records will be adjusted as follows:
 - A. All Assembly department hours will be zeroed out and employees will be placed in seniority order
 - B. All other production department hours will be rolled back by the number of hours assigned to the low houred member of the overtime equalization (OTE) group.
4. 2-CHARGING RULES: The following general rules will be applicable for maintaining the employee's overtime records:
 - A. All overtime opportunities as defined in Article IX and/or Appendix W of the Master Agreement shall be charged as overtime hours worked irrespective of when such overtime is scheduled unless otherwise stated below. However, no employee shall be disciplined for failure to accept an overtime assignment, which is not scheduled in accordance with Article IV, Section 6, Appendix H and Appendix W. An employee must immediately indicate, within a reasonable amount of time if he/she will or will not accept an overtime opportunity upon being scheduled.
 - B. An employee who refuses any overtime assignment for any reason will be charged for the hours he/she would have been paid, except an employee notified to come in after his/her quitting time shall not be charged on the overtime list if he/she refuses. If employees accept overtime and work, they shall be charged.
 - C. (4) Employees absent any time during the regular work week shall be charged the amount of overtime hours worked in their department on the crew/shift and classification during such absence providing they would have been scheduled for such overtime work, except for the following absences, an employee absent due to mandatory military leave (except as provided in Section C (7) of the Production Local Overtime Agreement) and jury duty when advance notice is given. An employee absent due to paid bereavement will not be charged for missed overtime opportunities.
 - (1) Jury Duty (Article IX, Section 18 of the Master Agreement) when advance notice is given
 - (2) Bereavement (Article IX, Section 19 of the Master Agreement) for dates for which absences are paid.
 - a) Weekend/RDO and Holiday overtime will not be charged if the days fall between the first and last day of the paid bereavement leave.
 - b) Employees must make themselves available for any weekend/RDO/Holiday overtime within a timely manner upon returning from their paid bereavement leave.
 - (3) Short Term Military Duty (Article IX, Section 20 of the Master Agreement) when advanced notice is given.
 - (4) (2) Vacation and Excused Absence Allowance (Article IX, Section 25 of the Master Agreement) or Family Days (pursuant to the Letter of Understanding entitled Family Days of the Master Agreement) as follows:
 - a) An employee absent due to a scheduled vacation, excused absence allowance (EAA), or family day will not be charged for the overtime hours that he/she would have worked, providing the vacation/EAA or family day is equivalent to the base work schedule in the same pay period for the day. Any vacation hours, including the optional hours for sickness and personal business, of less than a base work schedule or forty (40) hours will result in

- ~~an overtime charge to the employee for all overtime hours he/she would have worked including weekend overtime.~~
- b) An employee who takes vacation or EAA equal to their base schedule for the week will not be charged for weekend/RDO opportunities for the previous or subsequent weekend. Holiday hours paid in pursuant to Article IX Section 22 will be part of an employee's base work schedule and will be exempted from any charges.
 - c) (3) Employees with approved time off prior to their weekend/RDO(s) must make themselves available for weekend/RDO(s) with their MA/supervisor Process Coach on their last day worked utilizing the department notification process.
 - (5) (4) When an employee is absent and overtime results due to that absence, he/she shall be charged the amount of overtime hours worked providing he/she is low on the overtime rotation list. Employees on temporary layoff equivalent to their base work schedule for the pay ending will not be eligible to work overtime and subsequently will be charged.
 - (6) An employee will be charged for overtime opportunities while performing military duty for time exceeding two (2) weeks per year for Reserve Training and one (1) weekend per month for Reserve Duty.
 - D. (5) Employees with less than five (5) hours between scheduled overtime and quitting time of their previous shift, under normal circumstances, will not be considered for the scheduled overtime. However, employees unavailable due to the five (5) hour provision will be deemed available for the next subsequent RDO day(s). Employees scheduled for overtime when there are five (5) and up to seven (7) hours from the quitting and starting times between shifts will not be charged in the event they refuse this overtime. Employees who accept the overtime opportunity and work will be charged. (i.e., early/over)
 - E. An employee who changes his/her availability after the schedule is posted will incur an additional charge
 - (1) An employee who changes his/her availability more than 3 times in a six (6) month period will be double charged.
 - (2) An employee who is scheduled and has accepted an overtime assignment and is subsequently absent during the overtime period, will be charged double the overtime hours he/she would have worked.
 - E. F. An employee entering or re-entering, returning from a temporary assignment, or recalled to a classification or department will be given the highest number of hours plus one-tenth (0.1) on the that classification crew/shift in the overtime group code department. However, employees who return to their original department and classification from a layoff, FMLA, military, medical or personal leave of absence which did not exceed sixty (60) days, will be given the average overtime hours for the classification and crew/shift in the department. charged all overtime made available in the department prior to re-entering the classification. Employees returning from medical leave of absence, military, FMLA, or inverse, regardless of the length, will also be placed on the overtime list in the same relative position which they held prior to their absence.
 - F. G. All overtime paid in the Grievance Procedure will be charged.
 - G. H. When the overtime schedule is changed during the last hour of the shift, the affected employees will be personally notified.
 - I. Employees refusing same day overtime during the last half-hour of the shift will not be charged.
 - H. Employees who return to their former classification from a temporary assignment, will be charged the overtime opportunities which were available in either classification, whichever is the greater. If employees are temporary and then receive that classification through a job posting, they will take high hours in the classification.
 - I. J. For the purposes of overtime equalization, an employee will not be scheduled to work an overtime assignment in excess of twelve (12) consecutive hours per payroll day. An

employee will not be charged for refusing an overtime assignment in excess of twelve (12) hours per payroll day; the provisions of 4(D) apply.

- J. K. Employees that are medically restricted and low on overtime will be scheduled to work as long as there is work they can perform within their restrictions.
3. 5. The following provisions will govern the equalization of overtime consistent with the provisions of Article IV, Section 6, Assignment of Overtime Work Appendix H Voluntary Overtime and Appendix W Alternate Work Schedule of the Master Agreement.

SCHEDULING RULES:

- A. For the purposes of overtime equalization, all overtime regardless of operating pattern will be equalized by low hours by shift within the Team first, then within the Department by classification.
- A. B. It is recognized overtime differences will exist within a department due to the problem inherent in scheduling overtime assignments among crews/shifts. The Company will implement as necessary one or more of the following assignment practices to minimize such differences. When weekend production is not scheduled for all shifts within the department, the shift with the most teams with low hours will be scheduled for the voluntary production using low hour employees within the team regardless of shift. If it becomes necessary to force overtime for this production, employees will be mandated from the shift that is scheduled.
- (1) Where practical, the overtime work will be scheduled for the crew/shift with the low overtime hours.
- (2) Assignment of the low overtime qualified employees on the crew/shift in the team to the operations scheduled to daily overtime for an indefinite period.
- B. Employees with the low overtime hours within the team shall be scheduled for RDO(s)/weekend, RDO(s)/weekend holiday, and continuing holiday overtime opportunities.
- 2) C. When all shifts within a department are scheduled to work in scheduling RDO(s)/weekend and holiday overtime, employees will first be scheduled for to work their regularly assigned crew/shifts. If it becomes necessary to cross crew/shifts, the employees with the highest amount of overtime hours of those employees scheduled to work will cross crews/shifts.
- D. When scheduling overtime on an RDO for an AWS, employees will be scheduled to work their regularly assigned crew first. If it is necessary to cross shifts, the employees with the highest overtime hours of among those scheduled to work will be assigned to cross shifts.
- E. When scheduling holiday overtime for an AWS, employees will be scheduled to work by team by shift/crew for RDW employees.
- D. F. The Company agreed that reasonable efforts will be made to provide an equitable distribution across the crews/shifts. This may include adjusting the starting time of a particular department.
- E. G. It is understood deviations from the principles set forth above for reasonable cause are permissible, but such deviations will not change the necessity to equalize overtime. The reasonableness of the cause for such deviations may be subject to the Grievance Procedure.
- F. H. Those employees who cross crew/shift lines for purposes of overtime equalization shall revert to their regular crew/shift at the beginning of the new work week without incurring back-up pay for the first day of such work Week.

PRODUCTION OVERTIME

In recognized areas of problems centering on the consistent by-passing of employees for overtime opportunities because the employee is not qualified, or where a certain few employees are considered qualified, the Building Chairperson and the Team Manager will develop specific plans or alternatives to address these concerns.

If overtime spreads increase due to consistent scheduling or charging inequities, the issue will be discussed in the Weekly Communication Meeting between the District Committeeperson and Team Manager. Specific problems will be identified and necessary adjustments will be made. Overtime spreads for each department will be reviewed in the business meeting on a monthly basis to ensure overtime spreads are being controlled. Supervision responsible for a persistent overtime spread and not showing an improvement trend will be scheduled to meet with the Building Chairperson and Team Manager.

OVERTIME – HOLIDAY WEEKEND – MANUFACTURING

As a result of discussions held during Local Negotiations, the parties have come to the following agreement upon weekend overtime scheduling over holiday weekends.

It is understood that during weekend holiday periods, an employee must have worked the preceding day to be eligible to work the succeeding day of the weekend holiday. When the holiday is the first day of shutdown period, it will be excluded as a qualifying day (e.g., Thanksgiving, Christmas Day, Easter Sunday and Good Friday will not have to be worked to be eligible for the ensuing day).

OVERTIME PRIOR TO VACATION

Considerable discussion was held concerning the scheduling and charging of production employees on RDO(s)/weekends prior to them going on vacation. As a result of these discussions, it was agreed that, the employee(s) will not be charged for missed overtime opportunity(ies) if they take a vacation equivalent to their base work week schedule. In addition, employees will not be charged for missed overtime opportunities on the RDO/weekend prior to and the RDO/weekend after their equivalent base work week scheduled vacation.

VOLUNTARY OVERTIME

PRODUCTION SUPPLEMENTATION PROCEDURE

The following general guidelines represent the implementation of the new voluntary overtime procedure. It is recognized that as new problems become evident in the administration of these guidelines, all parties will make a good faith effort to agree upon adoption to new situations in accordance with the letters of understanding.

The following guidelines will initially be used for scheduling employees to work this overtime:

1. The local overtime agreement will provide for scheduling of employees within their team, within their team on the opposite crew/shift, within their department, and within their classification. When it becomes necessary to replace employees who have elected not to work in accordance with the provisions of the memorandum of understanding on voluntary overtime, the Company will take the following action:
 - a) Other low employees in the department who are not scheduled to work and who are qualified to perform the work, will be scheduled.
 - b) If there are still insufficient employees to work the required overtime, the Company will schedule other employees in the bracketed department in the classification and then other qualified employees within the bracketed ~~department-dept~~.
 - c) If there should still be insufficient employees to work the required overtime, the Company will schedule other qualified employees in the plant who are not scheduled to work.
 - d) Administer this provision in accordance with the Cleveland Engine Plant #4 Letter of Understanding entitled "Overtime Weekend Supplemental."

2. Employees will not be charged on their departmental overtime list for supplemental opportunities worked.
3. There will be no new or added overtime equalization on limitation applications with liability to these supplemental overtime assignments.
4. Complaints about the operation of the new procedure may be taken up with Management, but it is not subject to the grievance procedure provided in Article VII, of the Collective bargaining Agreement. Examples of repeated and flagrant disregard of this process will be addressed to the Human Resources and Plant Manager for resolution.
5. Recognizing that it is impossible to identify the situations and problems until we gain experience in the implementation of these guidelines, problems incurred in application of these guidelines will be discussed with the Plant Chairperson.
6. It is understood that no provision of the local overtime agreement or these guidelines shall preclude the Company from supplementing the work force on any operation adversely affected by the employees designated to work overtime.

MACHINING DEPARTMENT(S) OVERTIME SCHEDULING

Machining Department employees choosing not to be considered for overtime opportunities are required to complete a weekly overtime opt out. Employees who decline to opt out will be considered available for all overtime opportunities within their department. Upon ratification of the Local Agreement, the parties will communicate the aforementioned process to impacted employees. Key components for communication to employees regarding their ability to:

- Indicate if they are able to cross shifts
- Make themselves available when they are not at work
- Ensure proper notification
- Only qualified operators are scheduled and employees who refuse training are charged for opportunities they are not qualified to work.

OVERTIME – LUNCH AND RELIEF

Employees who do not volunteer to work through their relief and/or lunch periods will not incur an overtime charge for declining the opportunity.

OVERTIME EQUALIZATION – ENGINE ASSEMBLY AND MP&L

This is to confirm our understanding that overtime will be equalized by team in the Engine Assembly and MP&L Departments.

OVERTIME EQUALIZATION – MACHINING

This is to confirm our understanding that overtime will be equalized by classification within a department.

The following departments will be considered first for supplemental overtime opportunities:

- The Head Machining and Head Assembly Departments
- The Crank East and Crank West Modules

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December Holiday Scheduling

In an effort to allow employees to plan their December holidays, the overtime hours from the pay period ending 2 (two) weeks prior to the start of the December holiday period will be used to schedule employees for the December holiday period.

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OVERTIME WEEKEND SUPPLEMENTAL

February 11, 2013
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Mr. Pete Johnson Kevin Kalinowski
Building Chairman
UAW Local 1250
Cleveland Engine Plant #4

Mr. Johnson Kalinowski:

In an effort to distribute supplemental overtime opportunities in a more equitable manner, as discussed in the Local Agreement, the scheduling process will operate as outlined below:

1. The list will be available in Labor Relations or alternate agreed upon area for all employees to sign from 7:00 a.m. Monday ~~Friday~~ morning until the 4th hour of their shift on ~~Thursday~~ 7:00 p.m. Wednesday. The parties may mutually agree to an alternate location or electronic method for sign-up.
2. The UAW will manage the list and coordinate the order in which employees should be offered the overtime opportunities. This eligibility ranking will be determined by the employees' last supplemental overtime opportunity.
3. Departments requiring employees for the upcoming weekend will ~~phone/e-mail in~~ communicate their supplemental needs to the UAW by the 4th hour noon Thursday of their shift on ~~Thursday~~ to the UAW.
4. Supplemental Overtime is not subject to the Grievance Procedure. It is understood that the Chairman will bring flagrant, repeated violations of the supplemental overtime scheduling process to the attention of the Plant Manager and Human Resource Manager to be addressed.

It is understood that there may be supplemental overtime opportunities which require certain skills and abilities to properly perform a particular job. In these situations, it was agreed that scheduling an employee who has previously worked supplemental overtime may be permissible. When this occurs, the supervisor and the District Committeeman should discuss the reasons for the deviation from the Supplemental Overtime List. The Company reserves the right to schedule the appropriately qualified individual if none are available thru the Supplemental Overtime Process.

Chuck McCartney Tyra Grier-Coleman
Human Resources Manager
Cleveland Engine Plant #4

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PRODUCTION SHIFT/CREW PREFERENCE AGREEMENT

1. Seniority employees shall exercise seniority for shift/crew assignment within their classification by department *.
2. Seniority employees shall be given preference in assignment of shifts/crews, consistent, however, with recognition of the principle that it is impossible to operate a building efficiently with all the more senior employees on any one shift/crew and, therefore, seniority alone cannot be the sole determining factor. Complaints that Management has not exercised fairness in applying this principle may be processed through the Grievance Procedure.
3. A. An employee electing to change his/her shift/crew preference may do so at any time in the Labor Relations office. It is understood an electronic process may replace the manual "paper" process.
B. Employees making changes to their shift/crew preferences will be provided copies of the Shift Preferences for their personal records upon request.
4. In exercising seniority for shift/crew assignment, seniority employees in production and non-production departments (per the department listing below) will first exercise seniority against the least senior employee in the same classification-group and suffix within their own department. Employees exercising their shift/crew preference in the Engine Assembly Departments will first exercise their preference within their team and then within the Department. If an employee is unable to exercise their preference in their current Engine Assembly Department, they will exercise their preference in the other Engine Assembly Department. Team Leaders are not eligible to exercise shift/crew preference between Engine Assembly Departments.

*Cleveland Engine Plant No. 4
(4687 V-6 Assembly) (4682 I-4 Assembly)
(4662 Cylinder Block)
(4670 Crankshaft - East)**(4667 Crankshaft - West)**
(4654 Cylinder Head Machining)
(4676 Cylinder Head Assembly) (4675 I4 Head Assembly)**
(4612 Quality)
(4624 V-6 Receiving & Material Handling)**
(4696 I-4 Receiving & Material Handling)**

~~** For purposes of crew/shift preference, department 4670 and department 4667 will be treated as one department.~~

** For purposes of crew/shift preference, the following departments will be treated as one department:

- 4670 and 4667
- 4676 and 4675
- 4624 and 4696

In the event of re-designation of departments enumerated above, the substantial relationship outlined above will be maintained.

5. In any instance, the employee exercising preferential shift/crew seniority must be able to perform the work of the employee being displaced. An employee will be provided five (5) days to demonstrate the ability to do the job. The District Committeeperson will be contacted regarding problems before final resolution.

6. A. Shifts will be open for bumping the entire year. Employees may update their Shift/Crew Preference at any time in the Labor Relations Office. The minimum time between exercising shift/crew changes is ninety (90) days.
A. Shift/Crew adjustments required by the provisions above will be made within two (2) weekends.

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B. Permanent employees will be given shift preference priority prior to accommodating employees placed on temporary assignments within the same classification and team.

7. ~~Newly hired, rehired and reinstated~~ All employees are responsible for signing their shift/crew preferences at the plant Labor Relations Office, or other mutually agreed upon location.

8. The provisions of this shift/Crew Preference Agreement do not supersede the agreements outlined in Workforce Stabilization Letter of Understanding

9. Movement between the Assembly Departments and MPL Departments within the EAT/Material Handling classification on the same shift will be limited to 2 times a year per employee. Any employee who moves under these provisions will not eligible to shift bump within any department for 90 days. Only 5 moves per month will be permitted. Any exception to this must be jointly agreed upon.

10. A sign up sheet will be maintained in Labor Relations. Employees wishing to move across Assembly or MPL departments will need to do so by the 15th of each month.

11. For all permanent openings the parties will continue to follow the local job posting procedure.

BREAKS/LUNCH – ENGINE ASSEMBLY

BREAKS

In accordance with the National Agreement employees will not be sent on break during the first hour of the shift and up to one-half hour after lunch. will not be required except in emergencies. In situations where the Assembly Line does not take a 30 minute lunch, the Company will not pull ahead second break by more than one hour.

It is agreed that employees will not be sent on early break except in emergencies. The Union will be notified in the event of an early break. Any complaint regarding this issue may be raised by the Chairperson with the Area Manager and/or Labor Relations for resolution.

LUNCHES

The Company shall schedule each employee's lunch period at a regular time. 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. It is understood this provision does not apply in situations where the Assembly Line does not take a 30 minute lunch.

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INCOMING SUPPLIER QUALITY

During the course of negotiations, significant discussion took place regarding incoming supplier quality and the ability to have certified stock for operations. It was agreed that incoming quality supplier sorts would be contained in a designated area in order to control the disruption to operations. In the event that an incoming quality supplier sort needs to occur outside of this designated area, upfront discussions will be held with the site UAW Quality Representative and the Company representative.

MODAPTS

During Local Negotiations, considerable discussion was held regarding notification to the Union Representatives when studies are made that could involve changing the number or nature of an employee's work assignment elements.

When a study is made to evaluate operating work patterns, the appropriate superintendent and/or manager will discuss the cause of the re-balance or other work pattern changes with the appropriate Committeeperson. The parties agreed that **MODAPTS** and line adjustments meetings will be held, on an as needed basis, to discuss work load concerns. These meetings will involve appropriate Management Representatives, Supervisory, Industrial Engineering, Labor Relations, and UAW officials. The employees on the jobs being studied shall be notified at the time the study is to be made. Any problems associated with this issue should be brought to the attention of the Plant Operations Manager by the Building Chairperson.

CRANK LINE IMPROVEMENT

During these negotiations, the parties had considerable discussion around equipment upgrades and process commonalities between the East and West Crank line departments. In addition, the parties discussed the mutual goal to improve productivity and quality while providing increased communication and opportunities for the Crank employees.

Therefore, the parties agree that when upgrades are implemented that yield comparable complexity between lines, the Crank line departments will be consolidated into a single department with two-overtime equalization groups. To support this consolidation, the parties will ensure necessary training will be completed to accommodate this merge.

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