

Collective Bargaining Local Agreement

Between

United Auto Workers Local 509

And

Ontario High Velocity Center
Ford Motor Company

Dated

December 17, 2019



COLLECTIVE BARGAINING AGREEMENT

ONTARIO HIGH VELOCITY CENTER

UNITED AUTO WORKERS LOCAL 509

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SETTLEMENT AGREEMENT

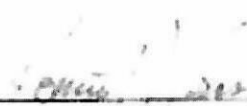
It is mutually agreed between the International Union, UAW Local 509 and Ford Motor Company on December 17, 2019 that all local negotiation matters are hereby resolved by the parties.

Any language that is not changed, deleted or replaced in the UAW Local 509 Collective Bargaining Agreement as a result of discussions in the 2019 local negotiations will remain unchanged and effective for the duration of the 2019 Local Collective Bargaining Agreement.

This Local Agreement shall become effective on the date of receipt by the Company from the Union of written notice that any proper ratification procedure required by the Union has been completed and shall be executed and dated as of December 17, 2019 (herein referred to as the effective date). This Local Agreement shall continue in full force and effect subject to the terms thereof for the duration of the UAW and Ford Master Collective Bargaining Agreement dated November 18, 2019.

International Union Local 509

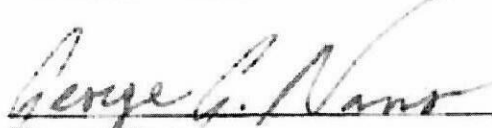
Ford Motor Company, Ontario HVC



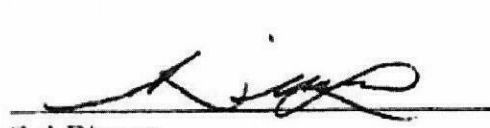
Romeo Torres
Building Chairman



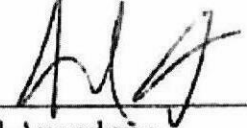
Justin Carter
HVC Building Manager



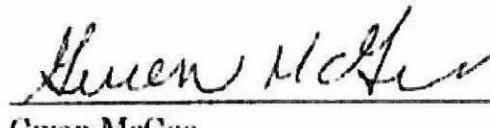
George Nango
UAW Region 5 Representative




Sal Rivera
Inventory Control Manager



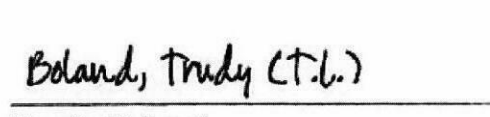
Al Avendaño
Committee Person



Gwen McGee
Human Resources Associate



Ramiro Castañeda
Alternate Committee Person



Boland, Trudy (T.L.)
Trudy Boland
Regional HR Manager

Matthew J Barnett

Matt Barnett
UAW National Ford Dept

Paul Nielson

Paul Nielson
West Regional Manager

Gene Hurd

Gene Hurd
President, Local 509

DeTombeur, Michele

Michele DeTombeur
Director, Distribution PS&L

Terri Faison

Terri Faison
PS&L HR Manager, Labor Affairs

Subject: Effective and Efficient Warehouse Operations

During the last few years, Ford Customer Service Division has made remarkable strides in customer service, efficiency and profitability. As a result, several of our warehouses have been recognized by Carlisle, as "Most Improved" buildings. The Ontario HVC was voted "Most Improved" by Carlisle. This hard work has allowed the division to insource work (i.e. brakes).

Growing the business provides job security and profitability for all of us. In all we do, our focus must be on effective and efficient operations. To be effective and efficient, we must demonstrate that we care about:

- Each other and each other's safety
- The quality of our work
- The reputation of our building, both internally and externally
- Considering the work smarter, not harder philosophy

The leadership of this building pledges to work together to make our building effective and efficient. We pledge to:

- Work safely
- Put the customer first in everything we say or do
- Ensure that the right part is shipped at the right time
- Make cost effective decisions
- Improve employee morale

This statement of intent will guide us all in our daily activities and our relationships with one another. Embracing this set of principles will ensure that the Ontario HVC will be among the top rated buildings in the network.



Justin Carter

Building Manager



Romeo Torres

Building Chairman

Section I. OVERTIME ASSIGNMENT AGREEMENT

The following provisions will govern the assignment of overtime in accordance with Article IV, Section 6, of the Master Agreement:

All reasonable means will be employed to equalize overtime among employees on a given classification within the department regularly performing the work to be done on overtime. For the purposes of attaining this, 16 hours spread will apply.

1. Overtime will rotate among groups as follows:
 - Parts Order Processor
 - Parts Order Processor Leader
2. Overtime hours will be recorded by hours paid rather than by hours worked. Saturday and daily overtime will be recorded as time and one half for all hours scheduled (up to 12 hours) worked or offered. Sunday, holiday or over 12 hours worked will be recorded as double time for all hours scheduled or offered.
3. The Company will maintain an up-to-date overtime list. Copies of the list will be made available to the Union by the first break on Wednesday of each subsequent week.
4. An employee who refuses or is absent for an overtime opportunity for any reason, (except Joint Programs or short term military commitments) will be charged with the hours they would have worked and these hours will be posted on the overtime list.
5. An employee must notify management of any and all overtime listing discrepancies within four weeks of the pay period ending date in which the discrepancy occurred.
6. An employee who accepts an overtime assignment and fails to report for work will be charged twice the number of hours they would have worked, and these hours will be posted on the overtime list.
7. In the event an employee requests to cancel the voluntary overtime offering they accepted for a Saturday, they must notify supervision on Thursday prior to first break, that they are cancelling their voluntary overtime. If they fail to meet the Thursday notice requirement, then they must work the overtime accepted.

8. In the event an employee requests to cancel the voluntary overtime offering they accepted for a holiday, they must notify supervision prior to the first break two regularly scheduled workdays before the holiday that they are cancelling their voluntary holiday overtime. If they fail to meet the notification requirement, then they must work the accepted holiday overtime.
9. In the event an employee requests to cancel the voluntary overtime offering they accepted for the Christmas holiday period, they must notify supervision prior to the first break two regularly scheduled workdays before the Christmas holiday period that they are cancelling their voluntary Christmas holiday period overtime. If they fail to meet the notification requirement, then they must work the accepted Christmas holiday period overtime.
10. Employees who temporarily or permanently change classifications will be charged with the highest overtime hours, excluding penalized hours, accumulated by any employee in the job classification to which they are assigned. Upon return to their former job classification, they will return with the highest number of hours, excluding penalized hours, in their former classification.
11. Hires, rehires, reinstated, reclassified and transferred employees from salaried positions will be credited with the highest number of non-penalized hours of the job classification to which they are assigned.
12. Overtime hours will revert to zero after the last scheduled workday in December.
13. Employees on vacation, jury duty, bereavement, and returning from authorized leaves shall be able to work overtime on Saturday, Sunday and Holidays. The Company and Union agreed that it will be the employee's responsibility to contact Security or member of management on Friday or the day prior to the Holiday. Claims of unable to contact due to phone difficulties will not be accepted.
14. Employees must notify management of any change in their commitment to work scheduled overtime in accordance with the provisions of this Article, or they will be charged double, and subject to disciplinary action.
15. Employees that have unexcused (AWOL) absences on Friday will be replaced for scheduled overtime on Saturday.
16. It is understood that nothing in this agreement shall limit management's right under Article IV, Section 6, of the Master Agreement, nor shall this agreement be construed as abrogating or modifying management's rights to determine when and for what period of time work is to be performed on overtime, or limiting management in scheduling and requiring employees to work overtime subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in the Master Agreement and Appendix H.

17. The parties reserve the right to amend the overtime equalization groupings due to changes in service hours, classification additions/deletions, etc.

18. The Union will be provided with a copy of the H129 TWOS report daily by the Company.

Section II. PROMOTIONAL JOB POSTING AGREEMENT

The following provisions will govern promotional job classification posting in accordance with Article IV, Section 2, of the Master Agreement.

1. When an hourly job classification opening is expected to be filled by promotion, a notice of the opening will be placed on the bulletin boards specifying the job classification, job rate, and shift. Applicants will sign a bid card and place it in the bid box located in the Warehouse. Promotion job classification postings of a temporary nature, i.e. Vacation, Approved Leaves of Absence, and Extended Special Projects will be designated as such. Employees assigned under this provision will return to their regular classification at the completion of such temporary assignment.
2. Employees shall have two working days from the date of the job posting to submit their names for consideration. Management will make its selection based primarily upon merit and ability, but where these are equal, the employee having the greatest seniority shall receive preference. This provision does not in any way limit management's right to temporarily loan employees to fill the vacancies or to assign an employee in filling any secondary vacancies resulting from the promotion.
3. It is the responsibility of the employee to contact the company and request to be considered for any job classification posting.
4. An employee placed on a job classification for which they had applied as a result of posting, and if they are thereafter disqualified by the Company or voluntarily request to be taken off that job classification within the first three (3) working days, they shall be returned to the job classification they held immediately prior thereto. Furthermore, the employee must remain in the position until a suitable replacement is available. If disqualified by the Company subsequent to the three (3) working days, they shall be returned to the labor pool.
5. The list of applicants will be active for 30 days in the event it is necessary to replace an employee removed from the job classification under the provisions of paragraph #4 above, or if additional vacancies become available subsequent to the closing of the original posting.
6. When an employee has been removed from the job classification in accordance with paragraph above, or has refused a job classification on which they bid and for which they had been selected, they shall not be permitted to reapply for the same classification for six (6) months from the date of their reclassification or the date of the job offer.

7. Employees will be required to work the full period of time of a temporary posting except for hardship reasons that are mutually agreed to by the Company and the Union. When an employee requests to be removed from a promotional job for hardship reasons, a posting will be made immediately and acted upon by the following Monday of the expiration date of the posting, if not signed an employee will be assigned within a reasonable period of time.

Section III. CLASSIFICATION AGREEMENT

The following provisions will govern the exercise of classifications in accordance with our new local agreement:

Employees whose job or classification is eliminated or temporarily discontinued, and an available opening occurs, will have recall rights to their former classification for up to one year. However, if any employee refused a shift starting time in their former classification or accepts a non-promotional job transfer, then that employee shall be deemed ineligible for recall rights.

IV. SHIFT PREFERENCE AGREEMENT

The following provisions will govern the exercise of shift preference in accordance with Article VIII section 28 (a) of the master agreement:

1. For the purpose of allowing seniority employees to exercise shift preference, shift assignments will be open for adjustment twice yearly as follows.
 - a) Employees desiring to exercise shift preference must make application during the first and second weeks of May and November on forms provided by the company. Only shift preference request submitted at the times in the prescribed manner will be valid.
 - b) A list of shift preference moves will be prepared by the company during the remainder of May and November.
 - c) All shift preference moves will be made during the first week of June and December.
2. In exercising shift preference, an eligible seniority employee will exercise their seniority within their classification.
3. Employees who are on excused absence from the center during the period in which application for shift transfers are made, will be permitted to bump following their return to work.

4. The master agreement recognizes "that it is impossible to operate the center efficiently with all the older employees on one shift, and therefore, seniority alone cannot be the sole determining factor in applying the above principle, i.e. shift preference based on seniority". When management finds that recognition of the expressed preference of employees would result in efficiency, the Union will be notified of the adjustment necessary and the manner in which it will be affected.
5. Deviation from this agreement may be made for hardship cases by mutual agreement between management and the Union.

Section V. Uniform Agreement

The following provisions will govern the administration of Uniform Agreement:

In the first year of this agreement, the company will provide interested employees with a combination of 10 total items comprised of shirts and shorts but no more than 5 shorts.

Every two years, the Company will provide interested employees with five shirts.

Clothing will become the property of the employee for the purposes of being worn to work. The quality and style of the clothing will be agreed upon by management and the union. The laundering of the clothing will be the responsibility of the employee.

The Company will provide apron/gloves to an employee on an exchange basis.

The Company will continue to provide the full-time General Maintenance person with work shirts, pants, and laundry service on an as-needed basis.

Section VI. Miscellaneous Agreements

- The Company agrees to use the lowest GID (Global Identification) for new hires as a tiebreaker for determining seniority within the warehouse, not for layoffs.
- The Company agrees to pay for union shop printing of the 2019 Local 509 UAW/Ford Agreements
- While janitorial personnel will provide periodic cleaning of the fitness center, the parties agree that the fitness center shall be kept reasonably clean and sanitary by its users.

Section VII. ONTARIO HVC ABSENCE CALL-IN PROCEDURE

Employees are to CALL or TEXT a LATE or ABSENCE for work no later than 30 minutes prior to their shift start.

Phone: 1-833-278-3673 (1-833-ART-FORD)

1. Call into absence line to indicate **LATE or ABSENCE**
2. Authenticate with Global ID (GID)
3. Indicate **LATE or ABSENCE**
4. Enter the date of the absence in format MMDD (*e.g. January 31 is 0131*)

CALLING ABSENT (enter your reason):

1. Illness
2. FMLA for self
3. FMLA for other
4. Personal business
5. Transportation
6. Other Reason
7. COVID-19 Related

CALLING LATE (indicate how late):

1. 15 minutes or less
2. Between 16 minutes and 30 minutes
3. Between 31 and 60 minutes

Enter return date, in format MMDD (*e.g. January 31 is 0131*)

SMS/TEXT: 1-833-278-3673 (1-833-ART-FORD)

Text the absence line to indicate **LATE or ABSENCE**

TEXTING ABSENCE:

Absent [GID][reason][date returning]
(*e.g. absent 1234 sick 0131*)

Note: Do Not enter leading zeros on your GID

1. Authenticate with Global ID (GID)
2. Reasons:
 1. Sick, Illness
 2. FMLA-self
 3. FMLA-other
 4. Personal
 5. Transport
 6. Other
 7. COVID-19

TEXTING LATE:

Late [GID] [how late]
(*e.g. late 1234 30m*)

1. Authenticate with Global ID (GID)
2. Late time:

Up to 15 min late enter: 15min
15min 16 to 30 min late enter: 30min
31 to 60 min late enter: 60min

3. Return to work date, in format MMDD (*e.g. January 31 is 0131*)

IMPORTANT TELEPHONE NUMBERS

ONTARIO HVC

ART Call in Number	1-833-278-3673
Brownstown Medical	(734) 942-6339
Brownstown FAX	(734) 942-6316
Brownstown Email	medical8@ford.com
Building Manager	(909) 484 5027
Health and Safety Rep.	(909) 484-2324
Human Resources	(209) 824-6633
NESC	800-248-4444
Quality Rep	(909) 484-5024
Security	(909) 484-5022
Unicare Office	800-572-1581
Unicare FAX	855-318-3193
Union Office	(909) 484-5023
Union Office FAX	(909) 484-2325
Workers Compensation	(209) 824-6619