

Modifications to the UAW Ford 2007 National Agreement



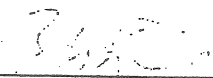
Agreement between Ford Motor Company and the UAW

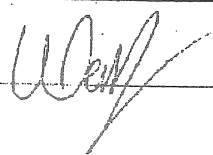
FEBRUARY 23, 2009

This Agreement (including its attachments) is being entered into with the understanding and commitment that all major stakeholders of Ford Motor Company (senior management, general salary, bondholders and creditors, dealers, suppliers, and UAW Ford employees) are sharing in the sacrifices necessary to return Ford's North American business unit to sustained profitability.

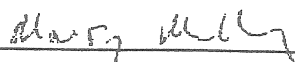
1. The UAW and Ford have agreed to the terms set forth in this Agreement (including its attachments). This Agreement shall constitute an Addendum to the 2007 Ford/UAW National Agreement.
2. With respect to the terms of the attached Memorandums of Understanding calling for suspensions of compensation or benefits, or other amendments to existing contractual provisions, the amendments and/or suspensions will last until the expiration of the 2007 UAW-Ford National Agreement unless otherwise modified or terminated by the mutual agreement of the parties.
3. The changes to the 2007 Collective Bargaining Agreement and related agreements shall become effective on the first Monday following the date of receipt by the Company from the Union of written notice that any proper ratification procedure required by the Union has been completed, and shall be executed and dated as of such date (herein referred to as the "Effective Date"), and shall continue in full force and effect thereafter in accordance with their respective terms.

For the International Union, UAW:





For Ford Motor Company:



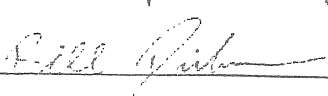


Table of Contents

TOPIC	Page #
ACH Commitment	1
Aligned Business Framework Strategies	2
Alternative Work Schedules	3
Appendix P – Sourcing Addendum	4
Targeted Special Programs and Special Incentives	5
Economic Matters	10
Entry-Level	12
Equity of Sacrifice	13
Health Care Wellness Criteria	14
Investment Commitments	16
Investments in Mexico	17
Rawsonville Seat Insourcing	18
Seat Supplier Issues	19
Skilled Trades Competitiveness	20
Stamping Business Unit/Dearborn Tool and Die	21
Sterling Axle Plant	22
Job Security/SUB/Workforce Utilization	23
UAW Partnership	28
VEBA Term Sheet	30
 UNPUBLISHED	
Executive Compensation and Benefits Letter	1U
Future Product Commitment	2U
Sourcing – Future Product Sourcing Alignment	3U

DATE

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

Dear Mr. King:

Subject: ACH Commitment

Since the transfer of the former Visteon Plants to ACH in 2005, the Company and UAW have worked together to improve the productivity of the operations and we have been successful in selling several facilities. The Company is committed to partnering with the UAW to continue our progress in addressing the challenges facing ACH plants. The Company will maintain or sell these facilities through the term of the Agreement: Sheldon Road Plant, Milan Plant, Sandusky Plant and the Saline Plant. Accordingly, the UAW and Ford commit to restructuring these businesses to make them attractive for sale when economic conditions improve.

Very truly yours,

Joe Hinrichs
Group Vice President
Global Manufacturing and
Labor Affairs

Concur:

Bob King

V4

2/15/09

Date

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

Dear Mr. King:

Subject: Aligned Business Framework Strategies

During these negotiations the parties discussed the importance of the Aligned Business Framework that fosters long-term relationships and closer collaboration with suppliers in order to drive mutual profitability and technology advancement. Consistent with Aligned Business Framework principles that include extended sourcing, improved commonality, early supplier involvement in the product development process, competitive cost structures, and leading-edge technologies the Company intends to partner with the Union to leverage these same business requirements.

To further align our mutual interests of ensuring the Company's competitiveness the parties have agreed that the Vice President and Director of UAW, National Ford Department, Vice President of Labor Affairs, and the Purchasing Executive Directors will meet quarterly to discuss the Aligned Business Framework and commodity business strategies.

The intent of these meetings will be to strengthen further the partnership between the Union, the Company, and our key suppliers.

Very truly yours,

Bill Dirksen
Executive Director
U.S. Labor Affairs

Concur:

Bob King

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[Signature]

BD
[Signature]
DB

DATE

Mr. Bob King
Vice President and Director
UAW, National Ford Department
3000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Alternative Work Schedules

The parties discussed that the implementation of Alternative Work Schedule (AWS) arrangements are needed to respond to market fluctuations, which require the ability to quickly adapt and change operating patterns to be competitive. When considering a work schedule change to an AWS, local Management will notify Labor Affairs and the National Ford Department and will meet with local Union leadership to discuss the business rationale for the change and to develop implementation plans. Following those discussions, the Company may, with a minimum of fourteen (14) days notice, transition between traditional work schedule, and/or the following designated alternative work schedules at any UAW-Ford location:

- Dearborn Diversified Manufacturing Plant - Skilled Trades Four Crew, Two Shift Agreement
- Kansas City Assembly Plant - Skilled Trades, Three 12 Hour Shifts Agreement
- Dearborn Truck Plant - Three Crew Agreement
- Kentucky Truck Plant - Hybrid Three Crew Agreement
- Louisville Assembly Plant - Four 10 Hour Shift Agreement
- Powertrain Operations - Four Crew, Two Shift Agreement

Notwithstanding the above, local parties may develop alternative plans to address unique operating issues. Approval in writing is required from both Labor Affairs Office of the Company and the National Ford Department of the Union, consistent with Appendix J, Section D of the Collective Bargaining Agreement prior to implementing any locally developed Alternative Work Schedule agreements.

Local alternative work schedules in place as of the effective date of the February XX, 2009 MOU will continue under the terms of their local Alternative Work Schedule Agreement.

CRS BR

Very truly yours,

Bill Dirksen
Executive Director
U.S. Labor Affairs

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Concur:

Bob King

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2/14/2009

APPENDIX P

UAW-FORD MEMORANDUM OF UNDERSTANDING

SOURCING - ADDENDUM

The provisions of the 2007 UAW-Ford Collective Bargaining Agreement regarding Sourcing shall be modified as follows:

Section 5. Future Product Sourcing

a. Quarterly Meetings

UAW-Ford Quarterly Meetings will be continued and will include twice per year reviews of the 5 year global cycle plans as they relate to U.S. plans for assembly, stamping and powertrain. A confidential summary of these plans which identify new or redesigned vehicles, subsystems or component parts will be provided to the Vice President and Director of the UAW National Ford Department.

d. Powertrain Plans Review Meeting

Senior management from Powertrain Operations will meet twice per year with the leadership of the UAW National Ford Department to review 5 year global Powertrain cycle plans as they relate to Powertrain plants.

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