



2011 UAW-ACH

Contract Settlement Agreement

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Proposed 2011 UAW-ACH Settlement Agreement

In these negotiations, the parties discussed the history and experience of the ACH temporary workforce.

We agreed that despite a myriad of issues which converged to create an aura of employment uncertainty uniquely experienced by ACH hourly employees as temporary workers, those employees continued to support ACH safety, quality, cost and productivity goals while assisting ACH transition its business model in a manner necessary to attract qualified buyers of ACH businesses.

The parties acknowledged the importance of actions jointly undertaken to address working terms and conditions under which the ACH Temporary Employees would be employed. Those actions included a formal Letter of Understanding recognizing the UAW as the exclusive bargaining representative of those ACH hourly employees. It further committed to essentially maintain wage and benefit levels previously provided to active Visteon Temporary Employees leased by ACH as well as certain operational matters. Detail regarding those commitments was contained in Attachments A & B ratified by the membership in August 2010 and which took effect the following September 1, 2010.

With potential sale of two of the three remaining ACH plants in progress, and a mutual recognition that enhanced future employment and income security for ACH employees may be best provided by the sale of ACH plant to qualified buyers, the parties concluded it was nonetheless appropriate to agree to the changes that are contained in this Settlement Agreement.

Accordingly, on this TBD date of 2011, Automotive Components Holdings, LLC hereinafter called ACH, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union, agree as follows:

1. The provisions of the Letter of Understanding dated July 22, 2010 between ACH and the Union and ratified by the membership in August, 2010 and related Attachments A & B regarding wage and benefit levels and operational matters shall continue to have application to ACH hourly employees represented by the Union. Those documents shall continue in full force and effect except for the changes hereinafter noted.
2. The following amendments to Attachment B to the Letter of Understanding, shall be included in the re-titled Attachment A to the Settlement Agreement as follows:
 - Non-skilled
 - Skilled trades competitiveness
 - Shift Premiums
 - Ratification Payment
 - Call-In Pay
 - Overtime pay administration
 - Holiday schedule / Holiday Pay ~~Administration~~ Eligibility
 - Vacation / Excused ~~Paid~~ Absence Hours
 - Vacation Scheduling
 - Family Days
 - Bereavement Pay
 - Jury Duty

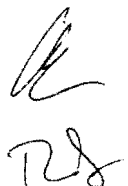
- Long-Term Military Leave
 - Short-Term Military Pay
 - Health Care – \$20.00 Office Visit Co-pay (unlimited)
 - Life and Accidental Death & Dismemberment Insurance
 - Profit Sharing Payment
 - Seniority
 - Relief Allowance
 - Direct Deposit
3. The following new Letters of Understanding shall be included in this Settlement Agreement:
- ~~ACH Long Term Supplemental Employees~~
 - ~~Call-in Pay Administration~~
 - Preferential Hire Consideration for Automotive Components Holdings, LLC (ACH) Hourly Employees – ACH Facilities
 - ACH Hourly Employee Utilization
4. The following attachment to the July 22, 2010 Letter of Understanding as initialed by the parties and attached hereto, was deleted in the new Settlement Agreement:
- Attachment A – Administrative Letters/Letters of Understanding
5. Duration of Agreement
- This Agreement made and entered into this TBD day of month and year, shall continue in full force between ACH and the Union until TBD month, day and year, and year to year thereafter unless at least sixty (60) days prior to the expiration date or any anniversary date thereafter, either party notifies the other in writing of its desire to terminate, modify or amend the Agreement, in which event the Agreement shall terminate on the expiration date of the year in which the notice was given.
 - During the term of this Settlement Agreement the parties may mutually agree to modifications to certain, specific contractual provisions.

Jimmy Settles
 Vice President and Director
 UAW National Ford Department

Alan Evans
 Director, Human Resources
 Automotive Components Holdings, LLC



X



July 22, 2010

Letter of Understanding

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

Dear Mr. Settles:

Subject: Visteon Corporation Bankruptcy

In recent meetings with the UAW the parties discussed the bankruptcy filings by Visteon Corporation (Visteon). We talked about the Visteon plan to use the bankruptcy process to terminate the Hourly Employee Lease Agreement with Automotive Components Holdings, LLC (ACH) and about Visteon's plan to terminate UAW-represented Temporary Employees leased by ACH under that Agreement.

Consistent with those discussion, this letter is to confirm our notification to you of the ACH determination to employ all active Visteon UAW-represented Temporary Employees upon their termination by Visteon including any such individuals on approved separation status (e. g. disability, workers compensation, union leave, FMLA) and honor return to active employment status of such individuals consistent with the parties existing practices, with the exception of employees addressed in a separate Letter of Understanding entitled "UAW-represented Visteon Temporary Employees-'Turnarounds' -Employment by Third Party Employer".

In its role as employer of ACH hourly employees ACH recognizes the UAW as the exclusive bargaining representative for affected employees and will essentially maintain wage and benefit levels now being provided to active Visteon Temporary Employees by applying and entering into agreement with the UAW concerning such employees on those previously agreed select terms and conditions of the May 2004 UAW- Visteon Supplemental Agreement as made applicable by letter agreements contained in Attachment A and as may be reflected in Attachment B. The definition of the unit of represented employees refers collectively to the units of employees at each location recognized by the parties to be, or in the case of closed plants to have been, a "ACH location". The term "employees" shall be deemed at each such location to include all categories of former UAW-represented Visteon Temporary Employees being employed by ACH with the full understanding and agreement of the UAW that ACH will utilize the 3rd party provided production and /or skilled labor referenced in the "Turnarounds" Letter of Understanding in the same manner as ACH employees when applying any negotiated local agreement provisions. It is further understood that in all cases where date of service is a factor, the most recent date of employment service as a Visteon Temporary Employee will be recognized and govern both groups.

The parties full and complete understandings of the responsibilities undertaken by ACH in this matter are included in this Letter of Understanding and the related Attachments A and B. The parties reserve the right, however, to address mutually recognized current practice(s) that may have been inadvertently omitted from those documents.

Very truly yours,

Keith Kleinsmith
Director, Human Resources
Automotive Components Holdings LLC

BK *ZE* *DRW* *AG* *BR*
MW *KE* *SE* *ARL* *PC*
DM *TV* *MTD*

Concur: _____
Jimmy Settles

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Attachment A to the
2011 UAW-ACH Settlement Agreement
Attachment B
UAW-represented ACH Hourly Employees

Wages / Wage Related

Non-Skilled

Wage Rate Progression

- ~~Hired at wages provided in the UAW-Visteon Supplemental Agreement~~
- ~~Wage Rate Progression~~ - 3% hourly wage rate increase each 26 weeks to full production rate

<u>Classification</u>	<u>New Hire Rate</u>	<u>Full Production Wage Rate</u>
Production Specialist - Group A	\$14.00	\$18.50
Production Associate - Group B	\$14.00	\$16.50
Production Support - Group C	\$14.00	\$14.50

Skilled Trades

- Wage rates for skilled trades employees provided in the UAW-Ford National Agreement will continue to cover skilled trades employees.
- To ensure competitiveness, the National parties agree to meet and resolve issues associated with an ACH need to hire significant numbers of replacement trades.

Ratification Payment

- ACH hourly employees on the active roll on the effective date of the agreement will be paid a lump-sum ratification payment as follows:
 - Eligible ACH hourly employees with greater than 1 year of service will receive \$6,000
 - Eligible ACH hourly employees with less than 1 year of service will receive \$5,000

Shift Premiums

- ~~#3 Shift - 5% / #1 Shift - 10%~~
- # No. 3 (Afternoon) Shift - 5%
- # No. 1 (Midnight) Shift - 10%
- Identification of Shifts:
 - # No. 3 Shift begins at 10:30 AM and ends at 6:59 PM
 - # No. 1 Shift begins at 7:00 PM and ends at 4:59 AM

Call-In Pay

- ~~Four (4) hours of pay if improper notification of no work or not to report~~
- Employees called in to work or reporting to work without having been notified not to report shall receive not less than four (4) hours of work or pay at their appropriate hourly rate, unless the lack of work is due to circumstances beyond the control of the Company.

Overtime

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- Premium pay practices consistent with the February, 2009 modifications to the 2007 UAW-Ford Master Collective Bargaining Agreement
- Premium payments for time worked on Saturdays and/or premium payments for time worked on Sunday is applicable only if an employee has 40 compensable hours during the work week in which the Saturday and/or Sunday occurs. Credit towards the 40 hours will be provided for verified hours worked while on an approved union leave.
- Time and one half (1-1/2) will be paid on Saturday except for employees regularly scheduled to work Saturday or any portion thereof as the employee's normal fifth day. Double time will be paid for hours worked on Sunday only if an employee has 40 compensable hours during the work week in which the Sunday occurs.
- Any employee who works on a paid holiday(s) will continue to be paid at a rate of double time for all hours worked on the paid holiday regardless of the amount of compensated hours worked on the other days within the same workweek of the paid holiday(s)

Seven-Day Operators

- Overtime premium will be paid for hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, except as provided below:
 - Time and one half (1-1/2) shall be paid for hours worked on the employee's first scheduled day off in the work-week
 - Double time shall be paid for hours worked on the employee's second regularly scheduled day off in the workweek
 - Time and one-quarter (1/4) shall be paid for hours worked on Saturday or Sunday that are not payable on an overtime basis
 - Double time and one half (2 1/2) shall be paid for hours worked on any of the designated holidays, it being understood that there shall be no pyramiding of holiday pay and holiday premium for such employees; provided, however, that if a designated holiday falls on one of the employee's regularly scheduled days off, the employee in addition to his holiday pay, shall be paid double time for time worked

Paid Time Off

Holidays

- Modifications to the 2007 UAW-Ford Master Collective Bargaining Agreement, negotiated in February, 2009 will apply

<u>2010</u>		<u>2011</u>	
September 6	Labor Day	January 17	Martin Luther King, Jr. Day
November 2	Federal Election Day	April 22	Good Friday
November 15	Veterans Day	May 30	Memorial Day
November 25	Thanksgiving Day	July 4	Independence Day
November 26	Day after Thanksgiving	September 5	Labor Day
December 24	Christmas Holiday Period		
December 27	Christmas Holiday Period		
December 28	Christmas Holiday Period		
December 29	Christmas Holiday Period		
December 30	Christmas Holiday Period		
December 31	Christmas Holiday Period		

<u>2011</u>	November 14, 2011	Veterans Day,
	November 24, 2011	Thanksgiving Day,

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Handwritten initials/signature

	November 25, 2011	Day After Thanksgiving,
	December 26, 2011	Christmas Holiday Period,
	December 27, 2011	Christmas Holiday Period,
	December 28, 2011	Christmas Holiday Period,
	December 29, 2011	Christmas Holiday Period,
	December 30, 2011	Christmas Holiday Period
<u>2012</u>	January 2, 2012	Christmas Holiday Period,
	January 16, 2012	Martin Luther King, Jr. Day,
	April 6, 2012	Good Friday,
	May 28, 2012	Memorial Day,
	July 4, 2012	Independence Day,
	September 3, 2012	Labor Day,
	November 6, 2012	Federal Election Day,
	November 16, 2012	Veterans Day,
	November 22, 2012	Thanksgiving Day,
	November 23, 2012	Day After Thanksgiving,
	December 24, 2012	Christmas Holiday Period,
	December 25, 2012	Christmas Holiday Period,
	December 26, 2012	Christmas Holiday Period,
	December 27, 2012	Christmas Holiday Period,
	December 28, 2012	Christmas Holiday Period,
	December 31, 2012	Christmas Holiday Period
<u>2013</u>	January 1, 2013	Christmas Holiday Period,
	January 21, 2013	Martin Luther King, Jr. Day,
	March 29, 2013	Good Friday,
	May 27, 2013	Memorial Day,
	July 4, 2013	Independence Day
	September 2, 2013	Labor Day,
	November 15, 2013	Veterans Day,
	November 28, 2013	Thanksgiving Day,
	November 29, 2013	Day After Thanksgiving,
	December 23, 2013	Christmas Holiday Period,
	December 24, 2013	Christmas Holiday Period,
	December 25, 2013	Christmas Holiday Period,
	December 26, 2013	Christmas Holiday Period,
	December 27, 2013	Christmas Holiday Period,
	December 30, 2013	Christmas Holiday Period,
	December 31, 2013	Christmas Holiday Period
<u>2014</u>	January 1, 2014	Christmas Holiday Period,
	January 20, 2014	Martin Luther King, Jr. Day,
	April 18, 2014	Good Friday,
	May 26, 2014	Memorial Day,
	July 4, 2014	Independence Day,
	September 1, 2014	Labor Day,
	November 4, 2014	Federal Election Day,
	November 14, 2014	Veterans Day,
	November 27, 2014	Thanksgiving Day,
	November 28, 2014	Day After Thanksgiving,
	December 24, 2014	Christmas Holiday Period,
	December 25, 2014	Christmas Holiday Period,

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	December 26, 2014	Christmas Holiday Period.
	December 29, 2014	Christmas Holiday Period.
	December 30, 2014	Christmas Holiday Period.
	December 31, 2014	Christmas Holiday Period
<u>2015</u>	January 1, 2015	Christmas Holiday Period.
	January 2, 2015	Christmas Holiday Period.
	January 19, 2015	Martin Luther King, Jr. Day.
	April 3, 2015	Good Friday.
	May 25, 2015	Memorial Day.
	July 3, 2015	Friday Before Independence Day.
	September 7, 2015	Labor Day

Eligibility

- Following ~~three (3) months~~ 90 days of cumulative service
- Provisions of the 2011 UAW-Ford Master Agreement shall apply regarding holiday pay eligibility rules.

<u>Excused Paid Absence</u>	2009	2010	2011
	16.0 hours (to be used prior to December 31, 2010)	Up to 40 hours	Up to 40 hours

Vacation and Excused Paid Absence Hours

- Vacation and/or Excused Absence hours by years of ACH cumulative service shall be as follows:
 - Less than 1 year None
 - 1 less than 2 years 40 Excused Absence Hours (40 total hours)
 - 2 less than 4 years 40 Excused Absence Hours; 20 Vacation Hours (60 total hours)
 - 4 or more years 40 Excused Absence Hours; 40 Vacation Hours (80 total hours)

Eligibility

- After one year cumulative service, if re-employed within period of time equal to/less than Employee's period of employment as an ACH or Visteon Temporary Employee
- Must use Excused Paid Absence in 2010/2011; hours do not carryover (except 2009 hours to 2010)
- Vacation allotment effective January 1 of each calendar year based on cumulative service as of that date
- Employees are expected to use Vacation and/or Excused Absence hours each eligibility year and hours do not carryover
- Unless terminated for cause, unused Vacation and/or Excused Absence hours will be paid at the end of each eligibility year at the employee's regular straight-time rate

New Hires / Rehires

- Employees hired after January 1, but before June 30, would be eligible to receive 40 Excused Absence Hours on their anniversary date in the following year, provided they are on the active roll when they attain one (1) year of service
- Employees hired after July 1, but before December 1, would be eligible to receive 20 Excused Absence Hours on their anniversary date in the following year, provided they are on the active roll when they attain one (1) year of service

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- Employees hired in the month of December would be eligible for 40 Excused Absence Hours on January 1 of the year following the date they attain one (1) year of service, provided they remain on the active roll

Reinstated Employees

- Otherwise eligible employees not on the active employment rolls on January 1st of an eligibility year but, who are re-employed after Jan 1st and before July 1st of an eligibility year will be provided the full Vacation and/or Excused Absence hours consistent with their years of service upon being re-employed for 30 consecutive calendar days
- Otherwise eligible employees not on the active employment rolls on January 1st of an eligibility year but, who are re-employed after July 1st and before December 1st of an eligibility year will be provided 50% of the Vacation and/or Excused Absence hours consistent with their years of service upon being re-employed for 30 consecutive calendar days
- Otherwise eligible employees not on the active employment rolls on January 1st of an eligibility year but, who are re-employed on or after December 1st of an eligibility year will not be provided Vacation and/or Excused Absence hours for that eligibility year

Vacation Scheduling

- Management will discuss with the Local Union representatives no later than February 1 Management's decision that (i) employees will be given vacation time off from the job through a normal vacation scheduling program consistent with the need for maintaining efficient operations or (ii) a plant vacation shutdown will be scheduled during prime vacation time.
- In the event Management selects the option of a plant vacation shutdown, the Union will be advised no later than April 1 as to the specific shutdown period and also which employees have been selected to work during the shutdown period. Employees selected to work during such shutdown will be given a vacation time off from the job through a normal vacation scheduling program during periods other than the shutdown period. Approved vacation time off will not be canceled or changed without the consent of the employee.

Family Days

- ~~Administrative Agreement effective June 2, 2008 any active temporary ACH employee who has worked full time in excess of one (1) year will be eligible to receive two (2) Family Days during term of 2007 UAW-Ford Master Collective Bargaining Agreement~~
- An ACH hourly employee who attains seniority on or before December 31, 2011 shall receive two (2) family days effective January 1, 2012;
- An ACH hourly employee who attains seniority on or after January 1, 2012 through December 31, 2013 shall receive two (2) Family Days on the first day of the month following the date they attain seniority;
- An ACH hourly employee who attains seniority on or after January 1, 2014 shall receive one (1) Family Day on the first day of the month following the date they attain seniority

Bereavement

ACH will provide a paid bereavement to allow seniority employees to attend and, if necessary, make funeral arrangements for family members. An employee will receive up to five (5) days of paid bereavement leave for any five regularly scheduled days of work for the death of a current spouse, parent, child or step-child or in the case of multiple deaths of members of the employees immediate family. For the death of a brother, sister, step-parent, step-brother, step-sister, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, or in the case of multiple deaths of members of the employee's immediate family as defined in the foregoing, the employee will receive up to three (3) days of paid bereavement leave for any three regularly scheduled days of work.

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After making written application therefore, the employee shall receive pay for any scheduled hours of work up to eight (8) per day for which the employee is excused (excluding Saturdays and Sundays, or, in the case of seven-day operations excluding regular days off) provided the employee attends the funeral or memorial service. Payment shall be made at the employee's regular straight time hourly wage rate on the last day worked.

Additional unpaid time off or use of Vacation/Excused Absence hours may be requested. Such requests will not be unreasonably denied. For the purposes of this section, "days" shall exclude weekends and holidays.

Jury Duty

An ACH seniority employee who is called for jury duty and/or received a court subpoena (except when the employee is going to court on a personal matter) shall notify his/her supervisor immediately upon receiving notice. An employee excused for jury duty shall be paid the difference between the amount of wages (including shift premium) he/she otherwise would have earned by working straight-time hours on that day and the jury duty fee paid by the court (not including any travel allowances or reimbursement of expenses).

In order to receive jury duty pay, employees must give management prior notice that they have been summoned for jury duty or received a court subpoena and provide satisfactory evidence that they reported for or performed jury duty on the days for which they claim jury duty pay. ACH will continue to provide benefits for the full term of the jury duty or court appearance.

An employee assigned to the midnight shift (#1) or afternoon shift (#3) may elect to choose the day prior to, the day of, or following day which shall be counted towards jury duty. Such employee must notify his/her supervisor of his/her election prior to being absent from work.

It is understood that any one day of jury duty service may not be used to excuse the employee for more than one shift.

Long-Term Military Leave

Employees who enter either active or inactive training duty or service in the Armed Forces of the United States shall be granted leaves of absence in accordance with applicable state and federal laws. Upon termination of such leaves, the employees shall be offered re-employment in their previous position under the circumstances that reinstatement may be required by the applicable laws of the United States or a position of like service, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment as may be available in line with their service as may be available which they are capable of doing at the current rate of pay for such work.

Short-Term Military Leave

An employee with at least one or more years ACH cumulative service who is called to and performs short term active duty of thirty (30) days or less, including annual active duty for Armed Forces Reserve/National Guard training and provides the Company with a statement of military pay while on such duty, the Company will pay the difference for time the employee lost during the regular work week, between the military pay and the employee's regular hourly rate including shift premium, to a maximum of fifteen (15) scheduled working days in any calendar year in which the employee is actively employed.

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Benefits

Health Care -- Preferred Provider Plan

- Employees will be provided medical benefits through a Preferred Provider Plan. Plan pays In-Network based on 3-step and Out-of-Network on 2-Step

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible		
○ Individual	\$300	\$1,200
○ Family	\$600	\$2,100
Co-Insurance		
○ Plan Pays	90%	65%
○ Enrollee Pays	10%	35%
Out of Pocket Maximum		
○ Individual	\$1,000	No Limit
○ Family	\$2,000	No Limit

- ~~Office Visit Co-Insurance~~ 100% Co-pays -- \$20.00 (unlimited)

Eligibility

- 1st of 8th month following employment

Prescription Drugs

- ~~Addition of an agreed to Prescription Drug Plan to the present health care plan January 1, 2010~~

Drug Co-pays

- Retail (30 days): \$15 generic / \$30 non-formulary / \$30 formulary
- Mail Order (90 days): \$30 generic / \$60 brand non formulary / \$60 formulary

Eligibility

- 1st of 8th month following employment

Life and Accidental Death & ~~Disability~~ Dismemberment Insurance

- Employees will be provided with the following insurance:
 - Basic Life \$3,000
 - Accidental Death & Dismemberment \$1,500

Eligibility

- 1st of month following date of hire

Retirement Plan -- ~~Company Provided Defined Contribution Plan~~ UAW-ACH Retirement & Savings Plan

- Company Provided Defined Contribution Plan

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- Company contribution of 5.4% of base wages to an individual employee's ERISA based Defined Contribution Plan retirement savings account
- ~~Replaces former UAW-Visteon Pension Account Plan~~

Eligibility

- ~~Active employees at time of transfer will immediately vest~~
- Newly hired employees will vest after one year employment
- Recalled employees with prior Visteon service, such service recognized for eligibility for grow-in to one year vest

Personal Savings Plan

- Company match of 30% on first 7% of employee contribution

Eligibility

- Employee contribution vests immediately
- ~~Active employees at time of transfer Company match will immediately vest~~
- Recalled employees with prior Visteon service, such service recognized for eligibility for grow-in to one year vest
- Newly hired employee eligibility:
 - Eligible to participate 1st of 4th month following employment
 - Immediate vesting in employee contribution
 - Company match – 1st of seventh month following month of hire and vests
 - ~~Company match vests after one year service~~

Profit Sharing

- ACH hourly employees are eligible for a profit-sharing payment in 2012, as follows:
 - ACH hourly employees on the active roll on the effective date of the agreement will be eligible to receive 20% of the comparable Ford hourly employee profit sharing amount, consistent with the eligibility rules of Ford's profit-sharing plan

Operational Matters

- ~~Employees hired into ACH locations considered temporary employees and will not acquire seniority. However, For purposes of any negotiated local agreement, they ACH hourly employees will be afforded any contractual applications based on date of temporary employment.~~

Seniority

ACH agrees to recognize ACH seniority for those ACH employees who have accumulated ninety (90) days or more of cumulative service as an ACH Temporary Employee on the effective date of this Settlement Agreement; provided such employee's time off has not exceeded periods of active employment as an ACH Temporary Employee. Such ACH temporary employees shall establish ACH basic seniority within the Unit/Plant to which the employee is assigned on the effective date of this Agreement based on the employee's date of hire at such Unit/Plant.

In addition, ACH employees with less than 90 days cumulative service on the effective date of this Settlement Agreement or those newly hired after the effective date shall acquire ACH seniority upon accumulating 90 days of cumulative service as an ACH employee, provided such period(s) of cumulative service are not exceeded by periods of separation. The employee's seniority date shall be the employee's date of hire at such Unit or Plant.

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Following the effective date of this Agreement, an active ACH hourly employee laid off in a reduction in force or awaiting recall from his/her ACH basic unit/plant assignment, and who accepts an assignment within another ACH plant shall establish a new plant seniority in the ACH location to which the employee is newly assigned. The employee, however, shall retain total ACH service for purposes of benefit eligibility and wage rate progression, if applicable.

An employee shall lose his/her seniority if the employee:

- quits or retires
- is discharged for just cause and not subsequently reinstated
- has less than six (6) months' service and is absent from work for three (3) consecutive work days on a no call/ no show basis, unless impossible to do so
- does not, within five (5) working days (excluding Saturdays, Sundays and Holidays) after notice to report has been sent to him/her, either report for work or give a satisfactory reason his/her absence, unless it is not possible for him/her to comply with either of these requirements; and provided at least ten (10) working days have elapsed since the employee's last day worked
- is on a medical leave of absence for two (2) consecutive years with the exception of employees whose medical leave of absence is due to having sustained a compensable injury or illness while working at ACH
- is unemployed by the Company for a continuous period of time which exceeds his/her length of employment service

~~• Preferential hire re-hire consideration for openings at ACH locations if not hired by Buyer of ACH facility/business; time for time credit^{1/}~~

~~• Employment credit (following separation from active employment) upon rehire, time for time credit for wage progression; displaced ACH temporary employees maintain employment credit for benefit eligibility if re-employed as a temporary employee at an ACH facility within a period of time equal to or less than the length of their period of employment as a temporary employee~~

Relief Allowance

- ~~• Relief allowance will be consistent with the February, 2009 modifications to the 2007 UAW-Ford Master Collective Bargaining Agreement~~
- ~~• The relief allowance for employees on line operations will be a total of 40 minutes per eight hour shift~~

Direct Deposit

- ~~• Employee payments direct deposited, consistent with the February, 2009 modifications to the 2007 UAW-Ford Master Collective Bargaining Agreement~~
- ~~• Unless otherwise restricted by applicable state regulations, all payments to employees will be direct deposited to the bank or financial institution the employee designates. If restricted by applicable regulations, employees not electing direct deposit will have their payments mailed to the plant location for distribution to the employee.~~
- ~~• Pay stubs will be available for employees to view and/or print via the internet and computers or kiosks will be available locally for this purpose.~~

~~1/ Purposes of wage progression and benefit eligibility only.~~

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PREFERENTIAL HIRE CONSIDERATION FOR AUTOMOTIVE COMPONENTS HOLDINGS, LLC (ACH)
HOURLY EMPLOYEES – ACH FACILITIES

XX/XX/XXXX

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

Dear Mr. Settles:

Subject: Preferential Hire Consideration for Automotive Components Holdings, LLC (ACH)
Hourly Employees – ACH Facilities

This is to confirm our understanding that ACH hourly employees at ACH facilities, not hired by a potential new buyer at their current ACH facility, will be given preferential hire rights at other ACH facilities based on their length of employment at an ACH facility.

ACH will centralize the preferential hiring process by consolidating names of ACH employees not hired by a potential new buyer. Lists of available ACH hourly employees will be distributed to ACH facilities with open requisitions. Such ACH hourly employees would not be eligible for any form of relocation benefits.

Upon commencing employment at another ACH facility, such ACH hourly employees shall maintain length of employment credit for wage progression and benefit eligibility only, provided periods of separation do not exceed periods of employment.

This agreement will be in effect as long as there are ACH facilities.

Very truly yours,

Alan Evans
ACH Human Resources

09/30/2011
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DM
BRW
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TV
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MOR
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ACH HOURLY EMPLOYEE UTILIZATION

XX/XX/XXXX

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

Dear Mr. Settles:

Subject: ACH Hourly Employee Utilization

During these negotiations the parties discussed the frequency at which ACH hourly employees are not provided a 40 hour work week opportunity. It is our intention to resolve this situation in a fair and equitable manner.

I personally commit to you that ACH management will immediately begin to work with the UAW-National Ford Department and our local unions to address the causes of these situations and to remedy this matter.

I recommend that representatives of the UAW-NFD and ACH Labor Affairs visit each ACH location within 30 days to review the plant's progress and address open issues regarding this matter.

My objective will be to align our manufacturing operations with our manpower resulting in better use of the workforce.

Sincerely,

Mark Blair
President and Chief Executive Officer
Automotive Components Holdings, LLC

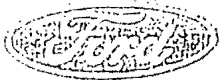
09/30/2011

Handwritten initials and signatures: JL, AN, BE, BK, DRW, TV, MW, BR, LR, DM, SE, JK, MTR, and a large signature on the right.

Attachment A
Administrative Letters/ Letters of Understanding

<u>Element</u>	<u>Source</u>	<u>Date</u>
<u>Wages</u>		
• Hire Rate/ Production	Poynter / King	March 2007
• Wage Progression Production		
• Skilled Trades		
• Shift Premium		
• Call-in Pay		
• Overtime	Kleinsmith/ King	December 2009
<u>Paid Time Off</u>		
• Holidays (Amount/Premium Pay)	Poynter/King	March, 2007
• Family Days	Dirksen / King	January 2008
• Paid Personal Hours	Kleinsmith/King	December 2009
<u>Benefits</u>		
• Life Insurance & AD&D	Poynter/King	March 2007
• Pension	Poynter/King	March 2007
• 401k Savings Plan	Poynter/King	March 2007
• Health Care	Lindstrom / King	August 2007
• Prescription Drugs	Kleinsmith/King	December 2009
<u>Miscellaneous (Non Wage/Benefit)</u>		
• Seniority Temporary status	Poynter/King	March 2007
• Local Agreement Inclusion	Poynter/King	March 2007
• Preferential Hire Consideration	Kleinsmith/King	January 2008
	Dirksen/King	October 2008
• Employment Credit (Layoff)	Kleinsmith/King	December 2009
• Relief Time	Kleinsmith/King	December 2009

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~~January 29, 2008~~

~~Mr. Bob King
Vice President and Director
Labor, National Ford Department
2000 East Jefferson Avenue
Detroit, Michigan 48224~~

~~Dear Mr. King:~~

~~Subject: Temporary Employees Excluded Absences~~

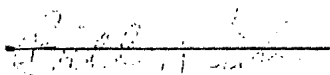
~~The parties have agreed to the use of temporary employees to facilitate the release of permanent employees on Special Programs and allow for flow back of Ford employees from PCH facilities. The extended use of these temporary employees has created difficulties for some employees in scheduling time off to take care of personal business.~~

~~In this regard, the Company agrees to establish local procedures to ensure that temporary employees working full time in excess of one (1) year, have the ability to schedule up to five (5) unpaid days off to attend to personal business. The scheduling procedures for this time off will be consistent with local practices for excused absence scheduling.~~

~~The parties also agree that effective June 2, 2008, any active temporary employee who has worked full time in excess of one (1) year will be eligible to receive two (2) Family Days. Scheduling and payment for Family Days shall be as described in the Family Days Letter of Understanding included in the 2007 UAW Ford Collective Bargaining Agreement.~~

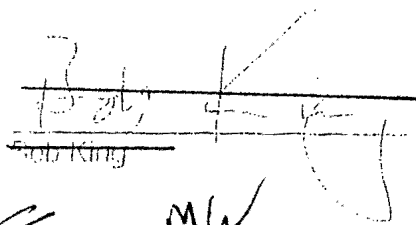
~~Please indicate your concurrence with the preceding by signing this letter.~~

~~Very truly yours,~~

~~~~

~~Bill Dinkson,
Executive Director
U.S. Labor Affairs~~

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~~
Bob King~~

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~~March 16, 2007~~

~~Mr. Bob King, Vice President and Director
National Ford and CS/IPS Department
8000 E. Jefferson Avenue
Detroit, MI 48214~~

~~Dear Bob~~

~~Subject: ACH Temporary Employees~~

~~Per your request, listed below are the criteria regarding the administration of pay/benefit provisions for temporary employees that are hired into ACH facilities as Visteon employees under the provisions of the October 9, 2006 Memorandum of Understanding Ford Motor Company and ACH-ILC System Wide Special Programs and Special Incentives. This will include any temporary employees hired after October 9, 2006 and all future temporary hires.~~

- ~~Employees hired into ACH locations will be considered temporary employees and will not acquire seniority. However for purposes of any negotiated local agreement, they will be afforded any contractual applications based on the date of temporary employment.~~
- ~~Employees will be hired at wages provided in the Visteon Supplemental Agreement. Although not described in the Memorandum of Understanding and notwithstanding the fact that employees will not acquire seniority, employees will receive wage progression provided in the Visteon Supplemental Agreement and will be eligible for holiday pay following three (3) months of service.~~
- ~~Employees will not be eligible for paid leaves including: medical, bereavement, jury duty, short term military duty or vacation.~~
- ~~Employees will be provided with the following insurance: life insurance in the amount of \$3,000 and accidental death and dismemberment (AD&D) coverage in the amount of \$1500. An employee will become eligible for such coverage commencing as of the first of the month following the month of hire or rehire.~~
- ~~Employees will be permitted to participate in the Visteon 401 (k) Savings Plan and may begin contributions three months following date of hire.~~
- ~~Employees will accrue pension service according to the UAW Visteon Pension Account.~~

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AL BK

~~Very truly yours,~~

~~Rick Poynter, Vice President
Human Resources
Automotive Components Holding, LLC~~

~~John Tebben, Visteon Corporation~~
AM

PR
DRW
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~~August 15, 2007~~

~~Mr. Bob King
Vice President and Director
National Ford and CS/PS Department
8000 East Jefferson Avenue
Detroit, MI 48214~~

~~Dear Bob,~~

~~Subject: Benefits ACH Temporary Employees~~

~~This letter is to confirm our understanding regarding medical benefit coverage for Temporary employees hired into ACH facilities.~~

~~Effective July 1, 2007, upon achieving their eligibility dates, employees will be provided medical benefits consistent with Appendix K provisions of the 2000 UAW Visteon Collective Bargaining Agreement. For employees who attained eligibility on July 1 and August 1 any medical claims that are covered by Appendix K may be submitted to Blue Cross Blue Shield for payment with proper receipts for payment including the employee and/or dependent name, employee Social Security Number, dates of service and any applicable procedure codes.~~

~~Sincerely,~~

George Lindstrom
~~George Lindstrom Director,
Labor Affairs
Automotive Components Holdings, LLC~~

JK
Concur: *Bob King*
Bob King

AN WE
John Tebben
John Tebben, Director, Human Resources - U.A.
Visteon Corporation

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~~January 22, 2008~~

~~Mr. Bob King
Vice President and Director
D&W, National Ford Department & FTS
8000 East Jefferson Avenue
Detroit, Michigan 48124~~

~~Subject: Preferential Hire Coordination Visteon Temporary Employees~~

~~Dear Mr. King,~~

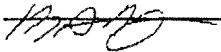
~~This is to confirm our understanding that Visteon Temporary Employees at ACH facilities not hired by a potential new buyer at their current ACH facility will be given preferential hire rights at other ACH facilities based on their length of employment at an ACH facility.~~

~~ACH will centralize the preferential hiring process by consolidating names of Visteon Temporary Employees not hired by a potential new buyer. Lists of available Visteon Temporary Employees will be distributed to ACH facilities with open requisitions. Such Visteon Temporary Employees would not be eligible for any form of relocation benefits.~~

~~Upon commencing employment at another ACH facility such Visteon Temporary Employees shall maintain length of employment credit for wage progression and benefit eligibility only.~~

~~This agreement will be in effect as long as there are ACH facilities.~~

~~Very truly yours,~~

~~~~

~~Keith Kleinsmith
ACH Human Resources~~

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~~October 23, 2008~~

~~Mr. Bob King
Vice President and Director
UAW National Ford Department & IFS
8000 East Jefferson Avenue
Detroit, MI 48124~~

~~Subject: UAW-Ford Employment Opportunities - Ford and Visteon Temporary Employees~~

~~Dear Bob:~~

~~This is to confirm our understandings regarding priority hiring considerations for displaced Temporary Part-Time employees working five days a week or Long-Term Supplemental employees from Ford locations and Visteon temporary employees from ACH locations.~~

~~Displaced Ford and Visteon temporary employees will be available to any Ford location in need of entry-level employee candidates. They will be maintained on a consolidated list in date of hire order in Step 8 of the Placement Hierarchy through the term of the 2007 UAW-Ford Master Agreement. In the event more than one employee has the same date of hire, the employee with the greater last four of the social security number will be placed higher on the consolidated list than an employee with a lower last four of the social security number.~~

~~Only displaced Ford and Visteon temporary employees who as of November 3, 2008 have been displaced for a period of time less than or equal to the amount of time they worked as a Temporary Part-Time employees working five days a week or Long-Term Supplemental employee will be maintained on the consolidated list. Temporary Part-Time employees working five days a week, Long-Term Supplemental employees, or Visteon temporary employees on the active employment rolls on November 3, 2008 will also be maintained on the consolidated list upon being displaced.~~

~~Opportunities in Ford facilities will be offered in order of Company date of hire first, to Ford temporary employees most recently displaced from the hiring location and then, to displaced temporary employees from the consolidated list. If reemployed as an entry-level employee at a Ford facility within a period of time equal to or less than the length of prior Company service, such employees (both Ford Temporary employees and Visteon Temporary employees working at ACH locations) shall maintain employment credit for entry-level wage program for basic entry-level benefit eligibility only.~~

~~Minimum of 90 days credit will not be provided in any of the above circumstances.~~

Handwritten signatures and initials:
A.N., MW, SC, NM, DRW, W, SE, D., ARSR, RR, BK, [Signature]

~~Some temporary employees placed on the active rolls as a Temporary Part-Time employee working five days a week may have worked for the Company prior to November 2006. It is understood that service prior to November 2006 will not be used for placement on the consolidated list or for determination as to whether or not to maintain credit for wage progression and benefit eligibility if subsequently rehired as an Entry Level employee.~~

~~Additionally, some employees who had service as Temporary Part-Time employees working five days a week during the term of the 2003 Collective Bargaining Agreement were reinstated in 2007 or 2008 as Temporary Part-Time employees working five days a week even though they may have been off-roll for a period of time greater than their length of service. It is understood that for these employees the reinstatement date in 2007 or 2008, rather than the Company date of hire, will be used for placement on the consolidated list or for determination as to whether or not to maintain credit for wage progression and benefit eligibility if subsequently rehired as an Entry Level employee.~~

~~It is also understood that only one employment offer will be made to displaced Ford and Misteon temporary employees and those who decline or do not respond to such offer will not be contacted for subsequent opportunities. The National parties may agree to waive this provision in advance for openings known to be of a short-term duration.~~

Sincerely,

Bill Dirksen
Executive Director
Ford Labor Affairs

Concur: _____
(Bob King)

Handwritten initials and signatures:

- AA.
- JL
- MW
- DM
- LTJ
- APW
- TV
- SE
- ms
- DK
- BR
- BR
- APROR
- AG

~~December 7, 2009~~

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

~~Dear Mr. King:~~

~~Subject: Visteon Temporary Employees Automotive Components Holdings, LLC~~

~~This is to confirm our recent discussion pertaining to Automotive Components Holdings LLC (ACH) leased UAW represented Visteon Temporary Employees assigned to ACH facilities.~~

- ~~Effective immediately, Visteon temporary employees working full time for at least one (1) year and who are on the active employment roll will be provided sixteen (16.0) hours of Excused Paid Absence to be used prior to December 31, 2010. Forty (40) hours of Excused Unpaid Absence will be converted to forty (40) hours Excused Paid Absence in 2010 and 2011. Employees on the active employment roll with one or more years of service each year will be provided forty (40.0) hours of Excused Absence Allowance to be used prior to December 31st of that year. Employees will be given cumulative employment credit towards the one year service requirement if re employed within a period of time equal to or less than his/her period of employment as a temporary employee.~~
- ~~Addition of an agreed to Prescription Drug Plan to the present health care plan. Employees shall become eligible for prescription coverage commencing as of the first day of the eight month following the date of hire or rehire. The drug plan will take effect January 1, 2010.~~
- ~~Displaced Visteon temporary employees will maintain employment credit for benefit eligibility if re employed as a temporary employee at an ACH facility within a period of time equal to or less than the length of their period of employment as a temporary employee.~~

~~Effective January 1, 2010, the parties agree to apply the following modifications to the 2007 UAW Ford Master Collective Bargaining Agreement, negotiated in February 2009, to Visteon Temporary Employees assigned to ACH facilities:~~

- ~~Easter Monday eliminated as a paid holiday, consistent with the February 2009 modifications to the 2007 UAW Ford Master Collective Bargaining Agreement~~
- ~~Premium pay practices, consistent with the February 2009 modifications to the 2007 UAW Ford Master Collective Bargaining Agreement~~
- ~~Relief allowances, consistent with the February 2009 modifications to the 2007 UAW Ford Master Collective Bargaining Agreement~~

A.L.
M.W.

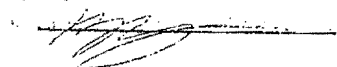
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JL DPW BK SE JH RR
x H. Am W → New APPROV W/S

~~Employee payments will be direct deposited, consistent with the
February 2005 modifications to the 2007 UAW-Ford Master Collective
Bargaining Agreement.~~

~~Very truly yours,~~



~~Keith KleinSmith,
Director of Human Resources
Automotive Components Holdings, LLC~~

~~Concurred:~~
Bob King

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