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**SHADING REPRESENTS NEW LANGUAGE IN THE 2019 AGREEMENT**
Agreement Date / Union List

Agreements* Entered Into on This
Sixteenth Day of December, 2019

Between FCA US LLC
(Hereinafter referred to as the “Company”)

and, as to the Engineering Agreement,
the following Local Unions

United Automobile, Aerospace
and Agricultural Implement
Workers of America

72  212  412  509  573
597  1212  1284  1302  1435
1761  1929  2149

and, as to the Office and Clerical Agreement,
the following Local Unions

United Automobile, Aerospace
and Agricultural Implement
Workers of America

72  75  125  186  212  946
230  422  573  597  889  868
1086  1212  1302  1435  1649
1761  1929  2149  2360  3039

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America

(The said Local Unions and the International Union being
hereinafter referred to collectively as the “Union.”)

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the
meaning but are for reference only.)

*There are two Agreements: Engineering and Office and Clerical. Unless otherwise indicated,
each provision set forth below is a provision of each of the two Agreements. Where this is not
the case, the provision is set forth as it exists in each Agreement.
ENGINEERING
INDEX OF UNITS

1. Product Planning and Development (Local 412 - Unit 1)
2. Product Planning and Development (Local 412 - Unit 10)
3. Product Planning and Development (Local 412 - Unit 14)
4. Automotive Sales Group (Local 412 - Unit 32)
5. Chelsea Proving Grounds (Local 1284)
6. Belvidere Assembly (Local 1761)
7. Detroit Assembly Complex Jefferson (Local 412 - Unit 2)
8. Detroit Area Nurses (Local 412 - Unit 57)
9. Warren Truck Assembly (Local 412 - Unit 17)
10. Arizona Proving Grounds (Local 509)
11. Kokomo Transmission (Local 1302 - Unit 1)
    Indiana Transmission I (Local 1302 - Unit 1)
    Indiana Transmission II (Local 1302 - Unit 1)
    Tipton Transmission (Local 1302 - Unit 1)
12. Kokomo Casting (Local 1302 - Unit 4)
13. Toledo Machining (Local 1435 - Unit 4)
14. Sterling Heights Assembly (Local 412 - Unit 51)
15. Detroit Assembly Complex Mack (Local 412 - Unit 9)
16. Advance Power Train Manufacturing Engineering (Local 412 - Unit 25)
17. Advance Stamping Manufacturing Engineering (Local 212 - Unit 77)
    Manufacturing Engineering (Local 212 - Unit 77)
18. Sterling Stamping (Local 412 - Unit 7)
19. Warren Stamping (Local 412 - Unit 18)
20. Parts Division (Local 412 - Unit 23)
21. Marysville Axle (Local 412 - Unit 21)
22. Trenton Engine Complex (Local 412 - Unit 25)
OFFICE AND CLERICAL
INDEX OF UNITS

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22. FCA Transport, Inc. (Local 212)
23. International Supply Operations (Local 889 - Unit 12)
24. Sterling Heights Assembly (Local 889 - Unit 14)
25. Cleveland Parts (Local 573)
26. Milwaukee PDC (Local 75)
27. Marysville Axle (Local 889 - Unit 5)
28. Trenton Engine Complex (Local 889 - Unit 7)
29. Atlanta Parts (Local 868)
30. Winchester Parts (Local 946)
31. Romulus (Local 889 - Unit 10)
Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Company, the employees and the Union. The parties agree that whenever masculine nouns or pronouns are used in the Agreement, such references are intended to be gender neutral.

The parties recognize that the success of the Company and the job security of the employees depends upon the Company’s success in building a quality product and its ability to sell such product.

To these ends the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.
RECOGNITION

(1) Employees Covered

(a)--Pursuant to and in accordance with all applicable provisions of the National Labor Relations Act, as amended, FCA US LLC (hereafter called the Company) does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Company included in the bargaining units described in Schedule “A” appended to this Agreement.

(b)--If the Company builds a new facility and transfers to it a significant portion of work performed exclusively by employees covered by this Agreement, this Agreement shall automatically cover employees working in the same or similar classifications at the new facility if the parties agree, or in the absence of agreement, if the National Labor Relations Board shall determine, that such facility or any part thereof constitutes an accretion to the bargaining unit this Agreement covers, excluding such employees as the parties agree, or the Board decides, should be excluded.

(2) Management Rights

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memoranda, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement.
(3) Excluded Personnel

The Union will not represent anyone in a supervisory capacity or other representatives of Management.

(4) Equal Application of Agreement

It is the policy of FCA US LLC and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, gender identity/expression, union activity and membership in any legally protected class.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the Grievance Procedure. Any such claim appealed to Step 2 of the Grievance Procedure must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. After the grievance is answered in the Second Step, the Regional Director of the Union or his designated representative and/or the Local Union President or his designated representative may refer the claim to the Chairman of the Civil Rights Committee of the Local Union for a factual investigation and report. The member of the Civil Rights Committee designated by the Chairman
to investigate the claim shall not be paid by the Company for any time spent on such activity.

The Grievance and Arbitration Procedure shall be the exclusive contractual procedure for remedying such claims.

**NO STRIKE OR LOCKOUT**

**(5) Strike Prohibited**

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down in any plant or office of the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company’s operations or picket any of the Company’s plants or premises until all the Grievance Procedure as outlined in this Agreement has been exhausted, and in no case over a matter on which the Appeal Board has power and authority to rule, and in no other case until the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, within sixty (60) days after receiving the final decision of Plant Management as set forth in the answer of the Labor Relations Supervisor or his designated representative, has notified the Director of Employee Relations of the Company in writing that it has authorized a strike, specifying the grievances that are involved in the proposed strike, and negotiations have continued for at least seven (7) separate days on which meetings have been held after the Company has received such notice. Union representatives shall receive pay
from the Company at their regular salary rates for time spent in such meetings provided they would otherwise have worked in the plant. Such notice shall be valid for only sixty (60) working days unless extended by mutual agreement.

In the discussion and settlement of the grievances as to which the International Union has given notification of intent to strike, neither party shall be required to bargain or act with respect to any other issue, grievance or dispute.

(6) Cancellation of Agreement

In case a strike or stoppage of production or a lockout shall occur, either before or after all Grievance Procedure has been exhausted, the Company, in case of a strike or stoppage of production, or the Union, in case of a lockout, shall have the option of canceling this Agreement at any time between the tenth (10th) day after the strike or stoppage of production or lockout occurs and the day of its settlement. The failure to exercise this option after any strike or stoppage of production or lockout shall not constitute a waiver by the Company or the Union as the case may be of its right to exercise its option should a subsequent strike or stoppage of production or lockout occur.

(7) Right to Discipline

The Company reserves the right to discipline any employee taking part in any violation of Section (5) of this Agreement.
(8) Lockout Prohibited

The Management will not cause or sanction a lockout until all the Grievance Procedure as outlined in this Agreement has been exhausted, and in no case upon a matter on which the Appeal Board has power to rule, and in no other case until after negotiations have continued for at least seven (7) days.

UNION SECURITY

(9) Requirement of Union Membership

(a)--Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b)--Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following such effective date.

(c)--Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.
(d)--An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(e)--Employees shall be deemed to be members of the Union within the meaning of this Section if they are members and are not more than thirty (30) days in arrears in payment of membership dues.

(10) Payment by Check-Off or Direct to Union

Employees may tender initiation fees and membership dues by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Union.

(11) Check-Off

(a)--During the life of this Agreement and in accordance with the provisions of Section 302 (c) of the Labor-Management Relations Act, 1947, as amended, and with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the applicable jurisdiction permit, the Company agrees to deduct Union initiation fees and membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an “Authorization for Check-Off of Dues” in substantially the following form or who has signed an “Enrollment Form” that includes such a form:
“AUTHORIZATION FOR CHECK-OFF OF DUES

“Date……………….
“C-ID……………….
“Plant……………….
“TO: FCA US LLC

“I hereby assign to Local Union No…………….., International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW), from any wages earned or to be earned by me as your employee, or from any Regular Supplemental Unemployment Benefits to be paid to me an amount as may be established as dues as determined by the UAW and also an initiation fee in the amount of $………………………….

“I authorize and direct you or the Trustees of the Supplemental Unemployment Benefit Fund, as the case may be, to deduct such amounts from my pay or from any Regular Supplemental Unemployment Benefits and to remit the same to the Union.

“If a collective bargaining agreement between the Company and the Union is in effect on the date of this assignment, authorization and direction, it shall become operative forthwith. Otherwise, this assignment, authorization and direction shall become operative upon the ratification of the collective bargaining agreement between the Company and the Union dated December 16, 2019.

“This assignment, authorization and direction shall be irrevocable for one (1) year from the date thereof and unless revoked at the end of such year as provided herein shall be automatically renewed for successive periods of one year. Revocation may
be made only by written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the expiration of each one (1) year period. Provided, however, that, in addition thereto, this authorization may be revoked by a written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the termination date of each applicable collective bargaining agreement between the Company and the Union. Failure to revoke this assignment, authorization and direction during the second ten (10) day period before the termination date of a collective bargaining agreement shall not by itself extend the assignment, authorization and direction beyond its next anniversary date.

“This authorization is pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act, 1947, as amended, and is governed by the applicable terms of the collective bargaining agreement between the Company and the Union.”

(If the assignment, authorization and direction is a separate document, such as a “Check-Off card”, the employee shall execute it in the following form. If it is embodied in an Enrollment Form, execution of the Enrollment Form, with appropriate entries, shall constitute execution of the assignment, authorization and direction.)

“An initiation fee IS or IS NOT (strike out one) to be deducted hereunder.

……………………………………………………
(Signature of Employee here)
“(Address of Employee)

(Type or print name of Employee here)

C-ID

“Name………………Local Union No…….
“Address………………………………………………
C-ID………………………………………………
…………………………………………………………

(b)--The following statement to the employee shall appear on the reverse side of the appropriate item of the Enrollment Form or on the reverse side of any check-off card the employee signs: (Note: Until the Plant receives Enrollment Forms or check-off cards containing the following statement, applicants for employment will read, sign and date said statement on a separate document.)

“STATEMENT CONCERNING UNION MEMBERSHIP AS A CONDITION OF CONTINUED EMPLOYMENT

The Agreements between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers (UAW), and certain of its Local Unions dated December 16, 2019, require all employees the Agreements cover to become and remain members of the Union to the extent of tendering an initiation fee and membership dues as set forth in the Agreements, except in states where such provisions are invalid.
Under said Agreements, new employees may join the Union immediately after they are hired, but they do not have to become members or pay initiation fees or dues until the fortieth (40th) day following the beginning of their employment.

Under the present Agreements, new employees may, if they so desire, authorize immediate deduction of their initiation fees and/or membership dues by use of the Enrollment Form. Employees who do not desire immediate deduction of initiation fees and/or membership dues from their earnings may, subsequently authorize such deductions by signing a separate ‘Authorization for Check-Off of Dues’ Card.

**NO EMPLOYEE IS REQUIRED TO AUTHORIZE THE CHECK-OFF OF INITIATION FEES OR DUES.**

Employees who do not wish when hired to authorize deductions of dues or initiation fees may do so later or pay the proper amounts directly to the Union. Employees who authorize deductions of dues or initiation fees may cancel the authorization as set forth in the authorization and pay the appropriate amounts directly to the Union.”

(12) Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement and the provisions of the Memorandum of Understanding (Union Dues Deductions), a supplement to this Agreement. The Company shall have no responsibility for the collection of initiation fees or membership dues not in accordance with this provision.
(13) Indemnification

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as Union initiation fee and membership dues from employees’ wages, or by the Trustee of money as Union membership dues from employees’ Regular Benefits under the Supplemental Unemployment Benefit Plan.

(14) Conflict with State Law

(a)--Notwithstanding the other provisions of this Agreement an employee shall not be required to become a member of or continue membership in the Union, or to pay initiation fees or membership dues to it, except as otherwise provided in Subsection (b), as a condition of employment, if employed in any state that prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

(b)--If and when the court of last resort of such state shall hold by final judgment or decree not subject to further review that an employer and a Union may, by agreement, require employees of plants located in such state, as a condition of employment, to pay to a Union amounts that are equivalent to the periodic membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or a statute of any such state shall expressly so provide then, and in either event, employees of plants in such state who are covered by this Agreement on the date when such judgment or decree becomes final, or such statute becomes effective, shall, as a condition of employment, pay to the Union such amounts that
are equivalent to the periodic membership dues and initiation fees on or before the fortieth (40th) day following said date, and employees hired, rehired, reinstated, or transferred into such plants after said date and who are covered by said Agreement shall, as a condition of employment, pay to the Union such amounts that are equivalent to the periodic membership dues and initiation fees on or before the fortieth (40th) day following the beginning of their employment in such plant. Employees who tender amounts equal to said membership dues and, if not already a member, initiation fees, and who are not more than thirty (30) days in arrears in paying the equivalent of periodic dues, shall be deemed to have met the conditions of Section (9) of this Agreement. If any such final judgment or decree, as described above, is later reversed or otherwise modified or nullified, or if the laws of any such state are later amended or are construed by that state’s highest court to prohibit arrangements such as this Paragraph provides, this Paragraph of this Agreement shall terminate. Otherwise, it shall continue in full force and effect until the expiration of this Agreement.

(c)--If a final judgment or decree of the court of last resort of any such state not subject to further review holds that an employer and a Union may not enter into such an agreement as Paragraph (b) above describes, and if any such judgment or decree is later reversed, overruled or otherwise modified or nullified so as to permit such an agreement, or if the laws of any such state are later amended or are construed by that state’s highest court so as to permit arrangements such as said Paragraph (b) describes, then in any such event the requirements of said Paragraph (b), within the time limits therein set forth shall apply to plants in such state as of the date of such event.
REPRESENTATION

(15) Number of Districts

(a)--It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the workforce is a sound and sensible basis for implementing this Section of the Agreement.

(b)--The number of districts in each plant shall be the present number, unless the number is increased or decreased by agreement between the Plant Management and the Union. The Plant Management and the Union may redistrict the plant from time to time by agreement. If the parties are unable to reach agreement, the matter shall immediately be referred to Corporate Employee Relations and the International Union for immediate positive resolution.

(16) Stewards

(a)--In each district employees in the district shall be represented by one Steward or when the Steward is absent from the plant or office a permanent Alternate Steward who in each case shall be a regular employee on the active roll having seniority and working in the district. The Unit Chairman/President or Local Union President shall notify the Plant Management in writing of the name of the Alternate Steward. The Alternate Steward shall function only upon notification to the plant or office by the Unit Chairman/President or Local Union President of each instance the Steward will be absent from the plant or office. During overtime periods or weekend work the Steward or if he is not working, the permanent Alternate Steward shall be scheduled to work as long
as there is work scheduled in his district he can do and any of his respective constituents are working. The Steward will be notified of overtime or weekend work as far in advance as the circumstances in each case permit. The Steward will, upon request, be advised of the nature of the scheduled work.

(b)--Paragraph (a) is intended to provide the Steward with the opportunity to represent employees in his district, provided he has the ability to perform the available work in a reasonably adequate manner.

(c)--The employees on the second shift may choose a Steward who will represent all of the employees on that shift. The employees on the third shift may choose a Steward who will represent all of the employees on that shift. The Plant Management and the Union may provide for additional Stewards on the second and third shifts because of increased employment on these shifts or where the employees are in widely separated areas.

(d)--Stewards during their working hours, without loss of time or pay, may in accordance with the terms of this Section, present grievances to the Management representatives and investigate grievances after first obtaining permission of their Supervisor to do so. The Supervisor will grant permission to Stewards to leave their work for these purposes. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the Stewards will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein.
(e)—When making arrangements to leave their jobs to investigate or present grievances, Stewards shall advise their supervisor of the number and nature of those grievances. In addition, if Stewards must go to another department in their district to investigate or present grievances, they shall advise the supervisor of that department of their presence and the number and nature of such grievances. If it is necessary to speak to an employee about a grievance, the Steward shall make arrangements with the employee’s supervisor to do so.

(f)—Stewards during overtime periods or weekend work may request permission to leave their assigned work only to investigate a grievance which occurs during that premium time period.

(g)—Employees in each of the Vehicle Engineering locations shall be represented by a temporary Steward while on road trips. Any such temporary Steward shall be an employee making the trip.

(17) Special Conferences

(a)—Special Conferences for important matters may be arranged between representatives of the Unit and Labor Relations. It is understood that Special Conferences will not be requested in order to circumvent the Grievance Procedure. Such meetings shall be between two representatives of the Company and two representatives of the Unit, one of whom shall be the Unit Chairman/President, provided, however, that at the request of either party, there may be a third representative of the Company and/or the Union. The third Union member at such Conferences shall be an officer of the Local Union. By agreement
between the parties, additional representatives of the Company and/or the Union, one of whom may be a representative of the International Union, may attend Conferences under this Section. Arrangements for such Special Conferences shall be made in advance by the submission of a written agenda setting forth in reasonable detail the nature of the matters to be taken up at the meeting, and the names of the representatives of the Union who will attend, shall be presented to the Labor Relations Supervisor at the time the Conference is requested. In the event a dispute arises between the parties as to the propriety of arranging the date and time or the additional representatives attending a Special Conference, such disputes will be referred to Corporate Employee Relations and the International Union. Matters taken up in Special Conferences shall be confined to those included on the agenda.

(b)--The Union representatives may meet at a place in the plant designated by the Management for one-half (1/2) hour immediately preceding a Special Conference. Members of the Union if working in the plant in which such a meeting is held, shall not lose time or pay for time spent in such Special Conferences. If one of the members of the Union who attend such meetings is the Unit Chairman/President, he shall not lose time or pay for time spent in such Special Conferences.

GRIEVANCE PROCEDURE

(18) Time of Answers

The Management will answer in writing any grievance presented to it in writing by the Union:
(a)--By the Department Head within five (5) working days,

(b)--By the Labor Relations Supervisor within seven (7) working days from the date of the meeting at which the grievance was discussed.

These time limits may be extended at any time by agreement between the Company and the Union.

(19) Presenting a Grievance

Any employee having a grievance in connection with his working conditions shall present it to the Management as follows:

(20) Step 1

(a)--The employee or one designated member of a group of employees may arrange an appointment to take the grievance up with his Supervisor or after obtaining permission from his Supervisor, submit the grievance to the Steward for that shift.

(b)--The Steward shall, after having arranged the appointment, leave his work and discuss the grievance with the Supervisor.

(c)--If the matter is not disposed of verbally, the Steward shall, after having arranged an appointment, leave his work and discuss the grievance with the Department Head or his designated representative.

(d)--If the Steward is unable to dispose of the grievance with the Supervisor or Department Head, the Steward may then refer it to the Unit Chairman who may, after having arranged an appointment,
leave his work to discuss the grievance with the Department Head, or his designated representative.

(e)–If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the Department Head, or his designated representative. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify the employee or employees involved by name, insofar as diligent effort will allow, and the provisions of this Agreement, if any, that the Union claims the Company has violated.

(f)–The Department Head’s answer shall set forth the facts he took into account in answering the grievance.

(21) Step 2

(a)–If the Department Head or his designated representative’s answer is not satisfactory, the grievance may be referred to the Unit Chairman/Committeeman/President, who may submit the appeal on an agenda to the Labor Relations Supervisor. A meeting between two representatives of the Union and two representatives of the Plant Management, one of whom may be the Department Head, will be arranged, to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Labor Relations Supervisor. Any claim of discrimination appealed to Step 2 of the Procedure shall contain a full statement of the facts which give rise to the claim and the specific reason or reasons why the employee or employees believes they have been discriminated against. If a grievance involves the continuing refusal of Management to return an employee to work from
a sick leave of absence, where the employee’s personal physician has found, contrary to findings of a physician or physicians acting for the Company, that the employee is able to do a job to which his seniority entitles him, such grievance may be presented directly to the Labor Relations Supervisor as part of the Second Step agenda.

(b)--At such meeting each party, after diligent investigation, will endeavor in good faith to furnish the other all facts and information then available, with respect to the grievance.

(c)--The Union representatives may meet at a place designated by the Management on Company property for one-half (1/2) hour immediately preceding a meeting with the two representatives of Management for which a written request has been made.

(d)--One of the two Union representatives, provided he works at the Plant at which the grievance arose or is the Unit Chairman/President or Chairman of the Committee, shall be allowed time off his job without loss of time or pay to investigate a grievance which he has discussed or is to discuss with the Labor Relations Supervisor. The representative’s Supervisor will grant him permission to leave his work for this purpose.

(e)--In addition to the two (2) Union representatives specified in Subsection (a), the Local Union President or, in his absence, the Local Union Vice-President, and the Regional Director of the Union for the area in which the plant is located, or his regularly designated representative, will be permitted, upon proper notice to the Plant
Management concerned, to attend the scheduled grievance meeting provided for in this Section (21).

(f)--If the two representatives of the Plant Management and the two representatives of the Union do not dispose of the matter, the Labor Relations Supervisor or his designated representative shall prepare an answer setting forth the facts and arguments in support of his answer.

A copy of such answer will be given to the Unit of the Local Union, and copies of both the 1st and 2nd step answers and the grievance will be sent by the Local Union to the Regional Director of the Union for the Region.

(22) Regional Review and Appeal to Appeal Board

(a)--After receiving the answer of the Labor Relations Supervisor or his designated representative, the Regional Director of the Union or his designated representative for the Region in which the plant or office is located, will review the matter. If it is one on which the Appeal Board has power and authority to rule, and if it merits appeal, he shall refer the matter to the International Union which, if it merits appeal shall, within forty-five (45) days of the answer of the Labor Relations Supervisor or his designated representative, refer it to the Appeal Board. If a grievance does not involve a matter within the power and authority of the Appeal Board, it will be referred back to the Local Union.

(b)--After a grievance which involves a matter that is one on which the Appeal Board has power and authority to rule has been answered at the Second
Step, if the Regional Director, or his representative, did not attend the Second Step meeting, the National Chrysler Department of the International Union may arrange with Corporate Employee Relations for a meeting to be held with the Regional Director, or his representative, the Unit Chairman or President and the Labor Relations Supervisor. The purpose of this meeting shall be to discuss the facts involved in the grievance so that the Regional Director, or his representative, can decide whether or not to recommend appealing the grievance. The Regional Director, or his designated representative, may withdraw without prejudice any such grievance. Requests for withdrawal of a grievance without prejudice shall be made in writing to the Corporate Union Relations Department. All financial liability on any grievance so withdrawn shall be canceled. If the grievance is reinstated in the Grievance Procedure, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within ninety (90) days from the date of withdrawal, it shall not be reinstated. The Company may suspend or terminate the provisions of Subsection (b) herein with respect to any plant or office by giving ten (10) days’ notice in writing to the National FCA Department of the International Union.

(c)--If the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward, and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Director of Employee Relations of the Company, together with a notice that the answer of the Labor Relations Supervisor or his designated representative with respect to that grievance is not
satisfactory to the Union. The matter, if within the power and authority of the Appeal Board as provided in Section (24), may then be submitted to the Appeal Board for final disposition, such disposition to be made as expeditiously as possible.

(23) Membership of Appeal Board

(a)--The Appeal Board shall consist of two executives of the Company and two official representatives of the International Union and, when necessary, an Impartial Chairman. The Union and Company representatives of the Appeal Board shall attempt to settle all grievances properly referred to the Board.

(b)--In addition to the two (2) executives of the Company and two (2) official representatives of the International Union as specified in Subsection (a), upon prior notice to the Company or the Union, as the case may be, a Local Union officer or a representative of the local Plant Management may attend Appeal Board meetings. The Appeal Board members may mutually agree to hold a meeting at the plant to discuss a grievance and the Unit Chairman (President), at the request of the Union members of the Appeal Board, may attend such meeting. Those in attendance under Subsection (b) shall not be considered a member of the Appeal Board as specified in Subsection (a).

(c)--In the event that they are unable to settle a matter, it shall be determined by decision of an Impartial Chairman selected by the parties.

(d)--The Impartial Chairman shall have only the functions set forth herein and shall serve
in accordance with his contract provided he continues to be acceptable to both the Union and the Company. The fees and approved expenses of the Impartial Chairman will be paid one-half (1/2) by the Company and one-half (1/2) by the Union.

(24) Authority of Appeal Board

The power and authority of the Appeal Board shall be limited to:

(a)--Matters involving the correctness of the classification of employees, and in any such case the absence of a classification requested in a grievance from the list of classifications authorized for use at the plant at which the grievance arose, shall not preclude the application of the requested classification provided the requested classification is an established salaried classification under this Agreement, and provided further that the requested classification is a proper classification on the basis of the work performed, and

(b)--Applying and interpreting the provisions of this Agreement and written Memoranda and Letters of Understanding between the Company and the International Union that relate to and supplement the terms of this Agreement, and

(c)--In proper cases, modifying penalties assessed by the Management in disciplinary discharges and layoffs.

The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement or to establish or change any wage or rate of pay.
Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

(25) Time of Appeals

(a)--Hereafter, a grievance not appealed from an answer at one step of the Grievance Procedure to the next step of the Grievance Procedure within five (5) working days after such answer or a grievance not appealed to the Appeal Board within forty-five (45) days after the answer of the Labor Relations Supervisor or his designated representative shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at that or another plant.

(b)--A grievance may be withdrawn either without prejudice or without precedent. If without prejudice, it may be reinstated within three (3) months of withdrawal. If so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability. If a grievance is withdrawn without precedent, it may not be reinstated but the withdrawal shall not serve as a precedent in any other case although the withdrawal may be referred to by Management in future cases.
(26) Time Limit on Claims

(a)--No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union, against the Company shall be valid for a period prior to the date the grievance was first filed in writing or the date, if any, that the grievance asserts (and the Supervisor acknowledges) the specific claim of back wages was orally discussed with the Supervisor in the First Step of the Grievance Procedure, whichever date is earlier, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of one-hundred and twenty (120) days prior to the applicable starting date as set forth above.

(b)--Deduction from an employee’s wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was delivered to the employee. The notice will specify the amount of the overpayment, and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee. The requirements of this Subsection (b) shall not apply, however, in cases of pay advancements or payment of full salary made to an employee prior to submission of required evidence of eligibility of the employee for, but not limited to, such benefits as Salary Continuation, Sickness and Accident benefits, Bereavement Pay, Jury Duty and National Guard Training. Recovery of such payment will be made within a reasonable time after the
Company has determined the employee does not qualify for the payment. This provision with respect to recovery of overpayment shall in no way affect or change the Company’s policies or procedures with respect to payment of such benefits.

(27) Payment of Back Pay Claims

If the Company fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within twenty (20) working days of the time the Company first failed to give him such work, the Company will reimburse him for the earnings he lost through failure to give him such work.

(28) Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less:

(a) Any unemployment compensation or supplemental unemployment benefit he may have received, in which case the Company will pay to the appropriate state agency the amount of the unemployment compensation he received in order to restore the employee’s entitlements for unemployment compensation benefits, provided the employee authorizes such payment if his authorization is required; also, the employee’s entitlement for supplemental unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and

(b) Compensation for personal services that he was not receiving when he last worked for the
Company. However, wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted. The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

(29) Retroactive Adjustments

No decision of an Appeal Board or of the Management in one case shall create a basis for retroactive adjustment in any other case.

(30) Withdrawal of Cases

After a case on which an Appeal Board is empowered to rule hereunder has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

(31) Finality of Decisions

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

(32) Appeal for Interpretation

Any issue involving the interpretation and/or the application of any term of this agreement may be
initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to the Appeal Board as provided in Section (22).

**DISCHARGE AND DISCIPLINE**

(33) Maintenance of Discipline

It is agreed that the maintenance of discipline is essential to the satisfactory operation of the plant and office. During the course of negotiations, the Union raised the concern regarding discipline not being administered fairly and consistently for violations of the Company’s Standards of Conduct. The Company acknowledged that the issuance of discipline is intended to be corrective and not punitive in nature.

As a result of these discussions, the following guidelines have been established to ensure Standard of Conduct violations are dealt with collectively through the progressive disciplinary process:

- 1st Violation - Counseling (Verbal Warning)
- 2nd Violation - Written Warning
- 3rd Violation - 1 Working Day Disciplinary Layoff
- 4th Violation - 5 Working Day Disciplinary Layoff
- 5th Violation - 30 Working Day Disciplinary Layoff
- 6th Violation - Discharge

Circumstances will arise which necessitate corrective disciplinary action that may not follow the standard progression guideline. In addition, it is understood that the Company has the ability to issue corrective disciplinary action including repeating prior disciplinary steps in appropriate
cases. Disputes regarding disciplinary matters may be addressed through the grievance procedure.

(34) Notice of Suspension, Disciplinary Layoff or Discharge

The Plant Management agrees promptly upon the suspension, disciplinary layoff or discharge of an employee including a probationary employee who has worked for the plant more than thirty (30) days to notify in writing the employee and the Steward in the district of the suspension, disciplinary layoff or discharge, and the reason therefor. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that he has the right to request union representation. In those situations where it is not necessary that the employee leave the premises immediately, the Company will attempt to notify the Steward or the Unit Chairperson before the employee is advised of the suspension, disciplinary layoff or discharge.

If such an employee is absent from the plant at the time the action is taken, where it was not practicable to provide written notice prior to his leaving the plant, Management will send to the employee’s last known address, by Certified Mail, notice of his suspension, disciplinary layoff or discharge and notice that he has the right to request representation.

(35) Union Representation

The employee may ask to discuss his suspension, disciplinary layoff or discharge with the Steward for the district, on the shift to which the employee is assigned and the Management will designate an office where he may do so before
he is required to leave the plant. Upon request, the employee’s supervisor or other designated representative of Management will discuss the suspension, disciplinary layoff or discharge with the employee and the Steward, on the shift to which the employee is assigned. In proper cases, exceptions shall be made.

(36) Appeal of Discharge

Should the discharged employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Labor Relations Supervisor within three (3) regularly scheduled working days after the discharge. The Management of the plant will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. The Management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, it shall refer the matter directly to the second step of the Grievance Procedure within five (5) working days after receiving the answer. Any employee who is discharged at one plant of the Company and whose discharge is not reversed through the bargaining procedure, shall be deemed a discharged employee at all other plants of the Company; provided that, if he is discharged for inability to perform the assigned work, he shall be deemed a discharged employee only at the plant at which he is discharged.

(37) Use of Past Record

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred prior to the twelve (12)
month period of active employment immediately preceding the current charge, nor impose discipline on an employee for falsification of his/her employment application after a period of twelve (12) months from his/her date of hire.

SENIORITY

(38) Probationary Employees

(a)--New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty (120) days of their employment. The one hundred twenty (120) days probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating one hundred twenty (120) days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one hundred twenty (120) days prior to the day he completed the probationary period.

The provisions of this Section shall not apply to temporary employees as defined in the Letter of Understanding “Temporary Hires”.

(b)--There shall be no seniority among probationary employees.

(c)--The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, but the Union shall not represent probationary employees who have been laid off or discharged and who have
worked for the plant or office less than thirty-one (31) days since the date of their last hiring except in case the layoff or discharge is for discrimination for Union activities. When other factors enter into the discharge of such a probationary employee, the Union shall not represent the probationary employee. The Union may represent the probationary employees who have worked at the plant or office more than thirty (30) days, however, any claim made by a probationary employee made after thirty (30) days of employment that his layoff or discharge is not for cause, or discriminatory under Section (4), may be taken up as a grievance provided, however, that (i) the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees; and (ii) the Union shall upon filing a grievance concerning such an employee state in what respects the discharge is alleged to be arbitrary and, therefore, was not related to the employee’s attitude, performance, conduct, or potentiality as a satisfactory employee. The Appeal Board shall have jurisdiction over such cases. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of his probationary period between the date of his discharge and his reinstatement unless otherwise agreed upon at the Appeal Board.

(d)--An employee who is separated during his probationary period for an occupational disability arising out of his employment by the Company and who is subsequently reinstated shall be required to complete his probationary period, and upon doing so shall have a seniority date which includes the time he was separated due to such disability, plus one hundred twenty (120) days.
(e)--The provisions of Subsections (a) and (e), as it pertains to the one hundred twenty (120) days, shall apply only to employees hired by the Company on or after September 15, 1982. For employees on the active roll of the Company or seniority employees on the inactive roll as of September 14, 1982, the probationary period shall be ninety (90) days, unless they lose seniority and are rehired by the Company in which case the one hundred twenty (120) day provisions shall apply.

(f)--Management will endeavor to evaluate and provide feedback to probationary employees during the probationary period. When performance related deficiencies are identified, the probationary employee may request a Union Representative be present when such performance feedback is communicated.

(39) Employee Defined

For the purpose of these Sections (38) through (61), the word “employee” means an employee who has acquired seniority.

(40) Seniority Defined

(a)--Engineering

Seniority shall be by non-interchangeable occupational group within the department, division or unit.

(b)--Office and Clerical

Seniority shall be by department unless negotiated locally by division or occupational group. When departments are combined in a division or
classifications are combined in an occupational group, the work shall be substantially similar.

(41) Seniority Lists

(a)--The seniority lists on the date of this Agreement show the names of all employees of the unit entitled to a ranking for seniority.

(b)--Management will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, the seniority list shall be made available for his inspection. The seniority list shall also include each employee’s current classification. Management will post updated seniority lists every ninety (90) days.

(c)--This will not require a change in any mutually satisfactory local practice now in effect and will not limit any local practice hereafter agreed upon.

(d)--The Unit Chairman/President may request and the Management will include on the seniority lists, provided the plant’s current system has the capability, a notation alongside an employee’s name that he has seniority rights in another seniority group and, where feasible, seniority rights in another Unit.

(42) Loss of Seniority

An employee shall lose his seniority for the following reasons only:

(a)--He quits.

(b)--He is discharged and the discharge is not reversed through the Grievance Procedure.
(c)--He is absent for five (5) scheduled work days or forty (40) scheduled work hours without notifying the plant, unless, for a reason beyond his control, he is unable to comply with such notice requirements. In proper cases, exceptions shall be made. After such absence, Management will send written notification to the employee at his last known address that he has lost his seniority. Such notice will include the name of the person he is to contact at the plant in the event he has evidence to establish a claim that he did in fact notify the plant of his absence or evidence that his is a proper case in which an exception should be made. Such notice will also advise him of his right to Union representation, at his request, while he is in the Employment Office. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

(d)--If he does not return to work when called. In proper cases, exceptions shall be made if the employee can satisfactorily substantiate and had promptly informed the plant that for a reason beyond his control he was unable to comply with such call to return. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

(e)--If he is laid off during the term of this Agreement for a continuous period equal to the seniority he had acquired at the time of such layoff period, or for five (5) years, whichever is longer.

(f)--He receives permanent total disability benefits under a group insurance policy held by the Company. If he ceases to receive such benefits and is reemployed, his seniority, including that which he
otherwise would have acquired during the period of his disability, shall be restored.

(g)--He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and is re-employed, his seniority including that which he otherwise would have acquired during the period of his disability, shall be restored.

(h)-- He elects to opt out of Transitional Assistance Benefits and receive a lump-sum cash payment as outlined in the Supplemental Unemployment Benefit Plan.

(43) Seniority of Stewards

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff, or temporary adjustment, be continued at work as long as there is work being performed in their district which they have the ability to perform and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is work being performed in their district which they have the ability to perform and any of their respective constituents have been recalled to work. During temporary adjustments, Stewards shall investigate and present only grievances that arise during such adjustment.

(44) Seniority of Officers

(a)--(i) Engineering Only--Notwithstanding their position on the seniority list, the Chairman/Committeeman of each Engineering Unit; the President and Vice-President of the Local Union;
shall in the event of an indefinite layoff and recall be continued at work in the order listed above at all times when one or more departments or fractions thereof are at work, provided that they have the ability to perform work being done at the time.

(ii) Office and Clerical Only--Notwithstanding their position on the seniority list, the President/Committeeman and Vice-President of the Unit; the President and Vice-President of the Local Union shall in the event of an indefinite layoff and recall be continued at work in the order listed above at all times when one or more departments or fractions thereof are at work, provided that they have the ability to perform work being done at the time.

(b)--Notwithstanding his position on the seniority list, the Unit President / Chairman / Committeeman and the President of the Local Union if working in the plant shall in the event of a temporary layoff or temporary adjustment be continued at work at all times when one or more departments or fractions thereof are at work, provided each has the ability to perform the work being done at the time. The Unit President/Chairman/Committeeman would be the last person affected in applying Sections (43) and (44).

(45) Medical Cases

(a)--When an employee’s absence from work is due solely to disability resulting from sickness or injury and due proof of disability is given to the plant he will be returned to work in accordance with his seniority and these rules as nearly as may be as if he had not suffered disability, provided he passes the required medical examination. If the disposition made
as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the plant with his Steward or Unit Chairman, and Management will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step 2 of the Grievance Procedure. The Unit Chairman may then take the grievance up with the Labor Relations Supervisor or his designated representative. In proper cases, the parties may select an independent physician from the jointly selected panel of physicians as maintained by the Joint Insurance Committee for Disability to resolve the conflicting medical findings of the employee’s personal physician and the plant physician with respect to determining the employee’s ability to perform the duties of the available work to which he would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Union will be made within seven (7) working days from the date the matter was referred to the Labor Relations Supervisor or his designated representative. Costs will be paid by the Plant. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on him by the plant physician, there shall be no retroactive pay. If the report or decision places work restrictions or limitations on the employee which are less than those previously placed on him by the plant physician, retroactive pay, if any, shall be limited to the period beginning with the day of the final examination by the independent physician and shall be calculated as provided in Section (28).

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.
(b)--If an employee claims he is unable to perform the duties of the available work to which he would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee’s personal physician and the plant physician or physicians acting for the Company does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and the Plant Management within seven (7) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of his findings and conclusions. Costs of such examination shall be paid by the Plant. The decision of the independent physician shall be final and binding on the Company, the employee involved, and the Union.

(46) Shift Preference Agreements

Provisions pertaining to shift preference shall, where applicable, be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.

(47) Overtime Agreements

Arrangements for the equalization of overtime hours among salaried employees on the same classification in the same seniority group may be negotiated locally in the plants.

Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.
(48) Local Agreements

Local supplementary seniority agreements shall be subject to approval by the Corporate Employee Relations Department of the Company and the FCA Department of the International Union.

LAYOFF AND RECALL

(49) Layoff Definitions

The term “layoff” when used in this Agreement means a reduction in the working force and includes the definitions as set forth in (a) and (b) below.

(a)--Indefinite Layoff

An indefinite layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsection (c) below.

(b)--Temporary Layoff

A temporary layoff means a reduction in the working force for a definite period of time for any reason not set forth in Subsection (c) below.

(c)--Temporary Adjustment

A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.
(50) Temporary Adjustments Procedure

Temporary adjustments of the working force may be made without regard to seniority for a period of five (5) working days. If the period of the reduction exceeds five (5) working days and the Local Union requests Management to adjust the working force, as set forth in Section (52)(a), it will do so within five (5) working days following receipt of the request. During such adjustments, Management will endeavor to give consideration to retaining senior employees when time and circumstances permit.

(51) Notice of Layoff

The Management will give to employees and to the Steward in the district at least twenty-four (24) hours notice of indefinite or temporary layoffs.

An employee returning to work from a leave of absence which necessitates the layoff of a lesser seniority employee shall not be scheduled to start work until Management has an opportunity to provide notice of layoff to the employee to be displaced. The additional period required to return the employee to work shall be considered as a continuation of his leave of absence.

(52) Layoff Procedure

(a)--Plant Layoff Procedure. When there is an “indefinite layoff”, the following procedure shall be followed:

1. Probationary employees will be laid off on a unit-wide basis in such manner and as expeditiously as is consistent with the continuous, efficient and
orderly operation of the offices or departments involved, provided that the laid-off seniority employee who displaces the probationary employee is willing to accept and has the ability to perform the job.

2. Employees with seniority will be laid off according to seniority provided the greater seniority employees are able to perform the available work. However, the Company shall not be required to promote an employee at time of layoff unless he has previously performed the higher-rated job and is able to do the work.

3. Local supplemental seniority agreements may provide that an employee in one seniority group who thereafter is laid off, and who desires to displace an employee in another seniority group as set forth in this Subsection shall, within two (2) weeks of notice of such layoff, apply in writing to do so at his plant Employment Office. Such an applicant shall be recalled within thirty (30) days after layoff or, if not recalled within that time period, at the time lesser seniority employees are being recalled to the other seniority groups to displace an employee with less seniority in another seniority group in the same classification or in a classification that he previously held the work of which he satisfactorily performed, provided he has thirty (30) days more seniority than the employee he displaces and he is qualified to perform the duties of the employee he displaces. Employees placed under this Subsection shall enter the new seniority group with full ranking for seniority, and their seniority in other groups shall terminate. The Company shall have five (5) working days after the Union files a written grievance in which to correct any error in the application of this Subsection.
Local engineering supplemental seniority agreements may provide that employees assigned to engineering classifications who transfer from one noninterchangeable occupational group to another noninterchangeable occupational group may continue to accumulate seniority in their former noninterchangeable seniority group.

4. For the purposes of Paragraph 3., the phrase “in a classification that he previously held” includes (i) classifications that appear on the employee’s employment record, the work of which he satisfactorily performed for the Company since his last date of hire, regardless of whether or not it was then a bargaining unit position, and (ii) a job in the unit, the duties of which, as set forth in the job description thereof, the employee satisfactorily performed in the unit although the classification does not appear on the employee’s employment record in his present unit. In the event of a dispute under this Paragraph 4., the employee’s employment record shall be controlling.

The provisions of Paragraphs 3. and 4. of this Subsection (a) shall not require any change in the Company’s practices or procedures with respect to recording the classification of employees.

(b)--Temporary Layoff Procedure.

1. Employees may be laid off for five (5) working days according to seniority by classification in each department. If such layoff exceeds five (5) working days, the Union may request in writing the Plant Management to adjust the working force according to seniority, by department, division, or occupational group. Plant Management shall then
do so within five (5) working days thereafter, unless said time is extended by mutual agreement. During such adjustments, including those instances where it is anticipated a number of such adjustments will occur on a regular recurring basis, Management will endeavor to give consideration to retaining senior employees when time and circumstances permit, or

2. Local Supplemental Seniority Agreements may provide that when there is a temporary layoff, employees on each shift in each classification and in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

   (a)--Probationary employees will be laid off.

   (b)--Employees with less than six (6) months of seniority will be laid off according to seniority.

   (c)--Employees with six (6) months or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first provided that the employees remaining at work have the present ability to perform the available work without break-in. Employees will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required. Employees laid off under this Subsection (b)2.(c) shall not be eligible for placement in other plants of the Company pursuant to Section (54), Work Opportunity for Laid Off Employees.
(d)--If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (b)2.(c) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who elects to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.

(e)--(i) If it becomes necessary to recall employees laid off under Subsection (b)2.(c) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee in the department on the affected shift and classification being recalled first.

(ii) If, after employees are laid off under Subsection (b)2.(c), it is determined in a department that the layoff will be extended for an indefinite period of time, the workforce in the department including those employees on layoff will be adjusted within ten (10) working days thereafter in accordance with Section (52) (a), Layoff Procedure-Indefinite Layoffs.

(f)--If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union the Management will consider employees on all shifts in a department as being on one shift for purposes of Subsection (b)2.(c). In a temporary layoff of such expected duration, the Local Union may request the Management to waive the Temporary Layoff provisions set forth in Subsection (b)2.(c) and Management will reduce the working force according to the Indefinite Layoff provisions as
set forth in Section (52)(a). Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

(g)--Further, prior to each temporary layoff affecting fifty percent (50%) or more of employees in each department, the Management and the Local Union may agree to combine the existing shifts for the purpose of applying the inverse seniority concept. The parties recognize the number of employees which can be interchanged between shifts will vary between departments depending upon the nature of operations, the skills and experience required, etc. Any such agreement must result in maintaining an experienced, qualified workforce with the present ability to perform the available work without break-in. If combining shifts prevents the twenty-four (24) hour notice of layoff required by Section (51), such requirement is waived.

It is understood and agreed that the application of this provision shall be for temporary layoffs that are scheduled to last one or more full weeks.

If the International Union believes that in a particular plant the agreements set forth under this Subsection (b)2.(g) are being unfairly applied, they may take up any such requests which it believes meritorious with the Corporate Union Relations Staff.

(c)--Engineering Group Layoff Procedure. The provisions of this Subsection (c) shall only apply when employees, as set forth below, are placed on indefinite layoff.
1. Within forty-five (45) days after an engineering employee is placed on indefinite layoff from his plant in the Detroit area (Wayne, Macomb and Oakland Counties), the laid off employee shall displace the junior employee (provided such employee has twelve (12) months less seniority than the laid-off employee in the same engineering classification in another bargaining unit of the same group or in another plant in the same group and bargaining unit if a bargaining unit consists of employees in two (2) or more plants), provided, however, that this Agreement shall apply only as hereinafter designated:

<table>
<thead>
<tr>
<th>Group</th>
<th>Classification No.</th>
<th>Applicable Plant or Office Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stamping</td>
<td>311A and 311B, 238</td>
<td>Sterling Stamping, Warren Stamping, Advance Manufacturing, Engineering-Stamping personnel</td>
</tr>
<tr>
<td>Car and Truck</td>
<td>311A and 311B</td>
<td>Detroit Assembly Complex, Jefferson, and Detroit Assembly Complex Mack</td>
</tr>
</tbody>
</table>

2. It provided further that:

(a)--No employee in the Stamping Group as set forth in Subsection (c)1. above shall displace a junior employee pursuant hereto unless both the senior and junior employees are at the time in one of the following occupational groups in the same classification: Tool, Die, Tool and Die Estimating,
and has regularly performed the work of the junior employee and has the present ability to perform the work.

(b)--No employee in the Car and Truck Assembly Group as set forth in Subsection (c)1. shall displace a junior employee pursuant hereto unless he has previously satisfactorily performed the work. It is further understood that the employees in classifications heretofore described perform many distinct types of work, and no employee shall displace another employee in said group unless he has the present ability to perform the work of the employee he displaces. The determination of an employee’s present ability shall not be based exclusively on his having performed one distinct type of work.

3. The occupational groups within classifications described in Paragraph 2(a) above of this Subsection (c) shall be deemed non-interchangeable for all purposes.

4. Employees who transfer to new plants or bargaining units, as herein before provided, shall carry with them to the new plants or bargaining units, the seniority they had in the plants from which they are transferred and shall lose seniority in their old plants.

(53) Recall Procedure

When the working force is increased after an indefinite layoff, as set forth in Section (52)(a), before promoting employees pursuant to Section (60)(a) (2), employees will be recalled according to seniority, provided the greater seniority employees are able to
perform the available work. However, the Company shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work. The recall procedure for temporary layoff is set forth in Section (52)(b).

(54) Work Opportunity for Laid Off Employees

The Management agrees that in employing new people in any seniority group it will so far as reasonably practicable give work opportunity to employees who are at the time on indefinite layoff and are not expected to be returned to work in their unit in the following order:

(a)--To employees of other seniority groups within the unit.

Office and Clerical employees reinstated to permanent positions pursuant to this Subsection shall be reinstated with full seniority and their seniority in other seniority groups within the unit shall terminate. Employees reinstated pursuant to this Subsection to temporary positions shall be reinstated with date of entry seniority while maintaining their seniority in their former seniority groups for a period not to exceed thirty (30) days or any extension thereof as agreed upon by the parties. If such assignments exceed such period, their full seniority will be transferred to the new seniority group and their seniority in any other seniority groups within the unit shall terminate.

(b)--To employees of other Units covered by this Agreement. Such employees placed under this Subsection (b), prior to the date of the 2015
Agreement (October 2015), shall continue to rank for seniority as of date of entry in the current unit. The term “employees of other units” shall include those laid off seniority employees under the National Engineering and Office and Clerical Agreements who have previously held a salaried clerical classification which is common to both Agreements. Employees hired in a unit under this subsection (b), on or after the date of the 2015 Agreement, on such a classification pursuant to the provision of this Subsection, will not be required to serve another probationary period but shall rank for seniority based on the seniority date held at the former unit. In the placement of such laid off employees, the Company has and will continue to emphasize the placement of such laid off employees consistent with their corporate service, experience, ability and performance. Employees who, on or after the date of the 2015 Agreement, start work on the same day shall rank on the seniority list based on the seniority date held at the former unit. Where two or more such employees have the same seniority date from the former unit, their rank shall be determined by the receiving unit practice.

(c)--To employees of other units covered by this Agreement, outside of the labor market area, established under this Agreement. Such employees placed under this Subsection (c), on or after the date of the 2015 Agreement, shall rank for seniority based on the seniority date held at the former unit. Employees who, on or after the date of the 2015 Agreement, start work on the same day shall rank on the seniority list based on the seniority date held at the former unit. Where two or more such employees have the same seniority date from the former unit, their rank shall be determined by the receiving unit practice.
If, in the placement of employees pursuant to this Subsection, the International Union has a question concerning the placement of any such employee, it may discuss the matter with Corporate Employee Relations.

An employee accepting work under Subsection (b) shall retain any rights accrued for purposes of holidays, vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

(55) Offer to Work Under S.U.B.P.

(a)--Any provision of this Agreement to the contrary notwithstanding the Company shall have the right to offer an employee on indefinite layoff available work in any plant of the Company in the same labor market area as established under this Agreement. For the purposes of this Section only, available work includes open jobs and work being performed by probationary employees who may be displaced. A seniority employee who accepts available work at another plant shall rank for seniority in accordance with Section (54).

(b)--Engineering Only - On being recalled to his former plant, he shall have full seniority rights with accumulated seniority but shall have no seniority rights in the plant from which he was recalled.

TRANSFER AND PROMOTION

(56) Transfer of Employees

(a)--An employee who is transferred either by the Company or at his own request from one bargaining unit represented by the Union to another such unit
shall start work as a new employee in the unit to which he is transferred and shall retain his seniority in the former unit, provided however, that employees who transfer with operations will be transferred pursuant to Section (57). An employee transferred pursuant to the terms of this Subsection (a) shall not return to his former unit unless and until he is placed on indefinite layoff pursuant to the terms of Section (52)(a). If, so laid off, he may elect (i) to remain on layoff at the new unit and in such case his seniority at all former units shall terminate, or (ii) to return to his former unit with full accumulated seniority and in such case his seniority at the new unit shall terminate. If he makes no election, he shall retain seniority in his former unit and lose seniority in the new unit.

(b)--An employee who is transferred either by the Company or at his own request from a bargaining unit represented by the Union, under the National Engineering or National Office and Clerical Agreement, to another such unit, under the other agreement, shall start work as a new employee in the unit to which he is transferred and shall retain his seniority in the former unit, provided however, that employees who transfer with operations will be transferred pursuant to Section (57). An employee transferred pursuant to the terms of this Subsection (b) shall not return to his former unit unless and until he is placed on indefinite layoff pursuant to the terms of Section (52)(a). If, so laid off, he may elect (i) to remain on layoff at the new unit and in such case his seniority at all former units shall terminate, or (ii) to return to his former unit with full accumulated seniority and in such case his seniority at the new unit shall terminate. If he makes no election, he shall retain seniority in his former unit and lose seniority in the new unit.
(c) (i) If an employee was transferred to a position in the plant not included in the unit prior to March 1, 1977 and is transferred again to a position within the unit, he shall accumulate seniority up to March 1, 1977 while working in the position out of the unit to which he was transferred;

(ii) If an employee was transferred to a position in the plant not included in the unit and was subsequently transferred to a different plant of the Company prior to March 1, 1977, he shall accumulate seniority in the unit for a period equal to the seniority he had at the time of such subsequent transfer; if such subsequent transfer takes place on or after March 1, 1977, he shall have accumulated seniority up to March 1, 1977.

(d) If an employee was transferred from the unit into any other plant or office of the Company to a position not included within a unit prior to March 1, 1977, he shall accumulate seniority in the unit from which he was transferred up to March 1, 1977 for a period of time not to exceed the seniority he had at the time of such transfer. If, he is transferred again to a position within his former unit during a period measured by the length of seniority he had at the time of his transfer from the unit plus an equal amount of time, he shall return to his former unit with full accumulated seniority. After this period, he shall return to his former unit with the seniority he had at the time of his transfer from the unit.

(e) An employee transferred to a position not included in the unit on or after March 1, 1977 who is again transferred to a position in the unit, shall commence work with the amount of seniority he had at the time of his transfer to a position not included in the unit.
(f)--Employees who transfer under this Section (56) shall retain any rights accrued for purposes of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

(g)--Office and Clerical Only - An employee who is transferred either by the Company or at his own request from one seniority group to a permanent position in another seniority group within the same unit shall enter the new seniority group with full seniority, and his seniority in other seniority groups in the unit shall terminate. An employee who is transferred pursuant to this Subsection (g) to a temporary position shall be transferred with date of entry seniority while maintaining his seniority in his former seniority group for a period not to exceed thirty (30) days or any extension thereof as agreed upon by the parties. If the assignment exceeds such period, the employee’s full seniority will be transferred to his new seniority group and his seniority in any other seniority groups in the unit shall terminate.

(h)-- If, for other reason, an employee is transferred at his own request from one plant to another plant of the Company, where circumstances permit, the transfer shall be completed within thirty (30) days.

(57) Transfer of Operations

(a)--When operations are transferred from one seniority group to another seniority group within a bargaining unit represented by the Union, the Company will determine the number of additional employees, if any, the receiving seniority group will need to perform the transferred operations, and
employees engaged on such operations may, if they so desire and if needed in the receiving seniority group, be transferred to that seniority group. Employees whose jobs are transferred who do not wish to transfer to the receiving seniority group or for whom no jobs are available in the receiving seniority group will exercise their seniority rights in the seniority group in which they work.

(b)--When operations are to be transferred from one such unit to another such unit, the Company will notify the International Union in writing of such transfer. Such notice will be given in advance and as promptly as the circumstances in each case permit. Plant Management will advise the Unit Chairman/President at the receiving unit as well as the unit from which the operations are being transferred of impending transfers and upon request will discuss the details, including where available, the nature of the work involved and the numbers of employees affected. The Company, at the request of the International Union, will negotiate the advisability of transferring to the receiving unit employees who are affected by the transfer of the work.

(c)--In the event the parties are unable to agree on a suitable arrangement in discussions pursuant to Paragraph (b) above, the Company shall determine the number of additional employees, if any, the receiving unit will need to perform the transferred operations and will offer work at the receiving unit to employees in the unit from which the operation will be transferred in the following order:

(i) Employees working on the operation;

(ii) Employees working in the department;
(iii) Employees working in the seniority group. If, within one hundred and twenty (120) days after the completion of such transfer, the number of employees needed to perform the transferred operations in the receiving unit should change, the Company, at the request of the International Union, will discuss the advisability of adjusting the number of employees required at the receiving unit.

(d)--When operations are transferred pursuant to Paragraph (a), (b) or (c) above, employees working on the operations who do not wish to transfer to the receiving unit or who are not needed there shall, after exercising their seniority rights in the seniority group in which they work, be given work opportunity in accordance with Section (52)(a)(3).

(e)--If operations are concurrently transferred between two or more seniority groups within a unit or between two or more units represented by the Union, the number of employees to be transferred from one seniority group or unit, as the case may be, may be offset against the number of employees to be transferred to that seniority group or unit, and only the difference, if any, shall be transferred.

(f)--Employees transferred from one seniority group to another seniority group or from one unit to another unit as provided in this Section shall transfer with their full seniority to the receiving seniority group or unit, and their seniority in the former seniority group or unit shall terminate.

(g)--Employees under the National Office and Clerical Agreement or the National Engineering Agreement transferred from a bargaining unit under one Agreement in a transfer of operations, pursuant
to this Section, to a bargaining unit under the other Agreement, shall be transferred with full seniority and their seniority in the former unit shall terminate.

(58) Other Transfers

The Company agrees that in movements of work from one plant of the Company to another not covered by Sections (56) or (57) of this Agreement, the Company will notify the International Union in writing of such transfers. Plant Management will advise the Unit Chairman/President of impending transfers and upon request will discuss the details, including where available, the nature of the work involved and the numbers of employees affected.

The Union may refer to the Grievance Procedure only those cases where the Union has facts to support a claim of erosion in that the motive for the reassignment out of the unit was to provide work to non-Union personnel at the expense of personnel represented by the Union, and was not for clear economic, organizational or geographic reasons.

(59) Discontinuance of Operations

When operations or departments are discontinued, employees affected will, after exercising their seniority rights in the seniority group in which they work, normally as set forth in (a) through (d) below, be given other work in the unit they can do without change of ranking for seniority in accordance with Section (52) (a)(3).

(a)--Open jobs of an equal salary grade, the work of which they can satisfactorily perform.
(b) Jobs of probationary employees of an equal salary grade, the work of which they can satisfactorily perform.

(c) Jobs of lesser seniority employees of an equal salary grade, the work of which they can satisfactorily perform.

(d) In descending salary grade order, open jobs, jobs of probationary employees or jobs of lesser seniority employees, the work of which they can satisfactorily perform.

(60) Promotions

(a) Promotions to higher paid jobs shall be based on seniority and ability to do the work and employees shall receive consideration in the following order:

(1) Employees working in the seniority group who have previously held the classification in that group and satisfactorily performed the work;

(2) Employees working in other seniority groups who have previously held the classification in the seniority group and satisfactorily performed the work, provided such employees have made written application to the plant Personnel Department for promotional opportunity pursuant to the terms of this Section at least five (5) working days prior to the date the opening occurs, but in no event later than three (3) years of their placement in the other seniority group. A duplicate of such application will be given to the employee;
(3) Employees working in the seniority group who have previously held the classification and satisfactorily performed the work for the Company within five (5) years of the date the opening occurs, provided such employees have made written application to the plant Personnel Department at least five (5) working days prior to the date the opening occurs. A duplicate of such application will be given to the employee.

For the purposes of this Paragraph, the phrase “previously held the classification and satisfactorily performed the work for the Company” includes a job, the duties of which, as set forth in the job description thereof, it is determined the employee satisfactorily performed in his present plant or office although that classification does not appear on the employee’s employment record. In the event of a dispute under this Paragraph, the employee’s record in his present plant or office shall be controlling.

(4) Employees working in the department or, if negotiated locally, in the seniority group.

Local supplemental agreements may provide that employees who are desirous of a promotion under this Paragraph (4) shall make a written application in the plant Personnel Department specifying the classification for which they wish to be considered. Only those employees who have applications on file for a particular classification will be considered for that classification.

If, among such applicants, a higher seniority employee is bypassed for a promotion because, in Management’s judgment, he does not possess the ability to do the work of the classification, he shall be
informed of the reason why he was not promoted. Any complaint concerning the matter may be presented as a grievance.

(b) -- Employees who are assigned for temporary periods to jobs which are classified on higher or lower salary grades than their regularly assigned jobs, will not have their classifications changed unless the duration of the temporary assignment is for one (1) full week or more. If such temporary assignment is for one (1) full week or more, employees will be reclassified to the higher grade and be paid at the higher rate retroactive to the first day of the assignment. This provision is intended to cover such situations as coverage for fluctuations in work loads, replacements for employees who are absent from work because of vacations and those absent on short-term illness.

It is not intended that employees be used as replacements on higher salary classifications on a regular basis for a short period of time for the purpose of avoiding classifying or compensating the employees in a proper manner.

Employees who have been selected to fill temporary openings on higher classifications will not be given credit for time worked on such classifications in the application of Subsection (a) of this Section (60).

(61) Better Jobs Within Unit

Employees in each plant who are desirous of consideration for better jobs in other seniority groups within the unit may make such preference known through the office of the local Personnel Department,
by making application for a specific series of related classifications in writing. The employee will attach an updated copy of a Personal History Record with the application. The employee will be given a copy of the application. Upon request, the Unit Chairman or President may examine such applications that are on file at the local Personnel Department. It is intended that the employees who have made such applications at least five (5) working days prior to the date the opening occurs, shall receive full and complete evaluation as to their abilities and capacities to perform the open jobs. Where more than one applicant may be offered the job and such applicants’ abilities and capacities are equal the employee having the greatest seniority will receive preference. Upon request of the employee, he will be informed of the reason(s) for Management’s decision. The Company shall not be required to consider an application from an employee who has obtained a better job under this Section unless he has remained on his new classification for a period of at least six (6) months.

In any case in which the Union has persuasive evidence that Management improperly or unfairly assessed the abilities and qualifications of such an applicant, it may refer the matter to the Grievance Procedure.

**VETERANS**

(62) Reinstatement of Seniority Employees

Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered reemployment in his previous position or a
position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

(a)--Has not been dishonorably discharged;

(b)--Can perform the essential functions of the work with or without accommodation unless that accommodation would pose an undue hardship in the operation of the business of such employer; and

(c)--Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

If an employee while in the armed forces would, if working, have been laid off for a period equal to the total seniority which he would have accumulated up to the time of layoff, he shall have no re-employment rights.

(63) Reinstatement of Probationary Employees

(a)--A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the armed forces, plus one hundred twenty (120) days.

(b)--Upon applying for reinstatement, the probationary employee will have the right to displace
any other employee in his seniority unit whose seniority is less than the time the probationary employee spent in the armed forces plus the portion of his probationary period he served before entering the armed forces.

(c)--For the purpose of determining eligibility for vacation, or if a layoff should occur prior to the completion of the probationary period, that portion of the probationary period already served plus the time spent in service will be credited for these purposes only.

(d)--If a probationary employee while in the armed forces would, if working, have been laid off for a period equal to his service in the armed forces up to the time of layoff plus the portion of his probationary period he had already served before entering the armed forces, he shall have no reemployment rights.

(64) Veterans’ Law

The terms and conditions of agreements between the Company and the Union relating to veterans will be governed by applicable laws and regulations, and will continue to be applied in a non-discriminatory manner.

(65) Educational Leave of Absence for Veterans

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
(a)--Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy/parental leave, including leave for adoption, jury duty, National Guard or military reserve training and elective or appointive public office, and such leaves may be extended for like cause.

(b)--A leave of absence may be granted for a period not to exceed one hundred eighty (180) days if required for the purpose of traveling to a foreign country.

(c)--A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is related to the employee’s employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each, provided the employee has not previously returned to work from any such leave by displacing a seniority employee.
(d)--A leave of absence without loss of seniority for the period of the employee’s training will be granted an employee who accepts an invitation by the Peace Corps to enter training for service with the Peace Corps. Upon completion of the training period, the leave of absence will be extended without interruption and without loss of seniority for a period of not less than one (1) year nor more than three (3) years for service with the Peace Corps upon proper written notification to the Company by the employee. Before receiving the leave for training, or an extension for Peace Corps service, the employee shall submit to the Employment Office at the employee’s plant satisfactory written evidence that the Peace Corps has invited the employee to enter training or service.

(e)--A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with the credit union chartered by a state or the federal government to service primarily FCA US LLC employees. Such a leave may be extended for additional periods not to exceed one (1) year each.

(f)--It is understood that leaves of absence granted under this Section (66) shall be granted only where the requirements of the plant permit and replacement employees are available.

(g)--When death occurs in an employee’s immediate family, i.e., spouse, parent, stepparent, grandparent or great grandparent, parent, stepparent, grandparent or great grandparent of a current spouse, child or stepchild, grandchild, brother, sister, stepbrother, stepsister, half-brother or
half-sister, an employee, on request, will be excused, and after making written application therefor, receive payment for up to three (3) normally scheduled eight (8) hour days of work, or up to five (5) normally scheduled eight (8) hour days of work in the case of the death of an employee’s current spouse, parent, child or stepchild, (excluding Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays, or as negotiated for an Alternative Work Schedule (AWS)), during the period commencing with the date of death and ending with the tenth normally scheduled work day after the date of death provided the employee submits acceptable evidence of death and established relationship.

(h)--The employee shall receive Bereavement Pay for three (3) full working days or five (5) full working days in the case of the death of an employee’s current spouse, parent, child or stepchild, on which the employee is absent during the period established in Subsection (g).

(i)--An employee who returns to work on or after the date of the funeral or memorial service will not be eligible for Bereavement Pay for any subsequent absence in connection with that bereavement. In the event a member of an employee’s immediate family dies and the funeral or memorial service is delayed, the employee may have the National Parties review reallocating the total excused bereavement absence from work delayed until the employee’s normally scheduled working days that include the date of the funeral or memorial service.

(j)--Payment shall be made at the employee’s straight-time salary rate including applicable
shift premium, but exclusive of overtime and any other premiums not specifically included for any scheduled days of work for which the employee is excused (excluding Saturdays and Sundays) and submits acceptable evidence of death and established relationship.

(k)--In the event an employee is granted a leave of absence because of the illness of a member of the employee’s immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

(l)--In determining whether an employee on layoff or leave of absence may qualify for bereavement pay on the occasion of the death of a member of the employee’s immediate family, the count for the bereavement period shall begin with the day immediately following the date of death, rather than with the day of death under the current practice.

(m)--In the event an employee’s spouse of five (5) years or longer has predeceased his or her parent, and in the event of the death of a parent of that former spouse, the provisions of this Section will apply, provided the employee has not remarried.

(n)--Employees who are notified of a death in the immediate family and are otherwise eligible for bereavement pay during a week(s) in which they were scheduled to be, or are, on vacation, will not be charged vacation for the days, up to three (3) (or five (5) in the case of the death of an employee’s current spouse, parent, child or stepchild) total, in lieu of bereavement pay which they would normally
be entitled to, except for their non-work status during such vacation week(s).

(o)--Notwithstanding the provisions of this Section, when the death of an employee’s: Uncle, Aunt, Sister-In-Law, Brother-In-Law, Daughter-In-Law, Son-In-Law, or Foster Parent; a seniority employee, upon request, may be excused for one (1) day to attend the funeral or memorial service. In order for the absence to be excused, the employee will be required to notify Management 48 hours prior to the scheduled funeral or memorial service and a qualified replacement must be identified and scheduled, protecting the efficiency of the operation. Additionally, the employee must submit acceptable evidence of death, established relationship and attendance at the funeral or memorial service.

(p)--Notwithstanding the bereavement pay eligibility requirements of this section, this will confirm our understanding that representatives of the UAW National Chrysler Department and representatives of Union Relations Staff of the Employee Relations Office, may discuss unique circumstances associated with the death of an immediate family member to determine on a case-by-case basis the possibility of providing bereavement pay to otherwise ineligible employees.

(q)--A seniority employee who is called to and reports for jury duty (including Coroner’s Juries) shall be paid for each day the employee reports for jury duty an amount equal to one-fifth (1/5th) of the employee’s base weekly salary, including applicable shift premium, but exclusive of overtime and any other premiums, not specifically included on the last day worked, less the jury duty fee paid the
employee by the court in which the employee serves (not including travel allowances or reimbursement of expenses), provided that payment shall be made only for those days of the workweek the employee otherwise would have been scheduled to work for the Company.

In order to receive payment under this Section, an employee must give the Company prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. An employee who is called to and reports for an interview or an examination to qualify the employee for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

When any of the holidays designated in Section (71) of the National Office and Clerical and Engineering Agreements fall on a day that an employee is required to serve on jury duty in accordance with this provision, the employee shall, if otherwise eligible, receive pay for such holiday and retain the daily jury duty fee paid to the employee by the court in which he serves.

A third-shift employee will be excused from work on either the shift immediately preceding the jury duty, or the shift immediately following the completion of the jury duty, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.
This Section (66)(q) is not applicable to an employee who, without being summoned, volunteers for jury duty.

(67) Leave for Union Business

(a)--An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the International Union, or (iii) appointed, selected, or elected by the Union to the Staff of the National AFL-CIO (including the Industrial Union Department but excluding the individual International Unions except the UAW), or to the staff of a State, County, City or Regional AFL-CIO Council, shall at the written request of the Union receive a temporary leave of absence.

(b)--An employee appointed to a position identified as one of a labor member of a government agency shall at the written request of the Union receive a leave of absence.

(c)--A leave of absence may be granted an employee for other Union activities upon the written request of the International Union to the Director of Employee Relations of the Company.

(d)--Employees placed on a leave of absence for Local Union Business related to FCA US LLC or for work with the International Union of the UAW, will receive a payment in lieu of vacation for any unused vacation credit, including credits that accrued in the current calendar year. An employee returning in the current or following years will have such payment deducted from his/her salaried vacation.
(e)--Employees returning to employment with the Company from Leave for Union Business will receive no credit for vacation eligibility purposes for any portion of the time spent on Leave for Union Business. Vacation credit will be earned only for those months where an employee works for the Company after return to active status from the Leave for Union Business.

(f)--Upon return from any such leave of absence, the employee shall be re-employed to perform work generally similar to that which he did last prior to the Leave of Union Business and with seniority accumulated throughout his leave of absence.

(g)--When the Local Management believes that the actions of the Local Union are inappropriate and represent abuses of this Section, Management’s objections shall be presented in writing to the Local Union President. In the event the matter is not resolved, it may be referred to the Corporate Employee Relations Staff for review with the International Union. The International Union does not condone abuses and shall take necessary action with its Local Union to stop these abuses.

**WORKING HOURS**

**Shift Premium and Hours**

(a)--Employees employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) percent and ten (10) percent, respectively, additional compensation.

(b)--The first shift is any shift that is scheduled to start on or after 4:00 a.m. but before 11:00 a.m. The
second shift is any shift that is scheduled to start on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that is scheduled to start on or after 7:00 p.m. but before 4:00 a.m.

(c)--Call-Back Pay. If an employee is called back to work after he has completed his regular shift and has left the plant, he shall be offered at least four (4) hours work, or fifty percent (50%) of the normally scheduled shift for employees assigned to an Alternative Work Schedule.

(69) Time and One-Half

Time and one-half will be paid as follows:

(a) For time worked in excess of forty (40) compensated hours in the work week. Credit toward the forty (40) compensated hours will be provided for verified hours on an approved Union Leave of Absence.

(70) Double Time

Double time will be paid as follows:

(a)--For time worked on the calendar Sunday,

(b)--For time worked on the calendar holidays designated in Section (71).
### (71) Holiday Provisions

(a)--The holidays are designated as:

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 11, 2019</td>
<td>Veterans Day</td>
</tr>
<tr>
<td>November 28, 2019</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>November 29, 2019</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>December 23, 2019</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>December 24, 2019</td>
<td>Christmas Holiday Period</td>
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<td>December 25, 2019</td>
<td>Christmas Holiday Period</td>
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<td>December 26, 2019</td>
<td>Christmas Holiday Period</td>
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<td>December 27, 2019</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>December 30, 2019</td>
<td>Christmas Holiday Period</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>Christmas Holiday Period</td>
</tr>
<tr>
<td>January 1, 2020</td>
<td>Martin Luther King, Jr. Day</td>
</tr>
<tr>
<td>January 20, 2020</td>
<td>Good Friday</td>
</tr>
<tr>
<td>April 10, 2020</td>
<td>Day after Easter</td>
</tr>
<tr>
<td>April 13, 2020</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>May 25, 2020</td>
<td>Independence Day</td>
</tr>
<tr>
<td>September 7, 2020</td>
<td>Labor Day</td>
</tr>
<tr>
<td>November 3, 2020</td>
<td>Federal Election Day</td>
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<tr>
<td>November 11, 2020</td>
<td>Veterans Day</td>
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<td>November 26, 2020</td>
<td>Thanksgiving Day</td>
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<td>November 27, 2020</td>
<td>Day after Thanksgiving</td>
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<tr>
<td>December 24, 2020</td>
<td>Christmas Holiday Period</td>
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<td>Christmas Holiday Period</td>
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<td>Christmas Holiday Period</td>
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<td>December 30, 2020</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>December 31, 2020</td>
<td>Christmas Holiday Period</td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>Martin Luther King, Jr. Day</td>
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<tr>
<td>January 18, 2021</td>
<td>Good Friday</td>
</tr>
<tr>
<td>April 2, 2021</td>
<td>Day after Easter</td>
</tr>
<tr>
<td>April 5, 2021</td>
<td>Memorial Day</td>
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<tr>
<td>May 31, 2021</td>
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</tr>
<tr>
<td>Date</td>
<td>Event</td>
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<td>-----------------------</td>
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<tr>
<td>July 5, 2021</td>
<td>Independence Day</td>
</tr>
<tr>
<td>September 6, 2021</td>
<td>Labor Day</td>
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<tr>
<td>November 11, 2021</td>
<td>Veterans Day</td>
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<td>November 25, 2021</td>
<td>Thanksgiving Day</td>
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<td>November 26, 2021</td>
<td>Day after Thanksgiving</td>
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<td>December 24, 2021</td>
<td>Christmas Holiday Period</td>
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<td>December 27, 2021</td>
<td>Christmas Holiday Period</td>
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<td>December 28, 2021</td>
<td>Christmas Holiday Period</td>
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<td>December 29, 2021</td>
<td>Christmas Holiday Period</td>
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<td>December 30, 2021</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>December 31, 2021</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>January 17, 2022</td>
<td>Martin Luther King, Jr. Day</td>
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<tr>
<td>April 15, 2022</td>
<td>Good Friday</td>
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<tr>
<td>April 18, 2022</td>
<td>Day after Easter</td>
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<tr>
<td>May 30, 2022</td>
<td>Memorial Day</td>
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<tr>
<td>July 4, 2022</td>
<td>Independence Day</td>
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<tr>
<td>September 5, 2022</td>
<td>Labor Day</td>
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<tr>
<td>November 8, 2022</td>
<td>Federal Election Day</td>
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<tr>
<td>November 11, 2022</td>
<td>Veterans Day</td>
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<tr>
<td>November 24, 2022</td>
<td>Thanksgiving Day</td>
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<td>November 25, 2022</td>
<td>Day after Thanksgiving</td>
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<td>December 26, 2022</td>
<td>Christmas Holiday Period</td>
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<td>December 27, 2022</td>
<td>Christmas Holiday Period</td>
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<td>December 28, 2022</td>
<td>Christmas Holiday Period</td>
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<td>December 29, 2022</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>December 30, 2022</td>
<td>Christmas Holiday Period</td>
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<tr>
<td>January 2, 2023</td>
<td>Martin Luther King, Jr. Day</td>
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<tr>
<td>January 16, 2023</td>
<td>Good Friday</td>
</tr>
<tr>
<td>April 7, 2023</td>
<td>Day after Easter</td>
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<tr>
<td>April 10, 2023</td>
<td>Memorial Day</td>
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<tr>
<td>May 29, 2023</td>
<td>Independence Day</td>
</tr>
<tr>
<td>July 3, 2023</td>
<td>Independence Day (Monday before Independence Day)</td>
</tr>
<tr>
<td>July 4, 2023</td>
<td>Independence Day</td>
</tr>
<tr>
<td>September 4, 2023</td>
<td>Labor Day</td>
</tr>
</tbody>
</table>

78
(b)--Whenever Independence Day occurs on a Tuesday or a Thursday, the Monday before or the Friday after will be designated as a holiday.

(c)--In the event that a state or subdivision thereof either by law or declaration having the force of law requires a plant closing in observance of a holiday: (i) which is not a designated holiday in this Section, such state or local holiday shall be observed by the affected plant in lieu of whichever one of the holidays designated herein Plant Management shall select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected plant on the date the plant is required to close in lieu of the date specified herein.

(d)--Employees who work on a holiday which is celebrated other than on Saturday or Sunday will also receive their regular salary for such holiday.

(e)--Employees on the active roll on the holiday who received regular salary for the day preceding or for the day following the holiday or received regular salary for the day preceding or the day following the day the Company designates in lieu of such holiday or return to work from layoff or an approved leave of absence on the Tuesday immediately following a Monday holiday, will receive their regular salary for such day if they otherwise were available and scheduled to work on such observed or designated day.

(f)--Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:
Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) third shift Sunday night start operations; and (2) a shift which starts on Friday and continues into Saturday.

(g)--In applying the provisions of this Section, when a holiday occurs on a Saturday or Sunday, and the Company does not designate a day in lieu of such holiday, employees shall be granted a compensatory day off without loss of pay at such times during the following twelve (12) months considering the wishes of both Management, the employee, and the efficient operation of the department concerned. The compensatory day to be granted such employee shall be designated within sixty (60) days of the holiday.
In those situations involving the separation of employees, the following shall apply: (i) where there is sufficient advance notice of separation for reasons of layoff, retirement, military service, approved leave of absence or resignation, and the employees have not taken the compensatory day(s) for which they are then eligible, they will be granted such day(s) on or before their last day worked; (ii) where employees are separated due to the expiration of salary continuation, death or discharge, they will be paid any unused compensatory day(s) for which they are then eligible by extending the pay-through date by the number of such days.

(72) Failure to Report for Holiday Work

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive his regular pay for such holiday.

(73) Effect of Unemployment Compensation

It is the purpose of Sections (71) and (72) to enable eligible employees to enjoy the designated holidays with full straight-time pay. If, with respect to a week included in the Christmas holiday period, an employee supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit, or its equivalent under any present or future federal or state legislation, or claims and receives waiting period credit, to which he would not have been entitled if his Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to reimburse the Company the lesser of the following amounts:
(a)—an amount equal to his Holiday Pay for the week in question, or,

(b)—an amount equal to either the unemployment compensation or its equivalent under any present or future federal or state legislation paid to him for such week or the unemployment compensation or its equivalent under any present or future federal or state legislation that would have been paid to him for such week if it had not been a waiting period.

The Company will deduct from earnings subsequently due and payable the amount that the employee is obligated to reimburse the Company hereinbefore provided.

(74) Overtime Pyramiding Prohibited

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

VACATION

(75) Eligibility

(a)—An employee will earn credit toward vacation with pay in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Continuous Service on December 31 of the year during which the vacation credit is earned</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years.......................... 1 working day of vacation for each month of credit up to a maximum of 10 working days of vacation.</td>
<td></td>
</tr>
<tr>
<td>3 years but less than 5 years.................. 1 1/4 working days of vacation for each month of credit up to a maximum of 12 1/2 working days of vacation.</td>
<td></td>
</tr>
<tr>
<td>5 years but less than 10 years.................. 1 1/2 working days of vacation for each month of credit up to a maximum of 15 working days of vacation.</td>
<td></td>
</tr>
<tr>
<td>10 years but less than 15 years.................. 1 3/4 working days of vacation for each month of credit up to a maximum of 17 1/2 working days of vacation.</td>
<td></td>
</tr>
<tr>
<td>15 years but less than 20 years.................. 2 working days of vacation for each month of credit up to a maximum of 20 working days of vacation.</td>
<td></td>
</tr>
<tr>
<td>20 or more years.................. 2 1/2 working days of vacation for each month of credit up to a maximum of 25 working days of vacation.</td>
<td></td>
</tr>
</tbody>
</table>
(b)--Credit will be earned only for those months in which an employee works at least five (5) work days. If an employee who works five (5) work days in each of less than ten (10) months is entitled to a fraction of a day of vacation, he may take one half day of vacation if the fraction is one quarter (1/4) day or one half (1/2) day; or he may take a full day of vacation if the fraction is three quarters (3/4) of a day. Time spent on a scheduled vacation or on jury duty as prescribed in Section (66)(q) while on the active roll or on short-term military duty will be considered as time worked for the purpose of computing vacation credits. Time spent on a disability absence for which an employee receives Salary Continuation or disability absence due to a compensable injury or legal occupational disease will be considered time worked for the purpose of computing vacation credits, provided the employee works during the calendar year in which such credit is earned.

(c)--(i) If, as of December 31 of the year during which the vacation credit is earned, an employee who was hired during such year had (a) at least three (3) months continuous service and (b) worked at least three (3) months but earned less than five (5) working days of vacation, he shall be eligible in the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring his total vacation days both earned and non-accrued to five (5) working days.

(ii) If a laid off seniority employee is reinstated during the year in which the vacation credit is earned and works at least three (3) months (whether continuous or not) but earns less than five (5) working days vacation as of December 31, such employee shall be eligible in the year that vacation is
taken for that number of non-accrued vacation days sufficient to bring the total number of his vacation days to five (5) working days less the number of vacation days that were accrued during the year and for which he was paid at time of layoff.

(d)--Non-accrued vacation days granted employees pursuant to Subsection (c) shall be used only after all earned vacation for the year has been used. Unused, non-accrued vacation days shall be forfeited if not taken in the vacation year at time of separation irrespective of the reasons for the separation. No employee shall be entitled to non-accrued vacation days prior to completing six (6) months of continuous service.

(76) Vacation Period

(a)--Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. Prior to March 1 of each year, employees of each plant or office may request the period during which they wish to take a vacation. If the number of employees who select a particular vacation period exceeds the number who can be released without affecting the efficient operation of the department concerned, the employees whose vacation requests are granted will be selected according to seniority or by any other method mutually agreed upon by the parties. Upon request, the Unit Chairman may review the vacation schedules with the designated representative of Management. Temporary employees may be utilized by Management as vacation replacements.
(b)--Provided there is no effect on the efficiencies of the operation and the request does not adversely impact the vacation schedules of other employees, vacation scheduling in incremental portions of less than five (5) day increments will be permitted.

(c)--When a holiday is observed by the Company on a day during the the Monday through Friday workweek, or a day is designated during the Monday through Friday workweek by the Company in lieu of holiday and such day occurs during a scheduled vacation, the vacation will be advanced or extended one day continuous with the vacation.

(d)--A vacation (other than as noted in Subsections (e) and (f) below) may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each calendar year. An employee who is on a Disability Absence for a complete calendar year, and who returns to work in the year following a year of Disability Absence, shall be entitled, in accordance with Subsection (78) (d), to the number of days of vacation he earned in the year immediately prior to his year of disability, provided he has not used or received pay for such vacation days.

(e)--An employee who is on Salary Continuation on December 31 of the calendar year but has not taken all of that year’s earned vacation, shall be allowed to postpone up to a maximum of five (5) days earned vacation which must be used by December 31 of the next calendar year and is not subject to the provisions of (f) below.

(f)--An employee whose work schedule precludes taking earned vacation in the current year
for such business related reasons as product launch or year end closing will be allowed to postpone up to a maximum of ten (10) days earned vacation subject to the following conditions: (i) Management must agree to such postponement, (ii) the request does not adversely impact the efficient operation of the department or the vacation schedules of other employees, (iii) any postponed vacation must be used by the end of the fourth quarter of the next calendar year or be forfeited.

(g)--A vacation may not be waived by an employee and extra pay received for work during that period.

(h)--No allowance will be made for sickness or other incapacity occurring during vacation except that an employee prior to the first day of his scheduled vacation who is on a Disability Absence, as defined in Section (82), or who, during his vacation, is hospitalized for one or more full weeks, may, upon his return to work and upon presentation of due proof of hospitalization or Disability Absence as required under Section (86), reschedule during the current calendar year the number of days of vacation on which he was on a Disability Absence or was hospitalized; provided, further, the rescheduling of such days of vacation does not require the rescheduling of any other employee’s vacation and does not adversely affect the efficient operations of the department concerned.

(i)--Employees who have postponed vacation in accordance with the provisions of this Section, in the event of layoff, transfer or termination, shall receive payment of unused postponed vacation in accordance with the provisions of Section (78).
(78) Transfer and Termination

(a)--An hourly employee transferred to salary will be eligible in accordance with these Sections (75) through (79) for a salaried vacation based on his Company service if he has not received a payment in lieu of vacation during the current year.

(b)--If a salaried employee is laid off, is granted a leave of absence for military service, retires, or dies, he, or his estate in the case of his death, will receive a payment in lieu of vacation for any unused vacation credit, including that accrued in the current calendar year, provided however, that a salaried employee who is laid off temporarily pursuant to Section (50) or (52)(b) will not automatically receive such payment at the time of layoff or temporary separation. In the event the layoff becomes indefinite, the employee will receive such payment. A recalled employee who received payment will have such payment deducted from his salaried vacation or hourly payment in lieu of vacation for the following year.

(c)--If a salaried employee is otherwise separated from employment, or is transferred to an hourly-rated job, he will receive any unused vacation credit only as of the preceding January 1 and will not be eligible for an hourly payment in lieu of vacation in the current calendar year.

(d)--An employee returning from a leave of absence, who has not worked in the current calendar year, shall not be eligible for vacation accrued in the previous calendar year until he has returned to work for thirty (30) calendar days following expiration of the leave of absence or is subsequently laid off, whichever occurs sooner. If there are less than
sixty (60) calendar days before the expiration of the current calendar year, the employee shall be eligible for vacation accrued in the previous calendar year upon working one-half (1/2) of the working days which remain in the year.

(79) Rate During Vacation

Employees shall receive their regular salary in effect when the vacation is taken inclusive of shift premium, but exclusive of overtime and any other premiums. They shall receive any improvement factor increase on a pro-rata basis if it should go into effect while they are on vacation. Employees paid accumulated vacation credits upon separation shall receive their regular base salary, but excluding any other premiums or adjustments, occurring subsequent to the last day worked.

SALARY CONTINUATION PLAN

(80) Purpose

This Salary Continuation Plan, Sections (80) through (87), provides for salary payments for absence due to personal injury or sickness. It is not the purpose to establish or sanction an annual period of absence to which an employee is entitled.

(81) Employees Covered

Employee means a salaried employee in a bargaining unit covered by the collective bargaining agreement of which this Plan is a part, provided, however, that an employee who is hired on or after December 13, 1982, shall not be covered under this Plan until the first day of the sixth month following the month in which employment commences.
(82) Disability Absence

Necessary absence from work due to personal injury or sickness for at least the number of days required for Disability Benefits to become payable is referred to in this Plan as Disability Absence. The injury or sickness may be either occupational or non-occupational.

This Plan does not cover absences due to personal injury or sickness for fewer days than are required for Disability Benefits to become payable. The Company at its discretion will make salary payments for these latter absences outside this Plan in conformance with the Letter of Understanding concerning casual absences which is attached to this Agreement.

(83) Disability Benefits

Disability Benefits means the benefits payable to the employee (to compensate for loss of working time) due to injury, sickness or other disability (whether occupational or non-occupational) under any group sickness and accident insurance policy held by the Company and/or under the laws of any jurisdiction providing for such benefits, by whatever name called, including any benefits (in excess of those actually payable) that would have been payable to him under any such policy or under such laws if he had duly complied with all the provisions thereof and, in the case of a group policy had been duly enrolled under such policy to the fullest extent for which he was eligible.
(84) Salary Continuation Payments

In case of a Disability Absence an employee will be paid for not longer than his Maximum Period salary payments which, together with Disability Benefits, will equal the full salary that he would have received if the Disability Absence had not occurred. Determination of the amount of these salary payments will be made upon a pay period basis.

(85) Maximum Period

The Maximum Period for each Disability Absence shall be determined at the beginning of such Disability Absence. The Maximum Period for any one Disability Absence is the number of days, based on the employee’s continuous service, determined from the table below, reduced by the number of days for which he was paid for Disability Absences previously in the same calendar year. In no case may an employee receive payments in one calendar year for more than the number of days shown in the table as his Maximum Period. In addition, whenever an employee receives payments for his Maximum Period, he must work for at least thirty (30) days following his return before he will be eligible to receive any payments to which he may otherwise become entitled under this Plan. In addition, whenever the Disability Absence of an employee continues from one calendar year into another, he must work for at least thirty (30) days following his return before becoming eligible for a new maximum period, provided, however, an employee shall be eligible for a new Maximum Period, if he has not exhausted the Maximum Period to which he was eligible in the prior year and he is again disabled as a result of an unrelated disability or of a complication
of his prior disability as distinguished from a
continuation of his prior disability and he is otherwise
eligible for Disability Benefits before he has worked
the required thirty (30) days.

**TABLE OF MAXIMUM PERIODS**

<table>
<thead>
<tr>
<th>Continuous Service at Beginning of Disability Absence</th>
<th>Maximum Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 90 days for employees hired prior to December 13, 1982, or less than 5 full calendar months (excluding the month of hire) for employees hired after December 13, 1982</td>
<td>Not Covered by Plan</td>
</tr>
<tr>
<td>90 days but less than 1 year for employees hired prior to December 13, 1982, or 5 full calendar months (excluding the month of hire) but less than 1 year for employees hired after December 13, 1982</td>
<td>10 working days</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>20 working days</td>
</tr>
<tr>
<td>2 years but less than 5 years</td>
<td>40 working days</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>60 working days</td>
</tr>
<tr>
<td>10 years but less than 20 years</td>
<td>70 working days</td>
</tr>
<tr>
<td>20 years or more</td>
<td>80 working days</td>
</tr>
</tbody>
</table>
(86) Proof of Disability

The Company reserves the right to require due proof of personal injury or sickness and all payments under this Plan are contingent on the furnishing of such proof when required.

(87) Modification or Rescission

This Plan shall remain in effect during the term of the collective bargaining agreement of which it is a part, except that the Company reserves the right to modify or rescind this Plan whenever any federal, state, or other law affecting employees of the Company and relating to benefits for injury or sickness is changed, if any such change would increase the obligation of the Company under this Plan.

UNION BULLETIN BOARDS

(88) Placing of Bulletin Boards and Limits on Use

The Company will provide bulletin boards in the office which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
5. Notices of general Health and Safety matters that are educational or informational, provided that such notices have prior approval for posting by the Local Joint Health and Safety Committee.
The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

**CHANGE OF ADDRESS**

(91) Notification Change of Address

Employees shall notify the Management of any change of address.

Within thirty (30) days after the ratification of this Agreement and every six months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

**WAGES**

(94) Wage Rate and Classification Information

UAW wage rate and classification information will be furnished to the International Union for its use and for distribution to the Local Unions. The wage rate and classification information is to be treated in confidence by the International Union and the Local Unions.
(95) Rates for New Jobs

(a)--When a new job is placed in the Unit and cannot be properly placed in an existing classification, the Company will set up a new classification and rate for that job. A written notice of the classification, rate and effective date of the classification and rate will be given to the International Union.

(b)--If the International Union disagrees with the new classification or the rate, the International Union may notify the Company, and the International Union and the Company shall thereafter negotiate the protested classification or rate. If a rate is negotiated that is higher than the rate established by the Company, the negotiated rate shall be applied retroactively not more than 30 days from the date of settlement.

(c)--If the International Union does not notify the Company, as provided in Subsection (b), the classification and rate shall be deemed to be satisfactory to the International Union and there shall be no appeal thereafter.

(96) Performance Reviews

Management will review the performance and behaviors of every employee at intervals of not more than once each year. Reviews will be conducted, as part of the Company’s performance, leadership and development process, on a calendar year basis and will be completed by the end of the first quarter following the close of the preceding calendar year. Where an employee is laid off, on leave of absence, or absent because of an extended illness, such periods will not be included in the one-year review
period. Management will inform the employee of the results of this review. The employee will be required to sign a copy of the Performance Review form as acknowledgement that he has received a review. Upon request, the employee will be provided a copy of the Performance Review.

In the event an employee’s performance and/or behaviors, as shown by the review are such that, he would not be granted a satisfactory review, Management will discuss the results of the review with the employee. The employee may request the Steward be present during this discussion. Should the employee and the Union disagree with the review, the Union may file a grievance at the second step of the Grievance Procedure.

CONCLUSION

(97) Withdrawal of Demands and Separability of Provisions

(a)--Withdrawal of Demands

This Agreement replaces all previous agreements between the parties.

Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter
of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment, supplemental agreement or otherwise.

(b) -- Separability of Provisions

(i) In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.

(ii) Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

(98) Ratification

The Union agrees to submit the Agreement to the Union membership in the plants covered by the Agreement for ratification by them on or before December 16, 2019, and the International Union and its Local Unions in these plants will recommend to the membership that it be ratified.
(99) Termination and Modification

This Agreement shall continue in full force and effect until 11:59 P.M., September 14, 2023.

(a)--If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to September 14, 2023, give written notice of its intention as provided in Section (100). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 P.M., September 14, 2023.

(b)--If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 P.M., September 14, 2023, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days’ written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 14 of any subsequent year.

(100) Notice

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, 8000 E. Jefferson Avenue, Detroit, Michigan, 48214, or to such other address as International Union, United Automobile, Aerospace and Agricultural Implement
Workers of America shall furnish to the Company in writing, and if to the Company, addressed to FCA US LLC, 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766, attention, Secretary, or to such other address as FCA US LLC shall furnish to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, in writing.
INTERNATIONAL UNION
UNITED AUTOMOBILE,
AREOSPACE AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA (UAW)

Rory L. Gamble
Jimmie Williams
Cynthia Estrada
Bill King
Shawn Fain
Cathy Stoey
E. Lee Bainter
Patrick Byers
Paul Caucci
Troy Davis
Harvey Hawkins, Jr.
Cherylene Hough
Stacie Steward
Rebecca Suell
Nathaniel Martin
Mark Taylor
Andy Ackles
Chuck Anderson
LaTonya Baker
Patrick Cooper
Mona Copeland
Mark Dickow
Joe Ferro
Mike Godlewski
Demetria Gordon
Frank Grace
Jeff Jarema
Loreese Lee
Kenneth Morrast
Gary Reid
Doug Rice
Sue Robles
Leinda Schleicher
Mike Spacil
Steve Stahl
Greg Stoey
Edgar Torres
Tim Ferguson
Tammy Wiser
Brian Cottingham
Lorenzo Jamison, Sr.

FCA US LLC

Mark Stewart
Linda Knoll
Scott Garberding
Alisa Nagle
Glenn Shagena
Roy Richie
Mike Spoons
Chuck Oxender
Larry Hall
Jim Thomas
Brad Thompson
Brian Beaumont
Cassandra Saunders
Darlene Haas Awada
Debbie Bogart
Debbie White
Dee Klimek
Hank Murawski
Jim Bante
Kristi Mandoky
Lamar Harris
Meredith Hall
Mike Stamper
Rhonda Duquette
Sandra Shaw
Steve Perrott
Thomas Rolands
Wendy Woo
Alvin Bowman
Anne Stebbins
Annette Miller
Annette Smith-Worthy
Antionette Humphrey
Bennie Simms
Bill Schmidt
Bob Hogan
Brandon Lerdhal
Brent Hartz
Carla Ratakczak
Carrie Marvin
Charles Azu
INTERNATIONAL UNION
UNITED AUTOMOBILE,
AREOSPACEx AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA (UAW)

Matt Jarvis
Mike Kalman
John Markovski
Scott Moldenhauer
Venus Paul
Terry Perrino
Mario Richards
Jerry Witt

FCA US LLC
Colleen McBrady
Crystal Pluscinski
Dan Hutchison
Darren Beadow
Eric Miller
Evonne Szydlowski
Gayle Salisbury
Greg Gomolak
Helen Scott
Jackie LePore
Jaime Miller
James Parker Jr.
Janine Lamontagne
Jerry Perez
Jodi Tinson
Justin Fox
Kevin Waszak
Kris Marcath
Lucy McNally
MacKenzie Chesley
Maria Darbonne
Matt Young
Mike Ritacca
Mike Zubrzycki
Mitch McQuillan
Myrlene Gелиbert-Busch
Nate Lewis
Paul Kilcline
Paula Diehl
Phil Lewis
Rick Siemen
Scott DeClaire
Sean Mather
Shawn Searcy
Sue Holston
Susan Alonzo
Susan Schroeder
Tammy Forman
Velisa Jordan
Walt Bartels
Wayne Laubach

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This Memorandum of Understanding supplements the current National Office and Clerical and National Engineering Agreements between FCA US LLC and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), and certain of its Local Unions as follows:

(1) Salary Grade Systems
Salary grades are numbered in a consecutive series for all classifications. Automatic Progression increases have been provided for all grades.

(2) Progression
Employees from minimum of the wage range, but less than the maximum weekly wage, will receive a wage progression increase amount of 3% annually once the employee has earned twelve (12) months of credited service since his last increase, provided it does not exceed the maximum weekly wage for that salaried grade. Employees within three percent (3%) of the maximum salary rate will be eligible for a combination increase and lump sum payment totaling three percent (3%). Employees who have received either a Phase-up or a Promotional increase during the eligibility year are not eligible for a wage progression increase. For the purpose of computing progression increases, credit will be earned only for those months in which an employee works the majority of workdays in the month. Days worked will include regular vacations and all days actually worked in the Monday through Friday workweek.
Overtime days for which Salary Continuation payments are made, or other absence will not be considered as days worked.

(3) **New Hires**

An employee will be hired at the minimum of his classification unless Management determines that an employee’s qualifications and experience warrant a higher salary. For New Hire progression purposes, Letter 236 Salaried Bargaining Unit New Hire Plan shall apply.

(4) **Transfers--Intra-Plant**

An employee transferred within a plant or office in the same bargaining unit or under the provisions of the Group Layoff Procedure regarding the placement of certain laid off Engineering employees will be transferred in accordance with the following provisions:

**(a)--Within the same grade.** An employee transferred from one classification to another classification in the same grade will be transferred at the employee’s current salary and all credited time accrued in that grade will be applied for progression within the progression range.

**(b)--To a higher grade.** (i)--An employee promoted from one grade to a higher grade will be paid not less than the minimum of the higher grade. If such increase is less than four percent (4%) for an employee promoted to grades 2 through 8, the employee’s salary will be increased to provide at least a four percent (4%) increase. If such increase is less than five percent (5%) for an employee promoted to grades 9 through 18, the employee’s salary will be increased to provide at least a five
percent (5%) increase. Notwithstanding any of the foregoing, in no case will the employee’s salary be increased above the maximum for the grade to which the employee is promoted. The employee will begin a new progression period effective with the date of transfer.

Employees who received either a Phase-up or a Promotional increase during the eligibility year are not eligible for a wage progression increase.

(i)--The provisions of Section (4)(b) are applicable only to an employee’s initial promotion to a higher grade. Accordingly, Section (4)(b) is not applicable to an employee who, as the consequence of a reduction in workforce, is transferred from one grade to a lower grade and who is subsequently transferred either to a higher grade lower than the highest grade previously held or to the highest grade previously held provided the time lapse between the transfer to a lower grade and the transfer to the higher grade does not exceed five (5) years. In such a case the employee’s salary is to be determined with reference to the applicable Sections excluding Section (4)(b).

(ii)--A salary increase calculated as provided in Section (4)(b) will also be applicable to an employee who is reclassified from a classification in one grade to a classification in grades 2 through 18 as the result of a determination that the work performed by the employee warrants the application of such higher classification.

If Management determines that an employee’s qualifications and experience warrant a salary higher than the salary resulting from the application of
Section (4)(b)(i) above, they may at their discretion increase the employee to a higher salary in the new grade.

(iii)--Temporary transfer. When an employee is assigned for a temporary period to a job which is classified on a higher salary grade than the employee’s regularly assigned job and such temporary assignment exceeds one (1) week, the following provisions shall be applicable:

(1)--Temporary job assignments are intended to cover such situations as coverage for fluctuations in workloads, replacements for employees who are absent from work because of vacations, short-term illness or other short-term leaves of absence.

(2)--An employee so transferred will be advised in advance of the temporary nature of such assignments and will be reclassified to the higher classification and grade, and the employee’s salary rate shall be adjusted in accordance with Section (4)(b)(i) of the Salary Grades and Progression Application Supplement.

(3)--An employee who is transferred to a temporary position which is on a higher grade and who within one hundred twenty (120) days of such transfer is transferred again to the grade from which the employee was transferred shall, upon transfer to such lower grade, receive the same salary the employee received in the lower grade immediately prior to the employee’s transfer. If an employee is eligible for additional progression increases, upon transfer to the lower grade, the time spent in the higher grade will be credited toward completion
of the required credited time toward the next progression increase in the lower grade.

(4)--An employee who is transferred to a temporary position and who exceeds one hundred twenty (120) days on such job and is then transferred to a lower grade shall have the employee's rate determined in accordance with Section (4)(c), to a Lower Grade, of the Salary Grades and Progression Application Supplement.

(c)--To a lower grade. An employee transferred from one grade to a lower grade will be transferred:

1. At the same salary if the employee’s current salary falls within the progression or merit range of the lower grade and a new progression period begins effective with the date of transfer.

2. To the maximum salary of the lower grade if the employee’s current salary exceeds the maximum.

3. An employee who is transferred to a higher grade and, at the employee’s own request, is transferred again to the grade and classification from which the employee was promoted, shall receive the same salary earned in the lower grade immediately prior to promotion and the time and salary on the higher grade shall not be used for subsequent transfer and salary determination.

4. An employee who is transferred to a higher grade and classification and who, within six (6) months of such transfer, is transferred again to the grade and classification from which the employee was promoted due to the employee’s inability to satisfactorily perform the work of the higher grade,
shall, upon transfer to such lower grade and classification, receive the same salary the employee earned in the lower grade immediately prior to his promotion and the time and salary on the higher grade shall not be used for subsequent transfer and salary. If the employee is eligible for additional progression increases, upon transfer to the lower grade, the time spent in the higher grade will be credited toward completion of the required credited time toward the next progression increase in the lower grade.

(d)--To a higher grade previously held. An employee transferred to a higher grade previously held by the employee shall be transferred either at the same salary earned when previously on the higher grade, or at the employee’s present salary rate, whichever is higher, and shall receive credit for time accrued toward the next progression increase that the employee earned when previously employed on the higher grade, provided the employee was actively employed on the higher grade within the past five (5) years.

(e)--To a higher grade lower than the highest grade previously held. An employee transferred to a higher grade which is lower than the highest grade previously held by the employee in the past five (5) years shall be transferred at the salary earned when previously employed on the highest grade, but not to exceed the maximum of the new grade, or at the employee’s present salary, whichever is higher, but the employee will not be credited with any accrued progression time.

(f)--To a grade higher than any grade previously held. An employee transferred to a grade higher than
any grade previously held shall be transferred in accordance with Section (4)(b), Transfers--Intra-Plant. The salary to be used in calculating the new rate shall be the higher of either the employee’s present salary or a salary determined in accordance with the salary earned in the highest grade previously held, provided the employee was actively employed on that grade within the past five (5) years.

(g)--Reinstatement from layoff. An employee reinstated from layoff, either hourly or salary, at a plant or office or bargaining unit from which the employee was previously laid off, shall be paid a salary determined in accordance with Section (4), Transfers--Intra-Plant.

An employee recalled from layoff to the same classification and job at a plant or office or bargaining unit from which the employee was previously laid off shall have the employee’s salary at time of recall determined in accordance with the salary earned when previously employed on the classification and job, provided the employee was actively employed on the classification and job within the past five (5) years. If the employee has not been actively employed on the classification and job within the past five (5) years the employee’s salary shall be determined in accordance with Paragraphs (a), (b) or (c) of Section (5), Transfers and Placements--Inter-Plant.

(5) Transfers and Placements--Inter-Plant

An employee transferred from one plant or office to another plant or office or from one bargaining unit to another bargaining unit [except, (a) those employees transferred with their operations under the provisions of the National Agreement, (b) employees transferred under the provisions of the Group Layoff
Procedure regarding the placement of certain laid off Engineering employees, (c) employees laid off from one plant, office or bargaining unit and hired or subsequently reclassified at another plant, office or bargaining unit on a same classification which they held in the past five (5) years at the former plant, office or bargaining unit, or (d) employees recalled to their former plant, office or bargaining unit in line with their seniority will have their salary determined in accordance with Section (4), Transfers--Intra-Plant or an employee laid off from one plant or office and hired at another plant or office or laid off from one bargaining unit and hired at another bargaining unit, shall be transferred or hired in accordance with the following provisions:

(a)--An employee whose salary at the time of transfer or layoff was less than the top progression rate for the new grade shall be paid a salary determined in accordance with the foregoing provisions of Section (4), Transfers--Intra-Plant.

(b)--The salary of an employee whose salary at the time of transfer or layoff was in excess of the top progression rate and not in excess of the midpoint of the new grade shall receive the employee’s present salary.

(c)--An employee whose salary at time of transfer or layoff was in excess of the midpoint of the salary range of the grade to which the employee is being transferred or reinstated shall be reduced to not less than the midpoint, unless the top progression rate exceeds the midpoint in which event the employee shall be paid either the employee’s current salary, if it is at or below the top progression rate, or not less than the top progression rate if the employee’s
current salary is above the top progression rate. A salary above the midpoint of the grade may be authorized where Management determines that the employee’s qualifications and experience warrant a higher salary. In no case shall an employee be paid a salary in excess of the maximum salary for the grade.

(d)--To a higher grade previously held. The salary earned by an employee when previously employed in the higher grade shall be used in determining the appropriate salary upon transfer or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the grade within the past five (5) years.

(e)--To a grade higher than any grade previously held. The salary earned by an employee in the highest grade previously held shall be used in determining the appropriate salary upon reclassification or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the grade within the past five (5) years.

(f)--To a higher grade which is lower than the highest grade previously held. The salary earned by an employee when previously employed in the highest grade shall be used in determining the appropriate salary upon reclassification or hire from layoff under the provisions of Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the highest grade within the past five (5) years.

(g)--Subsequent reclassification to a higher grade which is lower than the highest grade

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previously held. An employee who is reclassified, subsequent to initial entry at a plant or office, to a higher grade which is lower than the highest grade previously held at a former plant or office shall be paid a salary determined in accordance with Paragraphs (a), (b) or (c) above, provided the employee was actively employed on the highest grade within the past five (5) years.

(h)--Reinstatement from layoff. An employee reinstated from layoff, either hourly or salary, at a plant or office or bargaining unit other than the one from which the employee was laid off shall be paid a salary determined in accordance with Paragraphs (a), (b) or (c) above.

(6) New Career Fields and Transfers from Hourly to Salary

(a)--If an employee transfers to a classification which would represent a new career field for the employee and such transfer results in a rate of pay in excess of that of employees who are on the classification to which the employee is transferring, then, notwithstanding Sections (4), (5), and (6)(b) of this Supplement, if the effectuation of such a transfer depends solely on the rate of pay the employee will receive, Management and the Union may agree to transfer the employee at a rate of pay lower than the employee's current rate. For purposes of this Section (6)(a), transfers from hourly to salary may be considered as transfers to a new career field and Management may apply the provisions in this Section (6)(a) in establishing the employee’s new salary rate.

(b)--The equivalent base salary of an employee transferred from hourly to bi-weekly salary status will
be determined by multiplying the employee’s base hourly rate, exclusive of any premiums, by forty (40) (number of hours in a workweek). The equivalent base weekly salary, thus determined, shall be used to establish the employee’s salary at time of transfer in accordance with Section (6)(a) above, or with Section (5 ), Transfer and Placements--Inter-Plant, whether the transfer is Inter-Plant or Intra-Plant. The salary conversion of the maximum base rate of the hourly classification shall be used to determine if an employee is transferring to a higher, same, or lower grade.

(7) **Effective Date of Progression Increases**

Progression increases become effective on the first regularly scheduled working day of the bi-weekly pay period beginning nearest to the first of the month as set forth in the attached table.

(8) **Salary Earned in a Prior Grade**

Whenever there is reference in this Supplement to a salary earned in a prior grade it will be presumed to include any general increase, or special adjustments which became effective since the last date the employee involved earned the former salary on the prior grade.

Very truly yours,
FCA US LLC

Accepted and Approved:
INTERNATIONAL UNION, UAW
MEMORANDUM OF UNDERSTANDING
UNION DUES DEDUCTIONS

This Memorandum of Understanding dated December 16, 2019 between FCA US LLC (hereinafter referred to as the “Company”) and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW (hereinafter referred to as the “Union”) supplements the 2019 Salaried Agreement.

WHEREAS, the Company and the Union wish to set forth certain understandings with respect to the deduction and remittance of Union membership dues (which term, as used herein, shall include, where appropriate, Union initiation fees);

NOW, THEREFORE, pursuant to Section (12) of the above-mentioned Agreements, it is hereby agreed as follows:

(1) DELIVERY OF EXECUTED FORM. A properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Personnel Department at the employee’s plant by the designated financial officer of the Local Union before any payroll deductions are made, except as to employees whose Authorizations have heretofore been so delivered and those whose authorizations appear in their “Enrollment Form”. The plant management shall notify the designated financial officer of the Local Union of the identity of the Personnel Department representative to whom such Authorization for Check-Off of Dues forms are
to be delivered. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is improperly executed or in error will be returned to the designated financial officer of the Local Union by the Local Management.

(2) WHEN DEDUCTIONS BEGIN. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms that have been delivered to the respective Local Managements on or before the ratification of the above-mentioned Agreements shall begin with the month following the month in which said Agreements are ratified.

(3) DELIVERY OF ADDITIONAL CHECK-OFF CARDS. Thereafter, on or before the fifteenth (15th) day of each succeeding month the Local Union shall furnish Local Management with any additional executed Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted beginning with that month. If the Union membership dues and initiation fees which are due and owing for the initial month are not deducted in that month, such dues and initiation fees shall be deducted in the following month, provided employee has sufficient net earnings to cover such deduction.

(4) PAY PERIOD IN WHICH DEDUCTION IS MADE.
   (a) After receipt of the Authorization for Check-Off of Dues form, Union membership dues, if any, for the current calendar month shall be deducted from the pay received by the employee for the first pay period ending in the calendar month. If an
employee does not have sufficient net earnings in the first pay period ending in the month, a Union membership dues deduction shall be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction.

(b) Union membership dues deductions shall be made as provided herein, for employees who return to work after absences of less than one (1) year, provided they previously have properly executed Authorization for Check-Off of Dues forms that remain in effect at the plant. New Authorization for Check-Off of Dues forms shall be furnished with respect to employees (i) who are absent from work in the plant for a period of one (1) year or more or (ii) who are employed in a plant represented by a Local Union other than the one to which they previously paid Union membership dues.

(5) OTHER DUES DEDUCTIONS. If an employee does not have sufficient net earnings for the deduction of dues as provided in Paragraph (4) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings after all other authorized deductions to cover the Union membership dues, and provided the designated financial officer of the Local Union gives notice in writing to the designated representative in the Plant Personnel Department specifying the employee, the employee’s C-ID, the amount to be deducted and the month or months for which the deductions are to be made. In the event an employee is laid off and does not have regular dues deducted in any pay period ending in a calendar month, Union membership dues deductions in the amount of one (1) hour straight time
pay or such other amount as may be established as dues for each such employee will be deducted from the first Regular Supplemental Unemployment Benefit payment issued to such employee in the following month and in each succeeding month following a month in which regular dues were not deducted. Dues deductions pursuant to this Paragraph will be made only if there is for each employee a properly executed Authorization for Check-Off of Dues form in effect for the month or months for which and in which said deduction is to be made. No dues deduction under this Paragraph shall be made for any month more than twelve (12) months prior to the month in which the designated financial officer of the Local Union gives notice in writing.

(6) REFUNDS. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, the Authorization for Check-Off of Dues form, applicable statutes, or the terms of this Memorandum of Understanding refunds to the employee will be made by the Local Union.

(7) REMITTANCE OF DUES TO FINANCIAL OFFICER.

(a) Deductions made in the first pay period ending in the calendar month, together with the deductions made in the second and succeeding pay period ending in the preceding calendar month, shall be remitted to the designated financial officer of the Local Union by the twenty-fifth day of that calendar month; provided, that in the event that the twenty-fifth day of a calendar month falls on a Saturday or Sunday, remittance will be not later than the Friday preceding such twenty-fifth day of the month. Prior
to the end of each month the Company will furnish to the designated financial officer of the Local Union a list of the names and addresses of those employees for whom the Union has submitted properly executed Authorization for Check-Off of Dues forms showing the employees for whom Union membership dues deductions have and have not been made for pay periods beginning with the second pay period in the prior month through the first pay period in the current month and showing the total number of months of dues deductions on the list.

(b) If, upon examination of the list, the designated financial officer of the Local Union believes that properly executed Authorization for Check-Off of Dues forms were furnished on behalf of employees whose names do not appear thereon, the designated financial officer may submit the names of those employees by letter to the Corporate Salary Payroll Department with a copy to the designated representative of the Plant Personnel Department, together with a request that Union membership dues deductions for the applicable month be made with respect to those employees, and if the employees have properly executed such forms, the deductions shall be made in the succeeding deduction period.

(8) TERMINATION OF CHECK-OFF. An employee who loses seniority for any of the reasons specified in Section (42) of the applicable Agreements or who is transferred to work outside the bargaining unit, shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the loss of seniority or transfer took place. The designated financial officer of the Local Union will be notified.
by Management of the names of such employees following the end of each month in which the event took place.

(9) DISPUTES CONCERNING CHECK-OFF. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative designated by the Local Union and a representative designated by the Local Management. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board, whose decision shall be final and binding on the employee, the Union and the Company. Until the matter is disposed of, no further deductions shall be made.

(10) LIMIT OF COMPANY’S LIABILITY. The Company shall not be liable to the International Union or its Locals by reason of the requirements of the applicable Agreements or this Memorandum of Understanding for the remittance or payment of any sum other than that constituting actual deductions made from wages or salaries earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

(11) LIST OF MEMBERS PAYING DUES DIRECTLY. The Local Union will furnish Local Management, within fifteen (15) days after the effective date of the applicable Agreement and thereafter the names of all members paying dues directly to the Local Union.

(12) LIMIT ON INITIATION FEE. The initiation fee for membership in the Union shall not exceed the limits the Constitution of the International Union
prescribes at the time the employee becomes a member.

(13) **DISPUTES CONCERNING MEMBERSHIP.** Any dispute arising as to an employee’s membership in the Union shall be reviewed by a representative designated by the Local Management and a representative designated by the Local Union, and if not resolved may be decided by the Appeal Board through the Grievance Procedure.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW
By Cynthia Estrada

MEMORANDUM OF UNDERSTANDING
SENIORITY ATTAINMENT

Memorandum of Understanding dated December 16, 2019, between FCA US LLC and the INTERNATIONAL UNION, UAW.

In interpreting Section (38) (a) of the current Office and Clerical and Engineering Agreements, a probationary employee acquires seniority at the completion of his shift on his 120th day of employment, provided however:

1. If he works any part of the 120th day and is laid off on that day, he will be considered a seniority
employee. If he is discharged before the end of his shift on the 120th day, he will be considered a probationary employee.

2. Days lost during the probationary period for the following reasons will not be considered as “days of employment”.

   a. Any period of five (5) or more consecutive normal days on which the employee does not work such as layoffs, temporary adjustments, non-occupational disability, or personal absence or any combination thereof.

   b. All days lost due to a strike or other interference with operations whether authorized or not.

   c. All days lost due to disciplinary layoff.

THE FOLLOWING INFORMATION AND ILLUSTRATIONS ARE INTENDED TO ASSIST THE PLANT PERSONNEL DEPARTMENTS IN APPLYING THE REQUIREMENTS OF THE MEMORANDUM OF UNDERSTANDING DATED DECEMBER 16, 2019, BETWEEN FCA US LLC AND THE INTERNATIONAL UNION, UAW, RELATIVE TO SUB-SECTION (38) (a) OF THE CURRENT OFFICE AND CLERICAL AND ENGINEERING AGREEMENTS.

INFORMATION

1. When considering days of employment for the completion of an employee’s probation period, all calendar days such as Saturdays, Sundays and holidays are counted as days of employment.

2. Casual absence is counted towards completion of the probationary period provided the absence is for less than five (5) consecutive normal working days.
3. Employees separated during their probationary periods for other reasons such as occupational disabilities arising out of their employment with the Corporation or military service should be handled in accordance with other terms of the National Agreements.

ILLUSTRATIONS

1. A probationary employee whose 120th day of employment falls on a holiday, or Saturday, or Sunday fails to report for work within five (5) consecutive normal working days following the holiday, or Saturday, or Sunday. He is considered a probationary employee as of the last day worked.

2. An employee attains 119 days of employment on Wednesday, is subsequently absent for six (6) consecutive working days and is terminated. He is considered a probationary employee as of the last day worked, Wednesday.

3. A probationary employee completes his 119th day of employment on Wednesday, the day before a holiday. Upon his return to work as scheduled on Friday, he will be considered a seniority employee as of the completion of his shift on Thursday, as though he had worked the day of the holiday.

4. A probationary employee completes his 119th day of employment on the day before an extended holiday period. Upon his return to work as scheduled following the holiday period, he will be considered a seniority employee as of the completion of his shift on the 120th day and will be considered to have seniority as of the holiday or holidays falling after his 120th day of employment.
5. A probationary employee completes his 119th day of employment on a Friday. Upon his return to work on Monday, he will be considered a seniority employee as of the completion of his shift on the preceding Saturday, as though he had worked.

6. An employee attains 119 days of employment on Wednesday, and is subsequently absent on Thursday, Friday, Saturday, Sunday and Monday. Since the absence was less than five (5) consecutive normal working days, upon his return to work on the following Tuesday, he will be considered a seniority employee as of the preceding Thursday.

7. An employee attains 119 days of employment on Wednesday, is subsequently absent for five (5) consecutive working days and reports for work on the sixth working day. He attains his 120th day of employment at the completion of his shift on Thursday, the sixth working day, and his seniority date is adjusted accordingly.

8. A probationary employee’s 120th day of employment falls on a Saturday or Sunday. He is absent from work on the previous Friday, and Monday thru Friday of the following workweek. He reports for and commences work on the Monday following his absence. Since he was absent for five (5) or more consecutive normal working days, he is considered a seniority employee effective the Monday he returns to work and his seniority date is adjusted accordingly.

9. A probationary employee’s 120th day of employment falls on Monday. On that Monday the plant is notified by the employee of his illness. The
employee reports to work on the following Monday. Since he was absent for five (5) or more consecutive working days, the employee is considered a probationary employee on the Monday he returns, and attains his 120th day at the completion of his shift that Monday and his seniority date is adjusted accordingly.

INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA

By Cynthia Estrada

FCA US LLC

By Glenn Shagena

M-5

MEMORANDUM OF UNDERSTANDING
SECTION (4) INVESTIGATIONS

It is agreed the Chairman of the Local Union or Unit Civil Rights Committee and any Committee member(s) designated by the Chairman to investigate a claim of discrimination arising under Section (4) of the National Salaried Agreement will be seniority employees at work in the unit in the plant or office.

Investigations of claims pursuant to Section (4) will be conducted in the following manner:

1. The President of the Local Union will notify the Personnel Manager in writing of the names of the Chairman and members of the Local Committee
before any of them may be designated to make an investigation of a claim of discrimination pursuant to Section (4). The Local Committee shall meet semi-annually with the Personnel Manager or his designated representative, and if not on a fulltime leave of absence for Union business, and if working in the plant or unit, shall receive pay from the Corporation at their regular rate for time spent in such meeting that they would otherwise have worked in the plant or unit.

Any replacement of the Chairman or member(s) of the Committee will not be made more often than once each six (6) months, except in the case of an indefinite layoff, extended leaves of absence, or loss of seniority of an employee whose name had been previously listed. In proper cases, exceptions may be made.

2. A grievance claiming a violation of Section (4) will follow the normal steps of the grievance procedure up to and including the submission to the Appeal Board.

3. The Local Union President will notify the Personnel Manager of the date and time the investigation is to be conducted and the identity of the Committee Member who has been authorized to make the investigation. Such notice will be given on a “Fair Employment Practices Investigation Form”. (See sample form attached) In cases of amalgamated union locals, telephone notifications from the Local Union President can be accepted and the Investigation Form signed by the Unit President or Chairman.
4. The Chairman or the member of the Committee designated to conduct an investigation pursuant to Section (4), will be permitted to leave his or her job to conduct the investigation with the understanding that such investigation will be conducted in a prompt and expeditious manner without interfering with orderly and efficient operations. The member of the Committee designated to make the investigation pursuant to Section (4), will have in his possession the “Fair Employment Practices Investigation Form”, signed by the Local Union President or the Unit President or Chairman in accordance with paragraph 3 of this Memorandum and the Labor Relations Supervisor. The employee’s supervisor will record on the form the time the employee left his job and the time he returned from the investigation. Both the supervisor and the employee will sign the form. Distribution of the completed form will be made as indicated on the form.

5. The Union and the Corporation have determined that specialized training involving the investigation and handling of employee complaints concerning alleged violations of Section (4) would be beneficial to local Civil Rights Committees. It is, therefore, agreed that the National Training Center will develop and provide such training under the direction of the Joint Activities Board.

6. Complaints concerning the implementation of this Memorandum may be raised at a “meeting” of the National Equal Application Committee as defined in Letter (116) of the Production and Maintenance Agreement.
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS CHRYSLER OF AMERICA CORPORATION

By Leonard J. Paula By Robert F. Whitcher
TO: Labor Relations Supervisor

Please be advised that the below named employee, a member of the Local Union or Unit Fair Employment Practices Committee, is authorized to investigate Grievance # pursuant to Section (4) of the National Office and Clerical or Engineering Agreement.

_________________________________________________________
(FEP Investigator)

Please return a copy of this form to me indicating the amount of time (to the nearest tenth of an hour) for which this employee was not paid by the Corporation.

_________________________________________________________
President of Local Union                                (Date)
_________________________________________________________
Labor Relations                                               (Date)

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<td>Time Elapsed:</td>
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Total Hours

_____________________________________________________________________
Supervisor
_____________________________________________________________________
FEP Investigator (employee)

cc:      Labor Relations
Supervisor
Local President
Regional Union Rep.
FEP Investigator
MEMORANDUM OF UNDERSTANDING
NEW TECHNOLOGY

During these negotiations the Union expressed concern with regard to new and advancing technology and the impact that it may have on the represented workforce. The Company is mindful of the Union’s concern regarding the scope and work content of job classifications of represented employees and is confident that mutually agreeable ways to evolve the bargaining unit with new and advancing technologies can be found.

The Union has also voiced concern about the possibility the new, technologically impacted bargaining unit work will not be awarded to represented employees because they are insufficiently trained to perform it. In view of the parties’ interest in affording maximum opportunity for employees to progress with new and advancing technology, the parties shall review skill requirements and ensure that employees’ skill levels match work assignment requirements. The parties will identify appropriate specialized training programs so that employees will be capable of performing new or changed work normally performed by represented personnel. The parties shall also attempt to address issues where employees, despite their best efforts, are unable to adequately adapt their skills to changes resulting from advancing technology.

During these negotiations, the parties have recognized that technological progress, better tools, methods, processes, equipment or materials have improved the quality of work life and standard of
living for all employees, as well as the Company’s competitive position. Over the years, the scope and work content of job classifications of both represented and non-represented employees have been changed by the methods and processes associated with technological progress.

Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union. It is not the Company’s policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location or unit. The Company recognizes that mere novelty or sophistication of new technology alone is not grounds for withdrawing work from represented employees. At the same time, it is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including dividing that work function into multiple functions will not serve to shift the work function from represented to non-represented employees.

In this regard, the National Committee (comprised of an appropriate number of Union and Management members of the current Job Security, Operational Effectiveness and Sourcing Committee) will meet bi-annually. The meeting will be scheduled within the 1st and 3rd quarters annually for the term of this Agreement and will include the Head of Manufacturing Engineering or his designee, the Head of Press Shop and Dies or his designee, the Head
of Product Development or his designee and the Head of Design Integrity or his designee. The intent of the meeting will be to discuss the development of new technology, methods and processes at the Corporate level and its possible impact upon the scope of the bargaining unit. Topics of this meeting will include review of alternative propulsion and autonomous vehicles not yet introduced, currently within the FCA development process and upcoming launches of programs to be manufactured at FCA-UAW facilities. Additionally the following items may be evaluated and discussed in this meeting:

- Integrated Control Work
- HMI Programming
- Additive Manufacturing
- Augmented, Virtual, or Immersive reality instructions, development, government certifications, validation, design, editing
- Vision Systems
- Autonomous vehicle design, testing, manufacturing, and support
- Certain Industrial Engineering work
- Any additional work functions effected by new or advanced technology
- Any additional changes agreed to by the parties
The parties understand that list, while not exhaustive may be representative of workplace changes which could impact bargaining unit work and are aware of the importance that communication of such new or advanced technologies has at the UAW-FCA facilities. To that end, the Local Parties will be invited as required to provide input to the National Committee as they work through their discussion topics.

The parties may also discuss other matters concerning new or advanced technology as well as opportunities for additional value added business which could be undertaken on a competitive basis for redeployment of employees impacted by new technology that may be referred by local unions or by local managements as well as any claims of erosion of the bargaining unit, occasioned by the introduction of new technology. The parties will also discuss other matters concerning new or advanced technologies that may be referred by UAW Sourcing Representatives as issues arise in their day-to-day interaction with their respective platforms.

In addition, the Company agrees to continue to provide advanced written notification to the International Union and the impacted Local Unions at a location planning the introduction of new or advanced technology before the implementation of such technology so as to permit meaningful discussions of its impact, if any. Examples of situations where notification should be given are:

A. The first introduction of a technology as compared to previously existing plant or unit technology.
B. Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

C. Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The written notification will describe the technology involved, the anticipated impact on the Bargaining Unit, the equipment being introduced, its intended use and the anticipated installation date(s).

The Local Plant Management Representatives shall meet with the Local Union Representatives to review the various matters of concern relative to the introduction of the new technology involved.

During those discussions the Unit Chairman/President shall include, as appropriate and necessary, other Local Union Representatives such as the Local Union President or a representative from the Local Technical Training Committee, in order to review the various matters of concern relative to the introduction of the new technology involved. In the event the introduction of technology eliminates current jobs, the parties may explore redeployment opportunities for affected employees to meaningful assignments including regular productive assignments and “non-traditional” work, and/or identify opportunities for additional value added business which could be undertaken on a competitive basis.

Likewise, the Local Management Representatives shall include representatives from appropriate functions, including, but not limited to, Manufacturing Engineering, Industrial Engineering, Human
Resources, and Employee Relations in order to enhance meaningful discussions. Those discussions shall take place with all parties present as a group or separately according to individual disciplines as practicable.

Jointly, the Company and the Union shall seek to identify appropriate specialized training programs to afford maximum opportunity for employees to progress with advancing technology in order to allow present employees to perform work within the bargaining unit which is new or changed as a result of technological improvement.

In the event the Vice President and Director of the UAW FCA Department considers it appropriate, she may arrange a meeting with the Vice President of Employee Relations of the Company to discuss the impact of such technological changes and any proposed responses to such changes.

Any problems not resolved in such discussions may be submitted to the grievance procedure, or to any other procedure on which the parties may agree.

INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA

FCA US LLC

By Cynthia Estrada By Glenn Shagena

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MEMORANDUM OF UNDERSTANDING REGARDING THE SPECIAL ARBITRATION PROGRAM

WHEREAS, the parties have agreed to establish a Special Arbitration Program designed to provide an expeditious way of submitting to arbitration certain arbitrable grievances involving essentially factual disputes, which do not require contract interpretation, which do not involve the application of Section (5) of the National Agreement (hereinafter defined), and which were filed in writing not more than ninety (90) calendar days prior to the second step answer, as provided in Section (21) of the National Agreement; and

THEREFORE, it is agreed as follows:

Selection of Arbitrators
The arbitrator shall be the same as is established for Special Arbitration under the Production, Maintenance, and Parts Agreement, as described below.

The expenses and fees of the arbitrator shall be borne equally by the Company and the International Union, UAW. Fee schedules and cancellation charges shall be established by the National parties.

Guidelines
When a grievance is to be submitted for consideration hereunder, the following guidelines will apply:
(a) If, within three (3) working days of receipt of management’s second step answer, either the plant management or Local Union contends that an arbitrable grievance qualifies for the Program, a written request shall be submitted to the Chrysler Department of the International Union or to the Corporate Employee Relations Staff, as appropriate, asking that they agree to apply the Program to that grievance.

(b) Within ten (10) working days of receipt of the request, the Corporate Employee Relations Staff and the Chrysler Department of the International Union (i) will review the grievance to assure it qualifies for the Program and determine whether it would be beneficial to apply the Program to that particular grievance, (ii) will then notify plant management and the Local Union whether they have agreed to submit the grievance to Special Arbitration and, if so, the specific issue(s) upon which the arbitrator will be asked to rule, and (iii) determine the representatives of each party at the hearing. The Company and the International Union may also agree in proper cases to submit to Special Arbitration a qualified grievance that is at the Regional Review or Appeal Board Step of the Grievance Procedure.

(c) As soon as a grievance is approved for submission to special arbitration, it will be placed on the Facility Arbitration Docket, where no more than three (3) grievances may be submitted at any one time. Grievances placed on the Arbitration Docket will be scheduled for arbitration based on the date of grievance. No later than fourteen (14) calendar days after a grievance has been placed on the Local Arbitration Docket, the parties will make a joint request to the Federal Mediation and
Conciliation Service (FMCS) to provide a panel of seven (7) prospective arbitrators, each of whom shall be a member of the National Academy of Arbitrators. From the panel of seven (7) arbitrators, the Company and the Union shall alternately delete arbitrators until one (1) arbitrator remains and that person shall be the sole arbitrator to hear and decide the grievance. The party appealing the grievance to arbitration shall delete the first name. After receiving a panel from FMCS, the parties shall complete the selection process within thirty (30) calendar days. The parties will arrange to notify the selected arbitrator. Once selected, the parties and the arbitrator will arrange a time and date for the hearing to be held as soon as practicable but in no case longer than one hundred and eighty (180) days from the date the grievance was placed on the Arbitration Docket.

**Conduct of Hearing**

The hearing shall be conducted in accordance with the following guidelines:

(a) The hearing will be informal.

(b) No briefs will be filed or transcripts made.

(c) There will be no formal rules of evidence.

(d) In the interest of narrowing the issues in dispute and to preclude the introduction of new evidence or information not previously brought to the attention of either party the parties shall (i) meet at least twenty-four (24) hours prior to the scheduled hearing to exchange the names of witnesses to be called, citations to be used in connection with the hearing and review the respective positions of the parties, and (ii) jointly
prepare and present to the arbitrator at the beginning of the hearing a stipulation of those facts which are not in dispute.

(e) The case of each party will be presented by representatives previously designated by the Corporate Employee Relations Staff and the International Union. Normally, this will be the Labor Relations Supervisor and the Unit Chairman/President. The UAW Regional Representative and the Division Labor Relations Representative may also participate.

(f) The arbitrator will assure that all necessary witnesses and pertinent facts and evidence are presented to him by the representatives of the parties. In all respects, the arbitrator shall assure a fair and complete hearing.

(g) If the arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration, the case shall be referred without a decision to the Appeal Board and it shall be processed as though appealed on the date so referred in accordance with the regular procedure.

**Format of the Hearing**

The format of each hearing shall be as follows:

(a) Introductory remarks by the Company and Union setting forth their respective positions.

(b) Presentation of testimony by witnesses through direct and cross examination.
(c) Questions or call of witnesses by the arbitrator.

(d) Short summation by the parties.

**The Decision**

The arbitrator may issue a summary decision at the hearing. However, in each case the decision shall be issued in writing within seventy-two (72) hours after conclusion of the hearing. The arbitrator’s decision shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for the decision. The decision shall not form a precedent for any future cases or be used as a basis for settlement of any other grievances. The decision shall be final and binding upon both parties and shall not be subject to appeal under Section (31) of the National Agreement.

**Reference to Agreement**

The foregoing references to National Agreement have application to both the National Office and Clerical and National Engineering Agreements, as appropriate.

**Authority**

The arbitrator shall have the authority that Section (24) (c) of the current National Office and Clerical and Engineering Agreements grants the Appeal Board.

The Corporate Employee Relations Staff and the International Union may, in proper cases where the sole issue is the ability factor of the grievant, mutually agree to grant the arbitrator the authority to rule on the grievances filed pursuant to Sections
(16), (43), (44), (52), (53), (54), (59), (60) and (61) and Memoranda M-6 and M-10 of the National Agreements.

FCA GROUP LLC
By Glenn Shagena

INTERNATIONAL UNION, UAW
By Cynthia Estrada

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SALARY CLASSIFICATION AND GRADE SUPPLEMENT

This Memorandum of Understanding supplements the National Office, Clerical and Engineering Agreement between FCA US LLC (The Company) and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), and certain of its Local Unions dated December 16, 2019.

1. Apprentice Salary Schedule - Transfer Salaries

Classification No. 62000 - Apprentice - Tool Designer, and

Classification No. 63000 - Apprentice - Die Designer, and

Classification No. 66000 - Apprentice - Tool & Die Designer, and

Classification No. 63800 - Apprentice - Wood Model Maker, and
Classification No. 63900 - Apprentice - Plastic Model Maker, and

Classification No. 64000 - Apprentice - Die Model Making, and

Classification No. 65000 - Apprentice - Metal Model Body Builder

An employee transferring to a salaried apprentice classification shall be paid the salary of the classification held immediately prior to transferring to the apprentice classification or at the following salary:

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<th>Effective Date</th>
<th>Salary</th>
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<td>October 12, 2011</td>
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<td>September 17, 2012</td>
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<tr>
<td>September 16, 2013</td>
<td>$1,125.60</td>
</tr>
<tr>
<td>September 15, 2014</td>
<td>$1,125.60</td>
</tr>
</tbody>
</table>

whichever is lower, provided, however, that in no event will the starting salary be lower than the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 12, 2011</td>
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<td>$1,114.00</td>
</tr>
<tr>
<td>September 15, 2014</td>
<td>$1,114.00</td>
</tr>
</tbody>
</table>

and shall be paid that salary until the beginning of the first pay period following the pay period in which the employee shall be entitled to a higher rate according to the salary schedule for the employee’s apprenticeship classification and, thereafter, the employee shall be paid according to this salary schedule.
2. **Apprentice Salary Schedule - Stamping & Assembly Division**

Classification No. 62000 - Apprentice - Tool Designer and

Classification No. 63000 - Apprentice - Die Designer, and

Classification No. 66000 - Apprentice - Tool & Die Designer

The attached schedule is applicable only to apprentices on the above classifications and are based on the date of hire on the apprentice classification.

At the time of graduation, such apprentices will be paid the Graduation Rate in accordance with the applicable schedule effective date.

Apprentices on course on or after the effective date of this Agreement who are receiving the salary of the classification they held immediately prior to entering into apprenticeship shall be paid the new salary of the classification they held immediately prior to entering into apprenticeship until the beginning of the first pay period in which they would be entitled to a higher salary according to the Apprentice Salary Schedule. Thereafter, they shall be paid according to the applicable schedule, including Add-On if applicable.

Apprentices on course on or after the effective date of this Agreement who are receiving a salary adjusted in accordance with Section (1) of the Salary Classification and Grade Supplement shall be paid the salary adjusted in accordance with Section (1)
effective date until the beginning of the first pay period in which they would be entitled to a higher salary according to the Apprentice Salary Schedule. Thereafter, they shall be paid according to the applicable schedule, including Add-On if applicable.

**APPRENTICE SALARY SCHEDULE —**  
**STAMPING AND ASSEMBLY DIVISION —**  
**CLASSIFICATION NO. 62000 —**  
**APPRENTICE - TOOL DESIGNER, AND**  
**CLASSIFICATION NO. 63000 —**  
**APPRENTICE - DIE DESIGNER, AND**  
**CLASSIFICATION NO. 66000 —**  
**APPRENTICE - TOOL & DIE DESIGNER**

**Effective 10/29/2007**  
Apprentice Classifications 62000, 63000 and 66000  
Hired on or after 10/21/11

<table>
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<th>% of Base Salary</th>
<th>Apprentice Salary</th>
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<td>0 to 1000</td>
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</tr>
<tr>
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<td>$1,334.60</td>
</tr>
<tr>
<td>Graduation</td>
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**Effective 9/15/2008**  
Apprentice Classifications 62000, 63000 and 66000  
Hired on or after 10/21/11

<table>
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<tr>
<th>No. of Hours</th>
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<td>Graduation</td>
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<tr>
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</tr>
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### Effective 9/20/2010

<table>
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<tbody>
<tr>
<td>0 to 1000</td>
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</tr>
<tr>
<td>Graduation</td>
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<td>$1,334.60</td>
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</tbody>
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#### 3. Apprentice Salary Schedules - Apprentice Wood Model Maker Classification No. 63800, Engineering Office Classification No. 64000, Apprentice - Die Model Making and Classification No. 65000, Apprentice - Metal Model Body Builder

The attached schedules are applicable to apprentices on the above classifications and are based on the date of hire on the apprentice classification.
At the time of graduation, such apprentices will be paid the Base Salary in accordance with the applicable schedule effective date.

Apprentices on course on or after the effective date of this Agreement who are receiving the salary of the classification they held immediately prior to entering into apprenticeship shall be paid the new salary of the classification they held immediately prior to entering into apprenticeship until the beginning of the first pay period in which they would be entitled to a higher salary according to the Apprentice Salary Schedule. Thereafter, they shall be paid according to the applicable schedule, including Add-On if applicable.

Apprentices on course on or after the effective date of this Agreement who are receiving a salary adjusted in accordance with Section (1) of the Salary Classification and Grade Supplement shall be paid the salary adjusted in accordance with Section (1) effective date until the beginning of the first pay period in which they would be entitled to a higher salary according to the Apprentice Salary Schedule. Thereafter, they shall be paid according to the applicable schedule, including Add-On if applicable.
Effective 10/29/2007  

<table>
<thead>
<tr>
<th>No. of Hours</th>
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<th>Apprentice Salary</th>
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<tbody>
<tr>
<td>0 to 1000</td>
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</tr>
<tr>
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<td>70%</td>
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</tr>
<tr>
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<td>1,053.76</td>
</tr>
<tr>
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<td>85%</td>
<td>1,119.62</td>
</tr>
<tr>
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Hired on or after 10/21/11

Effective 9/15/2008  

<table>
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Hired on or after 10/21/11

Effective 9/14/2009  

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</table>
### Effective 9/20/2010  
**Apprentice Classifications 63800, 64000 and 65000**  
Hired on or after 10/21/11

<table>
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<th>No. of Hours</th>
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### Effective 10/29/2007  
**Apprentice Classifications 63900**  
Hired on or after 10/21/11

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<tbody>
<tr>
<td>0 to 1000</td>
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</tr>
<tr>
<td>1001 to 2000</td>
<td>70%</td>
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</tr>
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<td>1,204.55</td>
</tr>
<tr>
<td>Base Salary</td>
<td></td>
<td>$1,267.95</td>
</tr>
</tbody>
</table>

### 4. Hiring Salaries - New Hires - Registered Occupational Health Nurses

In establishing salaries offered and paid to newly hired Registered Occupational Health Nurses, the Company intends to take into account such factors as labor market conditions, type and extent of previous nursing experience, level of academic achievement, and relation of the salary offer to salaries being paid to on-roll Registered Occupational Health Nurses. Under normal circumstances and to the extent reasonably practicable and if the present labor market conditions continue, the following guidelines will be applied:
1. Registered Occupational Health Nurses with less than two (2) years of nursing service normally will be offered a salary 21.8% over the minimum of the grade.

2. Registered Occupational Health Nurses with two (2) or more years of nursing experience will be offered a salary not less than 21.8% over the minimum of the grade.

5. **Promotional Increase Exceptions - On-Roll Employees**

During the course of 1976, 1979, 1982, 1985, 1988, 1990 and 1993 National Negotiations, the Company and the Union agreed to reduced minimums for the Clerical-Engineering-Technical 18-Grade structure. In conjunction with the reduced minimums, special provisions were established whereby employees on the roll at the time of such agreements shall have the existing minimums (appropriately updated) available to them upon future promotion(s) as follows:

a. **Employees on Roll Prior to November 22, 1976**

“In the case of promotion, employees on roll prior to November 22, 1976, receive a base salary not less than 11.1% above the minimum of the promotional grade under the salary structures set forth in the National Agreements.”

b. **Employees Hired on November 22, 1976, Through November 18, 1979**
“Employees covered by the 1979 National Office and Clerical and Engineering Agreements who were placed on the roll between November 22, 1976, and November 18, 1979, who are promoted to higher grades under the salary structures in effect under the 1979 National Agreements shall receive a base salary not less than the specified amount of the promotional grade as indicated.”

c. Employees Hired on November 19, 1979, Through December 12, 1982

Employees covered by the 1982 Office and Clerical and Engineering Agreements who were placed on the roll November 19, 1979, through December 12, 1982, and who are promoted to higher grades under the salary structures in effect under the 1982 Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount of the promotional grade as specified.”

d. Employees Hired on December 13, 1982, Through October 27, 1985

Employees covered by the 1983 Office and Clerical and Engineering Agreements who were placed on the roll December 13, 1982, through October 27, 1985, and who are promoted to higher grades under the salary structures in effect under the 1985 Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount of the promotional grade as specified.

e. Employees Hired on October 28, 1985, Through May 22, 1988
Employees covered by the 1988 Office and Clerical and Engineering Agreements who were placed on the roll October 28, 1985, through May 22, 1988, and who are promoted to higher grades under the salary structures in effect under the 1988 Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount of the promotional grade as specified.


Employees covered by the 1990 Office and Clerical and Engineering Agreements who were placed on roll May 23, 1988 through September 16, 1990 and who are promoted to higher grades under the salary structure in effect under the 1990 Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount of the promotional grade as specified.

g. Employees Hired On September 17, 1990 Through September 19, 1993

Employees covered by the 1993 Office and Clerical and Engineering Agreements who were placed on roll September 17, 1990 through September 19, 1993 and who are promoted to higher grades under the salary structure in effect under the 1993 Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount of the promotional grade as specified.

The attached chart reflects the foregoing minimums appropriately updated and are to be applied in the case of promotional increases based on the employee's latest hire date.
Employees who were placed on the roll during the periods indicated below and who are promoted to higher grades under the salary structure in effect under the Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount specified of the promotional grade as indicated below:

**Employees Promoted Between 10/29/2007 and 09/14/2011**

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</tbody>
</table>

6. **Overlapping Salary Ranges**

The Company and the Union agree that neither party, in any arbitration proceeding involving the correctness of the classification of an employee, shall argue as the basis of their respective positions that the salary of an employee in the overlap portion of the classification salary range should be determinative of the correctness or incorrectness of the classification of the employee.
7. “Red Circle” Employees

An employee whose base salary exceeds the maximum rate authorized for the classification and grade assigned shall have any general or improvement factor increase calculated as a percentage of the maximum rate applicable to the employee’s classification/grade and not on the employee’s “red circle” salary.

8. Chassis and Electrical Checking Classifications

In determining the propriety of applying Classification No. 52000, Product Designer II or Classification 70900, Electrical Designer II to individual employees who, on a regular and recurring basis, are checking designs and layouts, such determination will be based on the nature, scope and complexity of the checking duties. Classification Nos. 52000 and 70900 will not be deemed inappropriate solely because such employee is not creating designs of major components and making complete and comprehensive designs or performing preliminary and advance work in the development of designs.

9. “A” Level Classifications — Manufacturing Engineering

If an employee on an “A” level classification is transferred to a “B” level job having the same title as the “A” level classification from which the employee is being transferred, such employee will continue to be classified on the “A” level classification and will continue to receive the same salary unless the “B” level job to which the employee is transferred
is in another plant in which event the employee’s salary shall be determined in accordance with the Inter-Plant provisions of the Salary Grades and Progression Application Supplement as applied to the grade of the employee’s “A” level classification, and if the employee is subsequently returned to a bona fide “A” level job in the employee’s classification, the employee’s salary will then be determined in accordance with Section (4)(d) of the Intra-Plant provisions of the Salary Grades and Progression Application Supplement as if the employee were being transferred to a higher grade.

10. Phase-Up Classifications

During the course of National Negotiations since 1971, the Company and the Union have agreed on a number of phase-up classifications and methods of administering such classifications as follows:

(a) An employee who has actually worked for the Company on the base classification for the stipulated length of time shown on the Phase-Up Classification and Requirements Chart shall be reclassified to the appropriate phase-up classification provided the employee has performed satisfactorily on the base classification.

(b) Where indicated in the “Other Requirements” column, time spent on classifications other than the base classification will be combined for credit for reclassification to the phase-up classification, provided the employee has performed satisfactorily on these other classifications.

(c) Management will advise the Union of the reasons for its decision in those instances in which
it determines an employee is not to be reclassified pursuant to this Memorandum of Understanding.

(d) Only the period of time during which the employee worked for the Company and was actually classified on the required classifications as reflected in the employee’s personnel records, shall be included except as provided in (e)(ii) below.

(e) (i) Only the time worked since the employee’s last date of hire with the Company shall be counted. Time worked on appropriate classifications prior to a permanent break in Corporate service or seniority shall not be included. Time spent on temporary separations such as layoff, illness or injury, or other leaves of absence during which the employee was temporarily separated from the active roll shall not be counted as time worked on the classification.

(ii) A returning veteran who, prior to entering military service had been assigned to a C-E-T classification which has phase-up applications, may have such applicable service time credited for phase-up purposes as time actually worked on the classification of record at the time of the military leave of absence. Such credited time will be applied only if the veteran was employed by the Company on such classification upon entering military service and reinstated on the same classification upon completion of military service.

(f) Time worked on other salary or hourly classifications, no matter how similar in nature to the appropriate salary classification, and regardless whether or not such salary or hourly job may have been accepted in lieu of a layoff, shall not be included as time worked on the appropriate salary classification.
(g) Time worked on appropriate salaried classifications shall include time worked at all Corporate locations as reflected in the employee’s personnel records, and shall include time worked in bargaining unit and/or non-bargaining unit positions.

(h) For purposes of determining time actually worked on a classification, a full month of credit will be given for those months in which an employee works the majority of workdays in the month. Credit for days worked will be given for regular vacation days. Only the days actually worked in the Monday through Friday workweek shall be counted. Overtime days, days for which Salary Continuation payments are made, or other absence, including casual absences, will not be considered as days worked.

(i) Reclassifications to the appropriate higher level classification will become effective on the first regularly scheduled working day of the bi-weekly pay period beginning nearest to the first of the month following completion of the requirements for advancement to such classification.

(j) Employees who have received either a Phase-up or a Promotional increase during the eligibility year are not eligible for a wage progression increase.
### ACCOUNTING CLASSIFICATIONS

1. **03600-8 Clerk-Expense Audit**
   - Base Class: 03610-9 Expense Audit Specialist
   - # of Yrs Req’d: 8
   - Phase-Up On Base Class/es: 8 Years combined on: 03600, 03700, 03800, 05000, 05100, 05200, 05300, 05400, 05500, 05600, 05700, 05800, 06300, 07800, and/or 08000.
   - Other Requirements: 03/77 09/99

2. **03700-8 Clerk-Field Car**
   - Base Class: 03710-9 Field Car Specialist
   - # of Yrs Req’d: 8
   - Phase-Up On Base Class/es: Same as #1 above.
   - Other Requirements: 03/77 09/99

3. **03800-8 Clerk-Property Accounting**
   - Base Class: 03810-9 Property Accounting Specialist
   - # of Yrs Req’d: 8
   - Phase-Up On Base Class/es: Same as #1 above.
   - Other Requirements: 03/77 09/99

4. **05000-8 Accounting Liaison Clerk**
   - Base Class: 05010-9 Accounting Liaison Specialist
   - # of Yrs Req’d: 8
   - Phase-Up On Base Class/es: Same as #1 above.
   - Other Requirements: 03/77 09/99

5. **06300-8 Plant Payroll/Accounting Clerk**
   - Base Class: 06310-9 Plant Payroll/Accounting Specialist
   - # of Yrs Req’d: 8
   - Phase-Up On Base Class/es: Same as #1 above.
   - Other Requirements: 05/99 --------

### DRAFTING CLASSIFICATIONS

6. **50200-4 Body Detailer I**
   - Base Class: 50300-6 Body Detailer II
   - # of Yrs Req’d: --
   - Phase-Up On Base Class/es: 6 Months at Top Progression Rate (worked the majority of the days in the month) provided the employee is qualified to perform the duties of the phase-up classification.
   - Other Requirements: 02/71 11/79
<table>
<thead>
<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase-Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>52200-4</td>
<td>Product Detailer I</td>
<td>52300-6</td>
<td>Product Detailer II</td>
<td>--</td>
<td>Same as #6 above.</td>
<td>02/71</td>
<td>11/79</td>
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<tr>
<td>70200-4</td>
<td>Electrical Detailer I</td>
<td>70300-6</td>
<td>Electrical Detailer II</td>
<td>--</td>
<td>Same as #6 above.</td>
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<td>11/79</td>
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<tr>
<td>50600-9</td>
<td>Body Layout Drafter I</td>
<td>50700-12</td>
<td>Body Layout Drafter II</td>
<td>--</td>
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<td>11/79</td>
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<td>52400-9</td>
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<td>52500-12</td>
<td>Product Layout Drafter II</td>
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<td>70700-12</td>
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<td>11/79</td>
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<tr>
<td>51100-13</td>
<td>Body Checker I</td>
<td>51200-17</td>
<td>Body Checker II</td>
<td>--</td>
<td>Same as #6 above.</td>
<td>02/71</td>
<td>11/79</td>
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<tr>
<td>50800-14</td>
<td>Body Designer I</td>
<td>50900-17</td>
<td>Body Designer II</td>
<td>--</td>
<td>Same as #6 above.</td>
<td>02/71</td>
<td>11/79</td>
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<td>52600-14</td>
<td>Product Designer I</td>
<td>52000-17</td>
<td>Product Designer II</td>
<td>--</td>
<td>Same as #6 above.</td>
<td>02/71</td>
<td>11/79</td>
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<tr>
<td>70800-14</td>
<td>Electrical Designer I</td>
<td>70900-17</td>
<td>Electrical Designer II</td>
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<td>Same as #6 above.</td>
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### MANUFACTURING ENGINEERING CLASSIFICATIONS

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<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req'd On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
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<tbody>
<tr>
<td>16. ----</td>
<td>&quot;B&quot; Level Manufacturing Engineering Classifications</td>
<td>----</td>
<td>&quot;A&quot; Level Manufacturing Engineering Classifications</td>
<td>4</td>
<td>If actually worked on a &quot;B&quot; level classification a minimum of 4 years and meets the minimum qualification requirements of the related &quot;A&quot; level classification. May be less than 4 years if assigned &quot;A&quot; level work on a regular and recurring basis and meets the minimum qualification requirements of related &quot;A&quot; level classification.</td>
<td>11/67</td>
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</tr>
<tr>
<td>17. 20800-13</td>
<td>Analyst-Equipment Utilization</td>
<td>20810-14</td>
<td>Equipment Utilization Specialist</td>
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<td>05/77</td>
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<td>18. 2110A-16</td>
<td>Engineering-Tool Engineering A</td>
<td>2111A-17</td>
<td>Tool Engineering Specialist</td>
<td>10</td>
<td>10 Years combined on: 2110A, 2110B, 53000, 80200, 80900, 80300, 80500, 80600, 81000, 81200, 81300, 81400, 81500, 82400, 82500, 83700, and/or 83800.</td>
<td>05/77</td>
<td>11/79</td>
</tr>
<tr>
<td>19. 2180A-16</td>
<td>Engineering-Plant Engineering A</td>
<td>2181A-17</td>
<td>Plant Engineering Specialist</td>
<td>10</td>
<td>10 Years combined on: 2180A, 2180B, 22800 and/or 22900.</td>
<td>05/77</td>
<td>11/79</td>
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<td>Base Class No. &amp; Grade</td>
<td>Base Classification Title</td>
<td>Phase-Up Class No. &amp; Grade</td>
<td>Phase-Up Classification Title</td>
<td># of Yrs Req'd on Base Class/es</td>
<td>Other Requirements</td>
<td>Date Estab</td>
<td>Date Revised</td>
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<td>20. 22800-10</td>
<td>Analyst-Material Handling</td>
<td>22900-16</td>
<td>Engineer-Material Handling</td>
<td>6</td>
<td>If actually worked on 22800 classification a minimum of 6 years and meets the minimum qualification requirements of Classification 22900. May be less than 6 years if assigned 22900 level work on a regular and recurring basis and meets minimum qualification requirements of Classification 22900.</td>
<td>02/71</td>
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<td>21. 22900-16</td>
<td>Engineer-Material Handling</td>
<td>22910-17</td>
<td>Material Handling Specialist</td>
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<td>Same as #19 above.</td>
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<td>22. 2740A0-16</td>
<td>Engineer – Resident Engineering A</td>
<td>274100-17</td>
<td>Resident Engineering Specialist</td>
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<td>23. 53000-16</td>
<td>Analyst-Advance Product &amp; Mfg</td>
<td>53010-17</td>
<td>Advance Product &amp; Mfg Specialist</td>
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<td>Same as #18 above.</td>
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## PHASE UP CLASSIFICATIONS AND REQUIREMENTS
### O & C AND ENGINEERING

### MANUFACTURING ENGINEERING CLASSIFICATIONS (Continued)

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<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
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<tbody>
<tr>
<td>24. ---- 800 Series “B” level Analyst, Coordinator or Engineer</td>
<td>---- 800 Series “A” level Analyst, Coordinator or Engineer</td>
<td>4</td>
<td>If actually worked on a “B” level classification (Classes 80300, 80600, 81000, 81500, 81800, 82200, 82500, 82800, 83300 and/or 83800) a minimum of 4 years and meets the minimum qualification requirements of related “A” level classification. May be less than 4 years if assigned “A” level work on a regular and recurring basis and meets the minimum qualification requirements of related “A” level classification.</td>
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<td>25. 80200-16 Assembly Process Engineer</td>
<td>80210-17 Assembly Process Specialist</td>
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<td>Same as #18 above.</td>
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<tr>
<td>26. 80900-16 Advance Program Plng Engr</td>
<td>80910-17 Advance Program Plng Specialist</td>
<td>10</td>
<td>Same as #18 above.</td>
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<td>Base Class No. &amp; Grade</td>
<td>Base Classification Title</td>
<td>Phase-Up Class No. &amp; Grade</td>
<td>Phase Up Classification Title</td>
<td># of Yrs Req’d On Base Class/es</td>
<td>Other Requirements</td>
<td>Date Estab</td>
<td>Date Revised</td>
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<tr>
<td>27. 56000-5</td>
<td>Mechanic and/or Driver I</td>
<td>56200-7</td>
<td>Mechanic and/or Driver II</td>
<td>4</td>
<td>If actually worked on classification 56000 a minimum of 4 years and has performed satisfactorily on 56000 level of work. Can be less than 4 years if Management determines that employee’s job assignment and work performance justify such reclassification. Such reclassification shall not be basis for claims by Union that other employees on 56000 should be advanced to 56200 in less than 4 years.</td>
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<td>12/82</td>
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<tr>
<td>28. 56200-7</td>
<td>Mechanic and/or Driver II</td>
<td>56210-8</td>
<td>Mechanic-Product Development</td>
<td>8</td>
<td>8 Years combined on: 56000, 56200, 56700 and 56710 (88000).</td>
<td>02/71</td>
<td>09/99</td>
</tr>
<tr>
<td>29. 56210-8</td>
<td>Mechanic-Product Development</td>
<td>56220-9</td>
<td>Mechanic-Product Test &amp; Development</td>
<td>12</td>
<td>12 Years combined on: 56000, 56200, 56210 (84400), 56700, 56710 (88000) and 56720 (89900).</td>
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<td>09/99</td>
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( ) Denotes previous classification number.
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<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase-Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
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<tr>
<td>30. 56220-9 Mechanic Product Test &amp; Development</td>
<td>56300-10 Mechanic and/or Driver III</td>
<td>15</td>
<td>15 Years combined on 56000, 56200, 56210 (84400) 56220 (84100), 56700, 56710 (88000) and 56720 (88900) with a minimum of 3 years on 56220 (84100) and/or 56720 (88900).</td>
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<td>31. 56300-10 Mechanic and/or Driver III</td>
<td>56310-11 Mechanic-Engineering Development 56220</td>
<td>20</td>
<td>20 Years combined on: 56000, 56200, 56210 (84400) (84100), 56700, 56710 (88000), 56720 (88900) 59700, 59710 and/or 56300, with a minimum of 5 years on 56300.</td>
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<td>32. 02300-4 Secretary</td>
<td>02310-5 Secretary</td>
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<tr>
<td>33. 04300-8 Clerk-Project &amp; Authorization</td>
<td>04310-9 Project Authorization Specialist</td>
<td>10</td>
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<tr>
<td>34. 08700-9 Procurement Person-Export</td>
<td>08710-10 Procurement Specialist</td>
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MECHANIC/DRIVER CLASSIFICATIONS (Continued)

OTHER CLASSIFICATIONS

( ) Denotes previous classification number.
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<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>11800-8</td>
<td>Correspondent-Technical</td>
<td>11810-9</td>
<td>Technical Service Analyst</td>
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<td>02/71</td>
<td>11/79</td>
</tr>
<tr>
<td>13200-5</td>
<td>Secretary A</td>
<td>13210-6</td>
<td>Secretary A</td>
<td>8</td>
<td>8 Years combined on: 02300 and 13200.</td>
<td>11/95</td>
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<tr>
<td>14000-1</td>
<td>Telephone Operator</td>
<td>14010-2</td>
<td>Telephone Operations Specialist</td>
<td>6</td>
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<td>03/77</td>
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</tr>
<tr>
<td>22000-9</td>
<td>Auditor-Planning</td>
<td>22010-10</td>
<td>Auditor-Planning Specialist</td>
<td>8</td>
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<td>09/73</td>
<td>11/79</td>
</tr>
<tr>
<td>22200-8</td>
<td>Follow-Up Person-Planning</td>
<td>22210-9</td>
<td>Production Material-Follow-Up Specialists</td>
<td>8</td>
<td>8 Years combined on: 22200, 22300, 22400 and/or 23800.</td>
<td>09/73</td>
<td>09/99</td>
</tr>
<tr>
<td>22300-8</td>
<td>Scheduler-Planning</td>
<td>22310-9</td>
<td>Production Scheduling Specialist</td>
<td>8</td>
<td>Same as #39 above.</td>
<td>03/77</td>
<td>09/99</td>
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<tr>
<td>22400-8</td>
<td>Specifications Compiler-Planning</td>
<td>22410-9</td>
<td>Planning Specifications Specialist</td>
<td>8</td>
<td>Same as #39 above.</td>
<td>03/77</td>
<td>09/99</td>
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<tr>
<td>23800-8</td>
<td>Follow-up Person-Tooling &amp; Non-Productive Materials</td>
<td>23810-9</td>
<td>Non-Productive Stores Follow-Up Specialist</td>
<td>8</td>
<td>Same as #39 above.</td>
<td>09/73</td>
<td>09/99</td>
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<tr>
<td>31600-9</td>
<td>Sales Programming Analyst</td>
<td>31610-10</td>
<td>Sales Programming Specialist</td>
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<td>11/79</td>
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<tr>
<td>Base Class No. &amp; Grade</td>
<td>Base Classification Title</td>
<td>Phase-Up Class No. &amp; Grade</td>
<td>Phase-Up Classification Title</td>
<td># of Yrs Req’d On Base Class/es</td>
<td>Other Requirements</td>
<td>Date Estab</td>
<td>Date Revised</td>
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<tr>
<td>32100-9</td>
<td>Special Order-Sales</td>
<td>32110-10</td>
<td>Special Order Analyst</td>
<td>8</td>
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<td>11/79</td>
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<tr>
<td>33200-12</td>
<td>Vehicle Sales Analyst-All Markets</td>
<td>33210-13</td>
<td>Vehicle Sales Analysis Specialist-All Markets</td>
<td>4</td>
<td>8 Years combined on: 33200, 3280B and/or 3280A.</td>
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<tr>
<td>3370B-12</td>
<td>Vehicle Planning Analyst B</td>
<td>3370A-16</td>
<td>Vehicle Planning Analyst A</td>
<td>4</td>
<td>Same as #16 above.</td>
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<tr>
<td>36400-9</td>
<td>Compiler-Parts Book and Price List</td>
<td>36410-10</td>
<td>Parts and Price Catalogue Specialist</td>
<td>8</td>
<td>8 Years combined on: 36300 and 36400.</td>
<td>02/71</td>
<td>11/79</td>
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<tr>
<td>37600-9</td>
<td>Pricing Compiler-Service Parts</td>
<td>37610-10</td>
<td>Pricing Specialist-Service Parts</td>
<td>8</td>
<td>8 Years combined on: 37600 and 37700.</td>
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<td>11/79</td>
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<tr>
<td>37900-9</td>
<td>Procurement Person-Parts Stock</td>
<td>37910-10</td>
<td>Stock Procurement Analyst-Parts</td>
<td>8</td>
<td>8 Years combined on: 37800 and 37900.</td>
<td>02/71</td>
<td>11/79</td>
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<tr>
<td>3920A0-13</td>
<td>Graphics Designer A</td>
<td>392100-14</td>
<td>Graphics Design Specialist</td>
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<td>3930A0-13</td>
<td>Graphics Analyst A</td>
<td>393100-14</td>
<td>Graphics Specialist</td>
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<td>42500-3</td>
<td>Multilith Operator</td>
<td>42510-4</td>
<td>Multilith Specialist</td>
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# FCA US LLC
PHASE UP CLASSIFICATIONS AND REQUIREMENTS
O & C AND ENGINEERING

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<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase-Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
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</thead>
<tbody>
<tr>
<td>53. 44900-16</td>
<td>Estimator-Advanced Central Estimating</td>
<td>44910-17 Estimator-Advance Product Cost</td>
<td>8 8 Years combined on: 43800 and 44900.</td>
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<td>06/77</td>
<td>12/82</td>
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<tr>
<td>54. 44910-17</td>
<td>Estimator-Advance Product Cost</td>
<td>44920-18 Advance Product Cost Analyst or 44940-18 Cost Estimating Specialist</td>
<td>4 4 Years combined on: 43810 (43900) and/or 44910 (45900).</td>
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<td></td>
<td>06/77</td>
<td>12/82</td>
</tr>
<tr>
<td>55. 45000-13</td>
<td>Estimator-Cost</td>
<td>45010-14 Estimator-Product Cost</td>
<td>8 8 Years combined on: 2110A, 2110B, 44900, 45000 and/or 45100: with a minimum of 4 years combined on 2110B, 2110A, 44900 and/or 45000.</td>
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<td>02/71</td>
<td>11/79</td>
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<tr>
<td>56. 45600-13</td>
<td>Estimator-Cost Analysis</td>
<td>456100-14 Estimator-Product Cost Analysis</td>
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<td>57. 457000-16</td>
<td>Product Cost Analyst</td>
<td>457100-17 Product Cost Specialist</td>
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<td>58. 457100-17</td>
<td>Product Cost Specialist</td>
<td>457200-18 Senior Product Cost Specialist</td>
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*Denotes previous classification number.*
### OTHER CLASSIFICATIONS (Continued)

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<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase-Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
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</thead>
<tbody>
<tr>
<td>59. 47000-8</td>
<td>Registered Occupational Health Nurse</td>
<td>47010-9 Registered Occupational Health Nursing Specialist</td>
<td>12</td>
<td>Same as #6 above.</td>
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<td>03/77</td>
<td>09/82</td>
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<tr>
<td>60. 50000-12</td>
<td>Designer-Modeling Fixtures &amp; Equipment I</td>
<td>50010-14 Designer-Modeling Fixtures &amp; Equipment II</td>
<td>Same as #6 above.</td>
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<td>61. 50500-6</td>
<td>Plastic Model Maker</td>
<td>50400-8 Master Plastic Model Maker</td>
<td>8</td>
<td>If actually worked on a class a minimum of 8 years and meets the minimum qualification requirements of class 50400. May be less than 8 years if assigned 50400 level work on a regular and recurring basis and meets minimum qualifications requirements of class 50400.</td>
<td>05/77</td>
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</tr>
<tr>
<td>62. 51900-13</td>
<td>Illustrator-Graphic A</td>
<td>51910-14 Illustration Specialist</td>
<td>8</td>
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<td>11/79</td>
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<tr>
<td>Base Class No. &amp; Grade</td>
<td>Base Classification Title</td>
<td>Phase-Up Class No. &amp; Grade</td>
<td>Phase-Up Classification Title</td>
<td># of Yrs Req’d On Base Class/es</td>
<td>Other Requirements</td>
<td>Date Estab</td>
<td>Date Revised</td>
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<tr>
<td>63. 54000-2</td>
<td>Technician-Laboratory</td>
<td>54100-5</td>
<td>Technician-Laboratory</td>
<td>1</td>
<td>If actually worked on class 54000 for 1 year or assigned work of class 54100 on regular and recurring basis and meets minimum qualification requirements of class 54100.</td>
<td>09/73</td>
<td>11/79</td>
</tr>
<tr>
<td>64. 54100-5</td>
<td>Technician-Laboratory</td>
<td>54110-7</td>
<td>Technician-Plant Laboratory</td>
<td>4</td>
<td>4 Years combined on: 20300, 54000, and 54100</td>
<td>02/71</td>
<td>11/79</td>
</tr>
<tr>
<td>65. 54110-7</td>
<td>Technician-Plant Laboratory</td>
<td>54120-8</td>
<td>Plant Test Technician</td>
<td>8</td>
<td>8 Years combined on: 20300, 54000, 54100 and 54110 (54900).</td>
<td>02/71</td>
<td>11/79</td>
</tr>
<tr>
<td>66. 54120-8</td>
<td>Plant Test Technician</td>
<td>54130-9</td>
<td>Plant Laboratory Specialist</td>
<td>12</td>
<td>12 Years combined on: 20300, 54000, 54100 54110 (54900) and/or 54120.</td>
<td>09/99</td>
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</tbody>
</table>

() Denotes previous classification number.
<table>
<thead>
<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>67. 55500-14</td>
<td>Contact Engineer-Resident Engineering</td>
<td>55800-18</td>
<td>Engineering Contact Specialist</td>
<td>4</td>
<td>If actually worked on class a minimum of 4 years and meets the minimum qualification requirements of class 55800. May be less than 4 years if assigned 55800 level work on a regular and recurring basis and meets minimum qualification requirements of class 55800.</td>
<td>02/71</td>
<td>11/79</td>
</tr>
<tr>
<td>68. 56500-7</td>
<td>Vehicle Test Technician-Proving Ground</td>
<td>56510-8</td>
<td>Vehicle Test Coordinator Proving Ground</td>
<td>8</td>
<td>8 Years combined on: 54000, 54100, 56000, 56200 56210 (84400), 56220 (84100), 56500, 56700, 56710 (88800), or 56720 (89900) with a minimum of 4 years on: 56200, 56500 and/or 56700.</td>
<td>02/71</td>
<td>12/82</td>
</tr>
<tr>
<td>69. 56510-8</td>
<td>Vehicle Test Coordinator-Proving Ground</td>
<td>56520-9</td>
<td>Vehicle Test Specialist-Proving Ground</td>
<td>12</td>
<td>12 Years combined on: 54000, 54100, 56000 56200, 56210 (84400), 56220 (84100), 56500, 56510 (83900), 56700, 56710 (88800) or 56720 (89900) with a minimum of 4 years on: 56210 (84400), 56510 (83900) and/or 56710 (88800).</td>
<td>02/71</td>
<td>12/82</td>
</tr>
</tbody>
</table>

(*) Denotes previous classification number.
<table>
<thead>
<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req'd On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>70. 56700-7</td>
<td>Technician-Test and Analysis</td>
<td>56710-8</td>
<td>Technician-Test and Development</td>
<td>8</td>
<td>8 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56500, or 56700 with a minimum of 4 years on: 56200, 56500 and/or 56700.</td>
<td>02/71</td>
<td>12/82</td>
</tr>
<tr>
<td>71. 56710-8</td>
<td>Technician-Test and Development</td>
<td>56720-9</td>
<td>Technician-Engineering Development</td>
<td>12</td>
<td>12 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56500, 56510 (83900), 56520 (88900), 56700, and/or 56710 (88800) with a minimum of 4 years on: 56210 (84400), 56510 (83900), and/or 56710 (88800).</td>
<td>02/71</td>
<td>12/82</td>
</tr>
<tr>
<td>72. 59700-10</td>
<td>Product and Systems Development Technician</td>
<td>59710-11</td>
<td>Product and Systems Development Specialist</td>
<td>20</td>
<td>20 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56300, 56310 (84300), 56500, 56510 (83900), 56520 (88900), 56700, 56710 (88800), 56720 (89900), with a minimum of 8 years on 59700.</td>
<td>08/89</td>
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</table>

( ) Denotes previous classification number.
<table>
<thead>
<tr>
<th>Base Class No. &amp; Grade</th>
<th>Base Classification Title</th>
<th>Phase-Up Class No. &amp; Grade</th>
<th>Phase Up Classification Title</th>
<th># of Yrs Req’d On Base Class/es</th>
<th>Other Requirements</th>
<th>Date Estab</th>
<th>Date Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>73. 56800-8</td>
<td>Instrument Development Technician II</td>
<td>56900-11 Instrument Development Technician III</td>
<td>4</td>
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<td>09/99</td>
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</tr>
<tr>
<td>74. 57000-5</td>
<td>Functional Test Technician</td>
<td>57010-7 Functional Test Specialist</td>
<td>4</td>
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<td>05/77</td>
<td>----</td>
</tr>
<tr>
<td>75. 57500-5</td>
<td>Technician-Engineering Development</td>
<td>57510-7 Technician-Assembly &amp; Test Experimental</td>
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<td>05/77</td>
<td>11/79</td>
</tr>
<tr>
<td>76. 57900-9</td>
<td>Engineering Records &amp; Release Clerk III</td>
<td>57910-10 Engineering Records and Release Specialist</td>
<td>8</td>
<td>8 Years combined on: 25800, 44500, 44600, 57600 57800, 57900, 59800, 59900 with a minimum of 4 years on: 57800, 57900, 59800 and/or 59900.</td>
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<td>02/71</td>
<td>11/79</td>
</tr>
<tr>
<td>77. 58300-6</td>
<td>Mechanic-Maintenance-Proving Ground</td>
<td>58310-7 Maintenance Mechanic Specialist-Proving Ground</td>
<td>8</td>
<td></td>
<td></td>
<td>05/77</td>
<td>----</td>
</tr>
<tr>
<td>Base Class No. &amp; Grade</td>
<td>Base Classification Title</td>
<td>Phase-Up Class No. &amp; Grade</td>
<td>Phase Up Classification Title</td>
<td># of Yrs Req’d On Base Class/es</td>
<td>Other Requirements</td>
<td>Date Estab</td>
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<tr>
<td>78. 59900-10 Design Specification Analyst</td>
<td>59910-11 Design Specifications Specialist</td>
<td>8</td>
<td>8 Years combined on: 25800, 44500, 44600, 57600, 57800, 57900, 59800 or 59900 with a minimum of 4 years on: 57800, 57900, 59800 and/or 59900.</td>
<td>02/71 12/82</td>
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<tr>
<td>79. 59910-11 Design Specifications Specialist</td>
<td>59920-12 Design Releasing Specialist</td>
<td>4</td>
<td>4 Years of service on: 59910 (85200)</td>
<td>02/71 12/82</td>
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<tr>
<td>80. 60500-5 Technical Records and Information Clerk</td>
<td>60510-8 Technical Records and Information Specialist</td>
<td>8</td>
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<td>09/82 ----</td>
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</table>

a = Management Non-Supervisory classification credited as time spent on 2110A in the same or other plants of the Corporation to include: 31552255, 31564255, 31655255, 32355255, 32356257, 32357258, 32674255, 32675257, 32676258, 32768255, 32769257, 32770258, 32771255, 32772257, 32773258, 33652257, 33659255, 37155258 (not to be considered all-inclusive).
b = Management Non-Supervisory classifications credited as time spent on 2180A and 22900 in the same or other plants of the Corporation to include: 33594256 and 35774256 (not to be considered all-inclusive).
c = Employees may be reassigned from time to time on jobs that shall provide training experience and that are commensurate with the employee’s classification level. The Union recognizes the desirability of reassigning employees for such purposes.
d = Employees on-roll as of 9/14/76 who were on classifications 57900, 59900, 59710 (85100) and 59910 (85200) shall have time spent on 57910 (85100) credited for phase-up to 59920, unless the employee was promoted to 57900 after 9/14/76.

( ) Denotes previous classification number.
Effective 9/15/2019 through 9/11/2023
The following wage scale shall apply to employees hired before April 15, 2010

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum</th>
<th>Maximum</th>
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<td>$ 1,236.95</td>
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<tr>
<td>2</td>
<td>$ 891.17</td>
<td>$ 1,254.59</td>
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<tr>
<td>3</td>
<td>$ 894.65</td>
<td>$ 1,270.33</td>
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<td>4</td>
<td>$ 952.99</td>
<td>$ 1,304.89</td>
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<td>5</td>
<td>$ 970.66</td>
<td>$ 1,358.28</td>
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<tr>
<td>6</td>
<td>$ 980.32</td>
<td>$ 1,395.54</td>
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<tr>
<td>7</td>
<td>$ 986.67</td>
<td>$ 1,421.87</td>
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<tr>
<td>8</td>
<td>$ 994.80</td>
<td>$ 1,452.64</td>
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<tr>
<td>9</td>
<td>$ 1,016.84</td>
<td>$ 1,478.66</td>
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<tr>
<td>10</td>
<td>$ 1,025.52</td>
<td>$ 1,520.24</td>
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<tr>
<td>11</td>
<td>$ 1,046.81</td>
<td>$ 1,546.71</td>
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<tr>
<td>12</td>
<td>$ 1,055.55</td>
<td>$ 1,577.94</td>
</tr>
<tr>
<td>13</td>
<td>$ 1,074.92</td>
<td>$ 1,607.83</td>
</tr>
<tr>
<td>14</td>
<td>$ 1,093.09</td>
<td>$ 1,654.52</td>
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<tr>
<td>15</td>
<td>$ 1,100.14</td>
<td>$ 1,680.94</td>
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<td>16</td>
<td>$ 1,130.64</td>
<td>$ 1,723.57</td>
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<td>17</td>
<td>$ 1,149.35</td>
<td>$ 1,764.42</td>
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<tr>
<td>18</td>
<td>$ 1,200.90</td>
<td>$ 1,806.02</td>
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Effective 9/15/2019 through 9/11/2023
The following wage scale shall apply to employees hired on or After April 15, 2010

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$ 680.00</td>
<td>$ 1,233.53</td>
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<tr>
<td>6</td>
<td>$ 690.71</td>
<td>$ 1,244.66</td>
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<tr>
<td>7</td>
<td>$ 778.30</td>
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<td>8</td>
<td>$ 865.90</td>
<td>$ 1,425.00</td>
</tr>
<tr>
<td>9</td>
<td>$ 915.45</td>
<td>$ 1,476.04</td>
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<tr>
<td>10</td>
<td>$ 969.30</td>
<td>$ 1,520.24</td>
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<tr>
<td>11</td>
<td>$ 1,012.38</td>
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<td>$ 1,043.61</td>
<td>$ 1,607.83</td>
</tr>
<tr>
<td>14</td>
<td>$ 1,061.25</td>
<td>$ 1,654.52</td>
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<tr>
<td>15</td>
<td>$ 1,068.10</td>
<td>$ 1,680.94</td>
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<td>16</td>
<td>$ 1,097.71</td>
<td>$ 1,723.57</td>
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<td>$ 1,115.87</td>
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<tr>
<td>18</td>
<td>$ 1,165.92</td>
<td>$ 1,806.02</td>
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MEMORANDUM OF UNDERSTANDING
SOURCING AND JOB SECURITY

During the 2019 negotiations, the Union raised numerous concerns about the Company’s sourcing actions and the impact on employment opportunities. While recognizing our common objectives for quality, speed to market, product innovation, compliance with government regulations and achievement of competitive costs, the parties agree that it is incumbent upon them to exchange information which allows the International UAW leadership and Sourcing Representatives to provide input into sourcing patterns and sourcing decisions while still meeting product development target dates.

To that end, the Company commits to work and assist the Union at both the International and Local levels to identify work, which can be performed competitively, that supports the parties’ interests in preserving jobs, replacing jobs which may be lost by outsourcing actions, creating jobs for laid off employees and to work together toward identifying insourcing opportunities. It is the Company’s intention to grow the business by increasing market share through new product offerings, and to continue to rely upon its employees and facilities as the source of its products. However, the opportunity to grow the business may be limited by market conditions, or the availability of funding for new product investment. The Company agrees to incorporate the procedures and structure outlined herein when making sourcing determinations during the 2019 Agreement.
Sourcing Rationale

The rationale for sourcing actions will consider the following criteria: the degree to which the Company’s resources can be allocated to further capital expenditures, cost, technology, timing, quality, statutory requirements, proprietary rights, overall financial stability of affected facilities, occupational and related environmental health and safety issues, the impact on related facilities, and the impact on long-term job stability. Other factors considered by the Company before a final sourcing decision is made will include the effect on employment, and job and income security costs on both a short and long-term basis. Such criteria shall give equal weight to the full impact of a sourcing action on FCA US LLC-UAW represented employment levels and relative to the job and income security of FCA US LLC-UAW represented employees. The National Sourcing Committee may form Joint Task Forces to ensure full implementation of such criteria throughout the Company and, on an as needed basis, to address any specific sourcing areas of concern identified by the Union.

The National parties will jointly further develop the above criteria to be used to address sourcing issues. In review of financial criteria, appropriate corporate return on investment and burden will be identified. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability.

National Committee Members

The parties have agreed to maintain the National Job Security, Operational Effectiveness and Sourcing Committee (National Committee), comprised of Company and Union representatives.
The National Committee shall be co-chaired by the Vice President and Director of the FCA Department, UAW (or his designated representative) and the Vice President of Employee Relations (or his designated representative). The members of the National Committee shall have responsibilities as outlined in this Memorandum. The National Committee will meet as required in conjunction with National JSOES:

1. Monitor the efforts of the Local Committees.

2. Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.

3. Coordinate, where applicable, the execution of Special Programs described in Attachment A as well as the movement of employees within or between Labor Market Areas. For example, where a permanent loss of jobs has occurred or is scheduled for the location, the parties may discuss the transfer of employees to other locations; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality or operating efficiency.

4. Act on requests from Local Committees to waive, modify or change National Agreement provisions when such action would result in the preservation or increase of job opportunities. Approval of such requests will be countersigned by the Vice President and Director of the FCA Department, UAW and the Vice President Employee Relations, FCA US LLC.
5. Make periodic reports to the Union and Company leadership regarding the operation of the Sourcing and Job Security Program.

6. Review potential competitive sourcing opportunities where there is available floor space, equipment or capacity, as well as opportunities where low labor content operations could be removed, thereby creating space for more competitive higher labor content operations.

7. Periodic review of future and emerging technologies, innovations, research and process changes.

The National Job Security, Operational Effectiveness and Sourcing Committee is specifically empowered to periodically review and evaluate the operation of this Memorandum of Understanding and make mutually satisfactory adjustments to its provisions during the term of this Agreement.

8. Discuss potential needs for training of the local committees relative to their responsibilities under JSOES.

9. Discuss current sourcing patterns and potential changes going forward.

**Roundtable Meeting**
An annual Roundtable Meeting will be conducted involving senior management from Source Planning, Procurement and Supply, Product Strategy, Engineering, Manufacturing, Employee Relations and the National Committee and the leadership from the UAW FCA Department. The agenda for meetings will include a review of vehicle plans for assembly,
stamping, power train and components. Related Source Planning actions to support these plans also will be the subject of the meeting.

It is understood that the Company’s frank discussion with the Union about sourcing and related plans may require the Union to keep information confidential until the Company consents to its release. The Company, on its part, also agrees not to use the results of such discussions to obtain more attractive contract terms from outsiders in lieu of keeping the work in-house.

**Power Train Meeting**

An annual Power Train Meeting will also be conducted by senior management from Power Train Operations and Engineering for the National Committee and the leadership from the UAW FCA Department. The agenda for meetings will include a review of the Power Train Long Range Plan (LRP) and the anticipated effect on Power Train plant product loading.

**Stamping Meeting**

An annual Stamping Meeting will also be conducted by senior management from Stamping Operations and Engineering for the National Committee and the leadership from the UAW FCA Department. The agenda for meetings will include a review of the Stamping Long Range Plan (LRP) and the anticipated effect on Stamping plant product loading.

**Chrysler Product Creation Process (CPCP)**

It is imperative that sourcing discussions and notification becomes an effective and trusted tool. It is recognized that early involvement by the UAW in
CPCP will greatly enhance the chances for mutual success and will not jeopardize the product creation objectives of quality, speed to market, product innovation, and lower total cost.

The Company continues to adjust to the significantly compressed CPCP timeframes and overall objective to improve speed to market. The timing for achieving various CPCP milestone dates will fluctuate depending on the risk inherent in each product program. Therefore, future sourcing notification timing will vary uniquely with each program on a case-by-case basis but will remain consistent to the early notification, disclosures, and protocols mentioned throughout this memorandum. Specific CPCP milestone target dates will be disclosed at the Program Overview Meeting. The reality of variable program timing and ongoing system change dictates frequent and structured communication for effective sourcing discussion and notification.

Product Update

In order to involve the UAW at the earliest stages of the product creation cycle, the Vice President of the UAW FCA Department along with the International Sourcing Representative and the Vice President of Employee Relations or his designated representative will meet twice a year with the Head of Advanced Concepts Engineering (ACE) to provide updates on current and future products.

Advanced Vehicle Awareness

During the 2015 negotiations the UAW expressed its concerns regarding the notification to the Union at the earliest stages of product development where the salaried bargaining unit is involved.
As a result, quarterly Advanced Vehicle Awareness (AVA) meetings will generally be held with the UAW Sourcing Representative, the Local Presidents of 212 & 412, and/or their designee, Head of AVD or his designated representative, and a representative of Employee Relations. The intent of these meetings is to involve the UAW at the earliest stages of a program development process to disclose any FCA US LLC program information where the salaried bargaining unit is involved. In addition, a high level program overview of future products with directional timing including the preliminary CPCP timeline will be presented. During the early stages, where sourcing actions are being considered, the AVA meeting will provide an opportunity for the Union leadership to participate in discussions prior to the sourcing direction. As the program matures and sourcing direction is established information will be shared at the Local JSOES meeting.

Additionally, members of the National JSOES, including the UAW FCA Department leadership, will meet quarterly, or as necessary, on a confidential basis, to discuss new or redesigned vehicles, engines, transmissions, components or subsystems under study but not yet at program approval. In as much as this milestone is well in advance of any program approval or plant loading, the directional information for discussion will include potential pre-source activities, body styles, brand assumptions, role in the overall portfolio and primary regions of sale as available.

Program Overview Meeting

During these negotiations, the Union expressed concern relative to full involvement at the earliest stages of the decision-making process. To that
end, the Company shall inform the respective UAW Sourcing Representative of New Major Vehicles or Major Redesigned Vehicles at the Program Overview Meeting. Information discussed at this meeting will typically include program objectives, CPCP milestone dates, marketing objectives and customer requirements, and potential assembly and stamping plant loading capability.

Supplier Selection Source Plan

The International Union will be notified in writing by the Company of plans to proceed with a new or redesigned vehicle, sub-system or component part. During the Program Overview Meeting, the National Committee Co-Chairs, Administrative Assistant(s) to the Vice President and Director of the FCA Department, UAW, Assistant Director of the FCA Department, UAW responsible for Sourcing, other designated senior management representatives, and the appropriate UAW Sourcing Representative(s) shall be provided a Program Overview by senior Platform management. Such information shall include a review of current sourcing patterns, including the names of suppliers producing components for the current vehicle, any possible changes in assembly, sub-assembly, stamping, power train, proving grounds and other component sourcing patterns which have been identified by the Platform, possible insourcing opportunities, targeted market and cost objectives, and technology which may impact the represented workforce.

All contemplated sourcing decisions which impact tooling programs, process changes, die construction, die design, tool design, stamping tooling, assembly tooling, processes, technology and design and prototype work at Assembly,
Stamping, Power Train, Proving Grounds and Component manufacturing locations shall also be provided subsequent to the Program Overview. With the information provided during the Program Overview Meeting, and subsequent meetings, and as appropriate during the meeting cycle with the UAW Trades Effectiveness Representative, the UAW Sourcing Representative may provide input or alternatives to sourcing pattern(s) which coincides with the Program Overview Meeting and the Final Source Plan. If, during these meetings, issues between the UAW Sourcing Representative and the respective Platform cannot be resolved, the matter may be referred to the UAW Assistant Director — Sourcing and Senior Manager Sourcing for review and resolution. In the event the parties are unable to resolve the matter, it may be referred to the National Sourcing Council (Council) for early resolution. The Council shall consist of the Vice President and Director of the FCA Department, UAW, Administrative Assistant(s) to the Vice President and Director of the FCA Department, UAW, Assistant Director of the FCA Department, UAW, responsible for Sourcing, Senior Vice President of Manufacturing, Head of Vehicle Engineering, Senior Vice President of Company Quality and Vice President of Employee Relations, and other appropriate designates. The Council will meet to review issues brought to their attention by either party in the interest of reaching a resolution which serves the mutual goals and competitive challenges of the parties.

**Final Source Plan**

The UAW Sourcing Representatives and UAW Trades Effectiveness Representative shall be provided updated and confirming sourcing documentation of the types provided during the Supplier Selection
Source Plan as notification of contemplated changes in sourcing patterns. Documentation will be provided to the Employee Relations Sourcing Administration office for distribution to the appropriate UAW Sourcing Representatives. This documentation, which will provide the design and engineering sourcing information and prototype sourcing information where different than the production source, shall be forwarded to the appropriate Salaried Local President and Unit Chairperson.

National Committee representatives will monitor sourcing, address sourcing concerns, as well as monitor and oversee employment levels and the administration of the Sourcing and Job Security Programs. They shall be provided timely access to all data, including financial and cost information, to evaluate potential sourcing actions and their impact on UAW-represented jobs.

The National Committee shall meet on a quarterly basis. At the quarterly meeting, data regarding work brought in-house and work outsourced will be provided and discussed. Moreover, the members of the National Committee shall be advised of all Appropriations Requests as they are received, including the number of potential jobs affected. (In addition to providing hard copies, the Company will provide a summary of this data electronically.)

**National Sourcing Committee Meetings**

The appropriate National Committee members will meet on an as required basis as frequently as twice a month. Additionally, on an as needed basis, representatives from various functional areas may be scheduled to meet with the Committee (i.e. Manufacturing, Purchasing, etc.).
In order to facilitate these discussions, the Company will ensure that information regarding Platform sourcing is provided on a timely basis to the designated UAW Sourcing Representative for the respective platform while new or redesigned vehicles are being developed. The UAW Sourcing Representative may arrange for a meeting with the Company Representative to present their competitive in-house alternatives to Company sourcing decisions. In addition, the Company Representative shall be responsible for advising the UAW Sourcing Representative of meetings, which may occur as frequently as twice a month, regarding Company sourcing decisions. The Company Representative will also provide notice of potential make/buy studies, along with prototype and related salaried sourcing information as it pertains to but not limited to, Product Engineering, Manufacturing Engineering (AVE, AME, ME, ASME, ST, PS&D) and other salary represented resources covered by this Agreement. With such early access to and involvement in the sourcing decision-making process, the UAW Sourcing Representative shall be able to develop an in-depth understanding of their respective Platform’s sourcing patterns along with the possible impact which sourcing decisions may have on the hourly and salaried bargaining unit(s). They shall meet upon request with senior members of the Platform or other functional areas as appropriate.

During this process, the designated Representatives from the National Committee will work together to review the sourcing pattern of new or redesigned product with the intent of ensuring that the UAW Sourcing Representative will be equipped with the knowledge necessary to provide their competitive in-house alternatives in the aforementioned process.
Local Committee

The Company and the Union agree that at each bargaining unit covered by this National Agreement, a Local Job Security, Operational Effectiveness and Sourcing Committee will be established to administer the Sourcing and Job Security Program. The membership of the Committee will consist of the local Plant Manager, or the Manager’s designated representative, and other representatives selected by Management; the Local Union President or the Local Union President’s designated representative; and the Plant Shop Committee along with the Unit Chairs of the appropriate UAW Salaried Bargaining Units. The Local Committee will meet at least once per month. The following duties of the Local Committee will be performed jointly:

1. Review actions which may result in layoffs and the reasons for such actions.

2. Participate in discussions regarding sourcing decisions as outlined in this Memorandum of Understanding. One (1) existing member of the Local Committee from the Union and one (1) from Management will be designated to lead the review, coordination and report recommendations of potential insourcing opportunities as part of their normal roles within the Committee. Both parties agree and commit that these matters should be viewed as a priority. To this end, management will ensure appropriate resources are provided to respond to Union requests for pertinent information.

3. Participate in discussions regarding the introduction of new or advanced technology as provided in Memorandum of Understanding M-6, New Technology, contained in the National
Agreement, including discussions on training and learning opportunities.

4. Fulfill the requirement to meet and report monthly that appropriate communications have taken place; upon the request of the National Committee, the local parties will be required to provide detailed information to support their monthly joint reports.

5. Review the manpower requirements of forward product, facility and business plans, maintaining the confidentiality of the material being evaluated.

6. Coordinate appropriate local training activities.

7. Develop and initiate proposals to improve operational effectiveness to secure existing jobs, and to attract additional business thus providing additional job opportunities.

8. Make recommendations to the National JSOES Committee, as appropriate, regarding any aspect of the Sourcing and Job Security Program. This may include any aspect of the contractual relationship between the Company and the Union that is relevant to the duties of the Local Job Security, Operational Effectiveness and Sourcing Committee.

9. Identify and review investments in the facility or equipment which could improve product quality or operational effectiveness.

10. Review past outsourcing decisions and identify opportunities for insourcing which may
be investigated as well as new business (such as product launch or other significant events).

11. Assess and monitor the utilization of floor space and equipment on a periodic basis as a way to generate opportunities for insourcing work.

12. Unresolved issues regarding the Local administration of this Memorandum of Understanding can be jointly submitted to the National Committee.

The appropriate member(s) of the National Committee will assist the Local Job Security, Operational Effectiveness and Sourcing Committee (Local Committee) in implementing the provisions of the Sourcing and Job Security Memorandum. If the parties cannot resolve a sourcing issue, the Local Union may file a grievance at the second step of the regular Grievance Procedure. If the grievance cannot be resolved, the grievance may be appealed to the Appeal Board in accordance with the Grievance Procedure. In the event the Appeal Board is unable to resolve the issue, it may be appealed to the Impartial Chairman. The Impartial Chairman can only provide a remedy where he finds that (1) a violation of the express commitments set forth in this Memorandum has been established; (2) the established violation resulted from the exercise of improper judgment by Management; and (3) any employee who customarily would perform the work in question has been laid off or was allowed to remain on layoff as a result of work being outsourced or not being brought in-house. The Impartial Chairman’s remedy shall be limited to back wages for the affected employees, and the recall and/or placement of affected employees on regular productive work.
Temporary Offloading

When a temporary offloading action is being contemplated, the Plant Manager or his designate will provide to the President of the Local Union and/or Unit Chair of the impacted area, a written notice containing the reasons under consideration for the temporary offloading at that location. The notice of the offloading action will be given as soon as practicable, consistent with the reasons such offloading becomes necessary and expected date of return. Copies of this notice also will be provided to the UAW Assistant Director responsible for Sourcing and other National Sourcing Council members.

Temporary offloading notification is not intended to provide a means for circumvention and abuse of the normal outsourcing notification procedures outlined in this Agreement. Should circumstances arise that an offloading action may be viewed as no longer temporary, the local parties will meet to discuss their respective concerns relative to the projected return of the work. Should these issues remain unresolved at the Local Union and Plant Management level, such matters shall be referred to FCA US LLC Employee Relations and the Assistant Director of the FCA Department, UAW responsible for Sourcing in an attempt to reach a resolution. If after discussions, it is deemed appropriate, the Company shall forward a copy of the temporary offloading notice to the Vice President and Director of the UAW FCA Department. If a situation arises wherein work which was temporarily offloaded under these provisions is subsequently contemplated for permanent outsourcing, all applicable provisions of this Memorandum of Understanding will be applied prior to such work being permanently sourced to an outside supplier.
The parties understand that circumstances do arise wherein the projected return date of temporarily offloaded work legitimately requires an extension and such extension requests will be reviewed by the National Parties.

In addition, the following specific commitments have been made to address sourcing-related job security concerns of UAW members:

**Insourcing**

The National Committee and, where appropriate, the Local Committee will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Union identifies as that which might be performed competitively within the location based on the criteria outlined in this Memorandum of Understanding.

To assist in this process, the International Union will be furnished a complete list of work similar to that currently performed at the location that (1) has been outsourced from that location, or (2) is currently performed by non-FCA US LLC UAW suppliers for FCA US LLC. These lists will be updated and will include the suppliers’ location (city and state), union affiliation, the supplier contract expiration dates, annual volumes, and U.S. plant locations receiving the parts and will be furnished via electronic media three times per year in January, May and September. The parties will initiate efforts to insource particular work consistent with the aforementioned criteria to create prospects for growth and to provide jobs for employees on layoff.

Additionally, the International Union will be furnished a complete list of commodities by Supplier
and a list of Tier 1 Modular Suppliers. The list will be updated and will reference the information above including the suppliers’ manufacturing location (city and state), union affiliation, the supplier contract expiration dates, annual volumes, and U.S. plant locations receiving the parts and will be provided via electronic media, in Excel format, three times per year.

The parties acknowledge that a commitment to job creation and preservation will require ongoing, close cooperation. The National JSOES will support the efforts toward creating and preserving jobs by implementing the jointly agreed upon process described in the Sourcing Administration Manual. This process will operate primarily at the National level but will be structured such that it will also support the efforts of the Local JSOES Committees relative to insourcing activities.

If it is established that certain work can be performed competitively, judged by the above criteria, Management will adopt the Committee’s proposal and, barring unique or unforeseen circumstances, bring the work in-house. The Union shall obtain any necessary approval or ratification within thirty (30) days of the decision to bring the work in-house.

In addition, the parties recognize that there may be occasions when the Company may wish to temporarily assign work to a FCA US LLC-UAW facility from a non-FCA US LLC-UAW facility. In these situations, a Notice of Temporary Insourcing will be completed and submitted via the same processes as a Notification of Temporary Offloading.
Outsourcing

Outsourcing as used herein means the Company’s sourcing of work from FCA US LLC UAW locations, including work connected with current, new or redesigned vehicles, fabricated parts, power train, component products, dies and fixtures. Excluded from this definition are changes in production or purchase arrangements made by any non-FCA US LLC/ North American sourcing authority (i.e., subsidiaries, affiliates, captives, joint ventures, transplants, etc.).

If changes to the published and distributed sourcing pattern are contemplated at any time during the vehicle development or production cycle through the initiation of make/buy studies, or when any change in sourcing direction for a process unrelated to vehicle development is contemplated, the International Union, the UAW Sourcing Representative, and the Local Union at the affected location will be given written notice. When the Source Planning function, or the equivalent function at either the Company, Division or plant level, contemplates an outsourcing decision, the International Union, the UAW Sourcing Representative, and the affected Local hourly and salary Unions will be provided written confirmation of the action. The notice shall be provided to the Union as far in advance as possible or promptly following approval, and consistent with the timing requirements of the product’s development cycle. The notice will the identification of the sourcing authority, the quality status of the recommended supplier. The Company agrees to provide the International Union, the UAW Sourcing Representative, and the affected Local Union with all relevant financial and cost information used in developing the cost of completing work in-
house. Data will be provided in conjunction with the aforementioned notice. Proposals to keep the work in-house will be made by the Union within ninety (90) days of the receipt of written notice.

If it is established that the work can be performed competitively, judged by the criteria listed earlier in the Memorandum of Understanding, Management will, barring unique and unforeseen circumstances, keep the work in-house. The Union shall thereafter obtain any necessary approval or ratification within thirty (30) days of the decision to keep the work in-house.

Where make/buy study findings do not impact the current sourcing pattern, the notice of contemplated sourcing will be withdrawn.

When such an outsourcing decision is contemplated at any level of the Company, the written notice will be given to the Vice President and Director, FCA Department, UAW. A copy of such notice will be given to the Chairperson of the Local Committee at the same time.

When such a contemplated outsourcing decision is initiated by the Company at a level external to the affected location(s), the Company will provide sufficient advance written notice to allow the designated Management representative at the affected location(s) to comply with the notification procedure.

Additionally, International Union and Local Union input will be sought by the Company as early as possible in the outsourcing decision-making process as referenced in the New M-10 Sourcing
Administration Manual. The intent of the evaluation period and Union input being sought as early as possible is to allow for more thorough discussion and to permit the parties to better assess the impact of outsourcing on the long-term job stability of employees and the financial viability of given Company locations.

The Company will not enter into a contractual relationship with a non-FCA UAW supplier until such time as the designated Management representative of the impacted location provides written verification that the above notification procedure and discussion by the Local Committee has taken place.

The Company agrees to a full disclosure to the International Union of the procedures utilized in the sourcing decision-making process.

Full implementation of the processes contained within this Memorandum should provide the parties the mechanisms to take advantage of every opportunity to use internal resources and to create jobs for all employees. The commitments expressed in the Memorandum are intended to contribute significantly to our cooperatively working together to provide UAW business, wherever feasible.

**Sourcing Financial Data**

During previous negotiations, the parties discussed the importance of a standardized Make/Buy Study process that consistently evaluates the internal and external sourcing alternatives as well as the application of objective financial criteria, such as Net Present Value (NPV). The Union expressed concern relative to the exclusion of Net Present Value (NPV) data on the Union Relations Fact Sheet.
(URFS), as well as, the need for clarification of the Make/Buy financial business case analysis process.

Effective with the date of the Agreement, the Company will provide an updated and expanded Union Relations Fact Sheet (URFS). The National JSOES Committee will review the Make/Buy Study for clarification of the URFS and supporting business rationale. While the Company retains the right to modify, alter, or revise its financial data, the Company will advise the Union of changes in financial methodology as applicable.

Further, the Company agrees to identify and explain the variables associated with developing the URFS and the calculation of NPV data. An overview explaining all variables associated with the URFS will be provided to the Union with future updates as they occur. This will allow for more thorough discussion of the data and will permit the parties to better assess the impact of sourcing on the long-term job stability of employees and the financial viability of respective Company entities. In addition, such efforts are intended to assist the national sourcing staff to support the local parties’ understanding of the process and how they can impact sourcing decisions.

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING
SPECIAL PROGRAMS

The National Job Security, Operational Effectiveness and Sourcing (NJSOES) Committee may authorize Special Programs for designated eligible employees or may approve requests from Local Job Security, Operational Effectiveness and Sourcing (LJSOES) Committees for implementation
of such Programs. Details of the Special Programs as well as an explanation of Options, will be jointly presented to all eligible employees. The NJSOES Committee will closely monitor the communication and administration of the Special Programs at the local level to ensure that eligible employees are provided comprehensive information and counseling to ensure their complete understanding of each Special Program provisions and the implications of accepting an offer.

These Options may include:

1. Incentive Program — Retirement (I PR)
2. Special Early Retirement (SER)
3. Pre-Retirement Leave (PRL)
4. Voluntary Termination of Employment Program (VTEP)
5. Enhanced Relocation
6. Skilled Trades Retraining
7. Mandatory Placement

The National Parties may expand or limit these Options dependent upon specific plant circumstances.

SPECIAL PROGRAM #1
VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM

The Voluntary Termination of Employment Program (VTEP) provides a guaranteed lump-sum benefit payment subject to the conditions and limitations contained herein. This Program is applicable to employees with at least one (1) year of seniority who are at work on or after the effective date of the Agreement.
Description of Program Benefits

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<td>25 or more</td>
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The maximum gross amount of the benefit payable under this Program is $72,000 for employees with twenty-five (25) or more years of seniority. In no event, however, shall the amount of a VTEP payment provided under this Program exceed such amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

An employee who accepts a VTEP payment shall be provided with basic health care coverage for a period of six (6) months dating from the end of the month in which the employee last worked.

An employee eligible for an immediate pension benefit under the FCA US LLC-UAW Pension Agreement, at the time of his/her break in service (due to participation in a VTEP), shall upon completion of the Allocation Period and application for a pension benefit under the FCA US LLC-UAW Pension Agreement become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the FCA US LLC-UAW Pension Agreement, such employees shall not be treated as deferred vested by reason of their participation in the VTEP.
VTEP PAYMENT OFFSETS

Any VTEP payment to an eligible employee will be reduced by the employee’s outstanding debts to the Company or to the Trustees of any Company benefit plan or program, including any unrepaid overpayments to the employee under the SUB Plan, Exhibits to the National Agreement.

EFFECT OF RECEIVING VTEP PAYMENT

An employee who accepts a VTEP payment shall (i) cease to be an employee and shall have his/her seniority broken at any and all of the Company’s Plants or other locations as of the last day worked subsequent to the date his/her application for a VTEP payment is received (“Termination Date”), (ii) shall have canceled any eligibility the employee would otherwise have had for a Separation Payment and/ FCA US LLC-UAW Pension Agreement, and (iv) shall not be permitted to retire under the FCA US LLC-UAW Pension Agreement for the number of months of the Allocation Period following the Termination Date.

SPECIAL PROGRAM #2
PENSION PROGRAM

GENERAL

The National Committee may recommend that the FCA US LLC-UAW Pension Agreement be amended by letter agreement to provide a special early retirement window for any employee who is at work on or after November 19, 1990 and is between the ages of 55 and 61 who has ten (10) or more years of credited service under the FCA US LLC-
UAW Pension Agreement. Such retirement would provide unreduced basic benefits for the life of the retiree, temporary benefits payable in accordance with the provisions of the FCA US LLC-UAW Pension Agreement and any supplements they may be entitled to based on the provisions of the FCA US LLC-UAW Pension Agreement and the employee’s age and credited service. The annual earnings limitation provisions of the supplements shall not be applicable to any special early retirement.

ATTACHMENT B
MEMORANDUM OF UNDERSTANDING
GOALS AND OBJECTIVES OF JOB SECURITY AND OPERATIONAL EFFECTIVENESS

The Company and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other’s problems and concerns. Accordingly, in addition to the Local Job Security, Operational Effectiveness and Sourcing (JSOES) Committee’s responsibilities for the Sourcing and Job Security Program and participation in discussions provided in related Letters of Understanding, each committee will focus on cooperative efforts toward our common goal to improve the effectiveness of operations and remove barriers to improvements, increase job opportunities and fully utilize the workforce. The local committees will jointly develop a plan through an exhaustive analysis of the location’s operational efficiency.

Within six months of the effective date of the Agreement each Local JSOES Committee will review with Divisional/Group Management and the
International Union the overall competitiveness of the location’s products and their plans indicating actions, and/or changes needed to improve quality and efficiency at their location and to stimulate job security of the existing workforce and attract new work. Such plans must then be approved by the National JSOES Committee.

The National Committee will be available on an ongoing basis as a resource to Local Committees and will review progress at the local level at least on an annual basis.

The following are examples of appropriate areas the local parties may address:

1) Identification of investments in the facility or equipment necessary to improve product quality or operational effectiveness;

2) Procedures and plans to review past out-sourcing and outside contracting decisions, and identify opportunities for insourcing and new business.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the Employee Relations Staff of the Company and the FCA Department of the Union. Such changes would be effective only at the location(s) specifically designated.
During these negotiations, the Corporation and the Union discussed their firm commitment to helping employees who are affected by substance abuse problems. In particular, the parties reviewed circumstances pertaining to an employee returning to work from substance abuse related medical leave of absence who is still using illegal drugs or unauthorized prescription drugs. The parties agreed that permitting such an employee to return to the work place jeopardizes the employee’s safety and the safety of fellow employees. It also hampers the ability of the Corporation and the Union to meet today’s challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.

To address this problem, the parties agreed that drug testing will be included as part of physical examinations for each employee returning to work from a first substance abuse related medical leave for treatment of illegal drugs or unauthorized
prescription drug use or dependency. For purposes of this Memorandum, only medical leaves occurring after the effective date of the 1996 Agreement will be considered.

Drug testing will be conducted in accordance with established Corporation practice, and the reason for conducting the test and the test results will be strictly confidential and will be made known only to the employee, the Managed Care Program (Help-line) or the employee’s Health Maintenance Organization (HMO), whichever is applicable, plant physician, and plant Employee Assistance Program (EAP) representatives having a business reason to know.

An individual who tests positive for illegal drugs or unauthorized prescription drugs will not return to work except under conditions set forth below. To facilitate recovery, the employee will be referred to the Managed Care Program (Help-line) or the employee’s Health Maintenance Organization (HMO), whichever is applicable, and the Employee Assistance Program for assessment and/or follow-up. Upon meeting the objectives of the prescribed course of treatment and a negative drug test the employee may return to work, but will be subject to drug testing for the following twenty-four (24) months, it being understood that such testing will be conducted no more frequently than six (6) times in any twelve (12) month period. The decision as to when an employee must have such a drug test will be made by the plant Medical Department, and will not be a supervisory determination. If the employee subsequently tests positive for illegal drugs or unauthorized prescription drugs, the employee will not be allowed to continue work and will be placed
on medical leave. Criteria for returning to work following this subsequent medical leave will be as described above.

The 1996 Letter of Understanding, Employee Assistance Program, reads in part: “Employees with alcoholism, drug dependency, emotional or personal problems will be able to seek help voluntarily without having to be concerned that their employment status will be affected because they have sought help for such problems.” This provision notwithstanding, any employee who has three (3) positive return-from-medical leave tests within any three (3) year period may return to work after the third positive test only if, in addition to meeting the criteria specified above, that employee agrees to a twelve (12) month waiver which will in part require the following:

1. Drug testing during the period of the waiver.
2. Termination upon a positive drug test result.
3. No access to the grievance procedure to protest the reasonableness of any penalty, including discharge, as the result of a positive test for illegal drugs or unauthorized prescription drugs during the twelve (12) month period.

Other terms and conditions of the waiver may be determined locally by the Company and the Union.

Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Memorandum of Understanding will be treated as though the employee had tested positive.
Employees affected by the above provisions would continue to be subject to the same standards of performance and conduct expected of any other employee.

The parties will meet within thirty (30) days after ratification of this Agreement for the purpose of modifying administrative procedures under this Memorandum.

Individuals who are subject to Department of Transportation or other legally mandated testing will be tested in accordance with specifically developed procedures in addition to the procedure set forth above. In the event of a conflict between the provisions of the Memorandum of Understanding and the Company’s legal requirements, the legal requirements shall prevail.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS DAIMLERCHRYSLER OF AMERICA, UAW CORPORATION

By Jack Laskowski By T. Gallagher
MEMORANDUM OF UNDERSTANDING
RETURN TO “HOME” UNIT

The parties recognize that some employees placed pursuant to Section (54), or Letter 197 - Placement and Workforce Utilization of the National Office and Clerical Agreement may have the desire to return to their “home” unit. The parties recognize also that, in affording such employees the opportunity to return, it is necessary to do so in a manner consistent with the maintenance of quality and efficiency in both the releasing and receiving units. Accordingly, the purpose of this Memorandum is to provide methods and procedures and to detail the circumstances whereby eligible employees will be offered the opportunity to return to their “home” unit.

Upon ratification of the 2015 Agreement, an employee’s home unit is defined as the unit where he first obtains seniority. Employees who have elected to no longer recognize their former home unit or have forfeited seniority based on contractual provisions will have their current unit defined as their “home” unit.

1. Eligible employees are those active employees who have been assigned to a unit other than their “home” unit pursuant to Section (54), or Letter 197 - Placement and Workforce Utilization of the National Office and Clerical Agreement. Eligible employees are further defined as those placed:

   a. Prior to the effective date of the 2015 Agreement who were not offered an opportunity
to return to their home unit pursuant to the work opportunity for laid off employee provisions of Section (54) of the National Office and Clerical Agreement,

b. Subsequent to the effective date of the 2015 Agreement and who have worked at least six (6) months at the new unit.

2. Eligible employees may file an application to return to their “home” unit at the Employment Office on or after their anniversary of the sixth (6th) month following placement. Employees will be provided a copy of their application.

3. Eligible employees who have applied to return to their “home” unit shall be placed (in seniority order) on a “return home” list at the “home” unit.

4. Each unit will maintain an applicant listing for use by the local parties.

5. Should a unit with a “return home” list have employment requirements, it will combine its “return home” list and recall list (if any) in seniority order and recall from such combined list until its needs are met or such combined list is exhausted. Should the combined list be exhausted and additional employment required, it will fill further openings in accordance with other applicable agreements between the parties and then by hire.

6. Should an employee return to his “home” unit under the provisions of paragraph 5 above, the employee will forfeit seniority rights at the “releasing” unit. Should an employee, having requested return under paragraph 2 above, subsequently refuse an
7. It is recognized that the unit from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by “returnees”, the availability of replacement personnel, product or new model launch, releasing unit staffing requirements, etc. In all cases, Management will endeavor to release employees as quickly as possible. Disputes regarding this issue may be referred to the Company’s Employee Relations Staff and the UAW’s National Chrysler Department for resolution.

8. Employees transferring pursuant to the provisions of this Memorandum will be placed on available work and will not be eligible to alter the vacation schedules in effect at the time of their return.

9. An employee accepting transfer will be eligible to receive a relocation allowance as provided in the Exhibits to the National Agreement after providing documentation satisfactory to Management that the employee has changed permanent residence and relocated.

10. It is recognized that the purpose of the six (6) month waiting period is to minimize churning and not intended to create opportunities to hire shortly after individuals are placed from one plant to another. If unique situations involving the six (6) month Home

offer of return, the employee shall lose seniority at all units of the Company except the unit at which he is working.
Unit Return Provision arise, the National parties can review those situations and, if appropriate, provide a deviation to the application of the six (6) month waiting period.

11. The parties recognize that the provisions of this Memorandum have complex administrative implications. Accordingly, claims of violation are not subject to the Grievance Procedure but instead may be referred to the Company’s Employee Relations Staff and the UAW’s National Chrysler Department for resolution.

M-13

Memorandum of Understanding
Health and Safety

I. Joint Commitment to Health and Safety

This Memorandum of Understanding supplements the National Production and Maintenance Agreement between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and certain of its Local Unions dated December 16, 2019 as follows:

WHEREAS, no subject is of greater concern to the Company and the Union than the physical wellbeing of employees in Company facilities, and in our recent negotiations no subject received or deserved a higher priority than promoting safe and healthful working conditions in the plants and PDCs; and
WHEREAS, the parties agree that an ongoing program, in which both will participate and cooperate, will aid in achieving this objective; and

WHEREAS, each Company location has established a Local World Class Participation Council (LWCPC) to coordinate leadership involvement in all Joint Activity Programs including the area of Health and Safety. This committee was developed for the purpose of reinforcing direct involvement, by upper management and elected union official leadership, in joint activity programs including, the attainment of the plant’s general health and safety goals. The parties mutually agreed that the LWCPC shall provide active support for Health and Safety related matters; and

WHEREAS, the Company shall have the obligation to continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; and

WHEREAS, the Union shall cooperate with the Company’s efforts to carry out its obligations,

NOW, THEREFORE, it is hereby agreed as follows:

II. Company Responsibilities

The Company agrees to:

(a)--Recognize its obligation to provide a safe and healthful working environment for employees. The implementation of actions to help our employees realize a healthy, injury-free work environment is a leadership responsibility. Responsibility for health
and safety matters remains, however, with the Company.

(b)--Provide annual training for members of the Local Joint Health and Safety Committee hereinafter referred to as the LJHSC and appropriate training in health and safety for all employees and the alternate health and safety representatives. Union Staff, Management Health & Safety and other personnel not members of the LJHSC will be included in the annual training if they are presenting health, safety and ergonomic subjects and/or directly involved in health, safety or ergonomic projects. The NJC will have final discretion on who attends the conferences. The LJHSC and other conference attendees will be provided training as appropriate, at the annual Health, Safety and Ergonomics conference, at the discretion of the NJC. The Vice President and Director International Union, UAW FCA Department will be provided the opportunity to review and participate in such training or instruction programs and make necessary recommendations.

(c)--The Company, upon request, will provide to the Union member of the LJHSC, access to the available health and safety documents referenced in Company policies. It will be at the discretion of the NJC to provide all such documents that are not available from the Company such as:

National Safety Council Publications
Governmental Standards on Health and Safety
Corporate Health and Safety Bulletins
Trade Publications
ANSI/NFPA standards
Publications of Local Safety Councils
(d)--Provide by March 1 of each year to the health and safety professionals of the International Union’s staff a copy of OSHA 300 log, and the corresponding manhours worked and incidence rate for each facility.

III. National Joint Committee on Health and Safety

The National Joint Committee on Health and Safety hereinafter referred to as the NJC consists of three (3) representatives of the International Union appointed by the Vice-President and Director of the International Union, UAW FCA Department, and three (3) representatives of the Company appointed by the Vice-President of Employee Relations of the Company. Each party will appoint at least two (2) members who have professional training in industrial hygiene or safety.

(A) This Committee shall:

(a)--Meet at least quarterly. Minutes will be prepared for each meeting and a copy given to the International Union members.

(b)--Review the Company’s safety and health, ergonomics and medical programs and make necessary recommendations.

(c)--Develop and recommend Company appropriate annual training to the LJHSC.

(d)--Develop and recommend Company guidelines for employee training.
(e)--The NJC will designate representatives of its organization to jointly review new or revised government regulations which may affect Company health and safety programs as well as review new or revised Safety Manufacturing Instructions (SMI’s), Industrial Hygiene Bulletins, Safety Bulletins and other Corporate Health and Safety documents such as the Contractor Safety Manual on an annual basis. The NJC will discuss in advance, what impact, if any, such change(s) may have upon the Company’s health and safety programs.

(f)--Review problems concerning serious or unusual situations affecting facility health and safety, medical and new model launch design-in-safety to make recommendations.

(g)--Receive and review injury and illness data for all facilities that the Company is required to compile on OSHA 300 log with corresponding man-hours worked and incidence rate.

(h)--Receive and deal with matters referred to them by the Divisional Health and Safety Review Board (DHSRB) and the Local World Class Participation Council (LWCPC).

(i)--In remembrance of workers who have lost their lives while on the job, materials will be provided for viewing by all employees per instructions provided by the NJC. Each location will receive instructions prior to the specified date of our observance of Workers’ Memorial Day.

(j)--The Company and the Union will work jointly with other recognized leaders in workplace health and safety, such as the National Safety Council, American
Society of Safety Engineers, Global Organization of Ergonomics and the Institute of Industrial Engineers to explore innovative methods of sharing best safety practices and training wherever possible. The National Joint Committee on Health and Safety (NJC) will meet and determine a process to accomplish our shared objectives in this area. The NJC will report its findings to the Vice President and Director International Union, UAW FCA Department and the Vice President of Employee Relations for the Company.

(B) The responsibility for the integration of B.E.S.T. and WCM shall remain with the NJC.

(a)--Specific training will include, at a minimum, all necessary WCM health and safety courses. As part of the Annual Health and Safety training, the LJHSC will be coached on their roles and changing responsibilities and provided training on key Health, Safety and Ergonomic subjects.

(b)--The B.E.S.T. Operating Principle tools will continue to be utilized to ensure alignment with WCM and joint projects standardization. The Weekly Safety Incident Review Board Meeting (WIRBM) is a key joint leadership initiative and will continue to be supported by the parties with attendance and engagement. In addition, one of the weekly meetings per month shall continue to include the key elements of the former Monthly Safety Review Board Meeting.

(c)--We will jointly continue to enhance health and safety projects by providing direction to the LJHSC, driving standardization, streamlining, where the joint parties agree it is appropriate, and placing appropriate mechanisms in place to aid sustainment in the process.
(d)--Risk assessment and hazard control tools for machines/equipment and workstations such as Job Safety Risk Assessment (JSRA), Job Safety Risk Prediction (JSRP) and ErgoPal will continue to be used to evaluate jobs. This includes identification of tasks, identification of hazards associated with each task, risk assessment, including documentation of near misses and selection of method(s) to control. Reporting near misses and correcting them before an injury occurs is a key leading indicator and an important WCM element in our continued effort to prevent injuries in our workplace. The parties agree that it is everyone’s responsibility to report near misses and employees who report near misses will not be subject to disciplinary action as a result of reporting the incident. Selection of controls will be based on the hierarchy, which gives preference to engineering solutions over procedures and personal protective equipment. High hazard jobs should be determined by the LJHSC.

IV. Health and Safety Review Boards

Health and Safety Review Boards are established to review the status of the health and safety program and resolve health and safety issues.

(A) Weekly Incident Review Board (WIRB)

The WIRB established at each location is co-chaired by the Plant/Location Manager and the Local Union President. WIRB members will also include the plant/location manager’s staff, LJHSC, and the local shop committee. The responsibility of the WIRB is to review and monitor the health and safety program and WCM/WCL safety related activities at the facility. The LJHSC will provide technical assistance to the
WIRB. Any health and safety issues not resolved at the local level will be elevated to the Division Health and Safety Review Board.

(B) Division Health and Safety Review Board (DHSRB)

The DHSRB is co-chaired by the Environment Health and Safety Division Lead and the National Joint Health and Safety Co-Leads, who are members of the NJC. A DHSRB is established for Engineering, Office and Clerical. The purpose of this review board is to meet and resolve health and safety issues that have not been resolved by the LWCPC.

The DHSRB shall meet on a regular basis to consider appropriate health and safety matters within the respective divisions, including the review of ergonomics, design in safety activities, Industrial Hygiene and WCM/WCL safety pillar activities. Health and safety issues unresolved by the DHSRB will be referred to the NJC.

(C) Special Health and Safety Review Board (SHSRB)

The parties are committed to preventing fatalities and serious injuries. The SHSRB will consist of the DHSRB for Engineering, Office and Clerical and the General Manager/Vice President or their designated representative, Vice President and Director International Union, UAW FCA Department or their designated representative, the UAW International Servicing Representative, UAW International representatives, Corporate OSH, and the National Joint Health and Safety Department Co-Leads. In the event of a fatality or serious injury,
a special review board meeting will convene as soon as appropriate upon the request of the NJC. The purpose of the SHSRB is to assist in the joint investigation and incident review. An investigation including a safety hazard analysis of the job or operation at issue will be conducted by a joint team including UAW International representatives and FCA Health and Safety staff, trained in accident investigation. Once the investigation is complete, the joint investigation team will recommend corrective action measures as necessary. Furthermore, the SHSRB shall meet as necessary to review elements of the health and safety program.

V. Local Committee

(A) Establishment of Local Committee and Representation

The LJHSC at the Chrysler Technology Center (Local 412, Units 1, 10, 14, 32, 57, 77) and Chelsea Proving Grounds, Arizona Proving Grounds and Local 889 (all Detroit area units) will consist of one (1) representative appointed by the Management and one (1) representative appointed by the Vice President and Director International Union, UAW FCA Department. The maximum number of hours per week in which the Union member of each LJHSC will be allowed to perform their functions shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Hours Per Week</th>
</tr>
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<tbody>
<tr>
<td>600 or more</td>
<td>40</td>
</tr>
<tr>
<td>250 to 599</td>
<td>8</td>
</tr>
<tr>
<td>Less than 250</td>
<td>4</td>
</tr>
</tbody>
</table>
In our other facilities where there are UAW represented salaried employees, the basic principles of this Memorandum of Understanding, except those provisions pertaining to LJHSCs and tours by Local Representatives, shall apply to our office, clerical, engineering and technical employees. Their interests and/or concerns shall be represented by the Union Representative of the LJHSC.

(1) Hours of Work

Adjustments to the maximum number of hours each Union member of the LJHSC will be allowed to perform their functions shall be made twice each calendar year, (1) effective the second pay period in May, based on the number of hourly employees on the active roll in the facility on the third Wednesday of the preceding month of April, and (2) effective the second pay period in November, based on the number of FCA employees represented by the UAW on the active roll in the facility on the third Wednesday of the preceding month of October. The Vice President and Director International Union, UAW FCA Department shall advise the Company Employee Relations Staff in writing of the names of the appointees and the facility in which each is assigned. No Union member of a LJHSC shall function as such until the Company is so advised. The Union member of the LJHSC shall serve an indefinite term. The Union member will receive training as outlined hereinafter, without cost to them.

(2) Alternate Health and Safety Representative

(a)--In the event the Union member of the LJHSC is absent for one (1) day or more, the member shall be replaced by an employee who has been designated
as the Alternate Health and Safety Representative by
the International Union, provided, where possible,
the Union member of the LJHSC has given local
Management at least one (1) week advance written
notification of the expected absence of the regular
Union member. The Alternate Health and Safety
Representative will be allowed to function in the
absence of the Union member of the LJHSC when
such absence is occasioned by the Union members
absence for the annual joint training conference. As
soon as practical following the effective date of this
Agreement, the International Union shall provide
to the Company the names of the employees who
have been designated by the International Union as
Alternate Health and Safety Representative.

(b)--Notwithstanding paragraph (a) above, the
Union member of the LJHSC may be replaced by
the Alternate Health and Safety Representative when
the member is absent for one (1) day or more to
investigate work related fatalities, serious accidents,
and, in accordance with V(C), conditions involving
imminent danger when such fatalities, accidents
or conditions occur during the Union members
absence. Upon provision of one (1) week notification
the Alternate Health and Safety Representative
will be released to replace the Health and Safety
Representative for absences of one (1) day or more.
Management will consider the business conditions
to determine the ability to release the alternate in
emergency cases where the one (1) week notice is
not provided.

When replacing the Union member of the LJHSC,
the Alternate Health and Safety Representative shall
be subject to all the provisions of the Agreement
applicable to the Union member of the LJHSC.
(3) Part Time Health and Safety Representative Obligations

(a) -- The Union member of each LJHSC who does not qualify under the schedule herein, to perform their functions forty (40) hours per week has a regular job to perform and that they will advise their Supervisor on each occasion when it is necessary for them to leave their regular job in order to function as a member of the LJHSC. The LJHSC shall be permitted to attend Shop Committee meetings, Special Conferences when requested, during the portion of such meeting or conference when health and safety issues or grievances thereon are discussed.

(b) -- The Union member of each LJHSC will be paid only for time spent performing their LJHSC functions during the time they are scheduled to work.

(c) -- When a Union member of the LJHSC is permitted less than forty (40) hours a week away from work, the designation of such time shall be made by mutual agreement between the Local Union and the Local Management.

(4) Overtime Scheduling

The Union member of the LJHSC will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in their department and when so scheduled shall not perform their function as a Union member of the LJHSC; provided, however, when three hundred (300) or more, or more than 50% of the regular work force on their shift in a facility of 600 or more FCA
employees represented by the UAW are scheduled to work during hours for which they are entitled to receive premium pay under either Section (69) or Section (70) of the National Engineering and Office and Clerical Agreements, the Union member of the LJHSC for that facility will also be scheduled to work and to function as Union member of the LJHSC during such hours. In addition, they shall be scheduled when new equipment and/or major process changes are being installed or tried out which may affect employee safety and one hundred (100) or more of the employees on their shift are scheduled to work.

(5) Function Under Reduced Workforce Conditions

During a reduction in the work force in a facility of six hundred (600) or more employees the Union member of the LJHSC shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the members shift are working, except that during a reduction in force due to model change or facility rearrangement the member shall be permitted to perform the functions of the office when one hundred (100) or more of the employees on the member’s shift are working.

(6) Conduct

The Union member of a LJHSC will be permitted to perform their duties during regular working hours, subject to the following conditions; (a) that the time be devoted to the prompt handling of matters which are proper and pursuant to the terms of the Memorandum and (b) that if it is necessary for a Union member of a LJHSC to speak to an employee about a health and safety matter they shall make
prior arrangements with the employee’s Supervisor to do so.

(7) Working Hours

The Union member of a LJHSC shall be assigned to the first shift.

(B) LJHSC Functions

The LJHSC shall:

(a)--Meet at least weekly to review health and safety activities/conditions/conduct systematic inspections within the facility. Evaluate program status and make recommendations as needed. A summary list of items discussed shall be provided to the Union member of the LJHSC.

(b)--Accompany Government Health and Safety inspectors, International Union Health and Safety professionals, Company Health and Safety professionals, private agency officials, and Company consultants on facility Health and Safety inspection tours. When possible the Company will provide advance notice to the LJHSC of such visits. A copy of any related reports, including those of insurance inspectors, will be provided, upon request, to the LJHSC and the DHSRB regarding violations of applicable local, state, or federal code or standard violation(s). In facilities of less than six hundred (600) employees, the time spent by the Union member accompanying such inspectors and professionals shall not be charged against the members weekly allotted hours.
(c)--Be informed of lost work day cases, Health and Safety hotline calls, review results of the facility safety investigation of such accidents and upon request, review completed OSHA 301 reports or their equivalent and make any recommendations. Investigate and periodically review all work related fatalities and serious accidents, as defined in SMI-54. When SMI-54 events occur the Management member of the LJHSC will notify the Union member of the facts, and arrange upon request, for them to enter the facility with pay to jointly investigate. The National Joint Health and Safety Co-Leads and the LJHSC will receive an electronic copy of all SMI-54s via Company email system.

(d)--Receive a copy of the facility’s report on OSHA 300A and the facility’s man-hours worked and the incidence rate for the pertinent period.

(e)--Periodically review the OSHA 300 log for; lined out cases and associated rationale, lost time, and the correlation between Workers’ Compensation cases from the OSHA 300 log.

(f)--Review, recommend, and participate in local safety education, information programs and employee job related training.

(g)--Ensure WSOT results are properly entered into the jointly accessible Company database by a person designated by the LWCP Co-chairs.

(h)--The current elements of B.E.S.T. such as pocket cards that capture audit countermeasures and closure status will be integrated into the jointly accessible Company database; changes to such elements shall have NJC oversight. This database
may also include: PIV license status, LO validations and training, Safety Talks, SMI-58 audits, and Ergonomic assessments.

(i) -- Ensure facility access to the Company OSHA recordkeeping information depository is made available to Local Union Presidents, members of the Shop Committees and Chief Stewards upon request.

(j) -- Where the WCM methodology is implemented, the UAW Health and Safety Representative will work with the WCM Technical Safety Pillar at facilities. The Technical Joint Safety Co-Pillar Leads shall both be responsible for the following:

- Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with facilities route-map objectives.

- Participation in pillar meetings, monthly WCM calls and lead WCM training on pillar tools and associated activities (with ULs, TLs & TMs).

- Work with members of management and UAW on all shifts to implement pillar activities and remove barriers where applicable in a professional manner (including; JSRAs, JSRPs, Safety Captains, SMATs, & Kaizen Journals).

- Improve Pillar knowledge through kaizen and project creation, implementation and tracking of results.

- Joint development and presentation of safety material at the WCM audits.
(k)--Upon request, FCA will notify the LJHSC of significant environmental remediation projects, spills or releases that are subject to government reporting requirements. The LJHSC will forward such information to the NJC.

(l)--Modifications will continue to include a notification to the Union when a contractor on-site has a serious near-miss incident that could have potentially injured UAW represented employees in the immediate area.

(m)--The LJHSC will be advised when new or revised Health and Safety policies and procedures are issued.

(C) Imminent Danger

When either member of the LJHSC has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be communicated without delay to the committee members so that a joint investigation can be conducted immediately and necessary recommendations made. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

(D) Information, Equipment and Resources

The Company agrees to:

Provide to the Union member of the LJHSC and to the National Committee prompt notification of fatalities and serious accidents (as defined in SMI-54).
1. Safety and Industrial Hygiene Equipment

(a) Provide equipment for measuring vehicle speed, noise, air contaminants, and air flow which will be available for use by the LJHSC. Proper arrangements shall be made to permit the Union member of the LJHSC to use the safety and industrial hygiene equipment available to the Management member of the LJHSC and in which the members of the LJHSC have received training.

(b) Where necessary, measure noise, air contaminants, and air flow with approved direct reading equipment provided by the Company as set forth hereinafter. The LJHSC shall also use, or observe the use of appropriate industrial hygiene and safety testing equipment as required where available in the facility. The LJHSC shall be provided hands-on training on duct static pressure and face velocity measurement using existing industrial hygiene equipment and will be familiarized with the review and interpretation of data contained in IH reports. Periodic reviews of noise surveys will be completed at applicable facilities. Recirculation of air will not be permitted where employees’ health and safety cannot be assured.

(c) Exposure results from all personal breathing zone air sampling will be entered in the sampled employee’s medical record. The LJHSC shall be informed in writing of such exposure and shall advise the employee. The Union member of the LJHSC shall also be informed in writing of any corrective action to be taken.
2. Use of Camera/Video Camera

The LJHSC at all locations shall have equal access to a camera/video camera. The LJHSC will be permitted its use as an aid in conducting joint investigations and inspections, where special circumstances dictate the need, such as where photographs/video tapes are necessary to enable the LJHSC to adequately explain or describe serious safety or health problems to responsible facility management. The LJHSC may also use the camera/video camera to photograph health and safety items that are being referred to the NJC.

Upon request, the Union Member of the LJHSC will be provided with copies of photographs/video tapes which relate to health and safety matters in the facility. Such photographs/video tapes shall remain the property of the Company and shall be for the internal use of the LJHSC only and shall not be reproduced, published or distributed.

International Union Representatives responding to a properly submitted request for Health and Safety assistance, may use cameras and/or video cameras under the same restrictions as the LJHSC, upon approval of a “General Use Photo / Video Camera Registration and Temporary Pass Request”.

3. Place To Work

Each facility will make available to the Union member of the LJHSC a place where the member can write reports or review health and safety material. In addition, the member will be provided a computer or assigned a laptop if requested, with Company internet access for health and safety research
purposes and a filing cabinet or drawer to keep health and safety material.

4. Mortality Data

LJHSC may request the mortality experience pertaining to the facility they represent. Such requests will be referred to the NJC for prompt response using information available to the Company. The NJC will investigate coding of injury/illness cases as necessary.

VI. Research

The Company agrees to permit the NJC to continue to be responsible for evaluating the need for occupational safety and health research, including designating additional projects. The Company and Union agree to examine and conduct research projects on subjects that address immediate health and safety needs. The results of research conducted within Company facilities will only be used for purposes specifically authorized by the NJC. The NJC will be responsible for prompt communication of research findings to affected employees. The NJC, where appropriate, will meet, share information and coordinate research topics with UAW-General Motors and UAW-Ford with respect to future projects.

During these negotiations, the joint parties discussed research to be funded by the National Institute of Health Care Reform (NIHCR). The NJC will convene within 90 days of ratification of the agreement to discuss work plans and define research agenda that are 100% funded by the NIHRC in the following areas:
• The U-Cal Berkley/University of North Carolina breast cancer prevention study.

• Opioid Use disorder (OUD) intervention research:
  o University of Michigan will pilot OUD intervention programs developed by the National Institutes of Environmental Health Sciences (NIEHS).
  o U-Cal Berkley will complete the OUD study.

• An accident prevention conference to eliminate serious injuries and fatalities (SIF).

The research agenda will continue to be circulated to both governmental and non-governmental agencies as well as select university researchers for the purpose of generating collaboration in these areas of research. Funding research projects or studies that are identified through this process will be requested by the NJC through the NIHRC for an FCA total amount not to exceed $250,000. Payments for such projects will be made directly by the NIHCR as approved.

VII. Training

(A) Training Program Design

The Company agrees to provide additional joint health and safety training to enhance the safety awareness, hazard recognition and technical skills of employees covered under the terms of this agreement. To assure basic uniformity, the NJC will develop guidelines to be used by the facilities and
LJHSC to design training programs to meet local needs. The NJC will also develop a system to review and approve health and safety training programs. In addition, the NJC will establish needs assessment and evaluation processes to determine and evaluate existing and future training programs.

The NJC will pursue the most cost effective means for developing effective training programs. Further, the NJC will explore the feasibility and practicability of sharing development costs on common programs with other joint Union-Company training centers.

(B) Joint Health and Safety Training Sub-Committee

A Joint Health and Safety Training Sub-Committee comprised of two (2) representatives of the Company appointed by the Vice President of Employee Relations and two (2) representatives of the Union appointed by the Vice President and Director International Union, UAW FCA Department will serve as a resource of the NJC to assist in achieving the National Committee’s training objectives.

(C) Training Programs

The NJC recognizes that the LJHSC at the facility is responsible for the completion of a training needs assessment. The needs assessment will be reviewed by the LWCPC to ensure it meets the facility’s health and safety training requirements. The National Joint Health and Safety Training Co-Leads will recommend at a minimum the classes below based on the facilities needs and will make recommendations to the NJC for the appropriate resources and funding.
1. Hazard Communication
2. Asbestos
3. RCRA and SPCC Awareness training
4. Ladder Safety
5. Ergo Awareness training
6. Laser/Radiation Awareness training
7. Union Representatives and Supervisors Safety Training

Jointly developed training efforts completed include:

(1) general risk assessment and hazard control,

(2) skilled trades,

(3) non-routine use of powered material handling equipment,

(4) office health and safety,

(5) non-routine jobs related to power generation and distribution,

(6) waste handling,

(7) storage and distribution of hazardous liquids and gases,

(8) Hazard Communication training, including basic refresher training, trial programs directed at chemical hazard communication, issues concerning specific manufacturing processes,

(9) Skilled Trades safety training, including Electrical Safety Work Practices (Arc-Flash) NFPA 70-E for appropriate personnel,
Union representatives and supervisors, LJHSC, and general hazard recognition. The NJC will oversee additional programs in areas such as:

- New hire orientation, in which all new UAW represented employees shall, prior to work assignment on the manufacturing floor, receive at a minimum, jointly developed training in Hazard Communication, Pedestrian Safety and PPE. New employees will receive additional training based on the facility health and safety training needs assessment.

- Refresher training for all employees in existing programs will be conducted within the life of the agreement;

- Annual Train-the-Trainer instruction in Health and Safety will be developed by the NJC;

- Orientation training for new Health and Safety Representatives, Alternate Health and Safety Representative and Management members of the LJHSCs is to be scheduled within 30 days of official appointment;

- Appointed Health and Safety Representative Instruction;

- Furthermore, within one year following ratification of the agreement, instruction is to be scheduled for appointed Health and Safety Representatives who have not yet received instruction;
• Annual first aid, CPR and rescue technique training for confined space rescue team members and emergency response personnel;

• Bloodborne Pathogens Awareness for Skilled Trades;

• CPR Hands Only training made available to employees with an opportunity to practice;

• Production safety awareness;

• Annual Lockout Awareness Refresher Safety Talk; Hazard communication for machining operations;

• Hand tools;

• Joint Health and Safety Certification Training.

All UAW Health and Safety Representatives newly appointed by the International UAW and Company Health and Safety Representatives will complete 240 hours of certification training (employees who have completed a degree in health and safety, related degree or have achieved a nationally recognized certification in health and safety are exempt). Upon completion of the certification training, 24 hours of online training shall be required annually to maintain certification. Certification maintenance training shall be completed during regular working hours. Time spent on recertification will not be deducted from hours allowed for UAW Health and Safety Representatives. In addition, on an annual basis, current and newly appointed facility Health and Safety Representatives will complete one of
the following courses: OSHA 30-hour General Industry training, Occupational Health and Safety Technologist Certification, Specialized Industrial Hygiene or Specialized Ergonomics training. The UAW Health and Safety Trainers will be offered RCRA Environmental Certification Training.

The parties agree mandatory Safety Talks addressing refresher training topics on Office Safety, Personal Protective Equipment, Pedestrian Safety, Ergonomics, Hazard Communication, Metal Working Fluids, Adjunct Lockout, Aerial Lift Operation, Crane/Hoist/Sling Safety, Robot Safety, Dock Safety, Hazardous Substances and Low Frequency High Risk will be jointly reviewed by the National Joint Health and Safety Co-Leads and Corporate Safety, and approved by the NJC. Safety Talks will be delivered by Supervisors in an appropriate manner agreed upon by the LWCPC with oversight by the NJC. In addition, the Joint Health and Safety computer based training (CGCW-NTCHST14) for Safe Operation of Powered Industrial Vehicles shall be repeated at the time in which a PIV operators license is reissued, or as otherwise required in accordance with the Company PIV policy (SMI-124).

The LJHSC will review refresher safety training subjects annually and determine the need for additional refresher training requirements based on injury/illness experience trends at the location.

Jointly developed health and safety training programs are currently available via the Company’s training & employee development system. Training programs for UAW represented employees shall be scheduled and delivered under the direction of the facility’s UAW Health and Safety Trainer. The
UAW Health and Safety Trainer will be provided a computer or assigned a laptop if requested. All Authorized lockout training for necessary employees shall be scheduled and delivered by the facility’s UAW Health and Safety Trainer under the direction of the LJHSC.

(D) Job Specific Training

Continue to provide jointly developed health and safety training programs and job specific training of affected employees during scheduled work hours based upon the recommendations of the NJC.

(E) Computer Training for Access to OSHA Data

Provide access and training to the Local and National Committees through existing terminals to on line OSHA 301 and 300 data and reports of ergonomics activity and accident investigation status. Initial and refresher training will be provided to the UAW Health and Safety representatives, Alternate Health and Safety Representatives, Local Union Presidents, Shop Committees, Chief Stewards, Ergonomic Analysts and designated users on the Company’s OSHA recordkeeping information depository. The UAW Ergonomic Analyst shall be provided access to injury and illness data including all occupational related first aid visits.

(F) Health and Safety Trainer Responsibilities

Where the WCM methodology is implemented, the UAW Health and Safety Trainer will work with the WCM Technical Environmental (ENV) Pillar at facilities. The Technical Joint ENV Co-Pillar Leads shall both be responsible for the following:
• Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with facility route-map objectives;

• Participation in pillar meetings, monthly WCM calls and lead WCM training on pillar tools and associated activities (with ULs, TLs & TMs);

• Work with members of management and UAW on all shifts/crews to implement pillar activities and remove barriers where applicable in a professional manner (including; EMATs (Environmental Management Audit Training), identification of ENV Unsafe Acts and Conditions & Kaizen Journals);

• Improve pillar knowledge through kaizen and project creation, implementation and tracking of results;

• Joint development and presentation of environmental material at the WCM audits.

Health and Safety—The appointed UAW Health and Safety Trainer will develop an annual training needs assessment/matrix utilizing the standard format that includes:

• A Breakdown of classes required by job classification/assignment;

• A Schedule required to complete the training;

• The frequency at which the training is required and offered;

• The status of completed training.
This needs assessment shall be updated and provided to LJHSC on a monthly basis. The UAW Health and Safety Trainer will be responsible to ensure the training is completed in accordance with the assessment and properly updates the company training database.

VIII. Ergonomics

The parties discussed the comprehensive ergonomics program covering facilities under the Engineering, Office and Clerical Supplemental Agreement which had been agreed to by the Company and the UAW.

It is important to implement ergonomic guidelines at the earliest stages of process development. In that context, Design and Process personnel, including suppliers will review the Company ergonomic design criteria and take them into account when working on advance programs. The Company will review the internal guidelines for ergonomics with the NJC as needed.

(A) Coordination of Activities

The National Joint Health and Safety Training Co-Leads shall coordinate its ergonomic activities under the direction of the NJC with coordination of Corporate Occupational Safety and Health (OSH) and Manufacturing Engineering and provide ongoing technical support to facility ergonomic efforts. Such support may include:

a. Data collection and analysis
b. Job analysis methodology
c. Advanced job modification design
d. Training for Ergonomics personnel  
e. Training for Engineering personnel  
f. Training for Medical staff in medical data management  
g. Communication of solutions/failures to other facilities  
h. Ergonomics program evaluation analysis and follow-up

The NJC will make recommendations regarding resources needed to implement these activities. Quarterly, Corporate OSH and ME shall report to the NJC, summarizing current ergonomics activities and future plans. The current composition of the Joint Health and Safety Certification Program contains adequate ergonomic curriculum to allow UAW Ergonomics Analysts and other participants to perform the functions necessary to facilitate ergonomic improvement activities at our facilities. In addition, the ergonomic focus of the current Joint Health and Safety Certification Program will be enhanced with the in Company of existing ME ergonomic courses. Further, ergonomic courses from the UAW President’s Health and Safety Department will be reviewed with the National Joint Health and Safety Training Co-Leads and Corporate Health and Safety.

(B) Local Ergonomics Committees

Each facility has established a Local Ergonomics Committee (LEC) with the objective of introducing and exploring ways to reduce injuries and illnesses through the application of sound ergonomics principles. The LEC meeting shall include the LJHSC, the UAW Ergonomic Analyst, the Management WO Pillar Lead, and representative from Industrial
Engineering, Plant Medical, designated Workers’ Compensation representative and Plant Production. In addition, the committee will utilize the expert resource(s), of the Plant/Regional Ergonomist where applicable. If certain positions are not applicable at a facility, the LJHSC should document and utilize site specific resources. The LJHSC will serve as co-chairpersons of the LEC. In the event Corporate Health and Safety representatives and/or Regional Ergonomic remediation specialists visit a facility to work on an ergonomic issue, they will coordinate their activities with the LJHSC.

The parties agree to the following:

1. The Ergonomic Analyst will be allowed time away from their job to perform ergonomic functions and to assist in reducing Workers’ Compensation costs. This individual will also be required to develop and communicate a training schedule for initial ergonomic training for all hourly employees to ensure goals are met.

2. Where the WCM methodology is implemented, the appointed UAW Ergonomic Analyst will work with the WCM Technical Workplace Organization (WO) Pillar at facilities. The Technical Joint WO Co-Pillar Leads shall both be responsible for the following:

   - Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with facility route-map objectives;

   - Participation in pillar meetings, monthly WCM calls and lead WCM training on pillar tools and associated activities (with ULs, TLs & TMs);
• Work with members of management and UAW on all shifts/crews to implement pillar activities and remove barriers where applicable in a professional manner (including; MURI analysis, secondary ergonomic analysis & Kaizen Journals);

• Improve Pillar knowledge through kaizen and project creation, implementation and tracking of results;

• Joint development and presentation of ergonomic material at the WCM audits.

3. This individual shall be allowed to function in these activities up to forty (40) hours per week in Production and Maintenance facilities and up to sixteen (16) hours per week for Parts Distribution Center operations and Engineering Office and Clerical facilities.

4. This individual shall be responsible to identify “regular” ergonomic fixes each month that meet the criteria defined in the SOP for jobs requiring remediation per the schedule below.

• Thirty (30) per month – At facilities with a full time Ergonomic Analyst.

• Six (6) per month - At facilities with a part time Ergonomic Analyst.

5. This individual shall be responsible to perform all ergonomic risk assessments associated with the credited ergonomic fixes. Credited ergonomic fixes will be those that have, both, a complete pre and post ergonomic risk assessment.
6. This individual shall be responsible to review the Ergonomic Trend Report, OSHA 300 Injury/Illness log, the WCM first aid report and any MURI element score of 3 to identify jobs that require an assessment.

7. This individual will be required to prepare for the LEC meeting that will be held on a bi-weekly basis at Engineering Office and Clerical locations and monthly in Engineering Office and Clerical facilities with a part time analyst. The preparation will include performing Pre-ErgoPal assessments and all applicable secondary assessments to provide a list of identified jobs that are prioritized by highest risk for the LEC to review. For the jobs that are jointly identified as fixable by the LEC Co-Chairs, the Ergonomic Analyst will be responsible to provide; a completed ErgoFix in the database, recommendations to eliminate or reduce the risk(s) identified in the ErgoPal, identify and follow up with the key people responsible for progress, keep a record of all minutes and sign in sheets and provide evidence of ergonomic risk reduction by performing a Post-ErgoPal.

8. The Ergonomic Analyst and a designated Workers’ Compensation representative shall be members on the LEC. The LEC shall continue to function as initially established, and the local parties, including LWCPC, are encouraged to ensure their committees are active and performing their intended responsibilities. A quarterly report of their activities will be submitted to the NJC.

9. This individual’s responsibilities are to be reviewed by the NJC.
10. Tools used in analyzing jobs shall include a computer or an assigned laptop if requested, ErgoPAL to identify general risk factors, BakPak to look at lifting and lowering conditions, the Snook-Ciriello Tables to evaluate push and pull motions, and the Company manufacturing engineering ergonomic guidelines. The parties will continue to jointly investigate new Ergo tools and make recommendations to the NJC on the need to study these tools in our facilities. This may include the use of additional secondary quantitative assessment tools such as Rapid Upper Limb Assessment Postural Risk (RULA), the ACGIH Hand Activity Level TLV, Multimedia Video Task Analysis (MVTA), Humanscale, U of M Energy Expenditure, and others. Training will be provided for UAW Ergonomic Analysts in the Secondary Analysis tools identified above. Additional requirements will be assessed by the NJC for approval.

11. The Ergonomic Analyst will be afforded the opportunity to attend the WCM WPI course that includes training and provides access to the WPI applicable Jack software.

12. The NJC shall annually review the program’s performance and effectiveness and make appropriate modifications as required.

(C) Control Measures and Skilled Trades

Selection of control methods will be based on the hierarchy, which gives preference to engineering solutions over procedures and personal protective equipment. Members of the LEC will consider solutions within a combination of feasible controls such as:
a. Re-design or re-orient parts, tools and equipment  
b. Use of mechanical devices or power tools  
c. Provide adjustable fixtures and work surfaces  
d. Job re-design  
e. Computer Workstations

The joint parties recognize that ergonomically designed computer workstations are important factors in eliminating risks associated with posture and protecting against ergonomic related injuries. By applying approved control measures, we can significantly reduce ergonomic hazards. In that context, any workstation ergonomic concerns should be referred to the LJHSC to determine if a workstation ergonomic assessment is required or consultation with Plant Medical. At a minimum, the following elements will be considered when investigating computer workstations:

1. Company Workstation Guidelines  
2. Working Positions  
3. Workstation Components

As interim measures pending engineering changes, or where engineering changes are limited in controlling risk factors, administrative controls and feasible work practices will be implemented. Administrative controls such as job sharing and job rotation can be considered. Where element(s) are added to an existing work station and an operator with physical restrictions is assigned to that workstation, the LJHSC shall review the results of the updated ErgoPAL for additional ergonomic considerations. The recommendations of the LEC shall be mutually agreed upon with the Shop Chairman and the Labor Relations Supervisor.
Problems not resolved at the local level will be forwarded to the DHSRB for final resolution. Jobs considered potential candidates for administrative control practices will be reviewed by the health and safety trainer/ergonomic analyst to determine that the original condition will not be further aggravated. Any type of control established should be evaluated within 30 days of its implementation to confirm its effectiveness. After three months, the symptom survey/medical visit review section and the operator/analyst input section of the Post ErgoPAL must be updated. If a problem is identified at this time, a new issue must be opened.

(D) Job Analysis and Time Lines

The LEC shall follow a jointly agreed standard operating procedure (SOP) for how ergonomic concerns are raised, reviewed and resolved. A jointly developed workstation element change review process that involves team leaders and affected employees, will be incorporated into the SOP. This process will require the LJHSC, the UAW Ergonomic Analyst, Industrial Engineering and WO Pillar Team to jointly review workstation changes prior to implementation. The Ergonomic Analyst will perform a comprehensive ergonomic analysis of all job changes that present a potential concern. In addition, a good faith effort shall be made to conduct an initial job analysis, as required, within two (2) months of when a job is identified as having a potential musculoskeletal disorder (MSD) risk factor. The UAW Ergonomic Analyst must use the Ergonomics Database Suite to record progress with ergonomic modification efforts for the purpose of documentation and communication. In that regard, a monthly report will be required of the LEC.
to be forwarded to Corporate OSH and the UAW FCA Department. Each facility shall target a six (6) month time frame to implement feasible measures in accordance with LEC recommendations to control MSD risk factors. The LEC is to develop a “top five” list of the most concerning jobs requiring remediation. Factors to be considered for placing a job on the “top five” list shall include injury rates, ErgoPAL scores, lost work time rates and investment cost paybacks. The LEC will work aggressively to find practical, feasible, economical solutions to the “top five” list. In the event that the LEC believes that a facility is not making proper use of technical resources from the facility available, it should raise the issue with the LWCPC. If not resolved, the matter should be referred to the DHSRB for immediate resolution. During the length of this contract each National Engineering, Office and Clerical facility will be audited jointly by the FCA OSH group and the UAW FCA Department to verify the process the LEC is following.

(E) Ergonomic Support Equipment

Ergonomically-designed seats, and chairs are considered appropriate solutions to control ergonomic risk factors. The Company agrees that it will not remove approved ergonomic support equipment that is currently in use for ergonomic reasons without mutual agreement with the LEC.

(F) Program Management

The Company will continue to support a medical management program for early detection, treatment and placement of employees with musculoskeletal disorders (MSD’s).
The NJC will review periodic reports of the occurrence of cumulative trauma from all Company facilities with UAW represented employees. Problems regarding the proper functioning of the LEC may be escalated following the review board process for review and resolution.

The parties agreed that in order to strengthen our health and safety initiatives, the NJC will design and deliver combined annual Health and Safety and Ergonomics conference to disseminate information about state-of-the-art application, to review project funding procedures and other health, safety, and ergonomic administrative matters and to share information on successful local health, safety, and ergonomics projects.

Acceptable new methods of employee training will be evaluated and implemented by the NJC. The LEC will be provided specialized ergonomic training as appropriate, at the annual Health, Safety and Ergonomics conference, at the discretion of the NJC.

This procedure shall not preclude the filing of a Health and Safety Grievance at Step 1 of the Grievance Procedure.

The parties are hopeful that by providing these resources, positive gains in employee morale, injury rates, quality and costs will be realized.

(G) Standing Support Solutions

The Company continues to replace traditional matting with a safer alternative wood composite support solution in our UAW represented facilities. The use of wood composite support solutions
will not apply to locations where not technically feasible, such as spray booth operations. Prior to the installation of alternative standing support solutions, the LJHSC will review the proposed alternatives and communicate the agreed changes to the appropriate personnel. Options for standing support solutions are defined, and installation implemented, in accordance with the jointly reviewed Guidelines for Standing Support Solutions. The LJHSC and the LWCPC can work together to determine the appropriate standing support solution for specific applications in accordance with the Company Guidelines for Standing Support Solutions. Areas where an operator is required to stand in a static position for 80% of their job and the work area is approximately 5ft x 5ft, qualify for a comfort mat solution. The LWCPC may refer any unresolved concerns to the DHSRB for resolution and escalation to the NJC if necessary.

IX. Lockout/Energy Control Program

The parties recognize an effective lockout/energy control program can only be implemented at the plant level. In order to remain effective, this program must be reviewed and reemphasized.

When performing SMI-58 floor audits, national joint audits, and WSOT audits (conducted by qualified Supervisors and Stewards), authorized lockout personnel will be randomly selected to exhibit their knowledge of how to lockout a specific piece of equipment and/or work cell. These audits shall also include the verification and accuracy of the lockout/energy control placards. The results of these audits will be reviewed at the WIRB meetings to determine the level of lockout compliance

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proficiency. The LWCPC will take immediate actions to remedy any deviations or shortcomings in training, proficiency or adjustments to their Local Lockout Program.

Machine and equipment lockout/energy control graphics required by the Company’s Policy (SMI-107) shall be reviewed biennially to ensure lockout points are appropriately identified and representative of the procedure required for lockout/energy control. The LJHSC shall maintain documentation of the completed reviews.

Within ninety (90) days following ratification of the Agreement, the written program will be reviewed by the LJHSC and the Plant Shop Committee to assure compliance with government regulations and applicable Corporate instructions. The Committees will discuss the program and, as necessary, make recommendations to improve it. This program shall be reviewed and signed by the LWCPC, and submitted to the NJC. A joint lockout/energy control program review team shall be established, utilizing existing resources, comprised of one member from Corporate OSH and one member from the UAW FCA Health and Safety Department. The joint team shall review the programs’ minor servicing task lists, where applicable, for standardization and compliance with the Company’s lockout policy. Each employee entering a work area that may expose them to unexpected hazardous energy is responsible for following the facility’s Lockout/Energy Control Program and is required to control all unexpected hazardous energy to which that employee is exposed.
X. Improvement of Medical and Industrial Hygiene Services

(A) Industrial Hygiene Monitoring

The Company is committed to regular monitoring of employee exposures to regulated and/or hazardous workplace air contaminants and measurement of ventilation system functioning at operations with a potential for hazardous exposures.

(B) Consultants

The Company reserves the right to select and hire appropriate consultants for health and safety services. The Union will be provided Consultant(s) qualifications based on specific legitimate requests. The Union may recommend consultants for Management’s consideration. Included in such recommendation should be an account of the qualifications of the consultants recommended by the Union.

The LJHSC will be informed regarding the engagement of consultants to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the LJHSC.

(C) Medical Visit Report

The summary of Medical visits report including medical surveillance is available to the LJHSC through the Corporate OSH recordkeeping depository.
(D) Air Sampling Plan

The LJHSC, at each facility will continue to implement an air sampling plan unless the LJHSC and Corporate Industrial Hygiene determine a plan is not required. This plan includes measurements for both routine and intermittent exposures.

The LJHSC will coordinate and schedule air sampling events and advise the UAW Health and Safety Trainer. The facility UAW Health and Safety Representatives will have the right to accompany and participate in the sampling with the Company Industrial Hygienist. The UAW Health and Safety Trainers will be offered direction and specialized training jointly coordinated by Corporate Industrial Hygiene and UAW FCA Health and Safety Department, on the use of existing direct read sampling equipment and instrumentation with emphasis on mapping oil mist and noise. All data obtained shall become the exclusive property of the Company with any interpretation, reporting, dissemination of data performed by Industrial Hygiene. Upon request from the NJC, Corporate Industrial Hygiene will review facility air sampling plans at a scheduled NJC meeting.

(E) Chemical Hazards & Permissible Exposure Limits

The NJC will regularly review established permissible exposure limits, such as OSHA Permissible Exposure Limits (PELs), ACGIH TLV’s, and NIOSH recommendations to ensure appropriate Company Exposure Limits are implemented. The Company agrees to make available to the NJC and the LJHSC, Company Exposure Limits on an annual basis. Further, the Company will discuss limits lower
than OSHA Permissible Exposure Limits (PEL), where necessary, taking into consideration such things as OSHA proposals, NIOSH recommendations, ACGIH TLV’s, consensus standard recommendations and other validated and consensed scientific evidence as well as technical and economic feasibility. In addition, special emphasis on chemical control programs will be continued for cutting fluids.

(F) Surveys and Audits

1. The Company agrees to arrange for regular surveys and audits of each facility by the Company’s Industrial Hygiene Staff and provide special surveys and related results upon the request of either facility management or the International Union. The Union member of the LJHSC shall be allowed to accompany health and safety specialists whenever hired by the Company to perform the functions normally performed by the Company’s Industrial Hygiene Staff. Such specialists’ reports, including recommendations for the correction of identified overexposures or unsafe conditions, will be provided to the LJHSC and to the National Joint Health and Safety Co-Leads via Company email system when distributed.

2. During this Agreement the Company agrees to provide the LJHSC a facility noise survey at each applicable facility. The survey will include noise measurements that illustrate levels above 85 dBA, between 80 and 85 dBA, and below 80 dBA. In addition, the LJHSC will be provided an overview of noise abatement control methods. The Company will endeavor to engineer and design new equipment to attain a time weighted average noise limit that does not exceed 77 dBA for initial production start up as
specified in the Company Sound Level Specification for Industrial Machinery and Equipment.

(G) Full Chemical Formulas and Identity of Materials

Efforts will continue to be directed at obtaining full chemical formulations on a non-proprietary basis from suppliers. The Company agrees to provide, the Union in a timely manner, full chemical formulations on a non-proprietary basis when obtained as such on Safety Data Sheets. Periodic meetings will be conducted to review newly approved chemicals.

(H) Facility Ambient Temperature

The Company will continue to maintain facility’s ambient temperatures to protect against hazards associated with temperature extremes. Job tasks that may periodically expose workers to temperature extremes will be evaluated using the JSRA process to determine appropriate safety measures, which may include the use of PPE/thermal weather clothing. Non health related temperature conditions associated with employee comfort shall be addressed by the LWCPC.

(I) Medical Services

The Company agrees to provide competent staff and medical facilities for Manufacturing locations and medical support for PDCs adequate to implement its obligation as outlined in (J, K and L) below.

(J) Medical Exams

The Medical Staff will continue to provide medical services, for OSHA required physical
examinations and other appropriate tests at no costs to the employee, including audiometric examinations, pulmonary function tests, and appropriate medical surveillance as identified by the NJC, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. The Medical Staff will also, provide specific tests required for employees in jobs with special physical requirements per the NJC.

(K) Employee Access to Medical Test Results

The Medical Staff shall protect the confidentiality of employee’s personal health information and medical records as required by applicable law and professional conduct. Patient interviews shall take place at a location that ensures privacy, as in, an exam room.

Each employee or their authorized designate, upon written request of the employee, will be provided access to his or her medical record information within the framework of existing laws and corporate procedures. Whenever an employee requests access to that employee’s medical record, the Company will ensure that access is provided in a reasonable time, place, and manner within five (5) working days for active employees. Any unresolved issues will be directed to Corporate Medical Operations.

Upon request, an employee who visits a facility medical department shall be given a copy of the electronic medical pass, where implemented, no later than twenty-four (24) hours after the visit.
(L) Medical Operations

1. The Company has coordinated healthcare services in order to achieve timely, optimal quality care delivered in a cost effective manner. Great emphasis has been placed on internal medical departments continuing to meet regulatory requirements and guidelines set forth by nationally recognized medical organizations.

2. The Company shall maintain a coordinated medical emergency response process (First Responder notification, CPR, AED, and EMS notification) to achieve prompt and effective response to medical emergencies on the facility floor. AED response will be reviewed by the LJHSC, Security and the Plant Physician/Nurse Practitioner annually.

3. The Company agreed to provide medical staffing during production operations at all manufacturing locations when at least 300 employees are working. The Company will review joint recommendations submitted by the LWCPC as it relates to medical service staffing and implement appropriate scheduling options that meet the needs of the facility and protect the efficiency of the operations, within approved regular hours.

4. Issues regarding the timeliness or quality of medical care, at a particular facility should be immediately addressed to the Corporate Medical Operations.

(M) Lactation Rooms

The Company agrees to provide an appropriate room that is private and secure for nursing mothers
to express milk at non-work times during the workday in accordance with applicable law. The LWCPC, the LJHSC and the Facility Manager shall work together when establishing a location for the lactation room. At a minimum, the room shall be located outside of the facility’s Medical Operations and shall include a table, chair, electrical outlet, a waste basket, and be properly maintained on a regular cleaning schedule. The LWCPC may agree to locate a lactation area to a room that currently has running water.

XI. New Equipment Review

The Company agrees to, as early as possible in the planning process, involve the LJHSC in the joint review of new facility layouts, new, modified and relocated manufacturing equipment and major process changes where employee health or safety may be affected. This process has led to reviews that are dependent on the complexity of the project, to provide that Plant Local Joint Committees are involved with Manufacturing Engineering at the appropriate steps in the project build cycle. This review process will be incorporated into the new equipment specifications. The LJHSC will provide technical support, review risk assessments and consult with other subject matter experts as needed. Completing these reviews may include participating in equipment or process layout reviews. The LJHSC may be required to travel to vendors, facilities or other locations to review such equipment and/or processes. The NJC will oversee development and administration of training regarding design-in-safety for the LJHSC. In addition, management will periodically review with the International Union the introduction of new technology and/or chemicals at Company locations where employee health or safety may be affected.
To ensure that health and safety issues associated with new launches and/or major facility rearrangements are not repeated, the LWCPC will submit to the NJC a written review of health and safety issues associated with these events.

XII. Preventive Maintenance

Within two (2) weeks of the effective date of this Agreement, the Company will prepare a letter for distribution to all locations that stresses the need and importance of established preventive maintenance programs with regard to safety-related legally required regulatory, code, and standards for facility equipment including ventilation systems. An updated written program will be reviewed and signed by the LWCPC annually and submitted to the NJC for review. Skilled trades personnel whose jobs include work on ventilation systems will be instructed in preventive maintenance of such systems.

Preventive Maintenance for process ventilation systems at Engineering, Office & Clerical locations will be reviewed annually by the LJHSC and Corporate Industrial Hygiene at a WIRB Meeting.

XIII. Emergency Response

Each facility shall have an effective emergency plan that addresses the facility’s response to health and safety emergencies. The plan will include trained volunteers that can assist in an emergency response situation when Security Services and/or Medical has not yet arrived on scene. Security Services and/or Medical will direct all aspects of the emergency response coordination, including directing the involvement, if required, of the volunteers and
involving the local Incident Management Team as necessary. Each location will select volunteers that work in major populated production areas and remote locations of the facility. A volunteer for each of these areas will be afforded time off their job in the event of an emergency in their designated area. The areas will be determined by the LWCPC and Local Security Operations at each location. Training will be provided to the appropriate level of response based on the guidelines established by Corporate Medical Operations and Corporate Security Services. In conjunction with the emergency plan, where appropriate associated equipment will be provided to all parties.

Annually each facility shall perform an appropriate evacuation drill and provide a safety talk covering the take-shelter procedures on each shift when workers are present.

**XIV. Refusal of Hazardous Work**

A worker who has a reasonable belief that their work assignment may result in serious physical injury or illness, may immediately notify supervision. Failing resolution, the issue may be discussed with their union representative.

Should technical consultation be necessary, the LJHSC will be notified. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with Section (19) of the Grievance Procedure.
XV. Working Alone

The Company will take the appropriate precautions when an employee is required to work in an isolated area and the assignment has recognized potential hazards. The LWCPC will ensure appropriate precautions including air sampling ventilation personal protective equipment, communication systems, personnel surveillance arrangements and, as required, adequate support personnel assigned to the area. When an employee brings to Management’s attention a situation where they are reasonably concerned their safety is at risk because they are working alone, management will provide a Job Safety Risk Assessment (JSRA). If a JSRA is not available, the LJHSC will coordinate the completion of a JSRA within 5 working days. The LJHSC working with the local joint leadership, will determine if appropriate interim safety measures are required, which based on risk, may include the use of skilled trades working in the same work group, until the JSRA has been completed. Following completion of the JSRA, each location will jointly update or develop a written Standard Operating Procedure for the job task assigned in the isolated area.

Employees shall be prohibited from working alone when troubleshooting live electrical systems 600 volts or greater. Employees handling potentially hazardous materials for non-routine activities may consult the LJHSC for specific requirements. This will not change or restrict any mutually satisfactory local practice. Problems with any of the above items, which cannot be easily resolved, shall be referred to the LJHSC for disposition.
XVI. Fall Protection Program

Both parties jointly recognize that eliminating injuries from falls will require a comprehensive fall protection program to ensure employees are trained, fall hazards are identified and procedures are implemented.

The Company has implemented a fall protection program that follows the guidelines established in the Company policy on Fall Hazard Control Requirements (SMI-157). The preferred method to prevent a fall hazard is to eliminate the hazard or control exposures. If it is not feasible, then fall protection methods should be selected based on a hierarchy of control measures.

The implementation of a well-designed fall protection program followed by trained employees will eliminate fall hazards and prevent injuries. Fall protection equipment certification training will be offered to the LJHSC during this contract. Individuals or suppliers selected to conduct the formal equipment certification and associated records remain a Company responsibility. Within ninety (90) days following ratification of the Agreement, the written program will be reviewed and signed by the LJHSC and the LWCPC to ensure compliance with government regulations and applicable Company instructions and submitted to the NJC.

XVII. Personal Protective Equipment and Safety Glasses

The Company agrees to provide the necessary or required personal protective equipment (PPE), devices and clothing at no cost to employees and
maintain an adequate supply of PPE in available sizes to accommodate employee needs.

The Company will provide prescription safety glasses to seniority employees, and to temporary employees after completing 30 days of employment, provided such employees work on a job or in an area where eye protection is a company requirement. Such employees must provide a prescription from their own doctor or optometrist. The Company will replace such glasses if damaged by a cause attributable to the employee’s employment or if the employee presents a new and different prescription from their doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

Where required and in accordance with the Company Pedestrian Safety Policy (SMI-161), the Company will make high visibility vests available. As an alternative seasonal option, the LWCPC may approve that employees required to wear high visibility PPE will be allowed to purchase Corporate OSH approved high visibility apparel.

Annually, the Company will review and update the corporate approved PPE listing and provide a copy to the NJC.

XVIII. Powered Industrial Vehicles and Pedestrian Safety

The parties agreed to continue current practices regarding powered industrial vehicles (PIV). Company personnel operating powered industrial trucks and aerial devices will adhere to Company Policies including Powered Industrial Trucks - Operator
Selection, Training, Licensing, and Precautions, and Industrial Truck Preventive Maintenance Program (MHEP-204). Contractors operating industrial trucks and aerial devices at Company locations will adhere to the Contractor Safety Manual (SMI-163). Within twelve (12) months of the effective date of this Agreement, the NJC will review Company Guidelines for Pedestrian Safety and explore new methods to improve jointly developed programs including improved operator visibility in these areas.

The PIV subcommittee at applicable locations shall consist of the LJHSC, the Labor Supervisor, a Material Control Supervisor, a Steward representing the Material Control team members, and the UAW Health and Safety Trainer. The subcommittee shall review and report facility performance of the PIV process to the WIRB on a monthly basis. Company locations will also adhere to Company Guidelines for Pedestrian Safety (SMI-161), to ensure all pedestrians are provided a safe work environment while working around PIV’s. The Company PIV policy and Pedestrian Safety Guidelines will be reviewed annually by the NJC to ensure program elements provide effective PIV/Pedestrian safety measures.

XIX. Inspections and Grievances

The Steward in each district of a facility will conduct a weekly tour and report to the LJHSC any safety or health conditions which they believe to be in need of correction which they have not been able to get corrected through discussions with Management in their district.

The LJHSC will conduct an investigation of those matters contained in such reports. Those safety
or health matters not resolved as a result of such investigation may be referred to the Steward of the district and the Unit Chairperson who may discuss the matter with the Labor Relations Supervisor at the next scheduled regular conference. Union Representatives handling the matter may request the LJHSC to attend the meeting. In those situations the Union member of the LJHSC deems urgent, the matter may be referred directly to the DHSRB and escalated to the NJC as needed.

This procedure shall not preclude the filing of a Health and Safety Grievance at Step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the facility supervision and the Local Union representatives.

Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.

XX. International Union Access and Confidentiality

The Company agrees to:

(A) Provide access, upon reasonable notice, to all Company facilities and locations to health and safety representatives of the International Union. Reports surveys will be provided to the Company.

(B) Provide to the Union member of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the International Union’s health and safety professionals upon request.
The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding.

XXI. Employee Rights

Nothing herein shall be construed to restrict any employee’s rights under Section 502 of the National Labor Relations Act, as amended by the Labor Management Relations Act, 1947.

XXII. Liability

In our Health and Safety initiative, nothing in our agreements, booklets, manuals, and joint programs is intended nor should it be taken to impose upon the International Union, Local Unions, Union Health and Safety Committee and Union Officials, employees or agents, a legal or financial liability for either the health and safety of Company employees or for work connected injuries, disabilities, diseases or related losses incurred by Company employees or its subsidiaries or by third parties while on the Company property.

Dated and signed at Auburn Hills, Michigan, on December 16, 2019.

INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA,
UAW

FCA US LLC
MEMORANDUM OF UNDERSTANDING ON FCA-UAW CENTER FOR EMPLOYEE DEVELOPMENT

The parties recognize the importance of conducting Joint Activities consistent with sound oversight, governance, and accountability including strict financial controls and compliance with applicable laws.

Therefore, the parties agree that in order to achieve the goals set forth above, including the structure, administration and operations of Joint Activities, this Memorandum of Understanding on FCA-UAW Center for Employee Development is created and provides for the following:

Establishment of the Trust Funds

The parties agree that the NTC, which is currently established as a nonprofit entity pursuant to Internal Revenue Code Section 501(c)(5), will be dissolved. The parties agree to establish two (2) Taft-Hartley Trust Funds (Trust Funds) under Section (302) of the Labor Management Relations Act – the UAW-FCA Labor Management Committees Trust Fund and UAW-FCA Voluntary Employee’ Beneficiary Association Trust Fund. The Trust Funds shall be established as tax-exempt organizations pursuant to Internal Revenue Code Section 501(c)(5) and Section 501(c)(9), respectively. Trust Agreements establishing the Trust Funds created pursuant to this Memorandum will be adopted as soon as feasible after the effective date of the 2019 National Agreement. With regard to the operation of the Trust
Funds and the programs designed and funded under the respective Trust documents and in accordance with this Memorandum of Understanding, the parties agree as follows:

1. The assets of the Trust Funds will be used for the exclusive benefit of Joint Activities and other programs as set forth herein, and to defray reasonable and necessary costs of such programs, including the NTC’s wind down costs, legal fees and expenses, and any carry-over obligations of the NTC in accordance with applicable law, and for no other purpose including charitable or other non-program activities.

2. The joint purchase, sale or distribution of FCA-UAW promotional products and novelty items shall be prohibited.

3. The Company shall have the right to review all proposed expenditures of the Trustees of the respective Trust Funds and to accept, modify, or reject those expenditures in the sole and exclusive discretion of the Company. The Company is responsible for establishing internal controls for the Trust Funds and such Trust Funds will be audited on an annual basis by an external independent public accounting firm.

Dissolution of the NTC and Transition of Joint Activities to Trust Funds

1. Company and UAW representatives on the NTC Board of Directors (“NTC Board”) will begin proceedings to dissolve the NTC on the effective date of the 2019 National Agreement in accordance with applicable laws. At the point the
Trusts are established and except as required during the transition period, the NTC shall cease having any involvement in any activities, training, other endeavors, and any other functions of any kind; the NTC shall refrain from withdrawing or expending any funds, making any payments or transfers, and from incurring any new financial commitments and liabilities; and all Company payments, expenditures and funding of any kind relating to the NTC shall cease. The NTC Board will make all necessary arrangements by April 30, 2020 for the National Training Center building located at 2500 East 9 Mile Road, Warren, MI 48091 to be sold, with the proceeds going to the NTC. The NTC Board will also make all necessary arrangements by April 30, 2020 for the Regional Training Center located at 1315 East Hoffer Street, Kokomo, Indiana 46902 to be sold, with the proceeds going to the NTC. The NTC Board will also arrange for an independent audit of the NTC’s property, assets, expenditures, income, liabilities, other finances and activities, the results of which will be provided to the Company and the UAW.

2. Funds from the dissolution of the NTC will be placed into and held by the Trust Funds in amounts to each Trust Fund as determined by the Company.

3. The books and records of the NTC, as they exist on the date of dissolution, will be maintained by the Company in accordance with the Company’s data retention policies and practices.

**Executive Board-Joint Activities**

During the transition period involving the dissolution of the current UAW-Chrysler National
Training Center ("NTC") and the establishment of the Trust Funds, from the effective date of the FCA-UAW 2019 National Agreement ("2019 National Agreement") to June 30, 2020, the Co-Directors of the Executive Board-Joint Activities ("Executive Board") will be the Vice President - Head of Employee Relations, FCA-North America and the Vice-President and Director of the UAW-FCA Department. Thereafter, the Co-Directors of the Executive Board will be the FCA Company Representative appointed by the Chief Operating Officer, FCA – North America and the Vice-President and Director of the UAW-FCA Department. Each will appoint two (2) persons as members of the Executive Board. At all times, the Executive Board shall consist of an equal number of FCA and UAW appointed members.

The Executive Board will actively direct and support Joint Activities in the areas of Health and Safety, New Hire Orientation, Plant Training which will include: i) Diversity and Inclusion, ii) Discrimination Prevention, iii) Sexual Harassment Prevention and iv) Workplace Violence Prevention, Employee Assistance Program, Team Leader Assessments/Audits, Technical Training, World Class Manufacturing (WCM) and other Joint Committees and activities as may be mutually agreed to by the Union and the Company.

The duties and responsibilities of the Executive Board will include, but not be limited to, decision-making, monitoring and evaluating programs related to Joint Activities, joint training, joint programs and related committees (collectively "Joint Activities"), consistent with the Trust Funds described and this Memorandum of Understanding.
Transition of NTC Operations and Personnel

The period from the effective date of the 2019 National Agreement to June 30, 2020 shall be used to transition all Joint Activities and the continuing functions previously conducted by the NTC to the Trust Funds as follows:

1. For the existing NTC Building, 2500 East 9 Mile Road, Warren, MI 48091, the NTC Board will determine which critical maintenance staff will be needed to perform services (if any) until the final sale of the building.

2. The Company’s current intent is to continue Joint Activities training at the 2500 East 9 Mile Road, Warren, MI 48091, property.

3. It is agreed and understood that all affected current UAW-represented employees on Special Assignment will be given reasonable notice of employment reassignments back to their home FCA facilities. The NTC employees, as part of the dissolution of the NTC, will be given reasonable notice of employment terminations, as applicable.

4. To the extent that current UAW International staff perform NTC work in connection with Joint Activities or the transition of such activities, chargeback costs, excluding any and all administrative fees and charges, will be permitted as needed during the transition period ending no later than June 30, 2020.
National Joint Program Representatives

To the extent the Executive Board - Joint Activities determines the necessity, the Parties agree to use National Joint Program Representatives (“Representatives”) in support of Health and Safety, New Hire Orientation, Plant Training which will include: i) Diversity and Inclusion, ii) Discrimination Prevention, iii) Sexual Harassment Prevention and iv) Workplace Violence Prevention, Employee Assistance Program, Team Leader Assessment/ Audits, Technical Training and World Class Manufacturing (WCM). These Representatives will be governed by all Company policies and procedures applicable to FCA UAW represented employees. To the extent any such National Joint Program Representatives are employees of the UAW on assignment as a Representative, the UAW will chargeback, with no administrative fee, to the appropriate Trust Fund for the cost of the UAW-represented National Joint Program Representatives’ compensation and benefits.

Representatives shall work from their designated Company location and shall perform duties in support of their respective programs, including the preparation of summaries of work performed for the Executive Board. The number of Representatives will be set by the Executive Board during the term of the 2019 National Agreement. It is recognized that the number of Representatives will include those on temporary assignments for specific projects and durations. The individuals selected for any Representative role will be appointed by the UAW, subject to the approval of the Executive Board. Removal of a National Joint Program Representative may be effectuated by the Executive Board. If the
Executive Board is unable to agree on a potential removal, that issue may be addressed under the dispute resolution procedures of the Trust Fund(s).

General

The parties have reviewed, and updated provisions contained in the 2015 FCA-UAW National Agreement pertaining to Joint Activities and joint funding. On the effective date of the 2019 National Agreement, all prior National Agreement provisions, Local Agreement provisions, Memorandums of Understandings, Letters, Documents or Excerpts, etc. regarding Joint Activities and joint funding, not specifically provided for in the 2019 National Agreement, shall cease and no longer be applicable. As such, the parties recognize that this Memorandum of Understanding will be the controlling document and supersedes any prior provisions and/or understandings related to Joint Activities and joint funding.

M-15

Memorandum of Understanding on FCA-UAW Center for Employee Development

Under the new Memorandum of Understanding concerning the FCA-UAW Center for Employee Development, the parties have agreed to reorganize the existing Joint Programs as part of two Taft-Hartley Trust Funds (Trusts). Existing contract language, letters, memoranda and other documents reference or relate to Joint Programs and/or the UAW-Chrysler National Training Center (NTC). The parties recognize that such language, some of which has been in place and in operation for a long time, will
need to be conformed to the new ‘Memorandum of Understanding on FCA-UAW Center for Employee Development’ and to the Trusts. In some cases, the language changes may be minor. In others, conforming existing Joint Programs language to the new Trust arrangement may require modifications in order to permit the spirit and intent of such Joint Programs language and negotiated agreements to be implemented and administered under the Trusts.

Therefore, it is agreed that the parties are empowered and shall use the transition period described in the Memorandum of Understanding on FCA-UAW Center for Employee Development to make any such required changes.

The letters identified in Exhibit “A”, attached to this Memorandum of Understanding, will be subject to the above review process and, as modified, republished if required.

Exhibit “A”

*Production, Maintenance and Parts (PM&P) Agreement*

Letter (3) - Employee Assistance Program Representative
Letter (103) - Youth Programs
Letter (106) - Tuition Assistance Plan
Letter (109) - Employee Assistance Program
Letter (111) - National and Local Training
Letter (116) - National Equal Application Committee
Letter (117) - Discrimination and Harassment Prevention
Letter (119) - New Hire Orientation
Letter (124) - World Class Employee Participation
Letter (153) - Attendance Counselor
Letter (154) - College Credit Certificate/Certification Program
Letter (158) - Training for Civil Rights and Equal Application Committees
Letter (159) - Union and Company Awareness
Letter (181) - Technology Training Center
Letter (190) - Local Technical Training Committee
Letter (194) - UAW-Chrysler Scholarship Program for Dependent Children
Letter (218) - Sexual Harassment Counseling for New Hires
Letter (223) - Diversity Training
Letter (248) - EAP Representative Internal Certification
Letter (249) - Work Place Behavior
Letter (251) - Product Quality and Job Security
Letter (255) - Team Member/Team Leader Classification
UP Letter (115) - World Class Manufacturing - UAW Joint Technical Pillar Leads
Verbal Understanding - IQP Database/Employee Suggestions
Verbal Understanding - Tuition Assistance Plan; Dependent Scholarship Program; Label on vehicles
(M-3) – Memorandum of Understanding on Health and Safety

**Engineering, Office and Clerical (E,O&C) Agreement**
Letter (74) - Employee Assistance Program Representative
Letter (121) - Youth Programs
Letter (60) - Tuition Assistance Plan
Letter (70) - Employee Assistance Program
Letter (95) - National and Local Training
Letter (124) - Equal Application Representation
SUPPLEMENTAL AGREEMENT ON PREVENTING EROSION OF BARGAINING UNITS

This SUPPLEMENTAL AGREEMENT ON PREVENTING EROSION OF BARGAINING UNITS (to be known as the Supplemental Agreement on Erosion), made and entered into on the date of signing of the 1993 National Agreements referred to herein, between DaimlerChrysler Corporation (hereinafter referred to as the Corporation) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America
(hereinafter referred to as the International Union) and certain of its Local Unions (said International Union and said Local Unions being hereinafter referred to as the Union).

It is not the policy of the Corporation to reassign bargaining unit work so as to erode bargaining units covered by the National Office and Clerical and National Engineering Agreements between the Corporation and the Union, unless the Corporation can demonstrate clear economic, organizational, or geographic reasons for such reassignments. Furthermore, the Corporation will notify the Union prior to any such reassignment of work. In disposing of cases arising under this Memorandum, the Committee including the Impartial Chairman will reverse Management’s reassignments only in cases where based upon the facts it is apparent that the motive for the reassignments was to provide work to non-Union personnel at the expense of personnel represented by the Union.

THEREFORE, it is hereby agreed as follows:

I. a. The Corporation and the National DaimlerChrysler Department of the International Union, UAW, each will appoint two representatives to a Joint Committee on Preventing Erosion of Bargaining Units (hereinafter called the Joint Committee). Each member of the Joint Committee shall have one vote, but one representative of either party hereto may cast the votes of both representatives of that party.

b. Any claim within the jurisdiction of the Joint Committee shall be deemed a matter on which the Appeal Board has authority to rule.
c. The Joint Committee will be constituted as herein set forth unless and until the parties mutually agree to change its composition or operation, or to discontinue it.

II. Any claim that the Corporation has reassigned work contrary to the aforementioned policy set forth in the preamble of this Supplemental Agreement shall, after verbal discussion of the claim with the Labor Relations Supervisor, be submitted as a grievance by the Local Union at the Second Step of the Grievance Procedure provided by the above mentioned National Agreements within thirty (30) days after the claim arises.

At the Second Step Meeting each party will endeavor in good faith to furnish the other all facts and information then available with respect to the grievance. All plants and offices will also use the approved erosion grievance checklist. The Unit President or Chairman shall initiate and complete the checklist in the meeting and management shall cooperate in its completion. The completed checklist will be forwarded to the Regional Director with the grievance and answers as provided for in Section (21)(f) of the Agreements. It is understood and agreed that the checklist shall be used without prejudice to either party and will not be used or referred to in any arbitration proceeding.

If not disposed of at the Second Step within the prescribed time limits, the same shall, if the Regional Director or his designated representative determine the claim warrants merit for appeal, be submitted to the Joint Committee within thirty (30) days after the date of the answer at the Second Step. Such submission shall be made by the International Union
by written notice to DaimlerChrysler Corporation, Corporate Union Relations, and shall state the facts and the basis of the Union’s claim in reasonable detail. The Joint Committee will meet and consider the matter on a timely basis after receipt by the Corporation of such notice. It may dispose of any such claim (1) by referring it back to the plant of origin as a matter that is not within the jurisdiction of the Joint Committee, or (2) by a written settlement thereof. In the case of claims involving legal issues, counsel for the respective parties may participate in the Joint Committee’s discussion. If the Joint Committee is unable to dispose of a claim within thirty (30) days after the same has been submitted to it, the Union may within ten (10) days after said thirty (30) day period, either (1) give to the Corporation written notice of its desire to submit the same to final and binding arbitration by an arbitrator or arbitrators chosen by unanimous agreement of members of the Joint Committee or, in the absence of agreement, by an Impartial Chairman under said National Agreement, or (2) file a petition with the National Labor Relations Board for an amendment or clarification of the appropriate bargaining unit or units, or (3) withdraw the same, in which event such withdrawal shall be without prejudice to the Union’s right thereafter to renew the claim before the Joint Committee. If the Union does not give such written notice of its desire to submit the matter to arbitration or file a petition with the National Labor Relations Board within said ten (10) day period, the matter shall be considered settled, unless said time limit is extended by mutual consent.

III. In order to establish an orderly procedure for processing claims that are referred to the Joint Committee by this Supplemental Agreement or
that are hereafter referred to it, each such claim shall be assigned a case number in the order of its submission to the Joint Committee, and unless the members of the Joint Committee unanimously agree otherwise, said Committee shall consider and dispose of them in that order.

Any two members of the Joint Committee may call a meeting thereof on five (5) days written notice to the other members. A meeting may be held at the plant of origin of a matter that the Joint Committee will consider at such meeting, in which event a member of the Local Union bargaining committee and a representative of the local plant management may attend, if requested by the Corporation or the Union. Notices pursuant hereto shall be addressed to the National DaimlerChrysler Department of the International Union, UAW, in the case of its representatives, and to DaimlerChrysler Corporation, Corporate Union Relations, in the case of the Corporation’s representatives.

IV. Any employee who, by the terms of this Supplemental Agreement or by a decision of the Joint Committee, an arbitrator, the Impartial Chairman or the National Labor Relations Board, becomes a member of a bargaining unit will have forty (40) days after the effective date of the Supplemental Agreement or decision, as the case may be, in which to become a member of the Union.

The seniority date of such employee will be established in the following manner: (1) if his placement in the bargaining unit is as a result of a decision by the National Labor Relations Board, the Impartial Chairman or an arbitrator, his seniority date shall be his last date of hire, (2) if his placement in
the bargaining unit is as a result of a disposition by
the Joint Committee, said Committee will endeavor
to agree on a seniority date. Failing such agreement
within a reasonable time, then the seniority date shall
be his last date of hire.

V. The International Union, UAW, shall indemnify
the Corporation and hold it harmless against any
and all penalties, damages, or claims, including
reasonable counsel fees, by reason of or arising
out of compliance by the Corporation with the terms
of this Supplemental Agreement or any decision of
the Joint Committee, an arbitrator, or the Impartial
Chairman pursuant thereto.

INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL
IMPLEMENT WORKERS DAIMLERCHRYSLER
OF AMERICA, UAW CORPORATION

By Stan Marshall By T. Gallagher

Salaried Bargaining Unit Temporary Employees

During the 2019 negotiations, the parties
discussed circumstances where business needs
may exist that require the utilization of temporary
salaried bargaining unit hires beyond the scope
provided for in Letter (13) Temporary Hires, as
contained in the 2019 O C & E Agreement and
the applicable provisions of the 2009 Addendum,
and the Loan and Security Agreement. The parties
agreed to apply applicable sections of the S-1 provision of the Production, Maintenance and Parts Agreement to the Temporary Hires Letter (13) of the E O & C Agreement. Pursuant to and consistent with the above referenced agreement, and by mutual agreement, on a case by case basis, the parties may utilize temporary employees to support business requirements and ensure efficiency of business operations during periods when multiple programs are being developed and launched simultaneously, during times of peak workloads, and in other unforeseen circumstances.

Therefore, it is agreed this Supplemental Agreement shall govern the employment of such temporary employees.

Due to the nature of the work performed by the salaried bargaining unit, temporary employees hired by the Company shall normally be scheduled to work Monday through Friday, in addition to premium days, subject to the following:

A. Temporary employees may be scheduled to work daily overtime and on days for which regular full-time employees receive premium pay as such for time worked provided they do not displace regular full-time employees.

B. The employment by the Company of temporary employees shall not be considered as an infringement of the rights of regular employees under the 2019 Engineering Office and Clerical Agreement. In no case will a seniority employee be indefinitely laid-off from a plant if the plant is regularly scheduling temporary employee Monday through Friday. At the time of a reduction in force, a seniority employee who
is to be indefinitely laid off from the plant pursuant to such a reduction may elect to displace a temporary employee.

C. The Company may discharge or terminate the employment of a temporary employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary employee in cases of claimed discrimination on account of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, gender/identity expression, union activity, and membership in any legally protected class.

D. A temporary employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.

E. A temporary employee shall be subject to the provisions of Sections (9) through (14) of the 2019 Engineering Office & Clerical Agreement. The initiation fee and monthly dues regularly required of temporary employees shall be as determined by the International Union, UAW. Notice of the amounts of such fees and dues shall be given to the Company in writing by the International Union, UAW.

F. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Engineering Office & Clerical Agreement.

G. A temporary employee shall be eligible for a profit sharing payment consistent with Exhibit F -
Supplemental Agreement (Profit Sharing Plan) on a pro-rated basis.

H. A temporary employee shall receive payment at the employee’s straight-time salary rate for any of the holidays enumerated under Section (71) of the 2019 FCA US LLC-UAW Engineering, Office, and Clerical Agreement when such holidays occur on a regular workday on the employee’s workweek, provided the employee (1) actually worked at least ninety (90) days prior to such holiday, (2) worked his last scheduled working day prior to and his next scheduled working day after such holiday within the scheduled workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

In situations where disputes arise between the parties, the issue may be referred to the Corporate Employee Relations and the International Union, UAW for disposition.
October 25, 1979

International Union, UAW

Attention: Mr. Harold Schauer

Dear Sirs:

If an employee in one plant covered by the Corporation-Union Agreements, pertaining to Office and Clerical and Engineering employees, is (a) transferred to a position in the plant not included in the unit prior to March 1, 1977, and (b) is thereafter transferred to another plant, along with other salaried employees in the bargaining unit as provided for in Section (57) of the Office and Clerical and Engineering Agreements, and (c) is subsequently transferred to a salaried bargaining unit job at the new plant in the seniority group which was transferred with the work, he shall commence work as a salaried bargaining unit employee with the seniority ranking he had at the time of his transfer out of the unit, plus the seniority accumulated up to March 1, 1977 while working out of the bargaining unit.

If he is transferred to a position not included in the unit on or after March 1, 1977 and is subsequently transferred to a position in the unit, he shall commence work with the amount of seniority he had at the time of his transfer to a position not included in the unit.

Very truly yours,
CHRYSLER CORPORATION
By Donald R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Harold Schauer
October 28, 1985

O&C&E
(2) Salaried Employees Council

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During recent National Negotiations, the parties discussed productivity, employee involvement, job security and other issues of mutual concern to the Corporation, the Union and employees. The parties recognized that these issues impact on all Corporate employees, hourly and salary, and are best dealt with by National Councils which take into account overall employee productivity and competitiveness of the Corporation as well as employee welfare.

However, the parties further recognized that our represented salaried employees often have unique problems not common to hourly employees which require new and innovative approaches. Accordingly, a National Salaried Employees Council for Progress is hereby established. The Council shall be chaired jointly by the Director of Union Relations for the Corporation, and the Director of the Chrysler Department, or his designated representative, for the Union. The Council shall have three (3) additional representatives of the Corporation, and three (3) additional representatives of the International Union, as appointed by their appropriate directors. The Council shall be empowered to address issues of major importance to the Corporation and the Union during the term of our National Agreements. In addition, the Council shall have responsibility for monitoring and assisting the following Sub-Councils, or Committees, consisting of two (2) representatives of the Corporation, and two (2) representatives of the International Union, which shall deal with the following specific subject matters:

- -- Study Committee on Working Hours and Schedules

- -- Chrysler-UAW National Committee on Technological Progress

- -- Joint Committee on Preventing Erosion of the Bargaining Units

It is understood and agreed that the Council and its corresponding Sub-Councils are established to promote harmonious relationships in a non-adversarial setting in order to accommodate the well-being of all our employees and the viability
of the Corporation. To that extent, the parties have agreed that such councils do not replace, and are not intended to usurp, the Grievance Procedure or the collective bargaining process.

Very truly yours,
CHRYSLER CORPORATION
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Marc Stepp

December 10, 1982

O&C&E
(3) Displacement

International Union, UAW
Attention: Mr. Leonard J. Paula

Dear Sirs:

If, as a result of an indefinite layoff as defined in Section (49) which at its commencement is expected to last two (2) or more weeks, a salaried employee with one (1) or more years of seniority would, pursuant to the application of Section (52), (excluding Subsection (b)2.(c) of the Office and Clerical and Engineering Agreements) displace a junior employee on a job for which his base weekly salary calculated in accordance with the Salary Grades and Progression Application Supplement to said Agreements, would be reduced by more than twenty percent (20%), he may elect, in writing, within twenty-four (24) hours after receiving notice of layoff, either to (1) displace the junior employee on such job or (2) be laid off from the seniority group and receive Supplemental Unemployment Benefits, as long as he meets the eligibility requirements for a Regular Benefit as set forth under the Supplemental Unemployment Benefit Plan.

A salaried employee who elects to be laid off shall not, for the duration of such layoff, be entitled to displace a junior employee pursuant to Section (52) or any local supplemental agreement and shall be subject to recall pursuant to Section (53) of the Office and Clerical and Engineering Agreements only to a job the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is eighty percent (80%) or
more of the base weekly salary the employee received at the time of layoff. For purposes of such calculations only, the base weekly salary of the laid off employee will be presumed to include any general or improvement factor increase which became effective after the employee was laid off. If he refuses or fails to respond to such recall, his seniority shall terminate at all plants and units of the Corporation.

If a salaried employee with one (1) or more years of seniority who is indefinitely laid off as defined in Section (49) for two (2) or more consecutive weeks and who does not have sufficient seniority to displace any other employee in his seniority group pursuant to the application of Section (52) (excluding Subsection (b)2.(c) of the Office and Clerical and Engineering Agreements) is recalled pursuant to Section (53) to a job the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is less than eighty per cent (80%) of the base weekly salary the employee received at the time of layoff he may at that time elect in writing to remain on layoff. Thereafter he shall be subject to recall only as provided in the foregoing paragraph with respect to an employee who elected to be laid off. If he refuses or fails to respond to such recall, his seniority shall terminate at all plants and units of the Corporation.

A laid-off employee who does not accept an offer of work pursuant to Section (54) or (55) on a job, the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is less than eighty per cent (80%) of the base weekly salary he received at the time of layoff, shall not for that reason be ineligible for Supplemental Unemployment Benefits.

Very truly yours,
CHRYSLER CORPORATION
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula
October 28, 1985

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

In the event a plant of the Corporation in which there is a bargaining unit covered by the National Engineering or Office and Clerical Agreements is closed, the Corporation will discuss with the International Union the feasibility of permitting employees who are permanently laid off as a result of the plant closing and who have accepted work opportunity in a unit in another plant of the Corporation covered by the National Engineering or Office and Clerical Agreements to carry their seniority to the new unit.

Additionally, for employees represented by Local Union No. 889, the provisions of this letter shall apply to an office closing in which an entire office and clerical bargaining unit covered by the National Office and Clerical Agreement is discontinued or transferred to another facility of the Corporation.

Very truly yours,
CHRYSLER CORPORATION
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Edward A. Rickey
October 29, 1979

International Union, UAW

Attention: Mr. Harold Schauer

Dear Sirs:

The Corporation will continue to pay salaried Office and Clerical and Engineering employees for casual absences when such absences are for justifiable and proper reasons, including but not limited to, personal illness, serious illness in the immediate family and other absences normally considered as being unavoidable, and are reasonable in number. The Corporation has not established a fixed maximum for which an employee will be paid casual absences. The extent to which an employee will be paid for such absences shall be determined on the basis of each individual case.

When the Union believes the Corporation denied payment for an employee’s casual absence without sufficient reason, the Union may submit a grievance in the Grievance Procedure.

Very truly yours,

CHRYSLER CORPORATION
By Donald R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Harold Schauer

November 19, 1990

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

For the purposes of Sections (75) and (85) of the Office and Clerical and the Engineering Agreements only, an employee will be deemed to have “continuous service” unless:
(a) he quits, and does not have seniority at another Corporation plant or office;

(b) he is discharged and the discharge is not reversed through the Grievance Procedure;

(c) he is absent for five (5) days without notifying the plant and his seniority is not subsequently restored under Section (42) Paragraph (c) of this Agreement;

(d) he does not return to work when called; unless his failure to return was due to his accepting employment at other plants or offices of the Corporation and refusing recall to the plant or office from which he was laid off;

(e) he loses seniority because he is laid off and not rehired by the Corporation for a continuous period equal to the seniority or continuous service he had acquired at the time of such layoff, or for five (5) years, whichever is longer, provided at the time he does not have seniority or is not working at another plant or office of the Corporation;

(f) he receives permanent total disability benefits under a group insurance policy held by the Corporation and does not return to work with restored seniority;

(g) he retires or receives a pension under the Pension Plan of the Agreement and does not return to work with restored seniority;

(h) he accepts a Separation Payment under the Supplemental Unemployment Benefit Plan or he accepts final payment for which he may be eligible under any other separation benefit plan.

Nothing in the foregoing paragraphs will be construed to break an employee’s continuous service if such employee has not lost seniority at all plants or offices of the Corporation.

It is understood that this Agreement will not serve as a basis for any retroactive adjustments of service dates for vacation or salary continuation purposes, and nothing in this Agreement will be used to prejudice either party with respect to their positions on layoff, recall or other seniority rights.

Very truly yours,

CHRYSLER CORPORATION

By R. F. Whitcher
October 12, 2011

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

Certain questions of interpretation have developed relative to Sections (66), (68), (69), (71) and (74) of the National Salaried Agreement. The Company’s interpretation of the applicable Sections of this Agreement will be as follows:

Section (66)

(i) When death occurs in an eligible employee’s immediate family within the meaning of Section (66) of the National Salaried Agreement on the Saturday or Sunday prior to his vacation scheduled to commence on the following Monday, the vacation will be rescheduled at a mutually convenient time.

(ii) In the event an employee is granted a leave of absence because of the illness of a member of his immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

Section (68)

In administering Section (68) of the Salaried Agreement, the Company follows the following procedure:

(i) An employee will be paid the appropriate shift premium for each day worked. The shift premium will only be paid for time worked, and paid casual absence and holidays, and vacation days as provided in Section (79), where the employee would otherwise be scheduled to work a premium shift.
(ii) An employee who works overtime in conjunction with an assigned shift will be paid the shift premiums appropriate to the assigned shift for all time worked.

(iii) First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift. For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday, he is scheduled to work and works a shift from 3:00 a.m. to 3:30 p.m. He will receive third shift premium for those hours on Friday.

(iv) While the establishment of starting times is a Management prerogative and the establishment of such times are dictated by valid operating and business reasons, in the event a local unit feels that Management has established a starting time solely and exclusively to avoid the payment of shift premium, they should raise the issue with the International Union who may discuss the matter with Corporate Union Relations.

Section (69)

(i) Saturday Work

Section (69) provides:

“Time and one-half will be paid as follows:

(b) For time worked in excess of forty (40) compensated hours in the work week.

(ii) Saturday Following a Holiday

Except as specified in paragraph (i) above, employees whose shift begins on Friday and work into a Saturday do not receive time and one-half for work on Saturday. A holiday falling during a workweek has no effect on the payment of premium for Saturday work.

(iii) Work into a New Workweek

While a workweek has not been defined in the Salaried Agreement, the parties have accepted the following as the definition of workweek for said Agreement:
“The regularly scheduled workweek starts at 12:01 A.M., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled work week starts with the beginning of their shift Sunday night and ends 168 hours thereafter.”

Section (71)

The holiday for third shift salaried employees who start work Sunday night or Monday night will be designated by Management thirty (30) days prior to the holiday as either the shift that starts the night before the holiday and continues into the holiday or the shift that starts the night of the holiday and continues into the following day. If not designated, the holiday is on the calendar day.

An employee on the third shift who performs work during the designated holiday will receive pay for time worked on such holiday in accordance with Section (70) of the National Salaried Agreement.

Section (74)

Overtime Pyramiding. Section (74) Overtime Pyramiding Prohibited, provides: “The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.”

In interpreting Section (74), it is understood that, for second shift employees, (i) hours worked on the calendar holiday portion of a shift that begins on a designated holiday and continues into the next calendar day will not be excluded from consideration for overtime premium under Section (69)(a) and (ii) hours worked on the Sunday portion of a shift that begins on Sunday and continues into Monday will not be excluded from consideration for overtime under Section (69)(a).

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 14, 2023, the Company will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset or business unit of any type, constituting a bargaining unit under the Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, market related volume declines, or significant economic decline concerning the subject. Should these conditions occur, the Company will discuss such conditions with the International Union.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
Cynthia Estrada

September 27, 1999

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

Notwithstanding the provisions of Section (71) of the National Office and Clerical and Engineering Agreements, a seniority
employee who is temporarily or indefinitely laid off during the fourth workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls, and who received regular salary for his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls and who worked his last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period. An employee temporarily laid off shall receive pay for such holidays following his return to work from such layoff.

In addition, a seniority employee on sick leave of absence who is released by his doctor to return to work during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period falling on and after the date he notifies the plant of his availability for work and, provided further, that he presents satisfactory medical evidence of his availability to work on such day upon his return to work.

Also, a seniority employee on a personal leave of absence which expires during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period which fall (1) on or after the expiration date of such leave or (2) on and after the date he notifies his plant of his availability for work, whichever is later.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich
Dear Sirs:

This will confirm that Chrysler Group LLC intends to continue the Employee Advantage Program for eligible employees, retirees and surviving spouses. Eligible participants include active employees; employees on approved leaves of absence; dependents of eligible employees/retirees; retirees receiving benefits from a normal, early or PTD pension under the Chrysler-UAW Pension Plan; spouses of employees and retirees; surviving spouses receiving benefits from a normal, early or PTD pension; sons and daughters (including stepchildren) of living employees, retirees, and surviving spouses receiving benefits from a normal, early or PTD pension; parents and parents-in-law of employees or retirees; brothers, sisters, step-brothers, step-sisters, half-brothers and half-sisters of employees and retirees; brothers-in-law and sisters-in-law of employees and retirees; and sons-in-law and daughters-in-law of employees and retirees; part-time employees; grandparents; grandchildren; and same sex domestic partners meeting the criteria as defined by the benefits group. Also eligible are survivors of eligible salary employees who receive a monthly Transition benefit and surviving spouses of employees who died while actively employed regardless of pension or marital status; as long as the surviving spouse is alive, the children also remain eligible. Surviving spouse participants must prove relationship to verify eligibility.

Eligible employees, retirees and surviving spouses may purchase and / or lease up to a total maximum of six (6) eligible vehicles during the calendar year under the Program. Under the Employee Advantage Program, the dealer selected by the employee, will bill the employee a sum not to exceed the Employee Price (EP) designated on the vehicle invoice.

The Employee Advantage Program also provides Chrysler active employees, retirees, and surviving spouses the opportunity to obtain up to six (6) Control Numbers to extend to friends and extended family members under the Friends Program, which offers preferred pricing. Under the program, the dealer selected by the employee will bill the purchaser a sum not to exceed the Preferred Price (PP) designated on the vehicle invoice.
Control Numbers and complete terms and conditions of the program are available via the Chrysler Group LLC Employee Advantage Program website (www.ea.chrysler.com) and hot line (800.756.2886).

In continuing to make the Employee Advantage Program available it is understood and agreed that the Company may at any time modify, change or discontinue the Programs and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

We appreciate the efforts of the UAW to encourage employees to purchase and / or lease the Company’s Products.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 12, 2011

O & C & E
(13) Temporary Hires

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

On occasions the Company finds it necessary to hire additional employees in temporary positions included in salaried bargaining units. Normally, temporary employees are hired for a period not to exceed one hundred twenty (120) consecutive calendar days. They are used for such purposes as replacing permanent employees on vacation or leave of absence. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid-off salaried, seniority employees are available.

Pursuant to S-2 the parties have identified the need for Temporary Hires to work beyond the 120 day period to protect the
efficiency of operations, for example, during periods of high vacation utilization, absenteeism, peak workloads, etc. Accordingly, the International Union and Corporate Employee Relations agree that the parties will, by mutual agreement, extend the use of Temporary employees to address efficiency circumstances as they arise.

Because of the extended period of temporary employment, we believe it desirable to clarify the entitlement of these temporary employees to certain benefits available to permanent employees under our agreements covering salaried employees.

It is the Company’s position that temporary employees are entitled to receive only shift premium, overtime premium, and Health Care Benefits, excluding Dental and Vision coverage, as provided for under M-13 Memorandum of Understanding — UAW Chrysler Entry Level Wage & Benefit Agreement, Attachment A, Section I of the 2011 National Production Maintenance and Parts Agreement, provided they are not covered under Health Care Benefits carried by their parents, spouse, or domestic partner. Further, Subsections 7 of the above referenced Memorandum of Understanding, Attachment A, Section I of the 2011 National Production Maintenance and Parts Agreement are not applicable to temporary employees.

Temporary employees hired to positions included in a bargaining unit would be subject to the Union security provisions of the applicable National Agreement and would be classified and paid in accordance with the applicable Salary Grades and Progression Application Supplement.

It is not intended that an employee be repeatedly hired as a temporary employee for the purpose of depriving the employee of benefits he would be entitled to receive as a permanent employee.

The Company has no intent to circumvent the intended use of temporary employees or to displace regular full-time employees. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid-off salaried, seniority employees are available. Any allegations of improper application of the Temporary Hire language will be directed to Corporate Union Relations and the International Union for resolution.

Very Truly Yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
October 18, 1993

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

During recent negotiations, the Union expressed its concern that current members be given promotional opportunities. In that regard, the Corporation reaffirmed that it is the policy of Chrysler Corporation that full consideration will be given to filling open jobs by promoting employees of the Corporation.

While maintaining our right to hire and to select employees from outside the bargaining unit to fill open jobs, it is our intention to give full consideration to those employees covered by Sections (60) and (61) of the National Office and Clerical and Engineering Agreements.

If, at any time, the Union claims the Corporation has acted arbitrarily or capriciously in exercising this right, it may submit such claim to the Grievance and Arbitration Procedure.

Very truly yours,

CHRYSLER CORPORATION
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula

December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union requested the Company agree that any sale of an operation as an ongoing business would require the buyer to assume the 2019 FCA US LLC/UAW Collective
Bargaining Agreement. The Company agreed to do so in the case of any such sale during the term of the 2019 Agreement.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

November 19, 1990

O&C&E
(16) Notice of New Systems and Methods

International Union, UAW
Attention: Mr. Leonard J. Paula

Dear Sirs:

In the negotiations leading to the new collective bargaining agreement, the Union expressed its concern that the modification of existing, or the introduction of certain new systems, methods, processes, or equipment could adversely affect the job security of the represented salaried employees in the plant.

The Corporation reaffirmed its interest, as expressed in the Memorandum of Understanding on Joint Activities, in developing the skills, ability and the potential for advancement of its employees, and in enabling them to keep pace with changing systems, methods, processes and technology. The Corporation will therefore instruct its Plant Managements that when new, or modifications of existing systems, methods, processes or equipment are introduced in a plant, which can reasonably be expected to adversely affect the job security of employees, the Plant Management will advise the Unit Chairman/President and Local Union President as to the nature of the change in the work and discuss the effect which such change may have on the work force. It will give the Union as much advance notice as it reasonably can prior to the effective date thereof.

If the Local Union believes a training program may be desirable to assist employees to perform such changed bargaining unit work, it may request the International Union to raise the matter with the Corporate Union Relations Staff and to review the matter for
possible referral to the National Training Committee.

Very truly yours,
CHRYSLER CORPORATION
By R. F. Whitcher

October 22, 2015

O&C&E

(20) Discrimination and Harassment Prevention

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

In accordance with FCA US LLC Policy 3-6 regarding Discrimination and Harassment Prevention

FCA US LLC is committed to providing a workplace that is free of discrimination and harassment. The company expects that all persons in the workplace will be treated with dignity, their rights respected and their privacy maintained. Employees may obtain a copy of Policy 3-6 from their Local Human Resources Department.

Anyone who believes that he or she has been subjected to or witnesses activity or behavior in the workplace that violates this policy should make FCA US LLC aware of such conduct. A complaint may also be submitted to the EEOC (or similar state agency). Reports or complaints will not affect rights under any applicable collective bargaining agreement, including access to any grievance procedure. Notification within FCA US LLC should be made to:

- The Ethics Helpline at 1-800-543-1391 and/or www.ethicshelpline.fcagroup.com or

- The Local Human Resources Office; or Management.
FCA US LLC’s policy is to take discrimination and harassment complaints seriously. FCA US LLC will investigate all discrimination and harassment complaints in a timely and impartial manner.

Moreover, FCA US LLC will use its best efforts to:

- Protect the privacy and reputation of all individuals concerned;
- Maintain confidentiality throughout the investigation process and share information only on a need-to-know basis; and

- Assure that persons against whom allegations are made are treated fairly.

Retaliation against a person who in good faith reports, or participates in the investigation of, a discrimination or harassment allegation is strictly prohibited.

Employees who violate this policy will be disciplined up to and including discharge.

The Company and the UAW are in agreement that complaints of sexual harassment should be dealt with promptly and fairly under existing internal procedures as provided under Section (4) Letter (124) of the National Agreement and Appendix A, the joint UAW-Management Sexual Harassment Complaint Investigation Process.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
Norwood H. Jewell

Appendix A

Sexual Harassment Complaint Investigation Process

Complaints of sexual harassment originate via many different avenues, i.e., an employee to Management, an employee to a Union Representative, from either a Management or Union representative directly, or anonymously. Accordingly, immediately upon any member of Management becoming aware of an allegation of sexual harassment when a Bargaining Unit employee is either the accused or the complainant, the following process is to be followed:

The involved facility Human Resources Manager (or designee) must be advised of the allegation of sexual harassment. They, in turn, will immediately contact the Local Union President (or designee) to make them aware of the allegation. In cases when a complaint is received from an anonymous source, the aforementioned parties will, before commencing with an investigation, confirm with the employee who is allegedly harassed that he or she, in fact feels
sexually harassed. The local Human Resources Manager is also responsible for notification to the appropriate Group Human Resources Office, as well as the Company’s EEO Compliance and Governance Office of the sexual harassment complaint.

The involved Human Resources Manager (or designee) will advise the accused party that an investigation will be conducted and, accordingly, they could be placed “on notice” of potential disciplinary action, and that any act(s) of retaliation will not be tolerated. Dependent on the circumstances of the individual case, the Human Resources Manager may deem it prudent to suspend the accused individual(s) until the investigation is concluded.

An Investigation Team will be formed that will include at least one (1), but not to exceed two (2) representative(s) from the Local Union, which may include members of the local Civil Rights Committee, in accordance with Section (4) and Letters (124) and (20) of the National Agreement. Recognizing the desirability of an investigative team made up of one male and one female; each facility will attempt to structure the team accordingly. The EEO Compliance and Governance Office may elect to name a representative to serve as an additional member of the Investigative Team or, where the EEO Compliance and Governance Office is not part of the Investigative Team, local facilities are encouraged to confer with that activity for any guidance that may be required.

In conjunction with the EEO Compliance and Governance Office presence, the Chrysler Department-UAW may elect to also name an additional representative to the Team. Also, where the EEO Compliance and Governance Office is not part of the investigation, the local Human Resources Manager will, upon completion of such investigation, forward to that activity a confidential copy of the file. Investigations of sexual harassment are to be conducted in a lawful and as expeditious a manner as possible.

During interviews conducted in conjunction with a sexual harassment complaint, only members of the Investigative Team and the interviewee will be present. If the interviewed employee is a bargaining unit employee, he or she can have a Union Representative present during the interview. As part of the investigation, attempts will be made to obtain signed statements from all parties, including the complainant, accused, and witnesses where applicable. In cases where disciplinary action results, copies of all documentation and notes relied on as the basis for such action will be provided to the Union and Management Investigators. All individuals involved in the handling of sexual harassment complaints, from the original receipt of such complaint through the entire investigative process, are required, to the extent possible, to maintain maximum confidentiality
of any information obtained or prepared during the process. No copies of information obtained or prepared by the Investigative Team will be provided to any employee.

Once the investigation has been concluded, the local Management, i.e., Human Resources Manager and facility operating head, shall review the facts with management team members and determine the appropriate action to be taken. The union team members will have no role in this determination and will make no recommendations regarding disciplinary action.

In cases, however, where the EEO Compliance and Governance Office participated on the Investigative Team, the investigation results will be reviewed for final disposition by designees from:

- EEO Compliance and Governance Office
- Group Human Resources
- Corporate Employee Relations

Note: The Office of the General Counsel will, upon request, provide advice and counsel.

Actions taken in sexual harassment cases will be reported by the local Human Resources Manager to his or her respective Group Human Resources Manager, as well as the EEO Compliance and Governance Office.

Or in the case where the EEO Compliance and Governance Office participated, final disposition shall be reported to the local Human Resources Manager by his or her respective Group Human Resources office. In all cases, the complainant is to be advised when the case is “closed.” Such actions shall be monitored to ensure closure to all allegations is accomplished and corporate wide consistency relative to actions taken is maintained. Any discipline assessed shall be done consistent with normal requirements for notification, representation, etc. In cases where an employee is found to have engaged in misconduct of a sexually harassing nature, the transfer of that employee or the transfer of the employee who made the complaint, will generally not be considered appropriate corrective action nor the sole remedy on resolving the complaint. Appropriate discipline, up to and including discharge, may be imposed.

Where the investigative process determines an allegation of sexual harassment was made falsely or maliciously, the complainant may be subject to appropriate disciplinary action, up to and including discharge. Obviously, this is not applicable to complaints that are brought forth in good faith, but are found to be inconclusive.
While the foregoing is an attempt to put in place guidelines which will allow the local facilities to investigate and dispose of the majority of sexual harassment complaints, it is important that care is taken to ensure all complaints are taken seriously, that an objective and thorough investigation consistent with FCA US LLC policies and applicable Collective Bargaining Agreements is conducted, and that fair and equitable action results.

The Company bears the ultimate responsibility for the enforcement of the laws and corporate policy which prohibits sexual harassment. Sexual harassment is something that cannot be tolerated by Management or the Union. Accordingly, the Company and the Chrysler Department of the International Union, UAW are committed to ensuring investigations of sexual harassment complaints are to be conducted in the spirit of determining the truth and subsequent sharing of all available pertinent information between the parties. The Union’s involvement in no way precludes its grieving and resultant disciplinary action, since the assessment of such discipline would remain the sole discretion of Management.

October 25, 1979

O&C&E
(21) Review Personnel Records

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During the current negotiations, the Union expressed concern as to the right of employees who work outside the State of Michigan to review their personnel records. The right of employees to inspect their own personnel files was afforded employees in Michigan in accordance with the 1978 Michigan Employee Right to Know Act.

This will confirm that the right of an employee to review his or her personnel records, established by the above cited Michigan law, will be extended as a matter of policy to Chrysler employees in the United States covered by a National Agreement between the Corporation and the International Union, UAW.

Very truly yours,

CHRYSLER CORPORATION
By Thomas W. Miner
October 12, 2011

O&C&E


International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

The Company has a continuing policy of providing equal employment opportunity in conformance with the Americans with Disabilities Act of 1990 as amended, the Vocational Rehabilitation Assistance Act of 1973 and the Vietnam Era Veteran’s Readjustment Act of 1972 and 1974 and the Uniformed Services Employment and Reemployment Rights Act of 1994 and will make reasonable accommodations in accordance with these laws. The Union also has long recognized the practical and moral value of these policies. Accordingly, it is agreed that, notwithstanding the provisions of Section (48) of the National Office and Clerical and Engineering Agreements, and any Local Supplemental Agreement negotiated pursuant thereto:

1. An employee who is approved for work by the Medical Department but with physical restrictions which limit the nature and type of the regular work he can do will be placed, in accordance with his seniority, on a job in his department or division that he can perform consistent with his assigned physical restrictions.

2. If there is no such job in his department or division and there is a job he can perform in the plant, consistent with his assigned physical restrictions, he will be placed on that job in accordance with the provisions of Section (52)(a)3.
3. The Plant Management and the Local Union shall take appropriate action to insure that Local Supplemental Agreements conform herewith.

   Very truly yours,
   CHRYSLER GROUP LLC
   By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

February 3, 1971

O&C&E
(24) Layoff Notification

International Union, UAW

Dear Sirs:

   During our recent contract negotiations the Union claimed that problems are at times created when numbers of salaried bargaining unit employees are laid off at the same time with a minimum of advance notice to the Local Unit Chairman.

   The Corporation responded that before it makes a layoff of a group of bargaining unit employees on the same date that it anticipates will result in the movement of such employees from one department to another or from one seniority group to another, the Corporation will make a good faith effort to give as much advance notice as possible of such layoff to the Unit Chairman of the affected unit. Upon request by the Union to the Labor Relations Supervisor, local Management will discuss the displacement of employees resulting from such layoff with the Unit Chairman.

   Very truly yours,
   CHRYSLER CORPORATION
   By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Robert H. Taylor
October 22, 2015

O&G&E

(25) Encouraging Suppliers to Hire Laid Off Employees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

As we discussed recently, FCA US LLC continues its concern for the future of our laid off seniority employees. We have worked together on our mutual goal of finding re-employment opportunities for these employees as soon as possible looking both within and outside of the Company.

In this regard, FCA US LLC intends to continue its policy of encouraging its suppliers to hire laid-off FCA employees where possible. These employees are a valuable, well-trained resource that have demonstrated their ability to manufacture quality products, and our suppliers will be so advised.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 12, 2011

(30) World Class Employee Participation

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During discussions leading to the 2011 Agreement, the parties reviewed the fact that in many of our facilities, the local parties have assigned Local Union representatives and appointees to the Technical Pillars as joint Pillar leads. The parties agreed that a full fledged partnership in WCM implementation is necessary for
success. The parties also shared their concern that the concept of full fledged partnership through joint Pillar leadership must not result in selective implementation of WCM. In conclusion, the parties agree that in order to realize the manufacturing competitiveness required for the Company’s success and for employees to share in that success, WCM must operate strictly as designed and in a true joint partnership between the Company and the Union. The parties also agree that such joint leadership will continue to operate in the context of the 2009 Addendum to the 2007 Agreement and pursuant to the LSA, which mandates full and complete WCM implementation. It was also noted that WCM is an operating system owned and operated by Fiat, the terms and conditions of which are proprietary and that the purpose for the requirement to jointly implement WCM fully is to build the manufacturing organization to World Class levels necessary to provide long term viability and job security.

Accordingly, the parties hereby commit to a new, 21st century model of joint partnership. This new model, forged in the shadow of bankruptcy, is a full fledged partnership in joint support of WCM implementation as a full and complete operating system in order to realize the manufacturing competitiveness required for Company success and for employees to share in that success.

After considerable dialog, the parties arrived at the following additional conclusions:

- Automotive manufacturing is undergoing a grand consolidation on a global scale.

- In the global competition between operating systems, Lean Manufacturing is winning against traditional Mass Production systems.

- WCM is the most holistic road-map to Lean Manufacturing the parties have experienced.

- It is of critical importance that WCM be jointly implemented systematically and fully in order to operate successfully and thereby position the Company and the Union firmly among the winners in the global automotive manufacturing community.

Accordingly, the parties have arrived at the following understandings:

- Each Technical Pillar may continue to be assigned a UAW represented joint Pillar lead from among the existing UAW plant level representatives or appointees.
- The role of the UAW joint Pillar lead shall remain to provide joint leadership to the systematic and full implementation of WCM.

- As in the case of Management Pillar leads, UAW joint Pillar leads shall continue to retain the full time work to which they had otherwise been assigned.

The objective of these understandings, is to jointly accelerate and improve the systematic and full implementation of WCM. The parties agreed that WCM is designed to provide a foundation of product quality and manufacturing competitiveness required for long term Company viability and employee job security. Accordingly, consistent with the goal of promoting employee job security, the parties agree to challenge managers in those instances where managers are found promoting activities contrary to WCM that are designed to result in short term gain and advance personal agendas. The parties also agree that senior level Management will instruct and encourage its managers at the shop floor level to solicit, welcome and give full weight to the voice of employees for the purpose of generating the dialog necessary for moving from mere employee compliance, to understanding and internalization of WCM.

In furtherance of the UAW’s vision for a more progressive world class partnership, and in order to support the important participative role described above and required of all, the parties agree that WCM shall replace and supersede all Employee Participation programs referenced in our collective bargaining agreements i.e., PQI, WOM, SMART, JAOP and MOA. Notwithstanding, in the interest of continuity, the parties agree to continue utilizing the current Team based model with the understanding that the National World Class Partnership Council (NWCPC) established below may review aspects of the model such as the Team Leader selection and removal process for the purpose of closer alignment with WCM.

Accordingly, at each facility covered by the National Production, Maintenance, and Parts, and Office, Clerical and Engineering Agreements the parties agree to utilize a Local World Class Partnership Council (LWCPC) as a means to facilitate and promote the implementation of WCM and the employee participation upon which successful implementation relies. This Local Council shall consist of up to a total of ten (10) employee and management representatives, such representation being equally divided between the parties including the Local Union President and/or Unit Chairperson under the OC&E Agreement, and the Bargaining Committee Chairperson or his/her designee, the Plant, Parts Distribution Center or Office Manager and the Human Resources Manager or his/her designee. The remaining
members of the LWCPC, if any, shall be determined by the local parties consistent with guidelines developed by the below described National WCP Council. The Local Council will meet at the request of either party, if mutually deemed desirable or necessary, but in no event for the consideration of matters not in direct support of its role as defined above.

The National Council shall be composed of five (5) representatives of the UAW International Union and five (5) senior level representatives of the Company and shall be co-chaired by the Vice President and Director of the UAW Chrysler Department and the Company’s Vice President, of Manufacturing. The National Council will meet bi-monthly or more frequently if mutually deemed desirable or necessary, in performance of their role to provide ongoing leadership to the above described local parties.

Any issues on WCM and/or quality that are not able to be resolved by the local parties will be appealed to the National Council for resolution.

Very truly yours,
Chrysler Group LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

May 16, 1988

O&C&E
(31) Career Advancement

International Union, UAW
Attention: Mr. Homer Jolly

Dear Sirs:

During the recent negotiations, the Union pointed out there are certain employees who have qualified themselves for new career fields who wish to make application for a transfer into a classification of the same or lower salary grade in order to further their careers.

The Corporation agrees to accept such application along with a copy of the employee’s Personal History Record only when the
transfer sought could result in the employee gaining an opportunity for eventual advancement into a higher graded position.

In considering such applications, Management will give due regard both to the employee’s qualifications and the effect such a transfer would have on the operation from and to which the employee wishes to transfer.

Very truly yours,
CHRYSLER CORPORATION
By J. E. Thomas

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Homer Jolly

September 21, 1973

O&C&E
(35) Overtime

International Union, UAW
Attention: Mr. Robert H. Taylor

Dear Sirs:

In the negotiations leading to the National Office and Clerical and Engineering Agreements dated today, the parties discussed at length the subject of heavy overtime schedules worked by some employees covered by the two Agreements. The parties recognized in those discussions that the Corporation’s need for overtime work and local overtime agreements and practices varied greatly from location to location and also among the various office and clerical and engineering groups at each location.

This will confirm our understanding that local overtime practices and agreements may be continued. In the event any local unit, because of a particular situation it considers troublesome, wishes the voluntary aspects of the National Memorandum on
Overtime be applied to it, a request may be made to the International Union to negotiate with the Corporation on the matter.

Very truly yours,
CHRYSLER CORPORATION
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Robert H. Taylor

October 14, 1996

O&C&E
(36) Travel Time

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the Union and the Corporation discussed certain situations where the Union felt there has been inconsistent application of the Corporation’s policy on the payment of travel time. The Corporation reaffirmed that in compensating Clerical-Engineering-Technical employees whom you represent for time spent traveling on Company business, it would continue to be the Corporation’s policy to follow the principles of the Federal Fair Labor Standards Act and Part III, Section 4 of the Portal-to-Portal Act. The parties agreed that the Corporation’s policy of following the principles of the Fair Labor Standards Act and Part III, Section 4 of the Portal to Portal Act often resulted in disparate treatment of Clerical-Engineering-Technical employees depending upon the individual travel circumstances involved. In an effort to assure the consistent application of the Corporation’s travel time policy, the Corporation will reissue to the plants its revised administrative guidelines incorporating the clarification outlined below:

A. When employees travel to another city on the day prior to a temporary training or work assignment, regardless of the assignment’s duration, they are to be paid for all such travel time at their regular salary including appropriate premiums as follows:
1. Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus actual ground travel, up to two (2) hours, to the destination, for example, hotel/motel, seminar, or work location, etc.

2. Driving personal or Company Vehicle: Travel time begins at the time the employee leaves home until arrival at the destination, for example, hotel/motel, seminar or work location, etc., if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.

B. Assuming that the return trip occurs outside of the normal work hours on the last day of the temporary assignment, employees are to be paid such travel hours at their regular salary, including appropriate premium as follows:

1. Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus the actual ground travel to the employee’s home, up to two (2) hours.

2. Driving personal or Company Vehicle: Travel time begins at the time the employee leaves the temporary training, assignment, seminar, or work location until arrival at the employee’s home if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.

If a question arises concerning the application of this travel time policy in a particular situation, the International Union may discuss the matter with the Corporate Union Relations Staff; and if the Union feels that a particular location is not endeavoring to schedule employees during normal working hours or per these guidelines, the International Union may raise the matter with the Corporate Union Relations Staff who will review with that location the intent of the provisions of this letter.

Very truly yours,

CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jack Laskowski
International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In administering the Salary Continuation Plan, the Company will apply the following procedures:

A. Salary Continuation - S&A 5-Day Plan

If a clerical-engineering-technical employee covered by the National Office & Clerical or National Engineering Agreements is disabled into a weekend where, prior to March 1, 1971, Sickness and Accident benefits were payable, the period of disability will be regarded as a disability absence under the Salary Continuation Plan, and provided the employee is otherwise eligible under the Salary Continuation Plan, Salary Continuation payments will be made. Medical evidence required to qualify for Salary Continuation payments pursuant to this Understanding shall be the same as required under the Insurance Program, Exhibit B. In implementing this Understanding, when an employee is absent from work due to illness on Wednesday through Friday or Thursday and Friday and returns to work the following Monday with medical evidence necessary to substantiate the absence on Wednesday through Friday or Thursday and Friday, he will be considered to be on a Disability Absence for the respective period of absence.

B. Notice of Layoff

In situations where a disability starts after an employee has been notified of his last day to be worked and Salary Continuation payments cease as of this last scheduled work day, the Company agrees to meet with representatives of the FCA Department of the International Union to discuss and work out a solution on individual cases to the mutual satisfaction of both parties.

C. Salary Continuation - 3-Day Back Up

In each case where a totally disabled employee sees a licensed physician during such disability, full salary will be paid to the employee under the Salary Continuation Plan for days not worked up to three working days (excluding Saturday and Sunday) that the employee lost immediately prior to his becoming eligible for
sickness and accident benefits. Sickness and accident benefits that the employee could have received had he complied with the Salary Continuation Plan will not be subtracted from the working days for which he received full pay as set forth above.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Cynthia Estrada

October 22, 2015

(38) Diversity Training

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties have historically discussed the importance of Diversity training and a culture that promotes respect in the workplace. During these negotiations, the parties reaffirmed their strong commitment to the Diversity program and agreed to continue the inclusion of diversity training in other National Training Center (NTC) Programs such as the New Hire Orientation Program.

In addition, during these negotiations, the Union raised concerns that certain Local Union Presidents have attempted to make a joint request for training to mitigate Diversity related issues that have come to their attention during the normal course of business and were unable to obtain concurrence by Plant Management to submit a joint training request letter to the NTC. In such instances where the Local World Class Partnership Council Co-Chairs are unable to mutually agree to submit a joint training request letter, the matter may be referred to the Vice-President and Director of the UAW Chrysler Department and the FCA US LLC Vice-President Employee Relations (or their respective designee) for review, disposition and guidance, to be rendered within a reasonable period of time.
Funding for this activity will be provided from National Training Funds upon approval by the Joint Activity Board.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Norwood H. Jewell

November 19, 1990

O&C&E
(41) Absenteeism

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During negotiations leading to the current National Office and Clerical and Engineering Agreements, the parties discussed the adverse impact of absenteeism on quality, efficiency of operations and costs, as well as the unfair burden placed on those employees who regularly work as scheduled. To that end, this letter will serve to notify the International Union of the Corporation’s intent to deal with the employee who continues to breach the obligation to work regularly as scheduled in return for the benefits of employment and job security afforded by the present Agreements.

While this letter is not intended to deal with employees whose records should appropriately be addressed by corrective, progressive discipline, it is intended to apply to employees who avoid corrective, progressive discipline by attributing their absences to frequent and recurring illnesses, and therefore, have become, in effect, part-time employees who enjoy full-time benefits and job security.

The Corporation informed the Union that methods for dealing with these employees shall include, but not be limited to, counseling and where appropriate referral to outside agencies, denial of benefits, independent medical exams, and possible discipline up to and including discharge. Disputes are subject to the Grievance Procedure, and appeal of a termination may be referred directly to
the second step of the Grievance Procedure. If unresolved, the issue may be referred to an Impartial Chairman who will determine if in fact the individual has become a part-time employee being afforded full-time benefits and job security, and therefore, such termination was proper.

Very truly yours,
CHRYSLER CORPORATION
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

December 16, 2019

O&C&E
(42) Seniority of Officers

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Notwithstanding the provisions of Section (44) of the National Office and Clerical and National Engineering Agreements, it is agreed that in Amalgamated Local Union No. 889 and Amalgamated Local Union No. 412, one (1) Amalgamated Local Vice-President shall, in the event of layoff and recall be continued at work at all times when one or more departments or functions thereof are at work, provided that they have the ability to perform the available work.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
February 3, 1971

O&C&E
(43) Restricted Area

International Union, UAW

Attention: Mr. Robert H. Taylor

Dear Sirs:

If, in connection with the investigation of a pending grievance under the National Office and Clerical Agreement or the National Engineering Agreement, both dated February 3, 1971, a dispute arises concerning access by a Steward to an area that is restricted for security reasons or in which employees are not members of a bargaining unit, the Steward shall refer the matter to the Unit President or the Unit Chairman as the case may be. The Unit President or Unit Chairman may discuss the matter with the Labor Relations Supervisor at the plant. If the dispute is not satisfactorily resolved, it may be referred to Corporate Union Relations and the International Union.

If, in connection with the investigation of a grievance at Step 2 of the Grievance Procedure, by one of the two Union representatives specified in Section (21)(d) in said Agreements, a dispute arises concerning access by such representative to an area restricted for security reasons or in which employees are not members of a bargaining unit, the Unit President or Unit Chairman, as the case may be, may discuss the matter with the Labor Relations Supervisor at the plant. If the dispute is not satisfactorily resolved, it may be referred to Corporate Union Relations and the International Union.

Very truly yours,

CHRYSLER CORPORATION
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Robert H. Taylor
Dear Sirs:

During the 2003 negotiations leading to the National Office and Clerical and Engineering Agreements, the parties agreed to include newly hired salary bargaining unit employees in the jointly developed, standardized New Hire Orientation Program. It is intended that newly hired salary bargaining unit employees would attend a scheduled orientation when the number of new hires, hourly and/or salary, warrants such a Program.

This standardized training will be followed by additional training, as warranted, at the specific location where the employee is assigned to work. Employees will be scheduled, and on a straight time basis, paid for both the standardized and location specific orientation.

The orientation will provide information regarding our business, the benefits, opportunities and responsibilities they will have as employees of the Company and as members of the Union, to include the history of each organization. The information may also include the Union’s and Company’s perspectives on issues which affect the workplace and community. The location specific orientation shall be conducted, in part, by a representative of the Plant Human Resource Department and, in part, by a Union official. The orientation shall be conducted during normal working hours allowing for Local Union input and presentations.

In the event that either party believes the program does not meet the provisions of the letter, notification of the parties concerns may be given; if by the Union to the Corporate Union Relations Staff, or if by the Company to the Chrysler Department, International Union, UAW.
The Program will not be subject to the grievance procedure and may be terminated by either the International Union or the Company, upon written notice to the other party.

Very truly yours,

CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

September 21, 1973

O&C&E
(47) Vacation

International Union, UAW

Attention: Mr. Robert Taylor

Dear Sirs:

Sections (76)(d) and (78)(d) of the National Office and Clerical and Engineering Agreements provide that an employee who has been on disability absence for over one year and does not work for thirty (30) calendar days in the current year, shall not be eligible for vacation accrued in the previous calendar year.

This will confirm that, notwithstanding these provisions the Corporation will give consideration on an individual basis to granting vacation eligibility to such an employee who goes directly from a disability absence to retirement status.

Very truly yours,

CHRYSLER CORPORATION
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Robert H. Taylor
October 29, 2007

O&C&E
(50) Qualifying Periods

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the recently concluded collective bargaining negotiations, the Union expressed its concern that employees were occasionally promoted, pursuant to Sections (60) and (61) or given work opportunity pursuant to Section (54) of the National Office and Clerical or the National Engineering Agreements, without proper orientation to the new position. We advised you that pursuant to the various propositions discussed during negotiations that such employees shall be subject to a sixty (60) day qualifying period. During the qualifying period, such employees shall receive appropriate instructions, training and directions in the performance of the new position. Furthermore, during this period, the employee shall be appraised and the appraisal shall be discussed with the employee on the thirtieth (30th) and sixtieth (60th) day of employment on the new position. If, at the conclusion of the qualifying period, the employee has not exhibited the ability to perform the new position, he shall be returned to his former position or status. In addition, during such qualifying period, Management shall not be obligated to schedule the employee for overtime assignments.

If employee training is required in the new position and it has been demonstrated by the Union that training was not provided, the employee will be provided said training and the qualifying period will be extended for a period mutually agreed upon by the parties to provide time to complete the training. In cases where the qualifying period has been extended, management reserves the right to disqualify the employees for performance issues once reasonable time has been given during the new qualifying period.

Very truly yours,

CHRYSLER LLC
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
October 28, 1985

O&C&E

(53) Supervisory Ratio

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

In the course of these negotiations, the Corporation presented to the Union, workforce data reflecting the number and percent of Management and other non-bargaining unit employees in relation to bargaining unit employees. Examination of the data established that there were no essential differences in the relationships on any of the dates referenced in the data and reductions occurred on a generally proportionate basis.

The parties recognize there could be cases in some locations where there may appear to be disproportionately high numbers of employees who directly supervise bargaining unit employees. Management has agreed to review and discuss any relevant information and data presented by the Union regarding such claims in a meeting attended by the Plant Manager or his equivalent in non-manufacturing operations, the Personnel Manager and the Department Manager, and by the Local Unit President/Chairman, the Local Union President and the Regional Representative. It is agreed that in analyzing such data, consideration must be given to the composition of the total plant/office organization and current operational requirements.

If such claims are not settled, they may be referred to the International Union who may request Corporate Union Relations to make arrangements for a representative of the International Union to discuss the matter with the principal operating manager of the related division or group and its Personnel Manager. If the Union’s claim is not resolved after relevant facts are exchanged between the parties, the Union may refer it to the Vice President and Director, Chrysler Department, UAW, who may request that Corporate Union Relations arrange for him to discuss the claim with the Executive Vice President and the Personnel Manager for the operating function.

It is intended that such meetings will be held as expeditiously as the circumstances permit.
It is also agreed that in order to minimize possible future misunderstandings during temporary layoffs, the following instructions have been given to the plants/offices relative to temporary layoffs:

During periods of temporary layoff, supervisory personnel will be temporarily laid off unless (a) they are on vacation, (b) they are supervising employees who remain at work, or (c) they are required for training or to perform definite assignments.

In the event supervisors are retained in accordance with (c) above, local management will, upon request, advise the Local Union of the numbers of supervisors scheduled to work and the reasons for retaining such supervisors.

Very truly yours,
CHRYSLER CORPORATION
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Marc Stepp

October 28, 1985

O&C&E
(54) Multiple Starting Times

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

During negotiations of the collective bargaining agreement dated today, the Union expressed its concern with multiple starting times on a shift.

The Corporation explained that starting times at individual Corporation locations are based primarily on the nature of the operations and are established to provide for the efficient utilization of manpower and facilities in order to achieve operating objectives.

Recognizing the concern of both parties, it is agreed that if within a unit there are multiple starting times among employees on the same classification, in the same department on the same shift, the Local Union may request the Plant Management to negotiate an
agreement covering the selection of shift starting times. Any such agreement shall have sufficient flexibility to give full protection to the efficiency of operations at all times.

Very truly yours,

CHRYSLER CORPORATION
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Edward A. Rickey

October 12, 2011

O&C&E
(56) Activities Representative - Kokomo/ITP and Belvidere

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the recent negotiations, the Union expressed concern with respect to having its salaried members at the combined Kokomo/ITP locations properly serviced in matters pertaining to Health and Safety, EAP, Benefits and other activities as may be assigned.

Accordingly, it is agreed that, subject to the conditions set forth below, the International Union, UAW may appoint one (1) Activities Representative each for the combined Kokomo/ITP and Belvidere locations who shall be a regular salaried employee on the active roll having seniority and in a unit represented by the UAW. Responsibilities will include but are not limited to the following:

- Health and Safety matters pursuant to the terms and conditions of the Memorandum of Understanding - Health and Safety.

- EAP duties as deemed appropriate pursuant to the terms and conditions as set forth in Letter (74), Employee Assistance Program Representative.

- Benefit matters relating to pension, insurance programs and SUB local appeal matters subject to the terms and conditions as set forth in Letter (62).
Other activities that may be required and agreed upon by the parties.

It is understood that the Representative’s hours per week for the foregoing shall not exceed forty (40) hours for the combined Kokomo/ITP and eight (8) for Belvidere.

Should administrative questions pertaining to the terms and conditions of this letter arise, they shall be referred to the International Union, UAW and the Corporate Union Relations Office for resolution.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

December 16, 2019

E&O&C
(57) Interpretation-Section (1)(b)

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the recent negotiations, we have discussed at length the application of Section (1)(b) of the National Engineering and Office and Clerical Agreements to the employees of a new plant.

The parties acknowledged there are factors which should be considered in the determination of the recognition of salaried engineering and technical and office and clerical versus hourly employees at new plant locations and that circumstances in each case may be different.

The Company advised the Union that if a new plant in the United States is opened by the Company (i) to produce a product that is the same as that being produced in a plant in which the Union is currently the bargaining representative for the engineering and technical and office and clerical employees, and (ii) when
hourly employees in the new plant are granted recognition under the National Production and Maintenance Agreement, then such new plant will be considered to be covered by Section (1)(b) of the National Engineering and Office and Clerical Agreements as though there has been a transfer of operations.

It is understood and agreed the foregoing will apply only to new plants of the Company.

The International Union, UAW, shall indemnify the Company and hold it harmless against any and all penalties, damages, or claims, including reasonable counsel fees, by reason of or arising out of compliance by the Company with the terms of this Letter or in the interpretation or application of Section (1)(b).

Very truly yours,

FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 22, 2015

O&C&E
(60) Tuition Assistance Plan

International Union, UAW
Attention: Norwood H. Jewell

Dear Sirs:

During current negotiations, Chrysler and the UAW reaffirmed the necessity of providing active and laid-off employees opportunities for education and training. These efforts will enable them to either reenter the work force or enhance their development. Accordingly, the parties hereby agree to continue the Tuition Assistance Plan for all qualifying employees who wish to pursue further education and training. The plan is designed to help workers:

-- who are laid off to improve their chances for reemployment,
or who are on the active roll to enhance their opportunities for advancement.

Under this Plan, qualified employees are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select many types of vocational training or education, for their situation and goals, subject to approval by the UAW/Chrysler National Training Center.

Courses

Suitable courses are those approved by the UAW/Chrysler National Training Center, including, but not limited to, those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes and career development courses.

Certain job-related seminars, correspondence, and home study programs may be considered for approval according to specific guidelines developed by the National Training Center.

Schools

Acceptable schools are those approved by the UAW/Chrysler National Training Center including, but not limited to, those generally recognized by accrediting agencies or under governmental education agencies.

Prior Learning Credits

Costs to obtain college credit for work experience or for in house sponsored training programs are appropriate charges against the Tuition Assistance Program.

Funding

The Plan shall be funded by the UAW/Chrysler National Training Center.

Administration

The Plan will be jointly administered by the UAW/Chrysler National Training Center.

The National Training Center has the authority and discretion to interpret the terms of the Plan under the provisions of the Memorandum of Understanding on Joint Activities (M-3). This authority includes, but is not limited to, the authority and discretion to approve schools and courses under the Plan and to issue guidelines interpreting the Plan.
TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility
The participant must be a UAW represented Chrysler employee on the active employment rolls or on temporary layoff with seniority under the terms of the current Chrysler UAW National Agreement. However, employees who are attending a degree seeking program and become temporarily disabled due to a compensable occupational injury may be entitled to utilize the applicable Tuition Assistance to enroll in one additional college term. Also included are union officials on leave of absence under Section (67)(a)(i) of the National Agreement.

Type of Assistance
The Plan will provide for tuition and/or compulsory fees to be paid directly to the school providing the course in which the applicant intends to enroll. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The type of assistance shall be determined according to the following categories and benefit levels specified below:

- $5,000 per year for courses at regionally accredited colleges or universities
- Included within the $5,000 will be up to $200 per year reimbursement for degree-related books. Upon conclusion of these negotiations the parties will jointly develop a process, determine guidelines, and identify an implementation date for employee book reimbursement
- $2,050 per year for other job related courses
- $1,500 per year for courses taken for personal development, not related to the employee’s current job assignment, through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others.

Advance Payment
Employees enrolled in degree programs through accredited institutions, who exhaust the current year tuition eligibility, may utilize up to $1,000 of the following year’s eligibility to cover appropriate expenses.

The payment of up to $1,000 will occur automatically when the request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of the Agreement, and does not expand tuition assistance.
Employees participating in more than one of the above categories of tuition assistance will not be eligible to receive more than a combined total of $5,000 per calendar year.

Additionally, the spouse and dependent children of a deceased active employee will be entitled to utilize the remaining balance of the employee’s annual Tuition Assistance eligibility for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee’s death.

TUITION ASSISTANCE PLAN FOR LAID OFF EMPLOYEES

Eligibility

The participant must be a UAW represented Chrysler employee on indefinite layoff, who has recall rights under the terms of the current Chrysler-UAW National Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

Type of Assistance

The Plan will provide for tuition and compulsory fees to be paid directly to the school providing the course in which the applicant intends to enroll. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is $8,400 of tuition assistance while on indefinite layoff except as specified below. Eligibility is established by seniority as of last day worked prior to layoff as follows:

 SENIORITY AS OF DATE OF LAYOFF
  1 to 3 Years  $6,400
  3 to 4 Years  $7,400
  4 or more Years $8,400

The above specified amounts shall constitute an account upon which the employee may draw so long as the employee retains recall rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall rights are lost under the terms of the Chrysler-UAW National Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at Chrysler, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total lifetime benefits to an indefinitely laid-off employee exceed $8,400.
Dear Sirs:

During the recent negotiations, the Union expressed concern with respect to servicing its members at certain locations on matters relating to pension, insurance programs, and SUB local appeal matters.

Accordingly, it is agreed that, subject to the conditions set forth, the International Union, UAW may:

A. Appoint two (2) Salaried Benefit Plans Representatives, who shall be regular salary employees on the active roll having seniority and working in the DaimlerChrysler Center Complex in a unit represented by Local No. 412, and one (1) Salaried Benefit Plans Representative who shall be a regular employee on the active roll having seniority and working in a unit represented by Local No. 889, to handle such matters for all units of Local No. 889 members. The maximum number of hours per week in which each Benefit Plans Representative will be allowed to perform his functions shall be determined on the basis of the number of represented employees on the active roll at the DaimlerChrysler Center Complex represented by Local No. 412 and all units of Local No. 889, respectively, in accordance with the schedule specified in the Production and Maintenance Benefit Plans Representative Letter dated May 16, 1988.

B. A Part-Time Salaried Benefit Plans Representative, who shall be a regular salaried employee on the active roll having seniority and working, for each of the following geographic locations: Chelsea Proving Grounds and Local 212 Engineering
Units. Such representatives shall function only so long as the number of represented employees on the active roll at those locations listed above remains at 101 employees or more. A Benefit Plans Representative shall be allowed up to a maximum of eight (8) hours per week without loss of pay for time spent in handling such benefit matters.

Such aforementioned agreement is subject to the following conditions:

(i) If the Benefit Plans Representative wishes to leave his work to handle one of the aforesaid matters for an employee at his plant, he shall so advise his supervisor and report to his supervisor when he has disposed of the matter. Before talking to the employee, the Benefit Plans Representative shall also make prior arrangements with the employee’s supervisor to do so;

If the Benefit Plans Representative has occasion to visit another plant in relation to a benefit matter, he shall make arrangements in advance with that plant’s Labor Relations Department and identify the specific problem and the area he wishes to visit. After arrangements are made, he shall notify his supervisor of his destination and time of departure. Upon arrival at the other plant, he shall contact the Labor Relations Department which will make arrangements for him to speak to the employee or visit the area involved. He shall notify the Labor Relations Department of his departure time;

The Benefit Plans Representative shall keep a daily log of such visits, noting his destination and arrival and departure times. Such log will be submitted to his supervisor each day.

(ii) The Benefit Plans Representative shall be restricted to non-premium hours in handling such benefit matters and the time spent on them shall be compensated at his regular salary rate.

(iii) The privilege of the Benefit Plans Representative to leave his work during regular working hours without loss of pay is subject to the condition that the time will be devoted to the prompt handling of benefit matters and will not be abused, and that the Benefit Plans Representative will perform the work to which he is assigned at all times, except when necessary to leave his work to handle matters as provided herein.

(iv) Notwithstanding his position on the seniority list, the Benefit Plans Representative shall in the event of a temporary layoff or an indefinite layoff be continued at work at all times when one or more departments or fractions thereof, of his unit, are at work,
provided he has the ability to perform the work being done at the time.

(v) If the Corporation believes that the Benefit Plans Representative is abusing any of the provisions hereof, it may upon thirty (30) days’ written notice to the International Union terminate this arrangement.

The Benefit Plans Representative shall perform only the duties of Union representatives as expressly set forth in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other salaried Union representatives in the complex, plants or offices shall not participate in benefit plan matters except as any of them has been designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan.

The Benefit Plans Representative shall not participate in the Grievance Procedure and those matters with which such Benefit Plans Representative deals shall not be subject to the Grievance Procedure but shall be subject to the review procedure specified in the appropriate Plan or Program.

A Benefit Plans Representative shall not function as provided herein unless and until the International Union (i) sends written notice to the Corporation of the name of the employee, his plant, department and social security number and (ii) until the Corporation advises the plant of the designation and the effective date thereof.

A Benefit Plans Representative shall also cease to function as provided herein upon receipt of written notice from the International Union to the Corporation. Such notice shall include the same identification information as set forth above.

The Corporation further agrees it will, insofar as is reasonably practicable, cooperate with such employee in performing his function as a Benefit Plans Representative.

Very truly yours,

DAIMLERCHRYSLER CORPORATION
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Nate Gooden
November 19, 1990

O&C&E

(63) Grievances/Special Conferences

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

Both the Corporation and the Union acknowledge that the purpose and intent of the Grievance Procedure is to assure the prompt, fair and orderly resolution of grievances.

A. Grievance Meetings

The Corporation assured the Union of our desire that each grievance receive prompt, fair and objective consideration. Similarly, the Union assured the Corporation that it will make a sincere effort to see that grievances are processed without undue delay.

To encourage the prompt handling of grievances, it is agreed that if the Union has not requested a Step 2 Meeting with Management on a grievance within a reasonable time after its appeal from the previous Step, the appropriate Management representative shall advise the Union in writing of its wish to have a Step 2 Meeting on that grievance. If the Union fails to arrange a meeting to discuss the grievance within seven (7) working days from the date of Management’s letter, the Corporate Union Relations Staff will discuss the matter with the International Union, which in turn, will take appropriate action to ensure a Step 2 Meeting.

If the Union claims Management is unwilling to meet on a grievance in Step 2 of the Grievance Procedure within a reasonable time after its timely appeal, it will request a meeting in writing. If Management fails to schedule a meeting in response thereto, within seven (7) working days, the International Union will discuss the matter with the Corporate Union Relations Staff, which in turn, will take appropriate action to ensure a Step 2 Meeting.

The parties recognize the value of providing a full and fair exchange of factual information and of having in attendance at grievance meetings, representatives who are qualified to discuss the facts and issues. However, except as specified in our Agreements, there is no obligation on any particular representative to be involved in grievance meetings.
Where the Local Union believes appropriate Management representatives are not involved in grievance meetings, it shall direct its complaint to the plant Labor Relations Supervisor for review. Any unresolved problem may be referred to the International Union for review with Corporate Union Relations.

B. Sections (5) and (17) Meetings

If either the Local Union or plant management incur a problem with the other party in establishing: (i) dates for convening; and/or (ii) the appropriate numbers of representatives attending a meeting pursuant to Section (5) or Section (17) of the Agreements, such disputes shall be referred to representatives of the Corporate Union Relations Staff and the Chrysler Department of the International Union. Such representatives shall determine the appropriate number of attendees at such meeting and shall establish an expeditious time and date for the meeting.

C. Grievances - Disciplinary Action

During discussions as early as Step 2 of the Grievance Procedure of grievances over discipline, discharge and other terminations from employment, each party will present statement of position reciting facts then known on which it relies and a copy of a document or statement on which the party relies to support its position.

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

In cases where a prior disciplinary record is involved, the Corporation may present a written summary of the grievant’s disciplinary record.

The statement of position and other statements and documents that a party has provided the other shall become part of the grievance file and may be referred to in subsequent steps of the Grievance Procedure, including the Appeal Board.

The failure or refusal of the Union to present a full oral explanation of its position shall relieve the Corporation from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or statement which it has in its possession and on which the party relies shall preclude the party from using it before the Appeal Board.
The Corporation expressed its concern that its providing to Local Union representatives involved in processing grievances copies of employee statements and corporate documents relating to employees may lead to abuses unless the statements and documents (i) are used solely in connection with the proper processing of a grievance, (ii) are otherwise kept confidential, and (iii) are not in any way used by any member of the bargaining unit to attempt to harass or intimidate an employee giving a statement or providing a document. The Union assured the Corporation that it will instruct its Local and International Representatives of these restrictions on the use of such material and the need to maintain confidentiality. The Union further represents that if a copy of a statement or document provided it in accordance with this Paragraph C. is used by its representatives or those under their control for any purpose other than the proper processing of a grievance or is publicized outside of the Grievance Procedure, the Corporation would be relieved of any obligation under this Paragraph C. at the plant where the abuse occurred.

Very truly yours,
CHRYSLER CORPORATION
By R. F. Whitcher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula

October 14, 1996

Engineering
(64) Salary Apprentice Seniority

International Union, UAW

Attention: Mr. Jim Jensen

Dear Sirs:

The Corporation and Union agree that a salaried employee who completes the salary apprentice requirements under the Supplemental Agreement provisions pertaining to Apprentices and is placed on a job in the same engineering unit and occupational group in which the apprenticeship was completed, shall be granted seniority in the engineering unit as follows:
Upon successful completion of a salary apprenticeship, the employee shall be given a seniority date in the engineering unit which represents the date the employee first entered the occupational group in which the apprenticeship was completed, provided the employee’s apprenticeship was not interrupted for a continuous period of layoff equal to his seniority, or five (5) years, or time spent in the apprentice program at the time of such layoff, whichever is longer. In cases in which the apprenticeship is interrupted as described above, the Apprentice will be given a seniority date which represents the date the employee resumed status as an Apprentice in the Program in the occupational group in which the apprenticeship was completed.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the seniority he had acquired at time of such layoff, or for a period of five (5) years, whichever is longer, shall lose his status as an apprentice. However, prior to the placement of new apprentices, the Chrysler-UAW Apprentice Committee shall have the authority to return the individual to the previously held apprentice classification.

Very truly yours,
CHRYSLER CORPORATION
By Robert A. Miller

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jim Jensen

December 16, 2019

(65) Safety and Health Audits

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties discussed the ongoing Joint Safety and Health Audit Program and agreed that future joint safety and health audits will continue to be conducted by a team of trained safety and health professionals under the direction of the National Joint Committee (NJC).
A joint audit team has been established consisting of three (3) UAW International Representatives appointed by the Vice President and Director International Union, UAW FCA Department and three (3) Management Safety and Health professionals appointed by the Vice President of Employee Relations. Both parties recognize the need to maintain a staff of qualified safety and health auditors. The NJC will develop specific training requirements for audit team members. At a minimum, the audit team members will receive annual training related to Company Health and Safety Policies, and “hands-on” training for hazard identification consistent with Company Policies. The Vice President and Director International Union, UAW FCA Department will strive to identify and select new UAW audit team members with an appropriate level of health and safety experience that would enable them to effectively audit plant conformance with Company and OSHA requirements, (such as a H&S Professional, a UAW H&S Representative, H&S Trainer or Ergonomic Analyst). In addition, new auditors will be required to complete up to four (4) weeks of training within ninety (90) days of appointment or as soon as class availability permits.

A Nurse will accompany the audit team to facilities with onsite FCA medical operations to verify plant compliance in medical programs and procedures. It is understood that this position will be filled by utilizing existing staff on a rotational basis and that their time spent on the audit will be limited to their specific audit function. The audit team will consult with Corporate Medical staff during each audit to ensure consistency with the joint audit process.

The NJC will continue to review and provide input to the audit team on the audit program criteria as required. At least once per year, the National Joint Health and Safety Co-Leads will identify a joint audit criteria review team (from existing Health and Safety Audit Staff and Corporate OSH) to update the audit criteria. Updates to the criteria will include revisions to Company policies and applicable government regulations. Audit criteria changes shall be communicated to all facilities prior to implementation and facilities will be afforded appropriate opportunity/time to conform with such changes in accordance with provisions/requirements communicated jointly by National Joint Health and Safety Co-Leads and Corporate OSH.

The designated UAW-FCA Joint Safety and Health audit team will conduct audits as deemed necessary, but in no case less than once every year for manufacturing facilities and Centerline PDC, and once every three years for all other facilities covered under the M-13 MOU as directed by the NJC.
The parties recognize the critical importance of these audits to the Company, the Union, and the employees. To that extent, the parties agree to use their optimum efforts to (i) maximize the number of audits performed and (ii) to ensure scheduled audits are conducted on a timely basis. Adjustments to approved audit schedules or staffing levels must be authorized by the NJC. The parties further recognized the demands put upon audit team members and the Union expressed concern that, on occasion, outside intervention has impeded audit schedules and training program development. In the future, if outside intervention forces a change in the audit schedule or delays program development, the matter will immediately be taken up with the NJC for prompt resolution.

In the event the Union feels that the corrective action plan is not being implemented in the defined time parameters the matter will immediately be taken up with the NJC through the escalation process defined in M13 Section IV for prompt resolution.

Very truly yours,
FCA US LLC
By Glenn Shagena

Approved and Accepted:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 12, 2011

O&C&E
(67) Plant Vacation Shutdown

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

This will confirm our understanding that a plant shutdown for vacation purposes for up to two weeks may be scheduled at plants of the Company where schedules and operating conditions permit (employees will not be eligible for Supplemental Unemployment Benefits (SUB) or state unemployment benefits during the weeks so designated as vacation shutdown).
Management will advise the International Union of each year of the proposed dates and duration of the vacation shutdown and the employees, if any, that would be required to work during the vacation shutdown period.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 28, 1985

O&C&E
(68) Pregnancy Leave

International Union, UAW
Attention: Mr. Marc Stepp

Dear Sirs:

This is to confirm our understanding with respect to the circumstances under which a pregnancy leave of absence may be granted under Section (66)(a) of the National Office and Clerical and Engineering Agreements. Active employees are expected to continue to work until such time as they are physically unable to perform their regular work or other available work. However, upon request an active employee, though not physically unable to work due to pregnancy, will be granted a personal leave of absence for good cause within the meaning of Section (66)(a) subject to the limitations contained in Section (66)(f). Such a leave of absence shall not entitle the employee to any benefit under the Insurance Program that she would not otherwise be entitled to.

Very truly yours,
CHRYSLER CORPORATION
By T. W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Marc Stepp
October 29, 2007

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the recent negotiations the issue of flexible starting times was discussed. The Union requested that consideration be given to implementation of flexible starting times at all salaried bargaining unit locations. While not philosophically opposed to the concept of flexible starting times, the Company indicated its unwillingness to agree to implement flexible starting times on a company-wide basis. The Company’s concern is primarily over the potential abuse of work hours, added administrative complexity, and the potential for adverse effect on quality and the efficiency of operations. Notwithstanding the Company’s concern, the parties concurred that in some instances the implementation of flexible starting times can produce beneficial effects, such as, improved morale and job satisfaction, while having no adverse affect on quality or the efficiency of operations.

To that end, the Company has acknowledged that Local Unions and local plant managements may locally discuss implementation of a flexible starting times schedule. Any flexible starting times schedule agreed to locally must provide for full protection to the efficiency of operations at all times and provide, at least, that: employees must work eight (8) hour days and a minimum of forty (40) hours per week; all participants must work core hours established by Management; the start and quit times will be established by Management; hours cannot be banked or carried over from one day to the next or one week to the next; participation may be withdrawn from any individual for misuse; participating employees desiring to withdraw must obtain permission from the supervisor prior to being allowed to return to the regularly scheduled hours established by department management; the frequency with which flexible starting times schedules may be changed will be determined locally; approval of all proposed flexible starting times schedules must be obtained from the local Human Resources Department prior to implementation; participation in an approved flexible starting times schedule is voluntary; and flexible starting times schedules may be revoked at Management’s discretion.

Management’s decision to implement, decline to implement, modify, or terminate a flexible starting times schedule shall not be
subject to the Grievance Procedure. Notwithstanding, Management will endeavor to provide adequate notice of its decisions in this regard.

Very truly yours,
CHRYSLER LLC
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 22, 2015

(70) Employee Assistance Program

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

FCA US LLC and the UAW continue to recognize that alcoholism and drug dependency are health problems which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, as with alcoholism and drug dependency, emotional disorders and serious personal problems can adversely affect job performance.

It is in the Company’s and Union’s mutual interest to provide a framework within which UAW-represented FCA US LLC employees voluntarily and confidentially may seek professional counseling, treatment, family intervention, or other assistance and information about what benefits are available to address such problems. Similarly, it is in the parties’ interests to generally encourage, educate and otherwise help employees pursue more healthful lifestyles, and expand educational opportunities in this area for the entire family. Working together the Union and FCA US LLC can achieve common goals in those areas. In this regard, the parties accordingly established a joint Employee Assistance Program under the UAW-Chrysler National Training Center (NTC).

The Program provides for: (1) early identification and voluntary assessment of seniority employees having alcoholism or other drug dependency problems as well as emotional disorders or serious personal problems; (2) referral of such employees to recognized
providers for professional diagnostic evaluation, counseling or treatment; and (3) an ongoing support system with appropriate follow-up on their counseling or rehabilitation progress. While the Program’s primary purpose is to assist employees having such problems and help Union and Management Representatives deal effectively with such situations, it also encourages employees to obtain information about the dangers of substance abuse and other addictions, and serious family and personal problems. Additionally, the Program covers how to recognize the existence of such problems, and the availability of counseling or treatment referral services for immediate family members having such problems.

Employees with alcoholism, drug dependency, emotional, family or other personal problems will be able to seek help voluntarily without having to be concerned that their employment status will be affected because they have sought help for such problems. Such employees, however, would continue to be subject to the same standards of performance and conduct expected of any other employee, irrespective of participation in the Employee Assistance Program. Employees requiring a leave of absence for the treatment of health problems will be issued such leave in accordance with the provisions of the Collective Bargaining Agreement. Insurance benefits, if any, for the treatment and the absence will be determined in accordance with the Agreement.

The parties recognize the value of conducting critical incident “stress debriefings” after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc. Appropriate debriefings for employees traumatized by such events are in the best interest of the Union and the Company. In this regard, the parties agree to continue the Critical Incident Response Program. Also, in light of increasing workplace violence, the parties have implemented a comprehensive Workplace Violence Prevention Program. Through joint Workplace Violence Prevention Local Response Teams (LRT) at every location, whose activities shall be governed by the mutually agreed upon NTC LRT Policy and Procedural Guidelines, designated representatives of union and management have the opportunity to work cooperatively toward preventing troubling situations from worsening, while maintaining the integrity of their respective roles. The parties agree that the best way to prevent threats and potential violence from becoming a reality is by treating all employees with respect and through early identification, intervention, and referral of employees who may be having such problems, to their EAP Representatives. The parties also agree to continue updating the Workplace Violence Prevention procedures, including NTC Local Response Team Policy and Procedural Guidelines, and providing awareness, education and training on procedures for Local Response Team members through the UAW-Chrysler National Training Center.
The Joint Activities Board (JAB) will continue to fund the development, central administration and arrangement of necessary services regarding delivery of the Employee Assistance Program. The NTC will continue to assist locations in implementing the Program. In that context, the NTC will provide training or instructions deemed necessary to qualify Employee Assistance Program representatives to satisfactorily perform their duties; and, will arrange for necessary promotional, professional referral and other support services from appropriate national and local company or external resources. Also, the NTC will continue its support of alternative counseling techniques, such as a Chaplaincy Program, in support of local EAP programs and EAP representatives. Recommendations in this area will be presented to the Joint Activities Board as appropriate.

The JAB will continue to direct and guide the development, administration, and delivery at the national level. The Board will continue to be comprised of equal numbers of representatives of the UAW and the FCA US LLC appointed respectively by the UAW Vice President and Director of the National Chrysler Department and the Company’s Vice President, Employee Relations. The EAP process will function under the umbrella of the Local World Class Partnership Council (LWCPC) and under the joint guidance of the Plant/PDC Manager or Human Resources Manager, and the local union President. All program activities will be governed by the requirements outlined in the EAP Policy and Procedural Guidelines. The Plant/PDC Manager, or Human Resources Manager and the local union President will meet monthly with the EAP representatives to coordinate all EAP Program activities, including promotion of the program to employees, the training of supervisors and union representatives, at their locations, and continuous improvement of the Program, consistent with the provisions of this letter and the guidelines established by the JAB. The EAP representatives will also participate in, and report data reflecting their activities, in a manner not to violate confidentiality, at meetings of the Local World Class Partnership Council, (LWCPC).

Early identification and assessment of employees needing assistance is a key element of the Program and increases the possibility of a successful outcome. Also, follow-up by EAP representatives, and on-going support through on-site support groups and family awareness is critical to maintaining healthy lifestyles. The parties further recognize that while it is the responsibility of management to maintain discipline and to invoke disciplinary measures where and when appropriate, both local management and union representatives at all levels have the responsibility to exercise their best efforts toward the objective of early identification of employees whose behavioral problems
may be linked to medical and/or personal causes and to strongly encourage them to seek assistance. To facilitate their critical roles in the intervention process, participation in EAP education and training by supervisors and chief stewards is essential, and valuable for other local union and management leadership. This education and training will be provided in a variety of formats. In addition, educational materials and information on resources available through EAP, such as a newsletter and a telephone access EAP Resource and Referral Service will be made available by the NTC to employees and their families as a means to further support early intervention.

The parties recognize the value of providing social support to employees making positive lifestyle changes, and where the local parties agree, on-site, employee-conducted support group meetings will be permitted for employees, on their own time. EAP representatives, with the assistance of the LWCPC, will be responsible for arrangements.

Further, it is recognized that a perceived stigma may be attached to involvement with EAP. Therefore, joint local EAP teams, along with the LWCPC, will work to generate a climate which reduces the effects of social stigma associated with mental disorders, alcoholism, drug dependency and other personal problems that act as a barrier to employees receiving needed help to resolve personal problems. To this end, consideration will be given to the location of the EAP’s office in the plant ensuring the greatest privacy and confidentiality.

The parties agree to continue improving the quality and performance of the EAP Program and EAP representatives’ services. Therefore, the NTC will benchmark other programs and develop National UAW-Chrysler EAP Program standards based on: the most successful practices, standards developed by other joint programs and professional organizations, and input from EAP representatives. The NTC will provide training on the implementation of these standards and assist with the resolution of any implementation problems.

Also, newly appointed EAP representatives will receive a thorough orientation on the background, history, development and focus of EAP Program standards, as well as methods for coordinating a local EAP Program. To ensure that newly-appointed EAP representatives become proficient in EAP core technology, and are able to provide a professional level of service, they will be required to meet all NTC approved EAP requirements for certification, within three (3) years of their appointment. Newly-selected EAP representatives must possess the skills necessary to
take and pass such a certification examination. Failure to achieve such a credential within the allotted time period could result in the representative being removed from the Employee Assistance representative position by the UAW Chrysler Department. Newly appointed representatives will, where feasible, be selected two weeks prior to the departure of the preceding representative, for purposes of training and a smooth transition of responsibilities.

Confidentiality is a critical element in the success of an EAP Program. To preserve the integrity of the Program and employee trust, EAP representatives will adhere to professional standards of confidentiality, except where limited by federal, state, local or FCA US LLC rules and regulations regarding confidentiality, disclosure of client information, or threats. These limits will be explained to employees. Because violations of confidentiality may destroy a program at the local level, and embarrass and offend employees who have placed their trust in the EAP, proven violations of confidentiality by EAP representatives, either by omission or commission, will be taken seriously. If it is alleged that a violation has occurred, a joint investigation will be conducted, and appropriate action taken, up to and including termination of their appointment.

To ensure that employees receive effective alcohol, substance abuse and mental health care, The NTC will work jointly with the Health Care Benefit Joint Insurance Committee to research the most beneficial treatment practices.

It is understood that nothing contained herein or in the existing or future statements concerning the Employee Assistance Program or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company’s or the Union’s rights or responsibilities under the Collective Bargaining Agreement, nor is the Program intended in any way to create for any employee any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the parties’ intent that any programs, approaches or related services to be provided under the Employee Assistance Program are not to be construed as benefits or insurance programs.
Finally, the Grievance Procedure set forth in the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

September 27, 1999

(71) Access to Procurement and Supply

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During the course of these negotiations, discussions took place concerning the role of the Procurement and Supply activity, particularly with respect to the sourcing process. To address the Union’s concerns in this regard, the Company will provide an orientation meeting with senior Procurement and Supply Management within sixty (60) days following the effective date of the new Agreement. The purpose of the meeting will be to review the Procurement process. It is understood by the parties that Procurement and Supply, through the appropriate Program Management Director or Corporate Union Relations will continue to provide information to the National UAW DaimlerChrysler Department related to the purchasing process, sourcing actions and supplier quality concerns as specified in the Memorandum of Understanding-Sourcing (M-10).

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich
September 27, 1999

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

During these negotiations there was considerable discussion regarding the application and intent of Section (37), Use of Past Record.

The Union asserts Section (37) bars consideration of prior discipline beyond the immediate preceding twelve (12) months of active employment when imposing a penalty on a current charge and that the same time restriction is applicable regarding the use of an employee’s discipline record when presenting appeals to the Chairman of the Appeal Board.

The Corporation has no disagreement with the Union’s interpretation of Section (37) as it regards managements initial act of “imposing” a penalty on a current charge. However, when presenting appeals to the Chairman, the Corporation may respond with evidence as to the employee’s total disciplinary record unrestricted by Section (37), if a grievant or the Union advances a claim of prior lengthy good conduct as a ground for reduction of penalty. In the absence of such claims the Corporation will not attempt to include in the arbitration record, either orally or in writing, disciplines which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge.

Very truly yours,

DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich
Dear Sirs:

For each FCA US LLC plant, including Chrysler Center and Chelsea Proving Grounds, the Director of the Chrysler Department of the International Union, UAW may appoint an Employee Assistance Program (EAP) Representative from among those employees who have seniority under the National Production and Maintenance, Office and Clerical, Engineering or Parts Depot Agreements and who at the time of the appointment are at work in the plant in which he is to function. In addition, the Vice President and Director of the Chrysler-UAW Department may appoint, in each facility, an alternate EAP Representative to perform the duties of the EAP Representative in their absence. For Parts Distribution Centers, the EAP Representative and the alternate shall not be out of the plant and off the floor at the same time. The Director of the Union’s Chrysler Department will advise Corporate Employee Relations in writing of the names of the appointees and the plant to which each is assigned. No EAP Representative shall function as such until the Company is so advised. The EAP Representative shall serve an indefinite term and shall be replaced only with the concurrence of the Joint Activities Board.

The maximum number of hours per week in which the EAP Representative of each plant will be allowed to perform his functions shall be determined on the basis of the number of UAW-represented employees in his plant in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Hours Off Job Per Week</th>
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<tbody>
<tr>
<td>600 or more</td>
<td>40</td>
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<tr>
<td>250 to 599</td>
<td>8</td>
</tr>
<tr>
<td>Less than 250</td>
<td>4</td>
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The Joint Activities Board will review the allocations of hours as set forth in the table above six (6) months from the effective date of the National Production and Maintenance Agreement and will make whatever adjustment in hours that is necessary.
1. The duties of the EAP Representative, working with a designated Management representative, are to:

- assist in the identification, education, referral and follow-up of employees with problems which adversely affect job performance and/or attendance relating to alcohol and drug dependencies, emotional disorders or personal problems while assuring requisite confidentiality standards are observed;

- act as liaison with appropriate members of line supervision, labor relations, plant medical, other Union representatives, and with the mental health/substance abuse managed care program;

- assist in evaluating the effectiveness of various programs, plans and services;

- participate in formal employee assistance training/instruction programs and review and make recommendations to the Management representative concerning program content;

- assist in coordinating and implementing various local program applications and related services available under the Employee Assistance Program.

2. The UAW/Chrysler National Training Center will provide training or instruction deemed necessary to qualify the EAP Representatives to satisfactorily perform their duties relating to the Employee Assistance Program.

3. EAP Representatives shall be subject to the following:

   (a) It is understood that the EAP Representative for each plant who does not qualify under the schedule herein to perform his functions forty (40) hours per week, has a regular job to perform and that he will advise his Supervisor on each occasion when it is necessary for him to leave his regular job in order to function as an EAP Representative.

   (b) It is understood that the EAP Representative will be paid only for such time spent in performing his functions as occurs during the time when he is otherwise scheduled to work.

   (c) When the EAP Representative is permitted less than forty (40) hours a week away from work, the designation of such time shall be made by mutual agreement between the Labor Relations Supervisor or his designated representative and the EAP Representative.
(d) The EAP Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his function as an EAP Representative.

(e) The privilege of the EAP Representative to perform his duties during regular working hours without loss of pay is subject to the conditions (i) that hours off the regular job are to be pre-planned and mutually agreed upon with the Labor Relations Supervisor or his designated representative, (ii) that the time be devoted to the prompt handling of matters which are proper pursuant to the terms of the Employee Assistance Program and the privilege shall not be abused, (iii) that it is necessary for an EAP Representative to speak to an employee, prior arrangements will be made with the employee’s Supervisor to do so, and (iv) that the EAP Representative will do the work to which he is assigned at all times except when it is necessary to leave his work to handle his duties as the EAP Representative.

(f) The EAP Representative shall be assigned to the first shift and shall be subject to the provisions of Section (19) of the

(g) Each plant will make available to the EAP Representative an office and related equipment which allows for the conduct of confidential matters relating to the Program.

The parties agree to encourage all EAP Representatives to participate in appropriate Training and Skill Development activities leading to certification.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
September 29, 2003

(75) Suppliers In Plants

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sir:

During the recent negotiations, the Union raised the subject of supplier employees in the plants performing work which the Union claimed has historically been Salaried Bargaining Unit work.

The Corporation explained that in support of our Corporate goal to be world class by the year 2007, the Corporation has embarked upon a number of new directions with its employees, the Union and outside concerns. As an example, “partnerships” have been formed with suppliers to advance the extended enterprise concept.

Nevertheless, we agreed that under no circumstances should a supplier employee in our plants perform the work of Bargaining Unit employees. When performing tasks on the plant floor related to their product, supplier employees will work in liaison with Union employees of the Corporation, including advance communication, when the work in question has historically been done by represented employees. The intent of this advance communication with an appropriate represented salary employee is to allow for the clarification of roles and responsibilities to prevent unannounced entry into the plant by supplier employees.

In order to eliminate potential disputes and misunderstandings, when a supplier is assigned to a plant, the Chairperson of the Unit at that location will be advised of the nature of the assignment. Further, a procedure will be implemented to ensure a constant flow of communication with the appropriate Bargaining Unit employees from suppliers working in the plant.

The Corporation acknowledged that there have been instances where supplier employees have infringed on Bargaining Unit work in the course of reaching their goal. In an effort to resolve this issue, a letter from the Executive Vice President of Manufacturing and the Executive Vice President of Procurement and Supply will be sent to suppliers and Plant Managers instructing them as to the contents of the document and holding them responsible for insuring adherence to the commitments made during these negotiations.

In the event the Union believes instances have occurred contrary to the intent of this document, the appropriate Chrysler Department
Representative may raise the matter with the Union Relations Manager. They will immediately attempt to resolve the matter. If these parties are unsuccessful in resolving the matter, it may be referred to the Vice President and Director of the Chrysler Department for the Union and the Vice President of Employee Relations for the Corporation who may include the Executive Vice Presidents of Manufacturing and Procurement and Supply to resolve the matter.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By J. Franciosi

Accepted and Approved:
INTERNATIONAL UNION, UAW
By Nate Gooden

October 28, 1985

O&C&E
(77) Hiring Practices

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

We have discussed at length the subject of giving employment consideration to former salaried employees who have lost their seniority rights when we are hiring employees into salaried represented positions.

We advised you that while we retain the right to make employment determinations, it shall be the practice of the Corporation to give consideration to the employment applications of such individuals, presuming i) they have the appropriate qualifications for the open position, and ii) their prior employment record was satisfactory.

Very truly yours,
CHRYSLER CORPORATION
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Edward A. Rickey
December 10, 1982

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

In the past, there have been situations in which both the Corporation and the International Union have agreed that, notwithstanding the provisions of Section (26), Time Limit on Claims, equity and fairness dictated that certain actions were appropriate regarding (i) claims by an employee or by the Union, including claims for back wages, and (ii) deductions from an employee’s wages to recover overpayments.

This letter will confirm that in such instances of agreement between the Corporate Union Relations Staff and the Chrysler Department of the International Union, the limitations set forth in Section (26) may continue to be waived in order to provide equitable and fair resolution of such matters.

Very truly yours,

CHRYSLER CORPORATION
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula

October 14, 1996

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During 1996 negotiations, the Union expressed interest in the Company’s association with companies which assemble vehicles sold by Chrysler Corporation or produce components in joint ventures, such as New Venture Gear.
Recognizing the Union’s interest, the Corporation will meet with representatives of the UAW-Chrysler Department, upon request, to review and discuss such products and the effect they may have on UAW-represented salaried employees of the Corporation.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jack Laskowski

October 22, 2015

O&C&E
(93) Joint Activities Representative

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the recent negotiations, the Union expressed concern with respect to having its members at certain locations serviced by a Joint Activities Representative in matters pertaining to Joint Training, and other Joint Activities.

Accordingly, it is agreed that, subject to the conditions set forth, the International Union, UAW may:

A. Appoint one (1) Salaried Joint Activities Representative, who shall be a regular salaried employee on the active roll having seniority and in a unit represented by Local No. 412, and one (1) Salaried Joint Activities Representative who shall be a regular employee on the active roll having seniority and working in a unit represented by Local No. 889. In addition to the aforementioned responsibilities, the Local No. 889 Salaried Joint Activities Representative shall also have responsibilities in health and safety matters under the MOU on Health and Safety.

B. Appoint one (1) Part-Time Salaried Joint Activities Representative, who shall be a regular salaried employee on the active roll having seniority and working in the Local 212
Engineering Unit. The Joint Activities Representative of the Local 212 Engineering Unit shall be allowed up to a maximum of sixteen (16) hours per week without loss of pay for time spent handling Joint Activities matters.

Such aforementioned agreement is subject to the following conditions:

(i) If the Joint Activities Representative wishes to leave his work to handle one of the aforestated matters for an employee at his plant, he shall so advise his supervisor and report to his supervisor when he has disposed of the matter. Before talking to the employee, the Joint Activities Representative shall also make prior arrangements with the employee’s supervisor to do so.

If the Joint Activities Representative has occasion to visit another plant in relation to a Joint Activities matter, he shall make arrangements in advance with that plant’s Labor Relations Department and identify the specific problem and the area he wishes to visit. After arrangements are made, he shall notify his supervisor of his destination and time of departure. Upon arrival at the other plant, he shall contact the Labor Relations Department which will make arrangements for him to speak to the employee or visit the area involved. He shall notify the Labor Relations Department of his departure time.

The Joint Activities Representative shall keep a daily log of such visits, noting his destination and arrival and departure times. Such log will be submitted to his supervisor each day.

The Joint Activities Representative shall be restricted to non premium hours in handling such matters and the time spent on them shall be compensated at his regular salary rate.

(ii) The privilege of the Joint Activities Representative to leave his work during regular working hours without loss of pay is subject to the condition that the time will be devoted to the prompt handling of Joint Activity matters and will not be abused, and that the Joint Activities Representative will perform the work to which he is assigned at all times, except when necessary to leave his work to handle matters as provided herein.

(iii) If the Company believes that the Joint Activities Representative is abusing any of the provisions hereof, it may refer the matter to the Joint Activities Board for immediate resolution of the problem.

The Joint Activities Representative shall perform only the duties as expressly set forth above.
The Joint Activities Representative shall not participate in the Grievance Procedure, and those matters with which such Joint Activities Representative deals shall not be subject to the Grievance Procedure. Other salaried Union Representatives in the complex, plants or offices shall not participate in joint activity matters as a Union Representative except as any of them has been specifically designated pursuant to the terms of a signed document relating to joint activities. This is not to suggest that such representatives are not or should not be supporting of such programs.

A Joint Activities Representative shall not function as provided herein unless and until the International Union (i) sends written notice to the Company of the name of the employee, his plant, department and social security number and (ii) until the Company advises the plant of the designation and the effective date thereof.

A Joint Activities Representative shall also cease to function as provided herein upon receipt of written notice from the International Union to the Company. Such notice shall include the same identification information as set forth above.

The Company further agrees it will, insofar as is reasonably practicable, cooperate with such employee in performing his function as a Joint Activities Representative.

Very truly yours,

FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(95) National and Local Training

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sirs:

FCA US LLC and the UAW reaffirm the need to continue to improve and align joint training programs with the needs of our customers. Furthermore, the parties pledge to continue providing
the resources necessary to assure that all employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continually improves its own and the Company’s ability to succeed in an increasingly competitive industry. To demonstrate this continuing commitment, the joint program coordinators are authorized to evaluate all existing training programs and make improvements where necessary as well as make recommendations to the Joint Activities Board for the development and implementation of new programs reflective of the dynamic needs of employees and the company, especially in light of our changing workforce and emerging technology.

I. NATIONAL TRAINING CENTER

This National Training Center will promote and direct the development and implementation of skill development and training activities for active and dislocated employees. FCA US LLC and the UAW strongly encourage all employees to avail themselves of these activities.

Training and job placement efforts for dislocated workers will be focused on finding comparable employment as soon as possible. In plant closing situations, or in cases involving employees facing indefinite layoff where recall or future FCA US LLC placement is unlikely, the parties agreed that affected employees will receive up to four (4) hours release time for participation, in group information meetings, individual planning sessions and skill assessment. In addition, other pre-layoff activities will include, but not be limited to, basic skills training, counseling, alternative career training, job search, placement and related support services. Post layoff services will continue to be made available to laid off employees through the UAW-Chrysler National Training Center. Cases of partial plant closings will be reviewed individually and appropriate services provided. In either case, services will be reviewed and approved by the Joint Activities Board.

In order to ensure that Training activities improve the performance of the enterprise and provide participants with enhanced job security, it is essential that the UAW-Chrysler National Training Center activities be integrated with the Company structures and business decisions. Therefore, the UAW-Chrysler National Training Center will expand its efforts to establish and maintain close communication with FCA US LLC Divisional staffs to improve employee awareness and access to training held at the World Class Manufacturing Academy. The NTC will assure that the parties at all levels contribute to the development of effective joint training and development initiatives and utilize the resources and facilities of the National Training Center to disseminate effective training and development practices.
The duties and responsibilities of the UAW-Chrysler National Training Center will include the following:

-- Identify Skill Development and Training opportunities for active employees in the areas of basic education, job-related and interpersonal skills.

-- Design promotional materials and activities to encourage the expansion of Joint Union-Management efforts in our society.

-- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business, and government to convene and deliberate upon the future of Human Resource Development.

-- Authorize studies, demonstration projects and research on topics of mutual interest and importance.

-- Monitor and evaluate National Training Center activities and provide status reports to the Joint Activities Board.

-- Investigate other career and training counseling alternatives.

II. LOCAL TRAINING

Training for UAW-represented employees will be based on a comprehensive needs analysis and as required, a training program will be identified and provided to improve basic job skills. Local facilities are responsible to identify and provide operator-specific training per the needs analysis.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
Norwood H. Jewell
November 19, 1990

O&C&E
(100) Cooling Off Period

International Union, UAW

Attention: Stan Marshall

Dear Sirs:

During the course of the current negotiations, the Union expressed concern that some disciplinary interviews escalated into confrontation because tempers flared. The Union suggested that in these situations a “cooling off” period would be beneficial to all concerned.

The Corporation and the International Union agreed that contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the parties agreed that as a matter of practice and when possible such discussions should be postponed until such time that, in the opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing, the parties recognized that certain actions such as assault, or other serious acts of misconduct, would render the “cooling off” period totally inappropriate.

Additionally, it was mutually recognized that providing or not providing a “cooling off” period will be without prejudice to either party in the application of any terms of the National Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Very truly yours,
CHRYSLER CORPORATION
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall
October 14, 1996

(104) College Credit Certificate/ Certification Program

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the parties agreed to continue and expand efforts toward the development of certificate and certification programs.

In order to recognize and encourage the enhancement of competencies and increased professionalism, the National Training Center will partner with Universities and other learning institutions to identify and develop NTC and TTC courses of study, appropriate for certification or certificates. These courses would also award college credit toward degree-seeking programs for completed studies associated with our joint programs.

Very truly yours,

CHRYSLER CORPORATION
By T. Gallagher

Approved and Accepted:

INTERNATIONAL UNION, UAW
By Jack Laskowski

November 19, 1990

O&C&E

(107) Reinstated Grievances

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During negotiations of the National Production and Maintenance, Office and Clerical and Engineering and Parts Depots Agreements, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances.
The parties also recognized that the maintenance of a stable, effective and dependable Grievance Procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the Grievance Procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the UAW Chrysler Department may inform the Corporate Union Relations Staff in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned National Agreements at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Corporation in the Grievance Procedure, or in any court or before any Federal, provincial, state, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairman of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation, and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned National Agreements, except as specifically limited herein, and does not affect Sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.
It is understood this Agreement and the Corporation’s obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Very truly yours,
CHRYSLER CORPORATION
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

December 16, 2019

O&C&E
(108) Pre-Retirement Leaves

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties addressed the desirability, where practicable, of having a mechanism to help reduce the number of indefinitely laid-off employees in those situations where the sudden creation of a large number of indefinitely laid off employees make it impractical to find placement opportunities for those employees. The Company is concerned about large numbers of employees who could return to a plant that had no available work for them. The Union, on the other hand, expressed an interest in longer seniority employees being able to take advantage of a program which would permit them to take a layoff and grow into retirement, while providing placement opportunities for other indefinitely laid-off employees.

A mutually acceptable program has been developed which permits the utilization of voluntary pre-retirement leaves. The parties agreed that in certain circumstances, by mutual agreement, they may agree to a program to place the employee(s) in a Special Program under Attachment A of M-10. Such program would pay the employee(s) at 85 percent (85%) of the employee’s base salary to grow into retirement. Such requests must be approved by the National Job Security, Operational Effectiveness and Sourcing Committee (NJSOES).
This Letter describes the program guidelines and criteria which will be considered in evaluating program requests.

Program Guidelines - An Employee Sent Home to Grow into Retirement

-- When approved, the program will be available to an indefinitely laid-off employee or to an employee who may be replaced by an indefinitely laid-off employee. This program will not be made available to employees currently eligible to retire under the provisions of the 2019 FCA US LLC-UAW Pension Plan or any other applicable pension plan.

-- The number of employees to whom the program will be made available will be determined on a case-by-case basis, as approved by the National Job Security, Operational Effectiveness and Sourcing Committee, recognizing the necessity of maintaining employment levels that effectively fulfill the current and future manpower needs of the location.

It is understood that no promotions will arise solely as a result of the implementation of this program.

-- An employee sent home pursuant to this provision will be compensated at 85 percent (85%) of straight-time pay (the employee’s base salary in effect at the time of computation).

-- An employee sent home pursuant to this provision under the E, O&C Agreements will be considered to be on Pre-Retirement Leave Status and will receive the same pay and benefits as though the employee was actively at work, except that pertinent pay practices such as holiday pay will be compensated at the 85 percent (85%) rate.

-- The period an employee may be sent home to grow into retirement in accordance with these provisions will be limited to a maximum of twenty-four (24) consecutive months.

-- Employees’ Corporate Service Dates will be utilized as the tie-breaker in the event there are more applicants than approved for the program.

-- To be eligible for this program, an employee must agree to retire effective the first day of the month following the month the employee first becomes eligible for any type of voluntary retirement. This program is not available to an employee who is already eligible for retirement. Such acceptance to the program by the employee will be irrevocable.
Life Insurance Benefits will be determined according to Exhibit B Article II, Section 1 as though the employee was actively at work immediately preceding the date of death.

An employee sent home to grow into retirement under this program will not be eligible for a Voluntary Termination of Employment Program.

Criteria to be Considered for the Program

The creation of a large number of Employees on indefinite layoff, making it impractical to find placement opportunities for such employees.

The National Job Security, Operational Effectiveness and Sourcing Committee will jointly determine authorization to implement this program for a location that meets the following criteria:

- Number of Employees on Indefinite Layoff
- Size of the active workforce
- Historical attrition rate
- Expectation of new work
- Future expectations regarding Indefinitely Laid-off employees
- Anticipated volume increases
- Anticipated training needs

Process

The National Job Security, Operational Effectiveness and Sourcing Committee will determine those employees to be eligible for the programs based on the location’s current and future manpower, skills and training needs.

Eligible employees must complete the Pre-Retirement Leave application form. In the case of an employee being sent home to grow into retirement, a retirement application form and all related paperwork must be completed.

If these eligibility requirements are deemed to be in conflict with provisions of any law, as a result of subsequent regulations, legislation of similar developments, or for any reason cannot be applied in their current form during the term of the Agreement, then Pre-Retirement Leaves shall be limited to employees who would be eligible for early retirement based on attaining thirty (30)
years of pension credited service within twenty-four (24) months of participating in a Pre-Retirement Leave.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 22, 2015

O&C&E
(109) Short-Term Military Duty

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

A seniority employee who is called to and attends an annual training encampment or is called to and performs active duty because of a local or national emergency as a member of the United States Armed Forces Reserve or National Guard shall be paid the difference between the employee’s base salary to which the employee would have been entitled if not on military duty (including shift premium, if otherwise eligible, but exclusive of overtime and any other premium), and the military basic pay the employee received for those same days.

Payment shall be made for normally scheduled work days that the employee performs short-term military duty and otherwise would have been scheduled to work or, but for the employee’s short-term military duty, would have been eligible for holiday pay.

Except for short-term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, the Company’s obligation to pay an employee under the provisions of this letter shall be limited to a maximum of thirty (30) scheduled working days in any calendar year. In order to receive payment the following conditions must be met:

1. The period of short-term military or National Guard duty shall not exceed thirty (30) calendar days.
2. The employee shall be called to military or National Guard duty and shall furnish the Company with a copy of the employee’s military orders in advance of the employee’s military duty; and

3. Upon the employee’s return to work, the employee shall furnish the Company with a statement (Military Pay Voucher) of the military pay while on such duty.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
Norwood H. Jewell

December 16, 2019

O&C&E
(111) Mergers, Etc.

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company agrees that it will not engage in any merger, restructuring, or other business combination unless the merged, restructured or combined entity resulting from such merger, restructuring or combination agrees to assume the 2019 Agreements applicable to the facilities or operations affected by such merger, restructuring or combination.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:
INTERNATIONAL UNION, UAW

By Cynthia Estrada
October 18, 1993

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

During the 1993 negotiations the parties discussed at length the Union’s concern regarding sourcing to an outside vendor certain aspects of a new science of tolerance dimensioning to better control vehicle assembly for prescribed objectives for fit, caps, flushness and parallelism. Consistent with a long-term corporate goal of reducing reliance on vendors, such as Trikon, for such dimensional analysis, the Corporation advised the Union of its willingness to provide specific mandatory training in geometric dimensioning and tolerancing (GD&T) for designated Manufacturing Engineering and, where appropriate, Vehicle Engineering personnel to ensure such personnel are proficient with the latest advancements within their respective disciplines.

In addition, the Corporation stated its willingness to immediately begin to integrate CATIA documentation work beginning with 1996 model year programs, currently performed by vendor employees, into the represented Vehicle Engineering drafting classifications and to inform the Union of any resulting bargaining unit staffing changes.

Finally, the Corporation advised the Union of its belief that numerous and significant elements of dimensional analysis engineering are properly assigned to non-bargaining unit Product Engineering employees.

Very truly yours,

CHRYSLER CORPORATION
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula
October 12, 2011

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

This will confirm that during these negotiations the Company advised the Union that it will continue the Mopar Parts Purchase Program for eligible employees and retirees offering convenience and continued favorable pricing. The Program provides a 25% discount off the dealer list price on Mopar Genuine Parts, remanufactured parts, performance parts and accessories. Exclusions apply to Wearable items, Tires, and other select specialty parts. The employee-retiree can order replacement parts by calling the program hot line (800.852.MOPAR) and receive a discount code or by using the internet site (www.mopar.com/employee) where a discount code will be provided electronically. It is understood by the parties that this program is intended only for eligible employee-retirees.

In addition, employees-retirees who purchase and/or lease a Company vehicle under the terms and conditions of the Employee-Retiree New Vehicle Purchase / Lease Programs are eligible to receive 25% off the list price (MSRP) on Chrysler Service Contracts. A toll free number (800.521.9922) and website (www.servicecontracts.chrysler.com) will continue to be made available to our employees for further program information. It is understood by the parties that this program is intended for eligible employee-retirees and family members. It is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of these Programs shall not constitute a precedent for future negotiations on this subject.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
October 22, 2015

(116) Resident/Quality Engineers

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the recent negotiations, the Union raised the subject of Resident/Quality Engineers in the plants performing work which they claim has historically been Salaried Bargaining Unit work.

The Company explained that in order to improve quality in support of our Corporate goal to be world class, the Resident Engineer Program was implemented in 1994 with assurances to the International Union, UAW-Chrysler Department that it is not the intent of the Company to assign resident engineers to perform work historically performed by salary bargaining unit engineers.

The function of the Vehicle Engineering Resident/Quality Engineer is to reduce the time between identification of product related issues in the manufacturing process and corrective actions in the plant, since product design changes are the responsibility of Vehicle Engineering. The Resident/Quality Engineer will work with Vehicle Engineering to pursue design changes, and any resulting manufacturing and assembly process changes will be implemented by the plant Bargaining Unit engineers. In addition, the Resident/Quality Engineers will continue to use Corporate quality indicators (internal and external) to prioritize issues relating to product design.

It is not intended that Resident/Quality Engineers displace Bargaining Unit engineers or perform work that is normally performed by Bargaining Unit engineers. The Resident/Quality Engineer functions as a team leader/facilitator coordinating the activities of the other members of the team(s). The team(s) will generally include Bargaining Unit engineers from the appropriate disciplines, i.e. tool process, quality and facility (plant), as well as hourly employees, and Non-Bargaining Unit employees in quality improvement initiatives.

When it is necessary for the Resident/Quality Engineer to perform functions on the plant floor relating to implementation of design changes that affect the manufacturing and assembly process, the Resident/Quality Engineer will liaison with appropriate Union employees.
Resident/Quality Engineering will implement procedures to ensure a constant flow of communication with the Bargaining Unit Engineers.

In order to eliminate potential disputes and misunderstandings, when a new Resident/Quality Engineer is assigned to a company facility, the Chairperson of the Engineering Unit at that location will be advised of the assignment.

The Company acknowledged that there have been instances where the Resident/Quality Engineers have infringed on Bargaining Unit work in the course of reaching their goal. In an effort to resolve this issue, a letter from the Executive Vice President of Manufacturing and Executive Vice President of Vehicle Engineering will be sent to instructing them as to the contents of the document and holding them responsible for insuring adherence to the commitments made during these negotiations.

Within sixty (60) days of ratification of the 2015 National O,C & E Agreement a roundtable meeting between the Vice President and Director of the UAW-Chrysler Department, the approximate members of the Vice President’s staff and the Vice President of Employee Relations for the Company, including the Executive Vice Presidents of Manufacturing to develop an instrument to distribute to the plant manager, the salaried bargaining unit engineers and all of the salaried employees at each respective FCA US LLC manufacturing site describing the relationship between Resident/Quality Engineers and salary bargaining unit engineers.

In the event it is alleged that a facility is not complying with the provisions of this letter, and such issue cannot be resolved locally, the issue shall be elevated to the National Parties, up to and including the Vice President of Employee Relations and the Vice President of the UAW-Chrysler Department.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION UAW
By Norwood H. Jewell
October 12, 2011

O&C&E

(117) Union and Company Awareness

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During 2003 negotiations, the parties reaffirmed their support of the jointly designed and developed employee awareness program regarding the long historical relationship between the UAW and Chrysler Group LLC. Further, critical issues and problems resolved over the years, as well as the future needs and concerns of each party’s respective constituencies, were also addressed. The parties agreed to strengthen the program by continuing the development union and company historical presentations as provided for in the standardized new hire orientations. Additionally, local union presidents and plant/depot managers may continue to identify, through signage, the UAW local(s) representing workers at their locations. Also, the Company will continue to affix the UAW registered logo to Chrysler Group LLC tractor doors.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 22, 2015

O&C&E

(121) Youth Programs

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

Under the direction of the Joint Activities Board, the UAW-Chrysler National Training Center is developing a Youth Program.
This program is designed to enhance the normal education system, encourage academic excellence and provide career awareness.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

December 16, 2019

O&C&E
(122) Appeal Board Rules of Procedure

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the parties reaffirmed their commitment to the Appeal Board Rules of Procedure. The parties agreed that it is not the intent to use those rules as a device to frustrate the arbitration process.

In the event the parties cannot agree to a satisfactory date, either party may request that the Impartial Chairman schedule and participate in a meeting of the Appeal Board to resolve the matter.

The agreed upon procedures are as follows:

1. As used herein, the term

   A. “Parties” means both the Company Appeal Board Representatives and the Union Appeal Board Representatives.

   B. “Party” means the Company Appeal Board Representatives or the Union Appeal Board Representatives.

   C. “Chairman” means the Impartial Chairman of the Appeal Board.

   D. “Hearing” means a meeting of the Appeal Board at which the Impartial Chairman participates.
2. Locality

Hearings on cases shall be held at the plant or location from which the case arose. However, this does not preclude the parties from holding a hearing or hearings at other locations where, in appropriate cases, and for reasons of convenience and economy, it may be desirable to hold a hearing at another location.

3. Notice of Hearing

A. A party desiring to present a case to the Chairman shall give such advance notice thereof to the other party as will afford adequate time for preparation.

B. Final Appeal Board Hearing – the parties ensure full and complete exchange of positions, arguments, evidence and possible witness lists. This meeting should occur at least ten (10) business days prior to the established arbitration date.

C. Final Discovery Meeting – the Company and Union Appeal Board Representatives may disclose additional relevant material not previously available. This meeting must occur at least three (3) business days prior to the established arbitration date. Parties shall identify joint exhibits, stipulations and exchange any updated witness lists.

4. Date and Time of Hearing

The parties shall agree on the date and time of hearings with the concurrence of the Chairman.

5. Stenographic Record

Either party may take a stenographic record at a hearing. The party desiring such a record shall pay the full cost thereof and shall provide the other party and the Chairman with a copy of such record.

6. Attendance at a Hearing

Only persons having a direct interest in a hearing shall be entitled to attend a hearing. Such persons include official representatives of the Union and the Company and their observers. In the interest of the orderly and expeditious presentation of cases, only the parties, their witnesses and the Chairman, shall participate in the hearing. The Chairman shall have the power to require the retirement from the hearing of any witness during the testimony of any other witness. Each party will endeavor to make arrangements
to facilitate the attendance of a person or persons at the hearing. If such attendance will interfere with the efficient and orderly operation of a department, office or plant in which such person or persons work, the hearings shall be postponed, recessed or adjourned so as to avoid such effect.

The parties will continue the practice of the Company not presenting bargaining unit employees and the Union not presenting management employees to testify in support of their respective positions before the Chairman. However, the Chairman may, at his discretion, call as a witness any employee who is able to testify to relevant facts that materially affects issues in the case submitted to him.

7. Recess or Adjournment

The Chairman may recess or adjourn any hearing upon the request of either party upon a showing of reasonable cause, and shall recess or adjourn the hearing when the parties agree thereto.

8. Order of proceedings

A. At each hearing the Chairman shall keep a record identifying all witnesses.

B. Exhibits when offered in evidence by either party shall be received in evidence by the Chairman. Copies of such exhibits shall be furnished to the other party wherever feasible.

C. At the beginning of the hearing, the Chairman may, in his discretion, ask each party for a statement clarifying the issue or issues involved in the grievance. Such statements shall be made for informational purposes only and shall not be taken to limit or expand the issue contained in the grievance.

D. The party initiating the hearing shall present its claims, proofs, and witnesses, who shall be subject to questions or other examinations.

E. The answering party shall then present its claims, proofs, and witnesses, who shall be subject to questions or other examinations.

F. The Chairman may, in his discretion, vary the procedure described in (d) and (e) above but shall afford full and equal opportunity to each party for the presentation of its case.
G. In cases of suspension, disciplinary layoff or discharge, the Company shall present its case first.

9. Absence of Party

No hearing shall be held in the absence of either party.

10. Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the Chairman may deem necessary to an understanding and determination of the case. However, if a party offers evidence which has not been disclosed at prior Appeal Board discussions of the case, the other party shall be afforded a reasonable opportunity to examine, investigate, and counter such new evidence. When new evidence is introduced, which in the Chairman’s judgment materially affects the matter at issues he may refer the case back to the Appeal Board for further consideration by the parties. The Chairman shall judge the acceptability, competency, materiality and relevance of the evidence and conformity to legal rules of evidence shall not be necessary.

11. Statements

The parties recognize that direct testimony is a desirable means of presenting evidence as to the facts which are in dispute and/or where credibility is an issue. The parties may offer in evidence, affidavits or written statements of witnesses. The Chairman shall give such affidavits or statements such weight as he deems they are entitled to after due consideration of any comment, question, or objection made to their admission.

12. Post-Hearing Statement

The parties agree that the general use of post-hearing statements is not desirable. Circumstances can and do arise in which such statements are necessary. Either party shall have the right to file a post-hearing statement provided notice of intent to do so is given during the hearing. Any such post-hearing statement shall be submitted within a time limit to be set by the Chairman in each case and copies of such statements shall be given to the other party, who shall, within a time limit to be set by the Chairman in each case, have the right to submit comments on the post-hearing statement. A copy of the comments shall be given to the party filing the post-hearing statement, it will promptly so notify the Chairman and the other party. In the event the Chairman requests the parties or either of them to submit additional information, evidence or exhibits by way of a post-hearing statement, such requests, where
practical, shall be made in writing and such statements shall be confined to the matter or matters requested by the Chairman.

13. Inspection

The Chairman may, on his own motion, or that of either party, make an inspection in connection with the subject matter of the dispute after notice to the parties who may, if they so desire, be present at such inspection. Where such inspection involves entry into Company plants or premises, arrangements to do so shall be made by and with the Corporate Appeal Board Representatives after consultation with the Chairman and the Union Appeal Board Representatives.

14. Opening of Hearing

A Hearing may be reopened by the Chairman on his own motion or upon the motion of either party upon a showing of good and sufficient cause at any time before the award is made.

15. The Award

A. The Chairman shall make his decision and award within (30) days of the close of the hearing, or the date of receipt by the Chairman of the post-hearing statements, whichever is later, unless said time is extended by agreement between the parties. The award shall be in writing and shall be signed by the Chairman.

B. If the Chairman resigns, dies, or is otherwise disabled or disqualified from performing his duties or if his services are terminated by either party after a case has been presented to him, but before he has rendered his decision and award, the case shall be referred back to the parties who shall discuss mutually satisfactory solution for the determination of the case.

C. Delivery of the award shall be made by mailing three copies of the award to each party to the addresses of each party as set forth in the Company-Union Agreement or to such other addresses as the parties or either of them shall furnish the Chairman in writing.

D. The parties shall agree upon any commercial or other public publication of the decision and award of the Chairman.

16. Fees and Expenses

A. Each party shall be responsible for the cost, expenses or lost wages of witnesses, representatives or other persons call to the hearing at its own request.
B. All reasonable and necessary expenses of the Chairman including required traveling and other reasonable and necessary expenses incurred by the Chairman in connection with the hearing, and the expenses of any expert witness produced at the direct request of the Chairman and the cost of any other proof produced at the direct request of the Chairman shall be borne equally by the parties.

17. Interpretation and Application of Rules

A. The Chairman shall interpret and apply these rules insofar as they relate to his powers and duties.

B. The waiver by one party of one or more of the foregoing rules shall not preclude that party from subsequently exercising its right under the foregoing rules in the event of a subsequent situation giving rise to the application of the rule or rules.

Very truly yours,
CHRYSLER CORPORATION
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 22, 2015

O&C&E
(123) Americans with Disabilities Act

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sir:

During these negotiations, the parties discussed the effect of the Americans with Disabilities Act. The parties agreed that it is their mutual responsibility to jointly develop understandings covering the rights of qualified persons with disabilities.

Accordingly, the parties agreed that the Vice President of Employee Relations of the Company and the Vice President and Director of the Chrysler Department, International Union - UAW will each designate three (3) individuals to serve on an ADA Advisory
Committee. This Committee must meet and confer at mutually agreeable times to discuss these matters.

Additionally, the Advisory Committee may discuss the concerns of either party relative to the Company’s implementation of ADA legislation.

Further, with respect to military personnel and veterans covered by the ADA, the parties agree that the ADA Advisory Committee will meet to discuss the process of employment and re-employment to ensure that these individuals receive the respect and attention they deserve and to help them gain a valuable and rewarding work environment.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

September 27, 1999

O&C&E
(124) Equal Application Representation

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

For many years the Corporation and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, status as a qualified person with a disability, sexual orientation, union activity or membership in any other legally protected class. To this end, the parties have expressly incorporated in their Production and Maintenance Agreement an “Equal Application” provision that both insures adherence to that principle in all aspects of employment at DaimlerChrysler Corporation and provides the contractual Grievance and Arbitration Procedure for the resolution of alleged violations of that principle.
The parties now recognize the desirability of providing for an equal application process under the Office and Clerical and Engineering Agreements. As such, the following will apply:

1. The National Equal Application Committee as authorized under Letter (116) of the Production and Maintenance Agreement shall also represent Office and Clerical and Engineering Union interests.

2. A local Equal Application Committee representing salaried represented employees shall be established and operate under the terms of the Production and Maintenance Agreement, Letter (116), in facilities where currently no hourly Equal Application Committee has been authorized.

3. In facilities where the Production and Maintenance Agreement currently provides for an Equal Application Committee, the basic principles of Letter (116) shall pertain to office, clerical and engineering, and technical employees and their interests and/or concerns shall be represented by the Union Representatives of the local Equal Application Committee empowered pursuant to the terms of the National Production and Maintenance Agreement.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich

September 29, 2003

O&C&E
(125) Tobacco Smoking in the Workplace

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During these negotiations, the Company and the Union discussed concerns regarding tobacco smoking in the workplace, including second-hand tobacco smoke. It was discussed that the Company shall continue to comply with all applicable local, state and federal laws, ordinances, and regulations regarding tobacco
smoking in the workplace. In the event it is alleged that a facility is not complying with all such applicable laws, and such issue cannot be resolved locally, then the issue shall be elevated to the International Union DaimlerChrysler Department and Corporate Union Relations Offices.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Nate Gooden

October 22, 2015

O&C&E
(126) Recycling Programs

International Union, UAW
Attention: Norwood H. Jewell

Dear Sir:

During these negotiations, the parties discussed the corporate policy and directives relative to vehicle recycling and waste minimization program. Both of these directives affirm the Company’s commitment to natural resource conservation and the protection of the environment.

Vehicle recyclability and the use of recycled materials are an increasingly integral part of the Company’s vehicle program planning and development process. The Company’s goal is to facilitate recycling of our products through such means as material selection, assembly techniques, and manufacturing processes. We also encourage recycling by purchasing recycled materials. Further, we commit to jointly discussing the recycling process and identifying new materials for recycling with the Union.

The Company continues to be a strong supporter of recycling programs and has implemented numerous recycling initiatives at its locations. The Company is also active in recycling initiatives in the various communities in which it operates. The Company supports many community projects to increase the awareness of environmental issues and to promote ways of establishing recycling
as a way of life. The involvement of FCA US LLC employees in these projects has been well received and is a major reason for their success.

The Company and the Union will jointly continue to encourage and support recycling efforts of local communities, Local Unions, and employees, consistent with corporate policy, which will support the protection and the conservation of the environment, both at the corporate level, as well as the local level.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 14, 1996

O&C&E
(127) Call-In Pay

International Union, UAW
Attention: Mr. J. Jensen

Dear Sir:

During these negotiations, the parties discussed the Union’s concerns regarding call-in pay for salaried employees.

The Corporation has advised the Union that although there is no specific provisions in the O.C. & E. Agreement addressing Call-In Pay, it reaffirmed its intent to continue to handle Call-In Pay for salaried employees in the same manner as has been done historically.

Very truly yours,
CHRYSLER CORPORATION
By R. A. Miller

Accepted and Approved:

International Union, UAW
By J. Jensen
October 22, 2015

O&C&E
(130) Technology Training Center

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 1993 negotiations, the parties agreed to establish the UAW-Chrysler Technology Training Center (TTC) to provide a centralized location in which to train and upgrade employee skills. Since its inception, the TTC has become a major provider of technical training for UAW represented Chrysler Group LLC workers.

In 2003, the parties agreed to convene a joint study group to identify methods to improve effective utilization of the TTC. The group made a number of recommendations that were implemented and have resulted in a decreased number of “no shows” and “late cancellations” that had been disrupting TTC training efforts.

During these negotiations the parties discussed several issues critical to the future success of the TTC including how to continue the TTC’s role as the primary facility for Skilled Trades Training. It is also recognized that the training of the skilled trades and other identified groups of employees is critical to improving productivity and quality while minimizing equipment downtime.

In an effort to effectively address the rapidly changing technology, the parties agreed to establish an advisory group to identify, as far in advance as possible, current and future technology. The advisory group will consist of the following members: TTC Joint Technical Training Coordinators, and Representatives from Manufacturing Engineering (ME) and Advance Stamping Manufacturing Engineering (ASME). The advisory group will meet on a semi-annual basis to discuss and review potential effects and timing that such technologies have on each division. The advisory group will also identify any skill gaps associated with the changing technology and oversee the development and execution of an integrated training plan, utilizing WCM processes and methodology with assistance from the WCM Academy Team, as required. Internal and external technical resources may be included on an ad hoc basis. The advisory group will work diligently to recommend the proper equipment and develop the appropriate curriculum.

The parties discussed the perception that participation in training at TTC is voluntary. It was clarified and confirmed that
training conducted at TTC is required, and exceptions will be made only on a case by case basis. It is also recognized that the training must be identified and directed by Management as relevant to one’s ability to perform successfully on the job on new or different technology or improving a skills gap for skilled trades or other identified groups or individuals. As such, employees identified for training will be required to report to TTC, irrespective of geographic location.

The UAW-Chrysler Technology Training Center will continue to be responsible for six (6) major components:

1. Skilled Trades Core Skills Training
2. Production Worker Technical Skills Program
3. New Processes Training
4. Apprenticeship Training
5. Safety Training
6. Salaried Technical Training

Also, during these negotiations, the parties discussed at great length the many issues that continue to impact the effective utilization of the UAW-Chrysler Technology Training Center. Issues that negatively affect opportunities to increase participation were also discussed. We concurred that the complexities and ramifications of these issues require more in depth review and study.

Funding for the UAW-Chrysler Technology Training Center will be determined by the Joint Activities Board.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
Dear Sirs:

During the current negotiations, the Company and the Union agreed to update equal application training within the terms of the Agreement. It was further agreed, that equal application training will be included in the New Hire Orientation Program.

In addition, the parties determined that specialized training involving the investigation and handling of employee complaints concerning alleged violations of the above would be beneficial to local Civil Rights Committees and Equal Application Committees in the discharge of their responsibilities under Section (4) of the National Agreement.

Moreover, the parties acknowledged the best way to minimize the incidence and impact of sexual harassment is to have positive training and education programs to sensitize supervisors, union officials and employees to sexual harassment concerns.

Accordingly, it was agreed that the National Training Center and the Corporation’s Diversity and Work/Family Department will jointly develop and provide such training under the direction of the Joint Activities Board.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stephen P. Yokich
September 27, 1999

(132) Sexual Harassment Counseling for New Hires

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations, the parties have engaged in considerable discussion about providing counseling to employees with less than eight (8) months of service who allege that they have been sexually harassed. To that end, the corporation has agreed to create a special counseling program to address this concern, which will begin during the first quarter, 2000.

Criteria for participation are the following:

A formal complaint alleging sexual harassment must be filed with the corporation,

A joint UAW-Management investigation of the complaint must have begun, and

The employee must request counseling services.

The employee may then go to the Employee Assistance Program representative for a referral to an approved treatment program. Under the provisions of this program, employees will be eligible for up to the same number of counseling sessions as provided by the regular corporate mental health benefit. Costs for such services will be paid for through the Joint Activities Fund, and will terminate at the time that the employee qualifies for regular corporate benefits.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
Stephen P. Yokich
October 14, 1996

(133) Union Dues Deductions

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sir:

Notwithstanding the provisions of (M-2) Memorandum of Understanding Union Dues Deductions, the Company will remit all sums deducted from pay to the Financial Secretaries of the Local Unions pursuant to (M-2) using the present method or via electronic transfer to the Local Unions financial institution.

It is understood that the Financial Secretaries of the Local Unions will notify the Company of their desire to have deductions electronically transferred. This change will be effective within ninety (90) days following notification to the Company.

If electronic transfer is selected, the payment will be made within two (2) to three (3) days after the first pay period in each month.

Very truly yours,

CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved

INTERNATIONAL UNION, UAW
By Jack Laskowski

December 16, 2019

O&C&E

(136) Extension of Seniority Recall Rights

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding that, notwithstanding the provision of Section (42)(e) of the Office and Clerical and Engineering Agreements, laid off employees who have not broken
their seniority as of December 16, 2019 shall retain their seniority recall rights through the term of the new Agreement.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 14, 1996

(138) Early Production Vehicle Driving

International Union, UAW
Attention: Mr. Jack Laskowski

Dear Sir:

During the course of the current negotiations, the Union raised the issue of hourly employees driving early production vehicles at or near the Corporation’s assembly plants in an attempt to identify problems early in the production process that may affect the quality of the vehicle, and whether such work was more appropriately work to be performed by Proving Grounds Test Drivers.

The Corporation advised the Union of its belief that the work at issue was not appropriately Proving Grounds work as Proving Grounds driving is a development responsibility to verify product design intent meets durability requirements. The Corporation advised the Union it historically receives information on the evaluation of vehicles from many areas, including, but not limited to, Product Evaluation vehicles, Fast Feedback and overnight vehicles, and that the early production vehicle driving program was another effort to evaluate the vehicle in an attempt to improve quality, focusing on the relationship of production process variation to product performance.

Notwithstanding the above, it is agreed that if employees are assigned to perform early production vehicle driving assignments they will be assigned to the appropriate salaried Bargaining Unit classification. Routine quality checks associated with brief drives at the end of the assembly line will continue to be performed in the present manner.
The Union also raised concerns regarding distribution of data collected by the drivers. The Corporation assured the Union that this information as with other evaluation information is made available to the plant for appropriate action as required.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jack Laskowski

September 27, 1999

(139) Product Development and Product Transformation

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

During these negotiations the parties discussed various issues related to product development and product transformation. Both the Company and the Union recognize that future jobs depend on, among other things, continuing investments in product development. Shifting markets, changing consumer tastes, new governmental regulations, international harmonization of such requirements, and a host of other factors have a direct impact on vehicle development and manufacturing. The products manufactured and services delivered must meet evolving customer preferences and demands at a competitive price.

The Company fully understands the Union’s concerns relative to investment in new products and services, and that such investments, while absolutely necessary, may not alone guarantee good future jobs. New products require additional skills, spur changes in labor demand, and entail new sourcing decisions. The parties acknowledge that involving the Union at the earliest stages of the product development cycle is key to attaining job security while meeting the global challenges of improved quality, speed to market, product innovation, and lowering total costs. To that end, the Corporation has been, and continues to be, fully committed to working with the Union to seek and identify appropriate jointly developed technical training programs that will match new skill
requirements with evolving technologies, products and services, along with the implementation of new programs to cushion unavoidable dislocative effects of rapid product transformation and development. The Company recognizes that working together will help preserve and grow good paying jobs for all current and future UAW-represented employees at DaimlerChrysler Corporation.

In preceding National Agreements and during these negotiations, the parties have recognized the importance of the Union’s role and involvement in the product development cycle and product transformation through provisions, such as the Memorandum of Understanding-Sourcing (M-10), which provide a mechanism for early UAW involvement in the Corporations’ plans to proceed with a new or redesigned vehicle. To that end, it is understood and reaffirmed that early during the product development cycle, matters such as sourcing patterns, possible changes in assembly, sub-assembly, stamping, power train and other component sourcing patterns, possible insourcing opportunities, and technology which may impact the represented workforce will be reviewed with the International Union in accordance with the provisions of the Memorandum of Understanding-Sourcing (M-10). Such early and up front involvement will allow the Union to continue to be provided with current and anticipated major product developments/product transformations that are having, are expected to have, or could potentially have an effect on employment levels such as projected changes in the major components for motor vehicles (e.g. shift to new propulsion technology and energy storage devices), in materials (e.g. increased use of plastics and/or aluminum in body panels, shift to aluminum castings), in assembly and design (e.g. for easier assembly/manufacturing methods and for disassembly for recycling purposes).

Further, the Union’s early involvement during the product development process allows for discussions relative to issues such as the impact of a traditional gas-fueled internal combustion engine vehicle, and, for example, the comparable electric, hybrid electric, fuel cell, or dedicated and flexible alternative-liquid-fuel vehicle with respect to major components, materials, and assembly methods. In each case, the Company will indicate the extent to which changes in specifications will be handled through the revamping of existing UAW operations, by means of technology residing in other divisions of the Corporation or by outside sourcing arrangements.

Finally, it is recognized that the Memorandum of Understanding-Sourcing (M-10) provides an avenue for discussions as early as practicable in the product development cycle relative to projected production volume of new materials, components, and products, and the potential impact, if any, on UAW represented jobs.
Dear Sirs:

During these negotiations, the Union has expressed concern regarding possible changes the Corporation may make in its corporate structure during the term of the next National Collective Bargaining Agreements. Representatives of the Corporation and the Union have met and discussed this subject, with the result that each of the parties has gained a better understanding of the other’s interests and concerns.

The Corporation has advised the Union that Management has certain structural changes under review. Other than this letter agreement, no specific provisions were negotiated or agreed upon with respect to this matter; but if any structural changes are made, the Corporation agrees that it will meet to fully review them with the Union. In reviewing such structural changes, Management will explain the nature and purpose of each and their potential effect, if any, on the Union and its members covered by these Labor Agreements.

Further, if there is likely to be any significant impact on the bargained-for rights of UAW-represented employees, good faith discussions between the parties will be undertaken promptly.

Any alleged violation of Chrysler Corporation’s contractual obligations to the UAW and to its UAW-represented employees that is in dispute after such good faith discussions will be subject to special expedited arbitration within sixty (60) days after being placed in issue regarding such restructuring. The Chairman of the
Appeal Board designated in the National Agreements or another agreed upon arbitrator will have jurisdiction to remedy violations of this letter.

It is the objective of this letter to satisfy Chrysler’s basic contractual commitments to the UAW and to its UAW-represented employees as if no restructuring had occurred. Therefore, Chrysler agrees that it and any holding company created as a member of the Chrysler family will agree to be bound by the results of the above-mentioned arbitration to the extent necessary to remedy a violation of such contractual commitments by Chrysler.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

September 27, 1999

(142) Salaried Skilled Trades Hiring Minimum

International Union, UAW
Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations the Union expressed concern about the base salaries paid to salaried Skilled Trades journeymen hired from outside the Corporation.

The Corporation agreed that future salaried Skilled Trades journeymen hired from outside the Corporation shall be paid not less than the base salary of the apprentice schedule for the appropriate classification as contained in M-8 Salary Classification and Grade Supplement.

Additionally, the Corporation agreed to increase the base salary of salaried Skilled Trades journeymen on the active roll as of the effective date of this agreement to the base salary of the
apprentice schedule for the appropriate classification as contained in M-8 Salary Classification and Grade Supplement.

Very truly yours,
DAIMLERCHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved
International Union, UAW
By Stephen P. Yokich

October 18, 1993

O&C&E
(147) Employees Called to Duty with Reserve Forces

International Union, UAW
Attention: Mr. Stan Marshall

Dear Sirs:

Chrysler Corporation recognizes that our employees are an essential element of the Reserve Forces of the United States. Presently, when such employees are called to long-term active duty, they will be released for such duty.

During these negotiations, the Company and Union discussed the personal hardships employees may face when called to active duty, particularly on short notice. The Company assured the Union it will give full consideration to requests from Reservists for time off needed to take care of personal affairs when they are called to long-term active duty.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall
Dear Sirs:

During these negotiations, the parties discussed the Family and Medical Leave Act (FMLA) of 1993, as amended. The Company assured the Union that it will comply with the provisions of the FMLA.

Pursuant to the Company’s present plan for compliance with the FMLA, the Company’s rights under the Act will be modified to:

-- Provide that an employee on FMLA Leave will continue to accumulate seniority in the same manner as the employee also would be eligible under Section (66)(a) and (78)(a) of the Office, Clerical and Engineering and Production and Maintenance Collective Bargaining Agreements, respectively, as appropriate;

-- Permit but not require employees to substitute vacation and/or excused absence allowance for unpaid FMLA Leave;

-- Provide that employees who are married to each other will be each entitled to a maximum of 12 weeks of qualifying leave under the Act;

-- Provide that, when a third opinion is necessary under the medical certification and dispute resolution sections of the FMLA, the neutral provider will be selected jointly by the Company and the Union from a list, provided by the appropriate local or state professional medical association, of board-certified specialists in the field of medicine in which the point of controversy exists;

-- Continue Company-paid Group, Life, Accidental Death and Dismemberment, and Disability Insurance during all FMLA Leaves that are not also Chrysler-UAW Medical Leaves as if such leaves were Chrysler-UAW Personal Leaves of Absence.

In addition, the Company’s plan for compliance would:

-- Not automatically designate and apply absence time that is compensated under the Sickness and Accident Insurance provisions of the Life, Disability and Health Care Benefits Program against an eligible employee’s FMLA entitlement.
-- Use, initially, a calendar year as the 12-month period of the leave entitlement (for example: in 1993, from the effective date through December 31, 1993; in 1994, from January 1, 1994 through December 31, 1994);

-- Require repayment of the cost of health care coverage provided during the leave from employees who fail to return from FMLA Leave to the extent permitted by law.

The Company may make changes in its compliance plans to reflect final regulations and/or subsequent court decisions and the gaining of additional administrative experience but without reducing leaves provided by the Collective Bargaining Agreement.

Problems related to the implementation of this letter may be discussed by representatives of the UAW National Chrysler Department, and the Company’s Employee Relations Staff.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 22, 2015

O&C&E
(149) Payroll Direct Deposit

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sirs:

Unless otherwise restricted by applicable state regulations, all payments to employees will be direct deposited to the bank or financial institution the employee designates. Employees who do not provide the necessary information to implement the direct deposit process will be placed on a pay card system. If restricted by applicable state regulations, employees not electing direct deposit or pay card will have their paycheck mailed to their address of record. Pay statements are available for employees to view and/or print via the internet and computers. Kiosks are available locally for the purpose of viewing pay statements. The Company will pursue
technical applications whereby employees may use their personal electronic devices such as cell phones to view and submit certain Payroll related requests.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

December 16, 2019

(151) Payroll Matters

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the current negotiations, the Union expressed concern regarding a number of payroll related matters. In resolution of these payroll matters, the Company agreed to implement the following:

-- Local Unions may request and receive monthly union dues deduction information from both regular pay and Supplemental Unemployment Benefits (SUB) electronically from a third party computer services provider as determined by the Company. The Local Unions will be responsible for any costs related to computer software and/or hardware necessary to process the monthly data.

-- The Company agrees to continue to provide the International Union an electronic file of all Voluntary Community Action Program (V-CAP) deductions on a monthly basis. This detail supports the electronic transfer of funds to the International Union for all V-CAP deductions.

-- In addition, the Company and Union agree that V-CAP deduction detail will be provided by the Company to the Financial Secretary of each Local Union. Local Unions will receive their detail listings in the same format as determined for union dues solicitation.

-- It is also understood that V-CAP are taken in pay period separate from the pay period in which union dues are deducted, considering an employee is actively at work.
Dear Sirs:

During these negotiations the parties discussed the Union’s concerns regarding wage inequities for salaried employees.

The Corporation stated that its Job Evaluation Plan assures that each job submitted for evaluation is assigned to the proper classification/grade commensurate with the work performed by the incumbent employees working in the classification. The Salary Administration Department compares the job being evaluated with benchmark jobs that are in higher, lower and best fit grades and assigns the classification/grade to the job that is appropriate for both the duties performed and the relative amount of time spent by incumbent employees performing the major duties of the job.

The Corporation assured the Union that job evaluations are a major ongoing function of the Salary Administration Department. New jobs, jobs substantively changed, and jobs for which the classification/grade are questioned are regularly submitted for evaluation. Further, jobs are evaluated whenever the correctness of a classification is the subject of a grievance.

Very truly yours,

CHRYSLER CORPORATION
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Leonard J. Paula
October 18, 1993

O&C&E

(153) Medical Treatment During Working Hours

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

In the event an employee sustains a work-related injury or occupational disability in the course of employment with the Corporation which requires the employee to leave work with the permission of supervision to receive medical treatment during working hours, on that day, such employee will be compensated for the working time lost on their regular scheduled shift.

In addition, if the medical treatment continues beyond the regularly scheduled work hours on that day, the employee will be paid for up to four (4) hours or until the time the treatment is completed, whichever occurs first. Payment will be made at the employee’s regular salary provided the employee presents evidence satisfactory to management of the time spent receiving medical treatment.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Stan Marshall

October 14, 1996

(154) New Technology

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During 1996 Negotiations the parties discussed New Technology and its impact on Bargaining Unit work. During discussions regarding creation of the New Committee to deal with New Technology, the parties agreed that there was a need for a
specific subcommittee to address the unique technology issues facing the Salaried Bargaining Units.

This subcommittee, composed of a designated Union Relations Representative and designated International Union, UAW Representative would meet periodically. Upon request of either party, Management Representatives from the appropriate functions such as Advanced Manufacturing, Vehicle Engineering, Management Information Systems, Finance and Product Design will be invited to participate as required. These meetings will enable the parties to become more knowledgeable of new and/or emerging technologies which may have future applications.

If the parties determine it would be appropriate, Local Union Officials may be invited to participate.

Very truly yours,
CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jack Laskowski

December 16, 2019

(155) Personal Information Security & Employee Privacy

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these National Negotiations the Union raised the subject of personal privacy. The Company reassured that it places as much importance on the confidentiality of personal data concerning employees as does the Union. In this regard, the Company will continue to protect and respect the confidential nature of all personal information. Both the Company and the Union agreed that the collection and dissemination of all such data must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order.

Specifically, during these National Negotiations the Company reaffirmed its commitment to protect the personal privacy of
employees by restricting the availability of their social security numbers to authorized persons only. Accordingly, the Company successfully implemented and has used a CID program that provides all employees with personal ID numbers to be used in lieu of social security numbers. The Company will continue to maintain the CID system.

The Company also informed the Union of its written policy 3-10 entitled “Social Security Number Privacy”. The Company will provide the International Union with any changes to policy 3-10 should the Company amend the policy during the term of the Agreement.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Mrs. Cynthia Estrada

October 22, 2015

(156) Working on a Holiday / Vacation Conversion Option

International Union, UAW
Attention: Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that their eligible holiday hours be credited to their accrued vacation eligibility, in lieu of receiving holiday pay.

To provide sufficient time for administration, the employees must submit their requests in writing no later than the Friday of the week in which the holiday occurs.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
October 22, 2015

(160) UAW - Chrysler Scholarship Program
for Dependent Children

International Union, UAW

Attention: Mr. Norwood H. Jewel

Dear Sirs:

FCA US LLC and the UAW recognize the importance of continuing education for college - aged dependent children of UAW - represented workers. In this regard, the Union and the Company agreed to offer the UAW - Chrysler National Training Center (NTC) Scholarship Program for Dependent Children of active UAW-represented FCA US LLC employees.

The Tuition Assistance Program joint coordinators will continue to direct the delivery of a program based on the following:

-- Applicant Eligibility: Dependent children of active UAW-represented FCA US LLC employees who are pursuing a post-secondary education degree at a two year or four year institution accredited by a governmental or nationally recognized agency are eligible to apply for tuition assistance. For purposes of this program, the dependent must be the child of the employee, or of an employee’s spouse, by birth, legal adoption or legal guardianship.

-- Scholarship Amount: The program will reimburse applicant for tuition and/or compulsory fees following:

• Proof of satisfactory completion of semester coursework,
• Proof of dependency, and
• Proof of payment.

The amount and the number of scholarships made available annually will be determined and communicated by the Joint Activities Board. The scholarship is limited to an annual benefit award of up to $1,500 per eligible dependent.

-- Scholarship program details are located on the UAW-Chrysler National Training Center Website

-- Funding: Funding for this program, including administrative costs, will be provided through the UAW-Chrysler National Training Center as determined by the Joint Activities Board.
-- Administration: The Plan will be jointly administered by the UAW-Chrysler National Training Center (NTC).

The National Training Center has the authority and discretion to interpret the terms of the Scholarship Program, including but not limited to, the authority and discretion to approve schools and courses, and to issue guidelines.

Payments under the UAW-Chrysler Scholarship Program for Dependent Children will be subject to applicable federal, state, and local income tax provisions.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(163) Metal Working Fluids

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties discussed at length the exposure levels of metal working fluids within the Company’s facilities. The parties recognize that the Company has made great strides in the past few years in improving our plants’ environments. Our new facilities have been engineered with significant attention to employee health and safety, resulting in metal working fluid levels well below 1.0 mg/M3. Moreover, as new equipment has been placed in existing facilities, similar results have been achieved. Likewise, in existing facilities, a variety of means and efforts associated with current systems have resulted in impressive improvements over pre-existing conditions. These efforts and new tooling (installed and projected) at existing facilities have dramatically reduced overall Company mist levels. In fact, in those locations with new installations, we believe the overall environmental average for the area or plant is at or below 0.5 mg/M3.
The Company advised the Union of our intent to continue similar efforts throughout the life of the current Agreement. To that end, we will endeavor to engineer and design new equipment to attain a level of 0.5 mg/M^3 time weighted average (TWA) for initial production start-up. Furthermore, efforts will be made to attain this level after start-up. Moreover, the Company agreed that, for its existing equipment, it will strive to control mist levels at a Company exposure guideline of 1.0 mg/M^3 or less.

Medical surveillance (consisting of a standardized respiratory symptoms questionnaire) for respiratory effects of metal working fluids will be offered to employees who regularly work in operations with metal working fluids. The questionnaire will be made available to workers on an annual basis and/or when they visit the medical department. The status of the medical surveillance participation will be documented at a Weekly Incident Review Board Meeting (WIRBM).

During the life of this Agreement, powertrain plants performing machining operations will conduct mist mapping on a biennial basis. Each map will be dated and color coded to show ranges of representative mist levels based on NJC guidance, for each bay in each department where machining operations are performed and areas where mist may be reasonably expected to migrate. In addition, the LJHSC and Corporate Industrial Hygiene will conduct an annual review of plant mist maps, with more frequent mapping completed in areas of employee concern and/or where changes to the operation/process may impact plant mist levels. The Company agrees to provide the LJHSC and the UAW Health and Safety Trainer at affected plants, specialized training in mist mapping, including the use of existing Industrial Hygiene direct read air sampling equipment. The Plant LJHSC may accompany the Company Industrial Hygienist during the mist mapping. The NJC will be provided with the most recent mist map for each plant within 90 days of its completion. The NJC shall review such information and determine if any additional mapping is required.

Records of laboratory testing and coolant additions will be maintained and, upon request, made available to the LJHSC. The Company will continue to implement its fluid testing and maintenance as defined in its IH 4 Bulletin. Any modifications to IH 4 will be reviewed, in advance of issuance, to the Union at a NJC meeting. In order to assure the quality of these records, they will be included in the S-58 audit. Furthermore, at machining plants, metalworking fluid maintenance will be added to the agenda of one WIRBM, per month. At that meeting, any available data regarding mapping and air sampling results may be discussed. The parties also may review their performance on the ventilation system preventive maintenance program. Finally, the metalworking fluid maintenance audit module will continue to be part of the NTC audit.
A subset of the NTC Audit Team consisting of one (1) Management and one (1) Union auditor will be trained to conduct a performance review of ventilation equipment. During the life of this Agreement, this team will perform two (2) unannounced spot checks of the KTP ventilation systems to confirm compliance with preventive maintenance requirements. The team will be trained, utilizing supplier(s) of air handling equipment for the Company, in the process and procedure required to conduct such an assessment.

Periodic joint industrial hygiene visits will continue to be conducted by the Company and UAW Industrial Hygiene staffs at all powertrain plants performing machining operations with metal working fluids. Reports of these visits, along with their findings, shall be reported annually to the NJC.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 14, 1996

(168) Payment of Shift Premium During In-Plant Training

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations lengthy discussions were held regarding in-plant training of Clerical-Engineering-Technical employees. Both parties continue to support training initiatives and maximum participation by Clerical-Engineering-Technical employees in efforts which will enhance skill levels and fully utilize the talents and abilities of these employees to meet the competitive challenges that lie ahead.

The Union expressed concern that maximum participation is being hindered because of a pay practice which results in the loss of shift premium to Clerical-Engineering-Technical employees who receive and attend training on a shift other than the shift on which they would otherwise normally work. The Union further maintains
such loss of shift premium has adversely impacted morale and plant efficiency, resulted in certain employees not attending such training and therefore, missed the opportunity to upgrade their skills.

In an effort to seek maximum participation in available in-plant training, the parties have agreed that notwithstanding the provisions of Section (68) of the Engineering Office & Clerical Agreement, a salaried employee who is required to attend in-plant training necessary to upgrade his/her skills in his/her classification on a shift other than he/she would otherwise normally work, will be paid the shift premium normally paid for his/her regularly assigned shift during the period he/she is attending such training.

Very truly yours,

CHRYSLER CORPORATION
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Jack Laskowski

December 16, 2019

(169) Up-Front Lump Sum Payment

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the present Negotiations, the Company agreed to provide an Up-Front Lump Sum payment of $9,000 to each member of the Salaried Bargaining Unit who is on the active roll on the effective date of the Agreement in recognition for services that will be performed over the contract period and as part of the wage increase. The payment is conditioned solely on the membership’s ratification of the Agreement and is paid to such eligible members whether or not the eligible member votes for ratification. Such payment shall be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

Eligible employees who are represented by the Union are defined as those whose status with the Company on the effective date of this Agreement is one of the following:
• Active with seniority
• On temporary layoff status;
• On Pre-Retirement Leave;
• On leave pursuant to Family Medical Leave Act;
• On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty
• On leave of absence beginning not earlier than ninety (90) days prior to the date of the Agreement
• Retirements that occur between the effective date of the Agreement and the payment date

Additionally, the Company agreed to provide an Up-Front Lump Sum payment of $3,500 to active Temporary Employees who have accumulated at least one-hundred and twenty (120) calendar days worked prior to the effective date of the Agreement.

In addition, should the National FCA Department raise any questions of equity in application regarding specific such members, the Company agrees to meet on such cases to review the facts.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

October 12, 2011

(170) Local Technical Training Committee

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations, there was extensive discussion regarding the roles and responsibilities of the Local Technical Training Committees (LTTC) and the need for salaried representation to address salaried specific training requirements. The parties agreed to continue the presently established LTTC’s and to create such committees at Chelsea Proving Grounds, and Chrysler Technology Center. These committees will be responsible to plan and coordinate local technical training for salaried represented
employees, by jointly reviewing current and approved planned equipment timing, identifying training needs, developing training plans, and coordinating training activities between the plant and the UAW-Chrysler Technology Training Center.

The parties also discussed the fact that the Local World Class Partnership Councils (LWCPC’s) have been established at each facility in accordance with Letters 124 and 30 of the respective National Agreements to locally administer all joint programs and that the intent of these letters was to have the Local World Class Partnership Council determine the resources required to ensure the appropriate administration and coordination of joint programs. The parties recognize the fact that steps have been taken to place appropriate salaried representation on the LWCPC’s, in order to provide the expertise and perspective necessary to meet the needs of represented salaried employees, including salaried skilled trades employees.

The committees will be comprised of no more than three (3) Union and three (3) Management members. Committee members, preferably with training responsibilities or expertise, will be selected by the Co-Chairpersons of the Local World Class Partnership Council (LWCPC).

Additional internal resource personnel may attend LTTC Committee meetings, as appropriate. It is understood that non-UAW and non-Chrysler Group LLC persons will not serve in a decision-making capacity on these committees, but may provide professional assistance to the committee, as needed.

The LTTC will be a subcommittee of the LWCPC and will meet monthly or as required by the LWCPC Co-Chairs.

The UAW-Chrysler National Training Center will develop Local Technical Training Committee guidelines and procedures, recommend training for members of the LTTC, and monitor the progress of these committees on a regular basis.

Very truly yours,

CHRYSLER GROUP LLC
By A. A. Jacobelli

Accepted and Approved

INTERNATIONAL UNION, UAW
By General Holiefield
October 12, 2011

(172) Employee New Vehicle Purchase Program
Ordered Vehicles/U.S. Build

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations, the Union expressed concern regarding the subject of ensuring vehicles ordered through the Employee New Vehicle Purchase Program for employees are built at the appropriate U.S. plant. The Union cited concerns regarding UAW - Chrysler employees inability to order U.S. made product lines that are simultaneously produced in Mexico. The Company is sensitive to the desires expressed by the Union in this regard, and agrees to the following provision in an effort to accommodate our employees wishes.

The Company agrees to maintain a system with our scheduling and distribution network that will enable new vehicle orders purchased through the Employee New Vehicle Purchase Program to be programmed to the appropriate U.S. plant in the event there is duplicate production and the unit is buildable. The Program will be limited to those product lines produced at Warren Truck that are also produced in Mexico. It is understood and agreed that during the course of this Program, periodically the Company may be required to move orders due to extenuating circumstances such as, but not limited to, component shortages and production scheduling needs.

In extending this provision of the Employee New Vehicle Purchase Program, it is understood and agreed that the Company may at any time modify, change or discontinue this Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
October 29, 2007

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the current negotiations, the Union requested that all Chrysler facilities, where employees are represented by the UAW, fly the UAW/POW/MIA flags. As discussed, flying of flags at Chrysler locations is a matter of Company policy administered by the Company Security Office.

In view of the historical ties between the UAW and Chrysler along with the special sensitivity associated with the Vietnam era MIA and POW issues, exceptions requested by a Local Union to the normal policy on flags shall be channeled to the Corporate Security Office. These exceptions may include: individual special requests, special days recognized by the U.S. government to honor or remember POWs or MIA’s or other appropriate holidays, such as Memorial Day and Veterans Day.

It is agreed that all Chrysler facilities, where employees are represented by the UAW, will make the necessary arrangements to fly the UAW/POW/MIA flag. UAW flags will be provided to the Plant/Distribution Center Manager at each Chrysler facility by the Local Union President or Unit Chair Person.

It is understood that this matter is one governed by the Corporate Security Office, and if revisions to the policy are made, the Union will be notified.

Very truly yours,
CHRYSLER LLC
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
December 16, 2019

(182) Apprentices — Fulfillment of Training Requirements

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Union raised concerns regarding instances where Apprentices are unable to fulfill the required training due to specific work not being performed at their current plant location.

During these discussions, the Company indicated its intention to ensure Apprentices receive the required training to perform work in a safe manner and complete the schedule of work processes.

The parties agreed that in the event an Apprentice is unable to receive the required training at their current location, the plant will notify the FCA US LLC-UAW National Apprentice Committee. The FCA US LLC-UAW National Apprentice Committee will review the matter and determine the proper course of action. The FCA US LLC-UAW National Apprentice Committee may make arrangements to temporarily loan the Apprentice to another location, for a specified period of time, to receive such training provided the efficiency of the operation is maintained and there is no incremental cost associated with the action.

Very truly yours,

FCA US LLC
By: Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
October 29, 2007

(183) Section (45)

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations, the Parties discussed at length the intent and application of Section 45 of the National Engineering Agreement - Medical Cases. Management confirmed the provisions of Section 45 will continue to be applied in a reasonable manner when an employee attempts to reinstate after a disability leave of absence. In the event an employee is not reinstated, at the request of the Union, the Company will provide the reason therefore. Such information will be in compliance with the applicable laws of confidentiality.

Management and the Union agree that in such situations where employees are receiving Sickness and Accident benefits, the provisions of Exhibit (B-14) of the National Agreement - Partial Recovery from Disability, shall apply to determine the continuation of such benefits. Additionally, within ninety (90) days following ratification, all locations with salary represented employees will receive communication regarding the consistent application of Exhibit (B-14) to continue Sickness and Accident benefits when appropriate.

Very truly yours,

CHRYSLER LLC
By: J. Franciosi

Accepted and Approved

INTERNATIONAL UNION, UAW
By: General Holiefield
October 22, 2015

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these discussions the parties agreed that the need for unit flexibility to address fluctuating workloads is essential. To that end, the parties agreed to continue to support the full implementation of World Class Manufacturing (WCM), New Hire Entry Level Wages and Benefits, and significant efficiency improvements.

We understand that the flexible utilization of our salary workforce is required to support the implementation of WCM, and to implement other significant efficiency improvements. Accordingly, the parties agree to implement this flexibility with the following understanding:

- Inefficient work rules and work practices that may exist within the salary bargaining units.

- The flexible use of the salary bargaining unit workforce can perform within classifications and departments, across classifications and departments, within units, across units, and within locals.

- The parties agree to discuss any opportunities to assign work across locals provided there is mutual agreement between the parties and a positive business case for keeping the work in-house.

- The SBU will perform non-traditional and incidental work without laying claim to, or disputing the work.

The parties agree that none of the aforementioned flexibility utilization is intended to erode the bargaining unit. Furthermore, where local language exists that is contrary to the agreements outlined above, the local language is preempted in favor of the spirit and intent of this letter.

Any disputes between the local parties concerning the agreements above, or the application of this language, shall be referred to the Assistant Director to the Vice-President of the
December 16, 2019

O&C&E
(185) Notice of Open Job Opportunities within the Unit

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed concern regarding the communication of open salaried bargaining unit opportunities within each of the Units. Specifically the Union expressed an interest in notifying constituents of potential skill development and job growth opportunities within each unit as openings requiring backfill become available. The Company agreed that providing professional development opportunities to bargaining unit employees can in many cases improve performance and supports the overall competitiveness of the Company. The company expressed its commitment to communicate open salary bargaining unit opportunities by providing access and instruction to the Internal Career Portal to the President/Unit Chairperson in order to give constituents an opportunity to apply.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
October 22, 2015

O&C&E

(186) Salaried Bargaining Unit Placement Election to Hourly

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 negotiations, the Union expressed an interest in providing work opportunities to indefinitely laid-off Salaried Bargaining Unit employees with previous seniority pursuant to the provisions of the Production Maintenance and Parts (PM&P) Agreement. In response, the parties agreed that an indefinitely laid-off Salaried Bargaining Unit employee may elect to displace an hourly employee provided that the displacing salaried employee has greater seniority, can perform the job, and the displacement occurs at the location where the laid off salaried bargaining unit employee has prior hourly bargaining unit seniority. The indefinitely laid-off salaried bargaining unit employee will return to the hourly workforce consistent with the provisions of PM&P Agreement Section (52) Seniority of Employees Promoted to Salary at the current hourly rate of pay. The Company agrees to this one time election with no contractual right to revert back to the salary bargaining unit. The laid off employee can at their option continue to apply for open salaried bargaining unit positions utilizing the current process. Should the laid-off salaried bargaining unit employee wish to return to the hourly bargaining unit, they must submit an application to the Local Human Resources Office within seven (7) calendar days of their layoff date.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
October 12, 2011

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the parties discussed the Union’s concerns related to assigning additional die designers to die design work within Advanced Stamping Manufacturing Engineering (ASME). The ASME organization is committed to growing the Company’s competitive position in the face of increasing globalization, technological development and environmental changes impacting the die design business. The Company and Union agree that under present business conditions, retaining die design as a critical core competency within the Company is important. As a result, allocating additional designer resources to die design must protect the company’s competitive interests, including total job hours, cost, flexibility and efficiency.

Provided the competitive conditions are met, and provided there is an ongoing business need to retain die design as a core competency, ASME management will assess the present designer workforce and allocate the appropriate level of bargaining unit designers to die design.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
October 22, 2015

O&C&E
(188) Product Design Concept Vehicles

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the Union expressed concern with the Company’s use of third party providers as it relates to concept and show car work including all component and detail work related to them. While there was no historical or traditional claim to concept and show car work, the Union requested that the salaried bargaining unit workforce be considered for future opportunities to engage in this type of work. To address the Union’s concern, the Product Design Office (PDO) and the Prototype Build Engineering (PBE) organization will engage the Union in discussions regarding the performance concept and show car work provided cost, efficiency, quality, and flexibility can be achieved. It is understood by the parties that the scope of work involved is on non-approved program vehicles.

Furthermore the union expressed interest in overtime opportunities in PDO and PBE. The Company seeks to continue the assignment of overtime work opportunities to the bargaining unit provided competitiveness, operational efficiency, quality, and vehicle development priorities are maintained.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Norwood H. Jewell
October 12, 2011

O&C&E
(190) Tooling Analysis Group (TAG)

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the Union expressed concerns regarding the establishment of the Tooling Analysis Group (TAG) and the nature of the work being performed by this group. The Union asserts that elements of work being performed by the TAG group is work that was historically performed by the bargaining unit, particularly as it relates to gauge work. The parties engaged in discussion about the value of the work being performed by the TAG group and the Company proposed identifying additional value added work that could be assigned to the bargaining unit.

The Company commits that within 30 days of ratification of the 2011 O & C & E Agreement, the parties will meet to determine the viability of assigning additional valued added work to the bargaining unit. Additionally, a full review of the TAG organization and roles will be made to determine appropriate involvement of salary bargaining unit employees.

Very truly yours,
CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield
Dear Sirs:

During the course of the 2011 National Negotiations, the parties had extensive discussion on the role of salaried bargaining unit employees in the metrology centers. As a result of these discussions and in recognition that metrology centers could benefit from classification 311 salaried bargaining unit expertise, the Company has agreed to add classification 311 salaried bargaining unit employees to metrology centers. The Company is willing to consider the use of temporary salaried bargaining unit employees to supplement potential staffing resources for the metrology centers provided that a competitive business case can be met.

Both parties recognize that the implementation of flexible and efficient work practices is paramount to the success of the metrology centers and the overall competitiveness of the Company.

Very truly yours,

CHRYSLER GROUP LLC
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By General Holiefield

October 12, 2011

Dear Sirs:

During the course of these negotiations the Parties spent considerable time discussing the importance of “respect” in the workplace in response to recent and significant changes in our facility demographics of NBU and BU employees. In an effort to
ensure company policies are understood concerning workplace behavior, the Parties agree to conduct a needs assessment once every three (3) years except as otherwise agreed to by the Parties, to determine the need to provide Diversity Awareness, Sexual Harassment Prevention or Workplace Prevention training modules collectively or individually in our facilities.

Individual facility request from the LWCPC Co-Chairs to provide any of the above mentioned training modules will be handled in a manner consistent with existing UAW-Chrysler National Training Center processes.

Very truly yours,
CHRYSLER GROUP LLC
By: A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: General Holiefield

October 22, 2015

(195) EAP Representative Internal Certification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties agree to develop an internal UAW-Chrysler NTC EAP Certification Program to support the training, education and professionalism of the EAP Representatives. If necessary, a third party consultant, which will be jointly agreed to, may be obtained to provide assistance with the development and/or delivery of the internal EAP Certification Program. The program development and implementation of this internal Certification Program will be funded with NTC funds approved by the Joint Activities Board.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Norwood H. Jewell
October 22, 2015

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties extensively discussed the need for the salaried bargaining unit to become more competitive and flexible in the current business environment. As a solution, the Union proposed a progressive classification consolidation and wage structure changes within the Office and Clerical workforce. In an effort to support a more flexible and efficient workforce, the Union submitted a proposal that appears to achieve these results. The agreed upon Office and Clerical classification consolidation is currently being initiated at the Sterling Heights Assembly Plant within the Material Logistics Management group. The Company will continue to monitor the economic viability of the program. Provided the consolidation achieves the anticipated benefits of this initiative, the Company will continue with the consolidation efforts at other locations.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties discussed the following procedures to address the placement of indefinitely laid off employees.

416
In Labor Market Area Placement

For In Labor Market Area Placement, job opportunities will be filled in seniority order from a combined list of laid off employees in the same Labor Market Area. For placement purposes, employees on the Labor Market Area List will be offered, in seniority order, the opportunity to volunteer for openings based on a non-revocable election made at the time of indefinite layoff. Volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined Labor Market Area List must transfer to the new location or be separated from the Company as a resignation.

Office and Clerical employees permanently transferred to another location may remain at the secondary location until laid off from that location unless they have a “Return Unit” application on file under the terms and conditions of the Memorandum of Understanding - Return to Home Unit.

A Labor Market Area is comprised of all plants within a fifty (50) mile radius of a given plant or larger as may be agreed upon by the National Job Security, Operational Effectiveness and Sourcing Committee (National JSOES).

Out of Labor Market Area Placement

Employees will be offered the opportunity to volunteer for Out of Labor Market Area openings based on an election made while on indefinite layoff. Volunteers will be offered placement in seniority order. Out of Labor Market Area elections may be submitted or revoked by the employee at any time while on indefinite layoff provided, however, once the employee is identified for placement to the new location, the election may not be revoked. Volunteers shall report to work at the Out of Labor Market Area facility within fifty (50) days from the date of the placement notification letter.

Employees on indefinite layoff shall be placed into available jobs. If the number of volunteers identified is insufficient to fill available Out of Labor Market Area opportunities, job offers will be extended in accordance with the following:

Absent any volunteers, employees will be offered Out of Labor Market Area jobs in ascending order.

If an employee on indefinite layoff is extended a job offer to an Out of Labor Market Area facility, the employee must, within fourteen (14) days, elect one of the following options:
1) accept the job offer

2) decline the job offer, and be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities),

If an employee who accepts the job offer, the employee shall report to work at the Out of Labor Market Area facility no later than fifty (50) days following the fourteen (14) day job offer election period.

If an employee fails to respond to notification of a job offer to an Out of Labor Market Area facility or fails to elect one of the two options above, the employee shall be terminated and the employee’s recall rights shall cease.

To the extent practicable, employees on indefinite layoff shall be provided early indications of potential job openings, so as to provide reasonable time for their consideration of such potential job opportunities.

Employees placed to Out of Labor Market Areas, pursuant to these provisions, are eligible for relocation in accordance with Exhibit E - Relocation Allowance or other arrangements made by the National Parties.

Any issues relative to the implementation of these provisions will be raised with the National Job Security, Operational Effectiveness, and Sourcing Committee.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

a) Performance Bonus payments will be made to each eligible seniority employee in accordance with the following table:

<table>
<thead>
<tr>
<th>Eligibility Date</th>
<th>Eligibility Year</th>
<th>Amount</th>
<th>Payable During the Week Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 9, 2019</td>
<td>September 10, 2018 through September 8, 2019</td>
<td>3% of Qualified Earnings</td>
<td>December 29, 2019</td>
</tr>
<tr>
<td>September 7, 2020</td>
<td>September 9, 2019 through September 6, 2020</td>
<td>3% of Qualified Earnings</td>
<td>September 18, 2020</td>
</tr>
<tr>
<td>September 6, 2021</td>
<td>September 7, 2020 through September 5, 2021</td>
<td>3% of Qualified Earnings</td>
<td>September 19, 2021</td>
</tr>
<tr>
<td>September 5, 2022</td>
<td>September 6, 2021 through September 4, 2022</td>
<td>3% of Qualified Earnings</td>
<td>September 16, 2022</td>
</tr>
</tbody>
</table>

An employee shall become eligible for the Performance Bonus payments provided herein, if the employee has seniority as of each designated eligibility date set forth above.

An employee’s Performance Bonus will be based on the qualified earnings during the fifty-two (52) consecutive pay periods immediately preceding the pay period in which the designated eligibility date falls.
Qualified earnings, as used herein, are defined as income received by an eligible employee from the Company during the Performance Bonus eligibility year resulting from the following:

Base Wages*
Shift Premium*
Vacation Pay
Holiday Pay
Bereavement Pay
Jury Duty Pay
Call-In Pay
Short-Term Military Duty Pay

* Including Overtime, Saturday, Sunday and Holiday Premium Payments

b) Eligible employees are defined as follows:

i) Salaried Bargaining Unit employees hired prior to April 15, 2010 whose weekly rates are at or above the maximum weekly rates of their respective grades prior to the year in which the Performance Bonus is paid.

ii) Salaried Bargaining Unit employees hired on or after April 15, 2010 whose weekly rates are at or above the maximum weekly rates of their respective grades prior to the year in which the Performance Bonus is paid.

c) Employees Not Eligible:

i) Salaried Bargaining Unit employees who have received either a Phase-up or a Promotional increase during the eligibility year in which the Performance Bonus is paid.

ii) Salaried Bargaining Unit employees below the maximum weekly rate of their respective grades during the eligibility year for which the Performance Bonus is paid.

An employee who retires during the Performance Bonus Eligibility Year beginning September 10, 2018 or September 9, 2019 or September 7, 2020 or September 6, 2021 and who, but for such
retirement, would have had seniority as of the designated respective eligibility date, shall qualify for the Performance Bonus as defined based on the employee’s qualified earnings during the eligibility year as defined above.

In the case of an employee who dies during the Performance Bonus Eligibility Year beginning September 10, 2018 or September 9, 2019 or September 7, 2020 or September 6, 2021, a Performance Bonus shall become payable as if the employee were a seniority employee on the designated eligibility date, calculated based on the employee’s qualified earnings during the eligibility year as defined above. Such Performance Bonus shall be paid to the employee’s duly appointed representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Company, in its discretion, may determine.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

(199) Quality Achievement Award

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company recognizes the significant contributions its UAW-represented employees have made to the improvements in product quality in support of its manufacturing and logistics initiatives. To further encourage and reward such ongoing commitment to quality, the Company has agreed to establish a Quality Achievement Award.

The Quality Achievement Award will be comprised of two components:

a. Location specific World Class Manufacturing (WCM) Quality and Customer Safety (QCS) Pillar Audit Score and,

b. JD Power IQS (Initial Quality Survey)
a. A Quality Achievement Award payment, based upon the location’s WCM Quality Control Pillar Audit Score, will be made to each eligible employee in accordance with the following table:

<table>
<thead>
<tr>
<th>WCM QCS Pillar Audit Score</th>
<th>Quality Achievement Award Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-5</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

The payment amount will be determined according to the location’s most recent audit score thirty (30) days prior to the payment date.

The Company will finalize the Quality Achievement Award metric definitions for non-manufacturing locations within 90 days of the effective date of the Agreement. The Company will establish respective targets in advance of each plan year.

All targets will be reviewed with UAW leadership prior to their implementation.

b. For employees at locations that achieve the JD Power IQS rankings, an additional upside payment will be applied to their Quality Achievement Award amount according to their most recent JD Power IQS thirty (30) days prior to payment date as illustrated below:

**Upside Potential***

**Assembly**

JD Power IQS 1st Quartile $250

**Stamping and Power Train**

JD Power IQS Company Avg 1st Quartile $250

* The Company will finalize the Quality Achievement Award upside potential metric definitions for non-manufacturing locations within 90 days of the effective date of the Agreement.

c. The Quality Achievement Award payable is calculated by adding the QCS Pillar Audit Score Payment and any Upside Potential Rewards achieved.

The example below assumes a Maximum Quality Achievement Award amount of $1250:
d. Quality Achievement Award payments will be made to each eligible employee in accordance with the following table:

<table>
<thead>
<tr>
<th>Eligibility Date</th>
<th>Eligibility Year</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 26, 2020</td>
<td>October 28, 2019 through October 25, 2020</td>
<td>December 11, 2020</td>
</tr>
<tr>
<td>October 25, 2021</td>
<td>October 26, 2020 through October 24, 2021</td>
<td>December 10, 2021</td>
</tr>
<tr>
<td>October 24, 2022</td>
<td>October 25, 2021 through October 23, 2022</td>
<td>December 9, 2022</td>
</tr>
<tr>
<td>August 14, 2023</td>
<td>October 24, 2022 through August 13, 2023</td>
<td>September 1, 2023</td>
</tr>
</tbody>
</table>

Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority;
- On temporary layoff status;
- On Pre-Retirement Leave;
- On leave pursuant to Family Medical Leave Act;
- On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty;
- On an approved leave of absence which has not exceeded ninety (90) days as of the eligibility date

In addition, should the International Union, UAW-FCA Department raise any question regarding the eligibility of a specific employee, the Company agrees to meet on such cases to review the facts.

Very Truly Yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
October 22, 2015

O&C&E

(200) Future Competitiveness Objective (FCO)

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these recent negotiations the parties discussed proposals related to the competitiveness and sustainability of the Salaried Bargaining Unit Designers. The parties also recognize the need to maintain the skill set, especially in light of recent retirements and the upcoming high retirement potential of the current workforce. The parties have agreed that the Company, as necessary to meet business needs, will emphasize the hiring of staff to address the need to support the continuation of core competencies of the workforce and improve developmental opportunities. Furthermore, the Company reaffirms its commitment to the Salaried Bargaining Unit by providing the opportunity for promotion into higher grade levels in accordance with the National Agreement.

The parties agree that increasingly complex systems related to technological advancements, regulatory requirements, improved safety, and quality, will require constant attention to the education of our employees to maintain and improve technical expertise in the increasingly complex and competitive global environment.

The Company will provide a path for designers to pursue a promotion to Design Specialist. In recognition of this commitment, within ninety (90) days from ratification of the 2015 Contract, the parties will establish the educational and job-related qualifications required for promotional consideration. Problems with the establishment of the educational criteria associated with this initiative may be referred to the International Union, UAW and the Company’s Union Relations staff for resolution.

Very truly yours,

FCA US LLC

By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Norwood H. Jewell
December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Office & Clerical employees located in out-of-state PDC’s are, at times, impacted by New Technology. In an effort to ensure that these employees are appropriately trained, the Unit Chairman/Local President may contact the Human Resources Manager for Mopar to discuss training needs for bargaining unit employees.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 negotiations, the Company and Union discussed the need for training within the consolidated engineering classifications to be in line with WCM principles and to train Engineers based upon need. The Company and Union agreed that cross-training within an engineering specialty allows for and enables the flexibility the Company requires to maintain the efficiencies of the operation and for the Union to continue to improve their competitiveness. However, the Company and Union agreed that there are many instances in which it is not efficient for the business or the individual employees to be fully trained in all aspects of an engineering specialty area.
In the event that an Engineer moves to a new role within a specialty, or from one specialty to another, the local parties will assess that employee’s training deficiencies and address them through on the job training, and supplement with additional training, as deemed necessary by the Company.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

October 22, 2015

O&C&E
(203) Plant Level Launch Teams

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

In the 2015 negotiations the Company and the Union discussed the subject of SBU engineers assigned to project and product launch teams at the plant level. It is important to consider their involvement to support the success of a launch. When needed to support manufacturing requirements, the Company will assign the appropriate 311 engineer(s) to the launch team for the start of the vehicle builds commonly referred to as VP (Verification of Process build). If the project dictates a need for more engineering support, local management will seek to provide the appropriate plant support to ensure the goals of the project are met.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
October 22, 2015

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Union expressed concern with respect to bargaining unit employees who may not be considered for a promotion to or within the salaried bargaining unit as they do not possess a college degree.

The parties recognize that circumstances may arise where an employee wishes to be considered for an open position may possess specialized training that makes him uniquely qualified. Depending on the position in question, the employee may be a viable candidate for the open position. Accordingly, the Company agrees to consider an employee without a degree who meets all other qualifications, provided he has significant service with the Company and has satisfactorily performed work in the same or similar classification.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these recent negotiations the parties discussed the periodic need to assign Contractors within a FCA US LLC facility. Accordingly, it is agreed that the utilization of onsite contractors will
be for the occasional requirement of specialized design knowledge.

After ratification of the 2015 Agreement, the Company will provide advanced notice of onsite contractor utilization to the Unit Chairman, including specialized knowledge, technical rationale, nature of the work to be performed, vehicle program, location of the Contractor, and projected duration of the assignment.

It is not the Company’s intent to reduce workload available to the Salaried Bargaining Unit designers, and furthermore it is agreed that the onsite contractor will be an incremental resource not intended to affect Salaried Bargaining Unit headcount.

Should the Unit Chairman have concerns with the duration and/or reasoning of the utilization of the onsite contractor, the Union may file a grievance at the 2nd step of the grievance procedure.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

O&C&E
(206) AMEPT Operations

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 negotiations, the Company and Union discussed Powertrain Operations and the role of the Salaried Bargaining Unit Engineers. The Union expressed concern relative to the 3D tools which are currently being used and supported by a third party. The 3D tools will replace Autocad which is currently being utilized by the Salaried Bargaining Unit Engineers for layouts. Within thirty (30) days of the ratification of the 2015 National Agreement, Powertrain Management will hold a review at CTC with the Local 412 Unit 25 Chairperson to discuss the 3D tools and the current work being performed by the Strategic Planning Group.
This is in no way intended to indicate that the tool will be utilized exclusively by any particular employee group.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

O&C&E
(207) Hiring of Per Diem Nurses

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Union expressed its concern that per diem Nurses currently working for the Company were not considered as potential candidates to fill open positions. As the Company pursues the most qualified candidates who have posted for open positions, the Company agrees to give consideration to current per diem Nurses who are qualified and who have expressed interest in being considered for an open full time position.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
October 22, 2015

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties agree that Nurses assigned the task of training other nurses will receive the E-leader pay rate for the hours spent serving as a Nurse Preceptor.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(209) Skilled Trades - Broken or Damaged Tools

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During 2015 negotiations, the Company reaffirmed its commitment for the replacement of personal tools of SBU Skilled Trades employees broken or damaged on the job.

The Company informed the Union that the practice will continue during the term of the 2015 Agreement whereby the Company will repair or replace tools broken on the job by SBU Skilled Trades employees provided there is no evidence of employee negligence, abuse or improper usage, with the following limitations:

1) The maximum amount expended for the repair or replacement of any one tool shall not exceed $450.00, and
2) The maximum amount expended at each plant in each year of the 2015 Agreement shall not exceed an amount equal to $10.00 multiplied by the total number of Salaried Skilled Trades employees on the active roll at the plant in the last pay period ending in the month of June preceding the beginning of each year of the Agreement.

The local plant will be required to establish a repair or replacement of broken tool procedure whereby the Maintenance Center Manager (or designee) and SBU Skilled Trades employees may arrange for the repair or replacement of broken tools. Any costs above $450.00 for the repair or replacement of a broken tool will be the responsibility of the SBU skilled trades employee.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

O&C&E
(210) Professional Affiliations and Required Licensing Fees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

During these negotiations, the Union discussed issues related to the Nursing Staff being strongly encouraged to remain current in their professional knowledge by joining or subscribing to state and local medical societies and journals, including the American Association of Occupational Health Nurses. Specifically, the issue raised involved the appropriate membership fees associated with professional groups. To be considered for the above, approval must be secured from Management in advance.

The union was advised that each bargaining unit will be allocated attendance opportunities for appropriate state occupational health conference for the Occupational Health Nurses in the following manner: Bargaining units of 20, or more, full-time occupational nurses will be allocated one attendee annually for every 20 full-time occupational nurses on roll.
Similarly, the Union discussed concerns regarding the requirement that the Nursing Staff remain current with state licensing. The parties agree that all fees required as a condition of employment will be reimbursed.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(211) Warranty and Service Agreements

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 Negotiations, there was discussion regarding the subject of warranty and service agreements at the Chelsea and Arizona Proving Grounds. The Union expressed serious concern relative to warranty arrangements that extend beyond those customarily provided by suppliers and certain service contracts. They further asserted that certain locations fail to provide the Union with proper notice when suppliers are in the plant to perform particular warranty or service agreement work, especially during off-shifts and overtime periods. The Company reaffirmed that good business practice includes the use of warranty arrangements sufficient to assure that equipment purchased by the Company performs according to specifications required by the purchase contract. The Company further explained that to remain globally competitive, it must be able to utilize warranty arrangements and/or service contracts ordinarily provided by suppliers.

In an effort to address the Union’s concerns, it is agreed that any time a supplier visits a facility to perform warranty or service agreement work, as provided in the purchase agreement between the parties, the Union will be notified and an employee on that shift with the appropriate salaried skilled trades classification will be assigned with the supplier. Additionally, in the event other employees from the same supplier are performing different warranty
or service agreement work in other areas of the plant, an employee with the appropriate salaried skilled trades classification will be assigned with the supplier. The purpose of this assignment is for the employee to receive training, become familiar with the new equipment, and to help ensure a smooth transition of responsibilities to our salaried skilled trades upon expiration of the warranty and/or service arrangements.

Where concerns or abuses are cited by either party regarding the aforementioned understanding, such matters will be presented to the Labor Relations Manager in an attempt to reach a mutually satisfactory resolution.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(213) Notice of Suspension

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 negotiations, the parties discussed the use of suspensions when Management is contemplating the possible issuance of discipline to an employee. The Union communicated concerns associated with Management suspending employees for violations that they did not deem serious enough to warrant an immediate suspension.

In recognition of the Union’s concerns, the parties agreed that suspensions pending further investigation should only be considered in cases involving serious standard of conduct violations.
Should an employee be suspended pending further investigation the Company will advise the Union and endeavor to have a final disposition rendered in a timely manner.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

(214) Rideshare Programs

International Union, UAW
Attention: Mr. Norwood H. Jewell

Dear Sir:

The parties discussed our mutual desire to identify and communicate sustainable, alternate transportation options for our employees’ awareness and consideration. Consistent with this desire, the Company has made the Union aware of the third party vanpool service which is currently supported by the Company and its information which is available on the Company’s intranet site. The parties agree that it is in their mutual interest to support such programs, where available, in an effort to reduce commuter stress and expense, alleviate parking congestion, and promote fuel conservation measures.

However, it is understood and agreed that any rideshare program operates independently and is not affiliated with the Company or the Union. Thus, the Company and the Union will not have any responsibility or liability for such program.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
Dear Sirs:

During these recent negotiations the Union expressed concern relative to outside contracting and the utilization of Salaried Bargaining Unit Skilled Trades Journeymen. Although no agreement was reached regarding the definition of “full utilization”, the parties did agree that the appropriate forum in which to address this issue is at the local level, in conjunction with the outside contracting review process. It was indicated that the definition of full utilization will vary from location to location, depending on circumstances of each contract, including the number of salaried skilled trades journeymen personnel involved, the number of hours allocated to the project, and the extent to which outside contractors are contemplated for utilization on weekend work.

While no specific number of hours per week has been established, the following factors should be taken into consideration before assigning work to contractors;

1. Whether a contractor will perform work on overtime during the workweek and/or on a weekend.

2. Whether Salaried Skilled Trades Journeymen employees are on layoff.

3. The necessity for specialized equipment when added to other factors, exceeds the cost of a contractor performing the work and/or contractor work skill sets or competencies that the Company may not possess.

4. The percentage of affected trades to be assigned work along with outside contractors.

5. The requisite number of plant salaried skilled trades employees available and/or willing to work overtime during the workweek and/or on a weekend which may be required to complete the project under review, consistent with cost and timing parameters. The parties agreed the definition of “full utilization” may not necessarily be limited to salaried skilled trades employees working five (5) days per week, eight (8) hours per day but, also, is
not necessarily seven (7) days per week, twelve (12) hours per day but may extend to daily, weekend and other overtime periods, when outside contractors are on the plant premises and are performing work customarily and historically performed by UAW bargaining unit personnel.

6. The expanded availability of salaried skilled trades employees as it relates to an Alternative Work Schedule work pattern.

Although not one of these considerations is necessarily controlling, each may be instrumental in assisting the parties in determining whether the salaried skilled trades journeymen workforce is fully utilized as that concept relates to the decision to use an outside contractor. Consistent with the outside contracting review process, the goal is to utilize plant salaried skilled trades, however, if consistent with current guidelines, work is awarded to outside contractors, the Company will not be required to match. Should the work be of a nature that requires outside contractors and is work traditionally performed by plant salaried skilled trades and is work they could perform, the Company will match like trades not exceeding one for one match.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell

October 22, 2015

O&C&E
(217) Plant Closing

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

This is to advise the Union that when a plant closing decision is contemplated, the Union members of the roundtable will be given at least sixty (60) days written notice when practicable. The notice will include the reason for the plant closing.
October 22, 2015

(219) Sunday Double Time Clarification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

This will confirm our understanding reached during these negotiations regarding Sunday double time pay. An employee is paid double time for all hours worked on a calendar Sunday per Section (70) Double Time of the National Agreement except as otherwise stated below. The parties further clarified their understanding by affirming that a third shift employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for the hours worked on Monday.

Notwithstanding the above, employees working on an Alternative Work Schedule (AWS) will be paid straight time for regularly scheduled hours worked except as otherwise provided for in the 2015 National P, M & P Agreement.

The parties recognize that this letter is not intended to circumvent existing local pay practices. In the event disputes arise regarding local pay practices, such matters may be referred to the National Parties for resolution.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Norwood H. Jewell
December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During previous negotiations, the parties discussed the importance of a standardized Make/Buy Study process that consistently evaluates the internal and external sourcing alternatives as well as the application of objective financial criteria, such as Net Present Value (NPV). The Union expressed concern relative to the exclusion of Net Present Value (NPV) data on the Union Relations Fact Sheet (URFS), as well as, the need for clarification of the Make/Buy financial business case analysis process.

Effective with the date of the Agreement, the Company will provide an updated and expanded Union Relations Fact Sheet (URFS). The National JSOES Committee will review the Make/Buy Study for clarification of the URFS and supporting business rationale. While the Company retains the right to modify, alter, or revise its financial data, the Company will advise the Union of changes in financial methodology as applicable.

Further, the Company agrees to identify and explain the variables associated with developing the URFS and the calculation of NPV data. An overview explaining all variables associated with the URFS will be provided to the Union with future updates as they occur. This will allow for more thorough discussion of the data and will permit the parties to better assess the impact of sourcing on the long-term job stability of employees and the financial viability of respective Company entities. In addition, such efforts are intended to assist the national sourcing staff to support the local parties’ understanding of the process and how they can impact sourcing decisions.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
December 16, 2019

O&C&E

(222) Re-Employment of Retirees

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This letter will confirm the understanding we reached with you during the current negotiations regarding the intent of the parties with respect to the circumstances under which former employees who retire under the FCA US LLC-UAW Pension Agreement or any other applicable pension plan may subsequently be re-employed by the Company for short periods of time.

First, the Company intends to hire such retirees only where such individuals possess a particular knowledge or skill which is in short supply in the labor market and where the particular knowledge and skill is required only for a limited short period of time. Second, the Company does not intend to utilize the arrangement in any situation where regular full-time seniority employees who are qualified to perform the available work are on layoff or where the work can be performed by regular employees through promotion. Third, the Company does not intend to make re-employment generally available to such retired employees of the Company, nor does it intend to offer re-employment to any specific segment or category of such retired employees.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

(223) Employment Referral Guidelines

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 national bargaining, the Union expressed concern over the processing of referrals for hourly employment consideration.

During discussions over this issue, both the Union and the Company acknowledged and expressed a continued commitment to comply with the requirements of the National Labor Relations Act, as amended, and all applicable federal and state laws. The parties also recognized FCA US LLC’s unilateral right to determine its pre-employment selection criteria and guidelines.

Consistent with the above mentioned requirements, the Company assured the Union that it will continue to advise the International UAW and any appropriate UAW Local at such time as online applications are being accepted for employment consideration.

Additionally, the Company agreed to continue the internal referral process and discuss any modifications to the process with the International UAW as may be desired or appropriate. These referral process enhancements may include re-soliciting referrals from both the hourly and salaried bargaining unit employees. This agreement shall supersede any Local Agreements related to a referral process.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

(224) Military New Vehicle Purchase / Lease

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the Union’s concerns regarding opportunities to find new means of positive product exposure for FCA US LLC. The Company is currently promoting a Military Bonus Consumer Cash incentive program that provides eligible consumers with a $500 cash allowance to be applied toward the retail purchase or lease of an eligible vehicle.

Eligible consumers for this program include active military, active military reserve, retired military (honorable discharge and 20 years of service required), and retired military reserve (honorable discharge and 20 years of service required). Honorably discharged veterans are eligible within 12 months of their discharge date, 100% disabled veterans or veterans rated by the U.S. Department of Veterans Affairs as Individually Unemployable, and spouses of deceased military members who meet the eligibility criteria above are also eligible to participate. All rules and incentive eligibility are set forth by the official program rules.

The availability of the foregoing programs to the described participants is predicated on the understanding and agreement that FCA US LLC may, at any time, unilaterally modify, change or discontinue such programs and that the Company shall have no obligation to bargain concerning its decision to do so. Further, institution of such programs shall not constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms or conditions of employment.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company advised the Union that there are no plans to idle any plants during the life of the new Agreement. In the event economic conditions or sales decline arise that severely affect schedules at a location, Management will meet with the Union at the highest levels of each organization to review the situation and explore options and alternatives prior to considering idling as the solution.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This letter shall confirm our understanding that notwithstanding their position on the seniority list, the Health and Safety, Employee Assistance Plan, and Joint Activities Representatives (whose Locals do not have a Health and Safety Representative or Union Benefit Representative), as defined in our recently negotiated Office and Clerical and Engineering Agreements, shall in the event of an indefinite layoff be continued at work at all times when one (1) or...
more departments or fractions thereof are at work from the Unit in which they hold seniority, provided each has the ability to perform the work being done at the time.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

O&C&E
(227) Representation

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties have long recognized the principles of proportional representation including the intent to allow Stewards to take time off the job to represent their constituency.

During recent negotiations, the parties discussed certain abuses regarding time off the job for representation purposes. While the Company indicated it has a responsibility to address such abuses using appropriate corrective actions, it will continue to make the International Union, UAW aware of such problems as they occur. Accordingly, the Union has assured the Company it does not condone abuses and will take immediate action to ensure any non-compliance with respect to this issue does not occur.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
Dear Mrs. Estrada:

During the course of these negotiations the parties discussed and clarified the provisions of Exhibit B, The Life, Disability and Health Care Benefits Program specifically letter (B-7) Disability Evaluation Program (DEP), and the Engineering, Office & Clerical Agreement, Section 45.

This will confirm our understanding that the examination conducted under letter (B-7) Disability Evaluation Program is final and binding on all the parties for disability benefits.

It is further agreed the employee may request an independent exam pursuant to Section 45 (b) after being found “Able” or “Able with Restrictions” on the DEP exam. This exam will be final and binding for seniority purposes.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understandings reached during these negotiations. Section (85) of the Agreement shall be interpreted to provide that employees who work sixteen (16) or more uninterrupted hours on two consecutive shifts, shall receive a shift premium for all such worked hours based on their regularly assigned shift. This covers the following situations:

-- An employee who begins work before the shift the employee otherwise would work and works additional hours after such shift.

-- An employee who works eight (8) hours or more either before or after the shift the employee would have worked.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During current negotiations, the Union has clearly stated its view that the Company needs to relate positively to the UAW as a total institution and not just to its UAW-National FCA Department. The Union also urged the Company to understand the concerns of
the entire UAW community, not just its FCA section.

In this regard, the Company acknowledged the significant contributions the Union and its members have made to FCA’s past successes and the crucial role they play in its future well being. The Company likewise affirmed its intention to match those contributions with a commitment of its own to acknowledge the institutional interests of the UAW.

By way of example, concerning the large numbers of companies with which FCA does business either as a customer or supplier, or both, which are UAW represented, it was agreed that it would not be in either party’s best interest to reach an agreement which discriminates against these companies or their employees.

It was also agreed that the Company will, when requested by the Union, inform companies involved in UAW organizing campaigns of the positive aspects of its relationship with the UAW and the importance to FCA of utilizing suppliers who maintain equally positive relationships with their employees. Of course, the commitments of the Company and Union in these regards will be implemented within the bounds of applicable legal principles.

If, during the course of the present agreement, there are any matters that affect the welfare and interests of the UAW as an institution, be assured that the Company will be fully receptive to having these matters brought to our attention. Your concerns are our concerns and they will receive our full and prompt attention.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
December 16, 2019

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the current negotiations, the parties had extensive discussion related to claims by the Union that the Company was assigning work to individuals outside of the bargaining unit where such work more properly belongs to the bargaining unit. The Union asserted that specific work has been reassigned that has, in the past, been historically and exclusively performed by the Engineering, Office & Clerical bargaining unit, at that location.

The parties acknowledge that certain work is shared between employees who belong to the bargaining unit and those who do not. This fact complicates the issue of determining proper work assignments since there is much overlap between work performed inside and outside of the bargaining unit.

In an effort to address the concerns expressed by the Union, the Company agreed in proper cases, to a joint review of such matters. In cases where a claim that the Company has improperly reassigned work to non-bargaining unit employees the Vice President of the UAW-FCA Department may request a meeting with the Vice President of Employee Relations to provide an opportunity for discussion and disposition.

In instances where the parties are not able to reach a mutual understanding they may call for an Appeal Board Meeting where the Impartial Chair will be invited to attend. At such meeting the representatives of each side will have an opportunity to present their case.

Very truly yours,

FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

(232) Understanding on Recognition Agreements

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During these negotiations the parties discussed the recent history of individuals that had decided to join the UAW and the terms and conditions governing those individuals.

As a result of those discussions the parties agree that in the event a group of employees decide to have the UAW as their collective bargaining representative and those employees are ultimately placed under the National Agreement the following guidelines will apply:

Employees shall be placed into the appropriate classification and grade and converted to the CET BU salary compensation system. Where the base salary of an employee exceeds the maximum rate of the appropriate grade band, the employee’s wage rate will be red circled.

Employees eligible for lease vehicles will retain their lease until the end of the cycle.

To be eligible for Retiree Health Care:

Employees hired before January 1, 2004 shall be eligible for post-retirement health care in accordance with the provisions of the Retiree Choice Program. Further, employees hired on or after January 1, 2004 shall receive a contribution as provided in the FCA US LLC UAW Savings Plan, Exhibit G. Supplemental Agreement Company Health Care Contribution Company Defined Contribution.

If the employee received a contribution for future retiree health care under any of the Company’s retirement programs such employee will be required to pay the Company at the point in time they retire, an amount equal to such contribution (excluding any earnings or interest) received by such individual. This payment may be in the form of cash or funds that the Company offsets from any monies then payable to the retiree from vacation pay, holiday conversion, disability benefits, profit sharing or Christmas Bonus or which may become payable to the retiree under a pension plan (voluntary and limited to 10%). Retiree health care benefits for employees who would be eligible but for this service...
year requirement, and whose immediate employment prior to becoming a UAW represented employee was as an employee of the Company, will be based on total years of service with the Company and the applicable plan for retiree health care for non-represented employees.

Administrative details will be developed by the parties.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

(233) Supplier Relations and Collaboration

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Over the years, and during the course of several rounds of negotiations, the parties have entered into several specific but often unrelated agreements involving the important area of Supplier Relations. These agreements include letters (25) Encouraging Suppliers to Hire Laid off Employees, (71) Access to Procurement and Supply, (230) Relationship with UAW, and (240) Supplier Corporate Citizenship. In the 2009 Addendum to the 2007 PM&P Agreement the parties entered into letter agreements relating to Distressed Supplier Meetings and Supplier Relations. More recently, and even more importantly, various positive communication activities characterized by open dialog and information sharing have developed involving FCA Purchasing, FCA Union Relations and the UAW.

Accordingly, during the 2011 negotiations, the Union suggested (i) reinforcing the above cited agreements in this supplier relations and collaboration document and (ii) expanding the current environment of collaboration leading to a more comprehensive approach to supplier relations. In order to advance the key objectives of this collaborative approach the parties have agreed to:
• provide additional insight into key sourcing opportunities involving UAW represented suppliers,

• drive improvements in overall UAW represented supplier competitiveness and

• measure performance metrics as detailed below and

• jointly encourage implementation of World Class Manufacturing with certain suppliers.

As such, subject to and in full accordance with all applicable laws, the parties hereby agree to expand their supplier relations collaboration activities on the basis of the following foundational principle, initiatives and activities:

FOUNDATIONAL PRINCIPLE

The parties recognize the importance of creating and maintaining an environment of mutual trust, respect and integrity. Such an environment will produce the transparency necessary for the free and open exchange of relevant information. The information to be shared shall include, but not necessarily be limited to the outcomes of Requests For Quotes (RFQ’s) involving UAW represented bidders.

The parties acknowledge the importance that such information is to be used appropriately and in compliance with all applicable laws. Accordingly, the UAW agrees that any information Chrysler provides to the UAW concerning a particular supplier will not be shared by the UAW with a different supplier, irrespective of whether the different supplier is also represented by the UAW.

INITIATIVES AND ACTIVITIES

The parties agree to continue holding quarterly supplier relations meetings or more frequently if needed. Participants in these meetings shall include the FCA Senior Vice President of Purchasing, the President of the UAW, the UAW Vice President and Director of the FCA Department, the FCA Vice President of Employee Relations, and FCA Purchasing Directors. At least one week prior to the meeting the parties agree to provide the following information:

MANAGEMENT TO PROVIDE:

• A summary list of suppliers selected for new business totaling two (2) million dollars or more in Annual Purchase Volume (APV) where a UAW represented supplier was under consideration;
- Information reflecting UAW represented facilities that have obtained the new business or lost existing business;

- An annual listing of all FCA suppliers doing at least two 2 million dollars APV business that includes the suppliers’ Union affiliation, if any. This list shall be reviewed by the Union for accuracy of UAW union affiliation information. The Union will make corrections to the list if necessary and provide the corrected list to management one week prior to the quarterly meetings.

PERFORMANCE METRICS:

-- Quarter to quarter comparison of APV data broken out by Union affiliation, if any.

-- Changes in the list of suppliers from whom approval to share information with the UAW has been obtained.

-- Dollar value of RFQ’s that were sent out since the last quarterly meeting and the percentage of that dollar value ultimately awarded to Union represented suppliers.

-- Summary of External Balanced Score Card (EBSC) data for UAW represented suppliers.

UNION TO PROVIDE:

- Listing of current UAW represented FCA suppliers by commodity / part.

PERFORMANCE METRICS:

-- A comprehensive update, if any, of UAW actions and initiatives with FCA suppliers and / or FCA supplier Local Unions;

-- A detailed update, if any, that quantifies the positive effect of the provisions of the parties’ agreement on supplier relations and collaboration;

-- Specifically, the presentation will address quality metrics, cost competitiveness, and other topics such as conflict resolution and innovative Labor - Management cooperation initiatives if applicable.

The parties also agree to more frequent meetings between the FCA Purchasing Directors and UAW President representatives to discuss supplier issues pertinent to each Directors responsibilities, so long as the meetings are reasonable in number and scheduled at the convenience of the respective parties.
Additionally, the Company will provide to the Union a listing of UAW represented FCA suppliers on source hold so that the UAW can work pro-actively with FCA to develop measures to improve the suppliers’ performance.

Finally, it is understood and agreed, that within the confines of all applicable law, any and all such information sharing as described above is to be kept confidential.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

December 16, 2019

(234) Sourcing Administration

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed at great length the necessity for revising and reaffirming the administration of the Memorandum of Understanding – Sourcing and Job Security (MOU-10). The parties recognized that a revised and updated process, including clearly defined Job Security, Operational Effectiveness and Sourcing Committee (JSOES) responsibilities, is essential to the proper administration of the Memorandum.

Therefore, in an effort to address these concerns, the parties have agreed to continue to investigate the evolving vehicle development process to ensure the proper administration of the entire sourcing process; as well as the Stamping, Assembly and Powertrain notification process. The Sourcing Administration Manual will be revised to reflect the engagement of salaried bargaining unit(s) in the appropriate stage of the vehicle development process. Updates to the sourcing administration manual as it relates to the Salaried Bargaining Unit, will include the involvement of the UAW Leadership including the UAW Salary Coordinator throughout the manual development process.
It is also agreed that concerns relative to proper administration may be raised by either party for discussion. Modifications may be made by mutual agreement between the parties during the term of the Agreement, as circumstances require. Discussion and implementation relative to the revised administration process will be undertaken within 90 days following the ratification of the 2019 Agreement.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

O&C&E
(235) Benefit Plans Representative Arizona Proving Grounds

Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the Union expressed concern over the ability to handle Benefits Plans issues at Arizona Proving Grounds.

Therefore, notwithstanding the provisions of Office and Clerical and Engineering Letter (62) and in an effort to address this matter, the Company has agreed to a Benefit Plans Representative at the Arizona Proving Grounds location who shall, handle benefit plan issues up to a maximum of eight (8) hours off the job per week without loss of pay.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
December 16, 2019

INTERNATIONAL UNION, UAW

Attention Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During the 2010 Addendum Agreement discussions, the parties discussed the need to effectively modify the Labor Agreements to achieve a competitive labor cost structure that positioned the company to respond appropriately to industrial and competitive pressures and compete with the best in the world. To achieve this objective, the parties agreed to a New Hire Wage, Benefit and Retirement agreement that govern all Salaried Bargaining Unit (SBU) employees hired on or after April 15, 2010.

During the 2019 Agreement the parties discussed the need to restructure the SBU pay practices model. Effective December 16, 2019, all New Hire wages will be determined according to the provisions contained in M-01 Salary Grades and Rate Application Supplement and M-08 Salary Classification and Grade Supplement.

New Hire Salary Structure Agreement:

- Grades 1 through 4 are eliminated and will start at grade 5 for all new hires
- Employees from minimum of the wage range, but less than the maximum weekly wage, will receive a wage progression increase amount of 3% annually on the anniversary of the employee’s corporate service date, provided it does not exceed the maximum weekly wage for that salaried grade.
- Employees within three percent (3%) of the maximum salary rate will be eligible for a combination increase and lump sum payment totaling three percent (3%)
- Employees who have received either a Phase-up or a Promotional increase during the eligibility year are not eligible for a wage progression increase

The following provisions agreed to during the 2010 Addendum Agreement with respect to hiring, benefits and retirement continue to apply:
• No cap on new hires under the entry level salary and benefit structure.

• Salary Bargaining Unit new hires will not be eligible for the Salary Continuation Plan

New Hire Benefit and Retirement Agreement:

The parties agreed that Salaried Bargaining Unit full time employees hired on or after April 15, 2010 will be governed by the provisions of M-13 Memorandum of Understanding - UAW-FCA US LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement. For purposes of determining the health care benefit eligibility period under Exhibit B, any employees converted from temporary to full time employment will have their service from the date of last hire counted toward their effective date of insurance.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada

December 16, 2019

(237) Performance Award

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the current negotiations, the parties agreed to provide a Performance Award payment to each eligible employee represented by the Union in accordance with the following table:

<table>
<thead>
<tr>
<th>Eligibility Date</th>
<th>Amount</th>
<th>Payable During Week Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 15, 2020</td>
<td>$500</td>
<td>June 14, 2020</td>
</tr>
<tr>
<td>May 15, 2021</td>
<td>$500</td>
<td>June 13, 2021</td>
</tr>
<tr>
<td>May 15, 2022</td>
<td>$500</td>
<td>June 12, 2022</td>
</tr>
<tr>
<td>May 15, 2023</td>
<td>$500</td>
<td>June 11, 2023</td>
</tr>
</tbody>
</table>
Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority
- On temporary layoff status
- On Family and Medical Leave Act
- On a Leave of Absence which has not exceeded ninety (90) days as of the eligibility date

In addition, should the International Union, UAW-FCA Department raise any question of equity in application regarding specific employees, the Company agrees to meet on cases in order to review the facts.

Very Truly Yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

O&C&E
(238) Schedule ‘A’ Understanding

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During the course of 2019 Negotiations, the Union raised a concern about work recognized within Schedule ‘A’, as Salaried Bargaining Unit (SBU) work. The Union further asserted that there are several instances in which such work is being performed by non-represented employees.

As a result of these discussions, FCA US LLC reaffirms that all work recognized in Schedule ‘A’ as belonging to recognized employees at the specified locations will be assigned in accordance therewith.
Disputes related to recognition of SBU work in Schedule ‘A’ should first be addressed by the Local Parties. However, in the event that the Local Parties are unable to resolve such matters, they will be escalated to the National Parties for resolution. If necessary, final determination may be referred to the Vice President, UAW, FCA US LLC Department and the Vice President of Employee Relations.

Yours very truly,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

(239) Sourcing & Job Security Commitment Letter

International Union, UAW
Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations both parties recognized the opportunity to make modifications to the existing Memorandum of Understanding - Sourcing & Job Security (M-10) language and corresponding processes. The parties agree there is a need to improve transparency, the timely process of information sharing and overall commitment to the administration of M-10. The Union expressed their concerns to improve these issues. Accordingly, the Company reaffirms its commitment to the following meetings to address concerns.

- Product Update Meeting held bi-annually with the Vice President of Employee Relations, the Vice President of the UAW FCA Department and the Head of Advanced Concepts Engineering (ACE).

- Advanced Vehicle Awareness (AVA) Meeting held quarterly with the UAW International Sourcing Coordinator, the Local Presidents of 212 & 412, and/or their designee, Labor Relations Senior Management and Head of ACE.
Program Overview Meeting held at approximately Step B of the FCA vehicle development process for any new major vehicles or major redesigned vehicles.

Both parties recognize the need for continuous improvement to the Sourcing Administration process. As such, process changes corresponding to the M-10 language will be addressed in the M-10 Sourcing Administration Manual. Modifications to the sourcing process will be collaboratively discussed and jointly agreed upon prior to the changes being made. Through discussions during these negotiations, Management and Union agree to the following commitments via the Sourcing Administration process:

- Directional sourcing summaries provided annually.
  
  o Updates to be provided during Local JSOES meetings.

- ASME Attachment C process changes
  
  o An initial draft of the Attachment C will be provided approximately at step B of the FCA vehicle development process
  
  o Tracking log with cost and timing will be reviewed in Local JSOES

- Pre spend allocation amounts will be provided monthly for vehicle engineering.

- Approval of pre-spend allocation will be discussed during the Quarterly Advanced Vehicle Awareness meeting.

- If the rationale for the work being off loaded or outsourced relates to cost, the relevant financial information associated with that sourcing action will be provided to the International UAW Sourcing Coordinator.

- When walk in work and / or PDO outsourcing or off loading actions are being considered it will be brought to the attention of the union steward prior to the sourcing action taking place assuming the capability to perform the work exists within the company.

- Inclusion of UAW-FCA Vice President or designee in quarterly Cost Optimization Meeting.

The parties agree to review and make appropriate changes within 90 days of ratification to the M-10 Sourcing Administration Manual, reconfirming our commitment to the M-10 language and processes. It is the intent that these changes should resolve the
ongoing issues related to Sourcing actions being processed prior to discussion taking place with the Salaried Bargaining Unit groups.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada

December 16, 2019

O&C&E
(240) Supplier Corporate Citizenship

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the UAW stated its interest in having the Company continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that the Company’s selection of and relationship with suppliers have a significant bearing on its relationship with the Union. In this regard, the Union stressed repeatedly, the importance of the Company’s use of high-quality, reliable suppliers which maintain good, fair and equitable relations with their employees.

The Company fully understands the Union’s concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship -- by the Company and its suppliers -- contribute significantly to the Company’s success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members.

The Company agrees that its relationship with the Union is of paramount importance to the Company’s long-term success. The Company has told its suppliers and the business community in the past of the positive aspects of its relationship with the UAW and will continue to do so in the future. The Company therefore has no interest in embarking on a purchase strategy that would detract from that relationship.
Correspondingly, the Union has, from time to time, expressed
to the Company its concern about certain aspects of the Company’s
relationship with particular suppliers in the area of quality, continuity
of supply, and overall performance as a supplier including the
maintenance of good relations by the supplier with its employees.
The Union recognizes that the Company has expressed its views
and made suggestions to its suppliers as a result of the Union’s
concerns, all within the bounds of applicable legal principles.

The parties recognize that instances in which these matters
arise are inherently dependent upon the particular facts that are
present in each situation and plan to continue to deal with these
matters on a case by case basis as they have in the past, and in
compliance with applicable laws.

In particular, the Company will continue to urge its suppliers
to treat their employees in a good, fair and equitable manner, to
provide them wages and benefits competitive within their industry,
to provide a safe workplace and to avoid conduct which violates
national or state labor and employment laws. In addition, the
Company will, in a manner which is in compliance with applicable
laws, notify suppliers of the importance the Company places on
harmonious relationships between suppliers, their employees and
any union that may represent them.

In addition, the Company will send the letter, in the form
attached hereto (“the Letter”) to an FCA supplier at the request of
the International UAW.

In the event the Union is aware of any actions by FCA US LLC
that are inconsistent with this letter, those issues may be raised with
the Vice President of Employee Relations for the Company.

Sincerely,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
FORM OF LETTER TO BE SENT TO SUPPLIERS

This letter will set forth the views of FCA US LLC with respect to unionization of employees of its suppliers. This letter is not meant to suggest or imply that FCA US LLC will not do business with a supplier unless the suppliers’ employees are represented by a union.

FCA US LLC recognizes that it is in the mutual interests of employers and their employees for the employer to fully respect the right of employees to seek representation by a union. FCA US LLC does not in any sense reject collective bargaining for employees of our suppliers. We do not discourage employees of our suppliers from forming or joining unions to bargain collectively with their employer.

FCA US LLC does not require, or encourage, our suppliers to resist organizing efforts by their employees.

FCA US LLC has a positive and constructive relationship with the UAW as well as the other labor organizations that represent our employees. In our experience, it has been very helpful to deal with efforts by our employees to form or join unions in a constructive and positive manner. We respect the UAW and the UAW respects us.

FCA US LLC will certainly not take retaliatory action, such as canceling or refusing to renew contracts with suppliers based on a decision of that supplier’s employees to join a labor union.

It may be appropriate for you to share this letter in its entirety with your employees so that they are accurately informed of FCA US LLC’s position on this matter.

Thank you for your consideration.

cc: Director – UAW FCA Department
Dear Mrs. Estrada:

During the course of these negotiations, the Union requested that the Company provide opportunities for the Salaried Bargaining Unit to review proposals produced by the Union with the appropriate Management personnel to insource certain work. The Company held discussions with the Union concerning bargaining unit work practices that create a competitive disadvantage to the Company. The Company expressed to the Union that addressing these non-competitive work practices, could potentially create opportunities to insource work to the Union provided it meets the flexibility, efficiency and cost requirements necessary to support a positive business case. As such, the Company re-affirms the commitments made on July 1, 2010 in the letter entitled “Company’s Response to the UAW SBU Proposal.” To that end the Company agrees to hold bi-weekly meetings with the Vice President and Director of the UAW-Chrysler Department or his designee, the Director of Union Relations or his designee, and the appropriate Management personnel to discuss the nature of the work and review the Union’s business case in support of their request to insource work.

Very truly yours,
FCA US LLC
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By Cynthia Estrada
December 16, 2019

(242) M-10 Outsourcing Make-Buy Rationale

International Union, UAW

Attention: Mrs. Cindy Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the Union expressed their concerns relative to upfront discussions regarding Make Buy Studies that may result in an outsourcing action. In response to these concerns, the Company will establish a Directional Make Buy meeting that will take place approximately thirty (30) days before the study is slated to go to the Executive Make Buy Committee. This meeting will include the International UAW, Source Planning Finance, Corporate Employee Relations, and Operations, if applicable. The topics for the discussion include:

- Rationale of proposed action.
- Scope of work discussion
- UAW Insights

If issues arise out of the meeting that cannot be resolved, the matter shall be referred to the appropriate UAW FCA Assistant Director and FCA Manager - Sourcing for review and resolution. Both parties recognize the need for continuous improvement to the Sourcing Administration process and as such this meeting can be further discussed via the Sourcing Administration manual.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
December 16, 2019

(243) Unit Chairperson Leaving the Facility

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 Negotiations the union raised the issue of the Local Unit Chairperson leaving the facility during his scheduled hours to perform services for the benefit of the Company. During these infrequent situations, the Company agrees to compensate the Local Unit Chairperson for his time away from the facility. Local management must have a reasonable period of time to authorize the leave. Further, due to the size of various units, the critical nature of the jobs performed, every effort will be made to accommodate these requests while protecting the efficiency of operations. The Local Unit Chairperson will be allowed to utilize no more than 8 hours per month of compensated leave.

Very truly yours,
FCA US LLC
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Cynthia Estrada
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