

Exhibits  
to the  
Production, Maintenance & Parts Depot  
Office, Clerical and Engineering  
Agreements of October 22, 2015

between

FCA US LLC



and the



- Exhibit C 2015 Agreement Regarding  
Supplemental Unemployment Benefit Plan
- Exhibit D Supplemental Unemployment Benefit Plan
- Exhibit E Relocation Allowance Plan
- Exhibit F Profit Sharing Plan

Group Legal Services Plan



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SHADING REPRESENTS NEW  
LANGUAGE IN THE 2015 AGREEMENT

**EXHIBIT C**  
**2015 AGREEMENT REGARDING**  
**SUPPLEMENTAL UNEMPLOYMENT BENEFIT**  
**PLAN**

Incorporated by reference in collective bargaining agreements dated **October 22, 2015** between **FCA US LLC** and the UAW.

**(1) Continuation and Amendment of Plan**

The Company shall maintain the Supplemental Unemployment Benefit Plan which was attached as Exhibit D to the **2011** collective bargaining agreements between the parties dated **October 22, 2015** and as amended per the 2009 Settlement Agreement for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, this Agreement and the Plan. In addition, the Plan shall be amended as of **October 22, 2015** (hereinafter referred to as the Effective Date) so that it shall read thereafter as set forth in Exhibit D, "Supplemental Unemployment Benefit Plan" (herein referred to as the Plan), attached hereto. Thereupon, the provisions of the Plan, as amended, shall be effective with respect to Weeks commencing on or after **October 22, 2015**, except as otherwise specified in the Plan, as amended. The Company shall maintain the Plan, as amended, for the duration of this Agreement, except as otherwise provided in, and subject to the terms of, the Plan.

**(2) Provisions in Event of Termination**

In the event that the Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement the Company's obligation to contribute to the Plan shall cease entirely, the parties

thereupon shall negotiate for a period of sixty (60) days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute under the Plan; if no agreement with respect thereto shall be reached at the end of such period, there shall be a general wage increase in the amount of the contribution rate then in effect but not less than twenty-two (22) cents per hour to all Employees covered by the "Collective Bargaining Agreement" as defined in Exhibit D. Such increase shall be applied to the base rates or incentive rates or salary grade, as the case may be, in the same manner that the improvement factor increase is made applicable under the Collective Bargaining Agreement, and effective as of the date of such termination.

### **(3) Obligations During Term of Agreement**

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to, the Plan or this Agreement except as otherwise specifically agreed by the Parties in writing; or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section (2) hereof, shall be an objective of, or a reason or cause for any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.



#### **(4) Term of Agreement: Notice to Modify or Terminate**

This Agreement and the Plan incorporated herein shall remain in full force and effect without change until **September 14, 2019** except as there may be a termination under any of the provisions of this Agreement or the Plan. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the provisions of the Collective Bargaining Agreements of which this Agreement is a part.

Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Plan.

Any notice under this Agreement shall be in writing and shall be sufficient, if to the Union, if sent by mail addressed to International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company in writing; and, if to the Company, to **FCA US LLC**, 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766 or to such other address as the Company shall furnish to the Union in writing.

#### **(5) Governmental Rulings**

(a) The amendments to the Plan which are provided for in Section (1) of this Agreement and which shall be implemented for Weeks beginning on and after **October 22, 2015**, shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company, if such rulings are deemed necessary by the Company, from the United

States Internal Revenue Service and the United States Department of Labor holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that: (i) contributions to any Funds established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, as now in effect, or under any other applicable federal tax law; and (ii) the Funds under the Plan qualify for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code; and (iii) contributions by the Company to, and Benefits (except Automatic Short Week Benefits) paid out of the Funds are not treated as "wages" for purposes of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or Collection of Income Tax at Source on Wages, under Subtitle C of the Internal Revenue Code, (except as Benefits paid from the Funds are treated as if they were "wages" solely for purposes of Federal income tax withholding); and (iv) no part of any such contributions or of any payments made by the Company under the Plan are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee; provided, however, that if the rulings referred to in this Subsection (a) are unfavorable, and are unfavorable because of provisions of the Plan, as amended, regarding Automatic Short Week Benefits, this fact shall not delay the effective date of the other amendments to the Plan.

(b) In the event that any ruling described in Subsection (a) above as to the provisions of the Plan, as amended, regarding Automatic Short Week Benefits is not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company; or in the event that

any state, by legislation or by administrative ruling or court decision, in the opinion of the Company: (i) does not permit Supplementation solely because of the provisions of the Plan, as amended, regarding Automatic Short Week Benefits; or (ii) in determining State System waiting week credit or benefits for a week, fails to treat as wages or remuneration, as defined in the law of the applicable State System, the amount of any Automatic Short Week Benefit paid for a Week which has one or more days in common with such State System week; or (iii) permits an Employee to start a waiting week or a benefit week under the law of the State System within a Week for which his Compensated or Available Hours, plus the hours for which an Automatic Short Week Benefit was paid to him, total at least 40; then, but in the latter cases only with respect to Employees in such state:

(1) the Supplemental Unemployment Benefit Plan shall be amended to delete such provisions of the Plan which are the subject of such ruling, legislation, or court decision;

(2) Automatic Short Week Benefits which would have been payable in accordance with such deleted provisions of the Plan shall be provided under a separate plan or plans incorporating as closely as possible the same terms as the deleted provisions;

(3) Automatic Short Week Benefits which may become payable under such separate plan or plans shall be paid by the Company.

(c) The Company shall apply promptly to the appropriate agencies for the rulings described in Subsection (a) of this Section.

(d) Notwithstanding any other provision of this Agreement or of the Plan, the Company, with the consent of the Director of the Chrysler Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to maintain any of the rulings referred to in Subsection (a) of this Section (5) of the Agreement. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in Exhibit D.

(e) This Agreement shall become effective on the 2015 Effective Date specified herein, provided the Company receives from the Union written notice that this Agreement and all collective bargaining agreements executed by the parties on the Effective Date, have been ratified by the Union.

## **(6) Recovery of Benefit Overpayments**

If it is determined that any benefit(s) paid to an Employee under a FCA US LLC benefit plan incorporated under the Collective Bargaining Agreement or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such Employee and the Employee shall repay the amount of the overpayment.

If the Employee fails to repay such amount of overpayment promptly, the Company, on behalf of the applicable benefit plan, shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the Employee in the form of wages or benefits payable

under a FCA US LLC benefit plan (excluding the FCA US LLC -UAW Pension Plan) incorporated under the Collective Bargaining Agreement or any Exhibits thereto.

**(7) Employees Hired on or After October 29, 2007**

Individuals hired on or after October 29, 2007 will be eligible for benefits as set forth in the provisions of the Memorandum of Understanding, UAW- FCA US LLC Employees Hired on or after October 29, 2007 Wage & Benefit Agreement, provided in the 2015 National Agreement.

**EXHIBIT D  
SUPPLEMENTAL UNEMPLOYMENT  
BENEFIT PLAN**

**Article I  
ELIGIBILITY FOR BENEFITS**

**(1) Eligibility for a Regular Benefit and a  
Transitional Assistance Benefit**

An Employee shall be eligible for a Regular Benefit or a Transitional Assistance Benefit for any week beginning on or after **October 22, 2015**, if with respect to such week he:

(a) was on a qualifying layoff, as described in Section (3) of this Article, for all or part of the week;

(b) received a State System Benefit not currently under protest by the Company or was ineligible for a State System Benefit only for one or more of the following reasons:

(i) he did not have prior to layoff a sufficient period of employment or earnings covered by the State System;

(ii) exhaustion of his State System Benefit rights;

(iii) the number of days he worked in the week (for the Company and for any other employer(s)) plus the number of days in the week during which work was made available to him by the Company but not worked; or because his pay (from the Company and from any other employer(s)) for the week plus the amount of pay applicable to hours of work in the

week made available to him by the Company but not worked equaled or exceeded the amount which disqualifies him for a State System Benefit or "waiting week" credit; or, because he was employed full time by an employer other than the Company;

(iv) he was serving a State System "waiting week" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (iv) shall not apply to model change, plant rearrangement, inventory layoffs; layoffs of Employees covered by the National Office and Clerical and Engineering Agreements, except those laid off pursuant to Section (52)(b) (1) of each such Agreement; layoffs of Employees pending placement pursuant to the terms of Section (61)(d) of the National Production and Maintenance Agreement or corresponding sections of other Collective Bargaining Agreements between the Company and the Union; layoffs of Employees who refuse to exercise their seniority in order to displace junior Employees who are working; or layoffs resulting from temporary adjustments as provided in Sections (58)(c) and (62) of the National Production and Maintenance Agreement or corresponding sections of other Collective Bargaining Agreements between the Company and the Union;

(v) the Employee was on a qualifying layoff and the week served as a "waiting week" within the Employee's benefit year under the State System, or the week was a second "waiting week" within the Employee's benefit year under the State System, or was a State System "waiting week" immediately following a week for which the Employee received a State System Benefit, or occurring within less than

52 weeks since the Employee's last State System "waiting week";

(vi) he refused a Company work offer at a Plant which is in the same Labor Market Area and at which he has Seniority and which he had an option to refuse under the Collective Bargaining Agreement or which he could refuse without disqualification under Section (3)(b)(3) of this Article;

(vii) he was on layoff because he was unable to do work offered by the Company while able to do other work in the Plant to which he would have been entitled if he had sufficient Seniority, or he was on a layoff because, although not totally disabled, he was physically unable to perform any work in his Bargaining Unit or Plant;

(viii) he failed to claim a State System Benefit if by reason of his pay received or receivable from the Company for the week such State System Benefit would have amounted to less than \$2;

(ix) he was serving on jury duty or was receiving pay for military service with respect to a period following his release from active duty therein or was on short term active duty of 30 days or less, for required military training in a National Guard, Reserve or similar unit or was on short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency;

(x) he was entitled to retirement or disability benefits which he received or could have received while working full time;



(xi) because of the circumstances set forth under Section (3)(b)(4) of this Article which existed during only part of a week of unemployment under the applicable State System;

(xii) he was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny him a Benefit;

(xiii) denied a State System benefit, and it was determined that he otherwise would have been qualified except that he failed to satisfy the state's claim filing or certification requirement and is otherwise qualified for a regular benefit.

(c) has met any registration and reporting requirements of an employment office of the applicable State System; except that this Subsection does not apply to an Employee who was ineligible for a State System Benefit or "waiting week" credit for the week only because of his period of work or amount of pay, or his failure to claim a State System Benefit which by reason of his Company pay would have amounted to less than \$2 or because he was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency, as specified, respectively, in items (iii), (viii), and (i) of Section (1)(b) above;

(d) had at least 1 year of Seniority as of his last day worked prior to qualifying layoff;

(e) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he has greater seniority than with the Company);

(f) was not eligible for an Automatic Short Week Benefit;

(g) qualifies for a Benefit of at least \$2; and

(h) has made a Benefit application in accordance with procedures established by the Company hereunder and, if he was ineligible for a State System Benefit only for the reason set forth in item (ii) of Subsection (1) of this Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the state employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available suitable work of which he has been notified by the state employment service or by the Company.

## **(2) Eligibility for an Automatic Short Week Benefit**

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any week beginning on or after October 22, 2015, if:

(1) during such week he had less than 40 Compensated or Available Hours\* and

(i) he performed some work for the Company,  
or

(ii) for such week he received some jury duty pay, bereavement pay or military pay from the Company, or

(iii) for such week he received only holiday pay from the Company and, for the immediately preceding week, he either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

\*If, before a layoff of Employees during a week, notice of intent to work overtime has not been given to employees by the Company, overtime which is worked or available during that week but following the layoff and which is in excess of two hours will not be included in determining Compensated or Available Hours notwithstanding the definition of Compensated or Available Hours in Article IX. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

(2) he had at least 1 year of Seniority as of the last day of the week (or during some part of such week he had at least 1 year of Seniority and broke Seniority by reason of death or of retirement under the provisions of any Company pension or retirement benefit plan);

(3) he was on a qualifying layoff, as described in Section (3) of this Article, for some part of the week, or he was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement, or short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency

during the week, and during all or part of such period he would otherwise have been on qualifying layoff under this Plan.

(b) No application for an Automatic Short Week Benefit will be required for an Employee. However, if an Employee believes himself entitled to an Automatic Short Week Benefit for a week which he does not receive on the date when such Benefits for such week are paid, he may file written application therefore within 60 calendar days after such date in accordance with procedures established by the Company. In case the Employee worked in more than one Plant in the week, he may apply at the Plant at which he last worked.

(c) An Automatic Short Week Benefit payable for a week shall be in lieu of any other Benefit under the Plan for that week.

### **(3) Conditions with Respect to Layoff**

(a) A layoff for the purposes of this Plan includes any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a Plant or operation, or a layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the Plant to which he would have been entitled if he had sufficient Seniority, or a layoff occurring or continuing because the Employee, although not totally disabled was physically unable to perform any work in his Bargaining Unit or Plant.

(b) An Employee's layoff for all or part of any week will be deemed qualifying for Plan purposes only if:

(1) such layoff was from the Bargaining Unit;

(2) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at an FCA US LLC Plant or Plants, or any dispute of any kind, involving Employees whether at an FCA US LLC Plant or Plants or elsewhere,

(ii) any fault attributable to the Employee,

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) sabotage or insurrection, or

(v) any act of God, provided, however, this Subsection (v) shall not apply to any Short Workweek or the first 2 consecutive full weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;

(3) with respect to such week the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement and did not refuse an offer by the Company of other available work at a Plant which is in the same Labor Market Area and at which he has Seniority and which he had no option to refuse under the Collective Bargaining Agreement, or of other available work as defined in the Collective Bargaining Agreement at another Plant in the same Labor Market Area.

(4) with respect to such week the Employee was not eligible for and was not claiming:

(i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which he received or could have received while working full time, and except a lost time benefit which he received under a workers' compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life, Disability and Health Care Benefits Program); or

(ii) any Company pension or retirement benefit; and

(5) with respect to such week the Employee was not in military service (other than short term active duty of 30 days or less including required military training, in a National Guard, Reserve or similar unit) or on a military leave.

(c) If an Employee is on short term active duty of 30 days or less, for required military training in a National Guard, Reserve or similar unit and is ineligible under the Collective Bargaining Agreement for pay from the Company for all or part of such period solely because he would be on a qualifying layoff but for such active duty, he will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two Regular Benefits in a calendar year, provided, however, that this two Regular Benefit limitation shall not apply to short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency.

(d) If an Employee is eligible for a Leveling Week Benefit or is ineligible for a Benefit by reason of Section (3)(b)(2) or (3)(b)(4) above with respect to some but not all of his regular work days in a week, and is otherwise eligible for a Benefit, he will be entitled to a reduced Benefit payment as provided in Section (1)(c) of Article II.

(e) The determination of eligibility under this Article shall be based upon the reason for the applicant's last separation from the Company, except that a layoff of an Employee during his probationary period at one Plant while retaining his Seniority at another Plant shall not be disqualifying if the Employee was separated because he was unsuited for, or unable to do, work available.

(f) If an Employee enters the Armed Services of the United States directly from the employ of the Company, he shall while in such service be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any Benefit. This Section shall not affect the payment of Benefits to any Employee referred to in Section 3 (c) of Article I.

(g) An Employee who attempts to return to work from sick leave of absence or military leave on or after October 22, 2015 and for whom there is no work available in line with his Seniority and who is placed on layoff status, shall be deemed to have been "at work" on or after October 22, 2015.

(h) If, with respect to a week, or with respect to any prior week during the Employee's same continuous period of layoff from the Company, the Employee willfully misrepresents any material fact in connection with an application by him for Benefits

under the Plan, the Employee shall be disqualified for Benefits for all weeks of layoff thereafter during the same continuous period of layoff from the Company.

#### **(4) Disputed Claims for State System Benefits**

(a) With respect to any week for which an Employee has applied for a Benefit and for which he:

(1) has been denied a State System Benefit, and the denial is being protested by the Employee through the procedure provided therefore under the State System, or

(2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefore under the State System and such protest has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Benefit under the Plan except for such denial or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to him.



**Article II**  
**AMOUNT OF BENEFITS**

**(1) Regular Benefits and Transitional Assistance Benefits**

(a) The Regular SUB Benefit payable to an eligible Employee for any full week beginning on or after the effective date of this Plan shall be an amount which, when added to his State Benefit and Other Compensation, will equal on average 95% of his Weekly After-Tax Pay, minus \$30.00 to take into account work-related expenses not incurred as outlined in the Regular Benefit Table; provided that such Benefit shall not exceed \$200 in the case of an Hourly Employee and \$214 in the case of a Salaried Employee for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (ii) or (vi) of Section (1)(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section (3)(b)(3) of Article I);

<b>Base Hourly Wage</b>		<b>Regular Benefit Table - Hourly Regular SUBenefit*</b>	
Under	\$14.30		\$423.28
\$14.31	- \$14.50	\$423.58	- \$429.20
\$14.51	- \$14.70	\$429.50	- \$435.12
\$14.71	- \$14.90	\$435.42	- \$441.04
\$14.91	- \$15.10	\$441.34	- \$446.96
\$15.11	- \$15.30	\$447.26	- \$452.88

\$15.31	-	\$15.50	\$453.18	-	\$458.80
\$15.51	-	\$15.70	\$459.10	-	\$464.72
\$15.71	-	\$15.90	\$465.02	-	\$470.64
\$15.91	-	\$16.10	\$470.94	-	\$476.56
\$16.11	-	\$16.30	\$476.86	-	\$482.48
\$16.31	-	\$16.50	\$482.78	-	\$488.40
\$16.51	-	\$16.70	\$488.70	-	\$494.32
\$16.71	-	\$16.90	\$494.62	-	\$500.24
\$16.91	-	\$17.10	\$500.54	-	\$506.16
\$17.11	-	\$17.30	\$506.46	-	\$512.08
\$17.31	-	\$17.50	\$512.38	-	\$518.00
\$17.51	-	\$17.70	\$518.30	-	\$523.92
\$17.71	-	\$17.90	\$524.22	-	\$529.84
\$17.91	-	\$18.10	\$530.14	-	\$535.76
\$18.11	-	\$18.30	\$536.06	-	\$541.68
\$18.31	-	\$18.50	\$541.98	-	\$547.60
\$18.51	-	\$18.70	\$547.90	-	\$553.52
\$18.71	-	\$18.90	\$553.82	-	\$559.44
\$18.91	-	\$19.10	\$559.74	-	\$565.36
\$19.11	-	\$19.30	\$565.66	-	\$571.28
\$19.31	-	\$19.50	\$571.58	-	\$577.20
\$19.51	-	\$19.70	\$577.50	-	\$583.12
\$19.71	-	\$19.90	\$583.42	-	\$589.04
\$19.91	-	\$20.10	\$589.34	-	\$594.96
\$20.11	-	\$20.30	\$595.26	-	\$600.88
\$20.31	-	\$20.50	\$601.18	-	\$606.80
\$20.51	-	\$20.70	\$607.10	-	\$612.72
\$20.71	-	\$20.90	\$613.02	-	\$618.64
\$20.91	-	\$21.10	\$618.94	-	\$624.56
\$21.11	-	\$21.30	\$624.86	-	\$630.48
\$21.31	-	\$21.50	\$630.78	-	\$636.40
\$21.51	-	\$21.70	\$636.70	-	\$642.32
\$21.71	-	\$21.90	\$642.62	-	\$648.24
\$21.91	-	\$22.10	\$648.54	-	\$654.16
\$22.11	-	\$22.30	\$654.46	-	\$660.08
\$22.31	-	\$22.50	\$660.38	-	\$666.00

\$22.51	-	\$22.70	\$666.30	-	\$671.92
\$22.71	-	\$22.90	\$672.22	-	\$677.84
\$22.91	-	\$23.10	\$678.14	-	\$683.76
\$23.11	-	\$23.30	\$684.06	-	\$689.68
\$23.31	-	\$23.50	\$689.98	-	\$695.60
\$23.51	-	\$23.70	\$695.90	-	\$701.52
\$23.71	-	\$23.90	\$701.82	-	\$707.44
\$23.91	-	\$24.10	\$707.74	-	\$713.36
\$24.11	-	\$24.30	\$713.66	-	\$719.28
\$24.31	-	\$24.50	\$719.58	-	\$725.20
\$24.51	-	\$24.70	\$725.50	-	\$731.12
\$24.71	-	\$24.90	\$731.42	-	\$737.04
\$24.91	-	\$25.10	\$737.34	-	\$742.96
\$25.11	-	\$25.30	\$743.26	-	\$748.88
\$25.31	-	\$25.50	\$749.18	-	\$754.80
\$25.51	-	\$25.70	\$755.10	-	\$760.72
\$25.71	-	\$25.90	\$761.02	-	\$766.64
\$25.91	-	\$26.10	\$766.94	-	\$772.56
\$26.11	-	\$26.30	\$772.86	-	\$778.48
\$26.31	-	\$26.50	\$778.78	-	\$784.40
\$26.51	-	\$26.70	\$784.70	-	\$790.32
\$26.71	-	\$26.90	\$790.62	-	\$796.24
\$26.91	-	\$27.10	\$796.54	-	\$802.16
\$27.11	-	\$27.30	\$802.46	-	\$808.08
\$27.31	-	\$27.50	\$808.38	-	\$814.00
\$27.51	-	\$27.70	\$814.30	-	\$819.92
\$27.71	-	\$27.90	\$820.22	-	\$825.84
\$27.91	-	\$28.10	\$826.14	-	\$831.76
\$28.11	-	\$28.30	\$832.06	-	\$837.68
\$28.31	-	\$28.50	\$837.98	-	\$843.60
\$28.51	-	\$28.70	\$843.90	-	\$849.52
\$28.71	-	\$28.90	\$849.82	-	\$855.44
\$28.91	-	\$29.10	\$855.74	-	\$861.36
\$29.11	-	\$29.30	\$861.66	-	\$867.28
\$29.31	-	\$29.50	\$867.58	-	\$873.20
\$29.51	-	\$29.70	\$873.50	-	\$879.12

\$29.71	-	\$29.90	\$879.42	-	\$885.04
\$29.91	-	\$30.10	\$885.34	-	\$890.96
\$30.11	-	\$30.30	\$891.26	-	\$896.88
\$30.31	-	\$30.50	\$897.18	-	\$902.80
\$30.51	-	\$30.70	\$903.10	-	\$908.72
\$30.71	-	\$30.90	\$909.02	-	\$914.64
\$30.91	-	\$31.10	\$914.94	-	\$920.56
\$31.11	-	\$31.30	\$920.86	-	\$926.48
\$31.31	-	\$31.50	\$926.78	-	\$932.40
\$31.51	-	\$31.70	\$932.70	-	\$938.32
\$31.71	-	\$31.90	\$938.62	-	\$944.24
\$31.91	-	\$32.10	\$944.54	-	\$950.16
\$32.11	-	\$32.30	\$950.46	-	\$956.08
\$32.31	-	\$32.50	\$956.38	-	\$962.00
\$32.51	-	\$32.70	\$962.30	-	\$967.92
\$32.71	-	\$32.90	\$968.22	-	\$973.84
\$32.91	-	\$33.10	\$974.14	-	\$979.76
\$33.11	-	\$33.30	\$980.06	-	\$985.68
\$33.31	-	\$33.50	\$985.98	-	\$991.60
\$33.51	-	\$33.70	\$991.90	-	\$997.52
\$33.71	-	\$33.90	\$997.82	-	\$1,003.44
\$33.91	-	\$34.10	\$1,003.74	-	\$1,009.36
\$34.11	-	\$34.30	\$1,009.66	-	\$1,015.28
\$34.31	-	\$34.50	\$1,015.58	-	\$1,021.20
\$34.51	-	\$34.70	\$1,021.50	-	\$1,027.12
\$34.71	-	\$34.90	\$1,027.42	-	\$1,033.04
\$34.91	-	\$35.10	\$1,033.34	-	\$1,038.96
\$35.11	-	\$35.30	\$1,039.26	-	\$1,044.88
\$35.31	-	\$35.50	\$1,045.18	-	\$1,050.80
\$35.51	-	\$35.70	\$1,051.10	-	\$1,056.72
\$35.71	-	\$35.90	\$1,057.02	-	\$1,062.64
\$35.91	-	\$36.10	\$1,062.94	-	\$1,068.56
\$36.11	-	\$36.30	\$1,068.86	-	\$1,074.48
\$36.31	-	\$36.50	\$1,074.78	-	\$1,080.40
\$36.51	-	\$36.70	\$1,080.70	-	\$1,086.32
\$36.71	-	\$36.90	\$1,086.62	-	\$1,092.24

\$36.91	-	\$37.10	\$1,092.54	-	\$1,098.16
\$37.11	-	\$37.30	\$1,098.46	-	\$1,104.08
\$37.31	-	\$37.50	\$1,104.38	-	\$1,110.00
\$37.51	&	over	\$1,110.30		

\*Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

<b>Base Weekly Salary</b>		<b>Regular Benefit Table - Salary</b>	
		<b>Regular SUB Benefit</b>	
under	- \$586.00		- \$433.64
\$587.00	- \$637.00	\$434.38	- \$471.38
\$638.00	- \$688.00	\$472.12	- \$509.12
\$689.00	- \$739.00	\$509.86	- \$546.86
\$740.00	- \$790.00	\$547.60	- \$584.60
\$791.00	- \$841.00	\$585.34	- \$622.34
\$842.00	- \$892.00	\$623.08	- \$660.08
\$893.00	- \$943.00	\$660.82	- \$697.82
\$944.00	- \$994.00	\$698.56	- \$735.56
\$995.00	- \$1,045.00	\$736.30	- \$773.30
\$1,046.00	- \$1,096.00	\$774.04	- \$811.04
\$1,097.00	- \$1,147.00	\$811.78	- \$848.78
\$1,148.00	- \$1,198.00	\$849.52	- \$886.52
\$1,199.00	- \$1,249.00	\$887.26	- \$924.26
\$1,250.00	- \$1,300.00	\$925.00	- \$962.00
\$1,301.00	- \$1,351.00	\$962.74	- \$999.74
\$1,352.00	- \$1,402.00	\$1,000.48	- \$1,037.48
\$1,403.00	- \$1,453.00	\$1,038.22	- \$1,075.22
\$1,454.00	- \$1,504.00	\$1,075.96	- \$1,112.96
\$1,505.00	- \$1,555.00	\$1,113.70	- \$1,150.70
\$1,556.00	- \$1,606.00	\$1,151.44	- \$1,188.44
\$1,607.00	- \$1,657.00	\$1,189.18	- \$1,226.18
\$1,658.00	& over	\$1,226.92	

(b) The Transitional Assistance (TA) Benefit payable to an eligible Employee for any week shall provide a weekly benefit which, when added to his State Benefit, will equal 50% of the employee's gross weekly base earnings based on a 40-hour week. Employees hired or rehired on or after October 29, 2007 are not eligible for Transitional Assistance.

(c) An otherwise eligible Employee entitled to a Benefit reduced because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the week, as provided in Section (3)(d) of Article I, (reason for layoff or eligibility for a disability or pension benefit, for disciplinary reasons or for any of the reasons stated in Section (3)(b)(2)(i) of Article I), will receive one-fifth of a Regular Benefit computed under Subsection (a) of this Section for each work day of the week for which he is otherwise eligible.

## **(2) Automatic Short Week Benefit**

(a) The Automatic Short Week Benefit payable to any eligible Employee for any week beginning on or after **October 22, 2015**, shall be an amount equal to the product of the number by which 40 exceeds his Compensated or Available Hours, \*counted to the nearest tenth of an hour multiplied by 80% of his Base Hourly Rate as to an Hourly Employee or Base Weekly Salary divided by 40 as to a Salaried Employee.

(b) An Employee, who breaks Seniority during a week by reason of death or retirement under provisions of any Company pension or retirement benefit plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the week prior to the date his Seniority is broken, will receive

an amount computed as provided in Subsection (2) (a) above based on the number by which the hours for which the Employee would regularly have been compensated exceeds his Compensated or Available Hours with respect to that part of the Week prior to the date his Seniority is broken.

\*If, before a layoff of Employees during a week, notice of intent to work overtime has not been given to Employees by the Company, overtime which is worked or available during that week but following the layoff and which is in excess of two hours will not be included in determining Compensated or Available Hours notwithstanding the definition of Compensated or Available Hours in Article I. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

### **(3) State Benefit and Other Compensation**

(a) An Employee's State Benefit and Other Compensation for a week means:

(1) the amount of State System Benefit received or receivable by the Employee for the week or the estimated amount which the Employee would have received if he had not been ineligible therefore solely because of failure to fully satisfy the states claim filing or certification requirements, or because of exhaustion of his State System Benefit rights (or because of insufficient covered employment/earnings prior to layoff), if the Employee had received a State System Benefit for one or more weeks of layoff during the current State System benefit year (or, if no such benefit year is in effect, during the immediately preceding benefit year) for which the Employee did

not receive a Regular Benefit. Such estimated amount shall be used in the Regular Benefit calculation for a number of weeks for which a State System Benefit was received and for which no Regular Benefit was paid under this Plan or under any other FCA US LLC SUB Plan, during the applicable current, or immediately preceding, State System benefit year; plus

(2) all pay received or receivable by the Employee from the Company (excluding call-in pay for purposes of determining a Regular Benefit only and excluding pay in lieu of vacation) and any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the Employee for such week; provided, however, if the hours made available but not worked are hours which the Employee had an option to refuse under a Collective Bargaining Agreement or which he could refuse without disqualification under Section (3)(b)(3) of Article I, such hours are not to be considered as hours made available by the Company; and provided, that if wages or remuneration or any military pay are received or receivable by the Employee from the employers other than the Company and are applicable to the same period as hours made available by the Company, only the greater of

(aa) such wages or remuneration from other employers in excess of the greater of \$10 or 20% of such wages or remuneration, or military pay in excess of \$10, or

(bb) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company shall be included; and further provided, that any pay received or receivable



for a shift which extends through midnight shall be allocated:

(i) to the day on which the shift started if he was on layoff with respect to the corresponding shift on the following day,

(ii) to the day on which the shift ended if he was on layoff with respect to the corresponding shift on the preceding day, and

(iii) according to the pay for the hours worked each day, if he was on layoff with respect to the corresponding shifts on both the preceding and the following days;

and, in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Benefit will be increased to offset any reduction in his State System Benefit which may have resulted solely from the State System's allocation of his earnings for such a shift otherwise than as specified in this Subsection; plus

(3) all wages or remuneration, as defined under the law of the applicable State System, in excess of the greater of \$10 or 20% of such wages or remuneration received or receivable from other employers for such week (excluding such wages or remuneration which were considered in the calculation under Subsection (a)(2) of this Section); plus

(4) the weekly equivalent of the monthly retirement benefit and fifty (50) percent of the Social Security old age or disability benefit for eligible Employees receiving a retirement benefit from the

Company which the Employee is eligible to receive while working full time for the Company; plus

(5) the amount of all military pay in excess of \$10 received or receivable for such Week, excluding such military pay which was considered in the calculation under Subsection (a)(2) of this Section.

(b) If the State System Benefit actually received by an Employee for a State week shall be for less, or more, than a full state week (for reasons other than the Employee's receipt of wages or remuneration for such state week),

(1) because he has been disqualified or otherwise determined ineligible for a portion of his State System Benefit for reasons other than set forth in Section (1) (b) of Article I, or

(2) because the applicable state week includes 1 or more "waiting period effective days," or

(3) because of an underpayment or overpayment of a previous State System Benefit, the amount of the State System Benefit which would otherwise have been paid to the Employee for such state week shall be used in the calculation of "State Benefit and Other Compensation" for such state week.

#### **(4) Benefit Overpayments**

(a) If the Company or the Board determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Benefit(s) and he shall return the amount of overpayment to the Trustee or

Company whichever is applicable; provided, however, that no repayment shall be required if the cumulative overpayment is \$3.00 or less, or if notice has not been given within 60 days from the date the overpayment was established or created (or with respect to overpayments as a result of Company error, such 60 day period shall be determined as beginning on the date of issue of the SUB benefit draft involved), except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.

(b) If the Employee shall fail to return such amount promptly, the Trustee shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future Benefits (not to exceed an amount equal to one-half of any one Benefit up to a maximum of \$100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) or Separation Payment otherwise payable to the Employee, or by requesting the Company to make a deduction from compensation payable by the Company to the Employee (not to exceed \$100 from any one pay check in the case of an Hourly Employee and \$200 in the case of a Salaried Employee except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make such deduction from the Employee's compensation and to pay the amount deducted to the Trustee.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any workweek with respect to all or part of which he has received a State System Benefit, the full amount of such Automatic Short Week Benefit, or a portion of such Benefit equivalent to the State System Benefit or that part thereof applicable to such workweek,

whichever is less, shall be treated as an overpayment and deducted in accordance with this Section from future Benefits or compensation payable by the Company.

(d) In addition to the provisions above, the Company may arrange for the recovery of the amount of the overpayment from any other monies or benefits then payable, or which may become payable, to the Employee under the provisions of the Collective Bargaining Agreement and/or under any of the Exhibits or Letters attached thereto. The Company is authorized to make the deductions from the Employee's compensation as provided under this Section and to pay the amount deducted to the Trustee.

#### **(5) Withholding Tax**

The Trustee or the Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company shall be entitled to rely on the official forms filed by the Employee with the Company for purposes of income tax withholding on regular wages.

## **(6) Deduction of Union Dues**

The Trustee, upon authorization from an Employee, shall deduct monthly Union dues from Regular Benefits paid under the Plan and pay such sums directly to the Union in his behalf.

## **(7) Payment of Benefits**

Except for Automatic Short Week Benefits which shall be payable by the Company, Benefits shall be payable to Hourly Employees from the Hourly Fund and to Salaried Employees from the Salary Fund, except as otherwise provided in Section (5) of Article VIII.

## **Article III DURATION OF BENEFITS**

### **(1) Supplemental Unemployment Benefits (SUB)**

An employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after **October 22, 2015** shall be eligible for Supplemental Unemployment Benefits according to the following provisions during the term of the National Agreement:

(a) Indefinite Layoffs or a Temporary Layoff, as jointly identified by the Parties, in which the Company modifies shifts or work schedules to enhance operating performance and continues to actively employ employees that otherwise would be placed on indefinite layoff (Qualified Counter Layoffs\*)

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 26 weeks

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 39 weeks

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of 52 weeks.

**(b) Temporary Layoffs excluding those defined in Section (1)(a) above including all non-volume related layoffs such as reallocation**

**of product, transfer of operations, sourcing of work or product, and closed plant status shall be considered non-qualified layoffs (Non-Qualified, Non-Counter Layoffs\*):**

Employees on a Non-Qualified Layoff will be eligible for SUB Benefits for the duration of such Layoff subject to the provisions of Article I of this Plan.

\* Qualified Layoff and Non-Qualified Layoff will be deemed "Qualifying" as defined in Article I Section (3)(b).

## **(2) Transitional Assistance (TA)**

An Employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after **October 22, 2015** and who exhausts his or her maximum entitlement for a Supplemental Unemployment Benefit (as per (1) above) shall be eligible for subsequent benefits under the plan covering Transitional Assistance with the duration of TA entitlement based on seniority in accordance with the following provisions during the term of the National Agreement:

(i) Employees with one (1) but less than ten (10) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, will be eligible to receive TA Benefit payments for a maximum of 26 weeks:

(ii) Employees with at least ten (10) but less than twenty (20) years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility,

be eligible to receive TA Benefit payments for a maximum of 39 weeks:

(iii) Employees with twenty (20) or more years of seniority as of their last day worked prior to the qualifying layoff shall, upon exhaustion of their SUB Benefit maximum eligibility, be eligible to receive TA Benefit payments for a maximum of 52 weeks.

An employee may elect, prior to becoming eligible for TA Benefits, to opt out of TA Benefits and receive a lump-sum cash payment; in doing so, the employee shall forfeit eligibility for weekly TA Benefit payments, and shall also terminate their seniority and forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TA Benefit for which the employee would otherwise be eligible (i.e. 50 percent of the employee's gross weekly base earnings, based on a 40-hour week, multiplied by either 26, 39 or 52, depending on the employee's seniority). An employee who elects to opt out of the TA will continue to receive health care coverage for the remainder of the months of extended coverage for which he or she would have been eligible, based on years of seniority at the time of layoff, had he or she not elected to opt out of TA.

A TA Opt-Out cash payment is deemed a Separation Payment and as such is subject to the provisions in Article IV. Employees may select only one separation payment.

The parties will work collaboratively with local, state, and national governmental agencies to identify various alternative funding options for retraining employees on qualifying layoff.



### **(3) Limitation of Duration of Benefits for Hourly Employees**

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Hourly Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

### **(4) Limitation of Duration of Benefits for Salaried Employees**

If it appears that total SUB and TA expenditures will exceed the SUB Maximum Financial Liability Cap for Salaried Employees during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

### **(5) Replenishment of Durational Provisions**

The weekly durational provisions of this Article that pertain to the Supplemental Unemployment Benefit (SUB) and Transitional Assistance (TA) benefits shall be replenished as of the effective date of this Agreement.

## **Article IV SEPARATION PAYMENT**

### **(1) Eligibility**

An Employee with one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after October 22, 2015 shall be eligible for a Separation Payment if:

(a) he has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section (3)(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, he accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date he was reinstated, or

(b) he becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that he does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b) above,

(c) he had 1 or more Years of Continuous Service on the last day he was in Active Service, and such Continuous Service has not been broken on or prior to the date on which application is made to the Company; and

(d) he is not eligible to receive a permanent total disability benefit under the Life, Disability and Health Care Benefits Program; and

(e) he has not refused an offer of work pursuant to any of the conditions set forth in Section (3)(b)(3) of Article I, on or after the last day he worked in the Bargaining Unit, and prior to the earliest date on which he can make application; and

(f) he has made application for a Separation Payment prior to 24 months (36 months in the

case of an Employee who has 10 or more years of Continuous Service) from the commencement date of layoff or disability, except that an Employee who meets the requirements of Subsection (1)(b) of this Section may make such application on or before the 30th day following the last month for which he was eligible to receive a Group Extended Disability Benefit under Section VIII of the Life, Disability and Health Care Benefits Program; provided, however, that in the case of layoff no application may be made prior to the completion of 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

The determination of eligibility under this Section (1) shall be based upon the reason for the Employee's last separation from the Company, except that layoff of an Employee during his probationary period at one Plant while retaining his seniority status at another Plant shall not be disqualifying if the Employee was separated because he was unsuited for, or unable to do, work available.

## **(2) Payment**

(a) A Separation Payment shall be payable only from the appropriate Fund and in a lump sum.

### **(b) Determination of Amount**

(1) the Separation Payment payable to an eligible Employee shall be an amount determined by multiplying:

(i) the Employee's Base Hourly Rate as to an Hourly Employee or Base Weekly Salary divided by 40 as to a Salaried Employee by

(ii) the applicable Number of Hours' Pay as shown in the following Table:

### **SEPARATION PAYMENT TABLE**

Years of Continuous Service on Last Day Worked in a Bargaining Unit	Number of Hours' Pay
1 but less than 2	50
2 but less than 3	70
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1,000
20 but less than 21	1,085
21 but less than 22	1,170
22 but less than 23	1,260
23 but less than 24	1,355
24 but less than 25	1,455
25 but less than 26	1,560
26 but less than 27	1,665
27 but less than 28	1,770
28 but less than 29	1,875
29 but less than 30	1,980
30 and over	2,080

(2) A Separation Payment payable hereunder shall be reduced by the amount of any Benefits paid or payable or any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked in the Bargaining Unit, under this Plan and under any other SUB plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(3) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day he worked in the Bargaining Unit:

(i) Years of Continuous Service for purposes of determining the amount of his current Separation Payment shall mean the sum of the Years of Continuous Service used to determine the amount of his prior Separation Payment plus any other Years of Continuous Service which he acquired thereafter and which he has on the last day he was on the Active Employment Roll with respect to his current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on his Years of Continuous Service determined as provided in (i) above, the Number of Hours' Pay used to calculate his prior Separation Payment.

(4) A part-time Hourly Employee (i.e., one who is regularly scheduled to work at least 20 hours but less than 40 hours per week) shall be eligible for a Separation Payment subject to all of the provisions applicable to an Employee except that such Separation Payment shall be reduced in the same ratio as his

scheduled hours of work at time of layoff bears to 40 hours, provided, however, if an Employee has worked as a full-time and part-time Hourly Employee, his Separation Payment shall be computed by multiplying the number of hours' pay indicated by the Employee's Years of Continuous Service on his last day worked in the Bargaining Unit by a fraction the numerator of which is the sum of (a) the number of such years during which he was a full-time Hourly Employee and (b) the number of such years during which he was a part-time Hourly Employee, adjusted by the ratio which his scheduled hours of work in such years bear to 40; and the denominator of which is his Years of Continuous Service on his last day worked in the Bargaining Unit.

### **(3) Effect of Separation Payment on Seniority**

An Employee who accepts a Separation Payment

(i) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply,

(ii) shall cease to be an Employee and shall have the Employee's Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes,

(iii) shall not be eligible to receive a special early retirement under any Company retirement plan,

(iv) shall not be permitted to retire under any Company retirement plan during the Allocation Period following the Termination Date, and

(v) cannot grow-in to retirement if ineligible as of the break in Seniority (but without prejudice to any right to a deferred vested benefit).

An Employee's Allocation Period in weeks shall equal the Employee's Separation Payment divided by one-half the unreduced Regular Benefit the Employee received, or would have received, for the current period of layoff.

An Employee eligible for an immediate pension benefit under the FCA US LLC -UAW Pension Plan, at the time of his/her break in service (due to receipt of a SUB Separation Payment), shall upon completion of the Allocation Period and application for a pension benefit under the FCA US LLC -UAW Pension Plan 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 Plan, such Employees shall not be treated as deferred vested by reason of their receipt of a SUB Separation Payment.

#### **(4) Overpayments**

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and he shall return the amount of the overpayment to the Trustee.

## **(5) Repayment**

If an Employee is again employed by the Company after he has received a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed and no Seniority canceled previously shall be reinstated.

## **(6) Notice of Application Time Limits**

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

## **(7) Armed Services**

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

### **Article V**

## **APPLICATION, DETERMINATION OF ELIGIBILITY, AND APPEAL PROCEDURES FOR BENEFITS AND SEPARATION PAYMENTS**

### **(1) Applications**

#### **(a) Filing of Applications**



An application for a Benefit or Separation Payment may be filed either in person or by mail in accordance with procedures established by the Company. No application for a Benefit shall be accepted unless it is submitted to the Company within 75 calendar days after the end of the Week with respect to which such application is made; provided, however, that if the amount of the applicant's State System Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, he may apply within 75 calendar days after the date on which such basis for eligibility is established.

(b) Application Information

Applications filed for a Benefit or a Separation Payment under the Plan will include:

(1) in writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Benefit or Separation Payment and the amount thereof;

(2) with respect to a Regular Benefit, the exhibition of the Employee's State System Benefit check or other evidence satisfactory to the Company of either:

(i) his receipt of or entitlement to a State System Benefit or;

(ii) his ineligibility for a State System Benefit only for one or more of the reasons specified in Section

(1)(b) of Article I; provided, however, that in the case of State System Benefit ineligibility by reason of the period worked in the Week or pay received from the Company or from any other employer(s) as specified in item (iii) of Section (1)(b) of Article I, State System evidence for such reason of ineligibility shall not be required.

## **(2) Determination of Eligibility**

### **(a) Application Processing by Company**

When an application is filed for a Benefit or Separation Payment under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Benefit or a Separation Payment.

### **(b) Notification to Trustee to Pay**

If the Company determines that a Benefit or Separation Payment is payable, it shall deliver prompt written notice to the Trustee to pay the Benefit or Separation Payment, except for Automatic Short Week Benefits which shall be payable by the Company.

### **(c) Notice of Denial of Benefits or Separation Payment**

If the Company determines that an Employee is not entitled to a Benefit or to a Separation Payment, it shall notify him promptly, in writing, of the reason(s) for the determination.

(d) Union Copies of Applications and Determinations

The Company shall furnish promptly to the Union member of the Local Committee copies of all applications for Separation Payment and all Company determinations of Benefit or Separation Payment ineligibility or overpayment.

**(3) Appeals**

(a) Applicability of Appeals Procedure

(1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section (3).

(2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(b) Procedure for Appeals

(1) First Stage Appeals

(i) An Employee may appeal from the Company's written determination (other than determinations made in connection with Section (1)(b)(xii) of Article I) with respect to the payment or denial of a Benefit or a Separation Payment by filing a written appeal with the Local Committee on a form provided for that purpose. If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be filed directly with the Board. Appeals concerning determinations made in connection with Section (1)

(b)(xii) of Article I (contrary to intent of Plan) shall be made directly to the Board.

(ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination appealed. If the appeal is mailed, the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

(iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve his appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any 2 members of the Local Committee, at the request of the Employee may refer the matter to the Board for disposition.

## (2) Appeals to the Board of Administration

(i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee.

(ii) Appeals shall specify in writing the manner in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

(iii) Appeals by the Local Committee to the Board with respect to the Benefits or Separation Payments shall be made within 20 days following the date the appeal is first considered at a meeting of the Local

Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Benefits or Separation Payments shall be made within 30 days following the date notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

(iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board. These regulations and procedures will provide that in situations where a number of Employees had filed applications for Benefits or Separation Payments under substantially identical conditions, an appeal may be made from the Local Committee to the Board with respect to one of such Employees, and the decision of the Board thereon shall apply to all such Employees.

(v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.

(vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, the Trustee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any Court or Labor Board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.

(vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Board.

(c) **Benefits Payable After Appeal**

In the event that an appeal with respect to entitlement to a Benefit is decided in favor of the Employee, the Benefit shall be paid to him.

(d) With respect to the appeal provisions set forth under this Section (3) only, the term Employee shall include any person who received or was denied the Benefit or Separation Payment in dispute.

**Article VI**  
**ADMINISTRATION OF THE PLAN**

**(1) Powers and Authority of the Company**

(a) **Company Powers**

The Company will have such power and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:

(1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan.

(2) to investigate the correctness and validity of information furnished with respect to an application for a Benefit or Separation Payment.

(3) to make initial determinations with respect to Benefits or Separation Payments.

(4) to establish reasonable rules, regulations and procedures concerning:

(i) the manner in which and the times and places at which applications shall be filed for Benefits or Separation Payments, and

(ii) the form, content and substantiation of applications for Benefits or Separation Payments.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board.

(5) to designate an office or department at each Plant, or in the alternative a location in the general area of such Plant, where Employees laid off from the Plant may appear for the purpose of complying with the Plan requirements; it being understood that a single location may be established to serve a group of Plants within a single area.

(6) to establish appropriate procedures for giving notices required to be given under the Plan.

(7) to establish and maintain necessary records.

(b) Company Authority

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and

layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

## **(2) Board of Administration of the Plan**

### **(a) Composition and Procedure**

(1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) The members of the Board shall appoint an Impartial Chairman, who shall serve until requested in writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairman, the Impartial Chairman under the Collective



Bargaining Agreement shall make the appointment; provided, however, that the Company and Union members may, by agreement, request such Impartial Chairman to serve as the Impartial Chairman of the Board. The Impartial Chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which other members of the Board shall have been unable to dispose of by majority vote, except that the Impartial Chairman shall have no vote concerning determinations made in connection with Section (1) (b)(xii) of Article I (contrary to intent of Plan).

(3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes; the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) Neither the Board nor any Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

(b) Powers and Authority of the Board

(1) The Board shall have discretionary authority to interpret the Plan. Any Board interpretation or Board determination shall be given full force and effect unless it can be shown that the interpretation or determination is arbitrary and capricious. It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Benefit or Separation Payment under the terms of the Plan, and, if so, the amount of the Benefit or Separation Payment. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section (3) (b) of Article V.

(2) The Board shall be empowered and authorized and shall have jurisdiction:

(i) to hear and determine appeals by Employees;

(ii) to obtain such information as the Board shall deem necessary in order to determine such appeals;

(iii) to prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;

(iv) to direct the Company to pay Automatic Short Week Benefits, or to notify the Trustee to pay other Benefits or Separation Payments, pursuant to determinations made by the Local Committee or the Board;

(v) to prepare and distribute information explaining the Plan;

(vi) to rule upon disputes as to whether any Short Workweek resulted from an act of God as defined in Article VII, Section (2)(a)(2)(iv);

(vii) to rule upon disputes as to whether any Short Workweek is deemed to be Scheduled or Unscheduled; and

(viii) to perform such other duties as are expressly conferred upon it by the Plan.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Benefits or Separation Payments as provided for therein or any other provision of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

(i) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in Section (3)(b) of Article V;

(ii) whether the claimant is an eligible Employee with respect to the Benefit or Separation Payment claimed and, if so,

(iii) the amount of any Benefit or Separation Payment payable; and

(iv) whether a protest of an Employee's State System Benefit by the Company is frivolous.

(4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board established procedures.

(5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.

(6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

(7) The Board shall provide for a Local Committee at each Plant of the Company to handle appeals from determinations as provided in Section (3)(b)(1) of Article V, except determinations made in connection with Section (1)(b)(xii) of Article I (contrary to intent of Plan).

(i) The Local Committee shall be composed of 2 members designated by the Company members of the Board and 2 members designated by the Union members of the Board. Either the Company or Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

(ii) Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be by a majority of the votes cast.

### **(3) Determination of Dependents**

In determining an Employee's Dependents for purpose of Regular Benefit determination, the Company (and the Board) shall be entitled to rely upon the official form filed by the Employee with the Company for enrollment for Group Hospital, Surgical, Medical, Drug, Dental, Vision and Hearing Coverage. The Employee shall have the burden of establishing that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

### **(4) To Whom Benefits and Separation Payments are Payable in Certain Conditions**

Benefits and Separation Payments shall be payable only to the eligible Employee except that if the Board shall find that the Employee is deceased or is unable to manage his affairs for any reason, any Benefit or Separation Payment payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Benefit or Separation Payment so paid shall be a complete discharge of any liability with respect to such Benefit or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

## **(5) Non-alienation of Benefits and Separation Payments**

Except, as otherwise provided under Article VIII, Section (6) of this Plan, no Regular Benefit, Leveling Week Benefit, Alternate Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind other than an Authorization for Check-Off of Dues, and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any such Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in such Benefit or Separation Payment and apply the amount of such Benefit or Separation Payment to or for the benefit of the Employee, his spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit or Separation Payment.

## **(6) Applicable Law**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of Michigan, except that the eligibility of an Employee for, and the amount and duration of, State System Benefits shall be determined in accordance with the state laws of the applicable State System.

## **(7) Named Fiduciaries**

There shall be three Named Fiduciaries under this Plan. All of the fiduciary responsibilities of the Union under this Plan are hereby allocated to the Director, Chrysler Department, UAW. All of the fiduciary responsibilities of the Company under this Plan are hereby allocated as follows:

(i) The Pension Investment Committee created by the Board of Directors of FCA US LLC shall have the fiduciary responsibilities set out in Section (1) of Article VII of selecting and appointing the qualified bank or banks or qualified trust company or companies to act as Trustee or Trustees of the Hourly Fund and the Salary Fund, and of removing any Trustee or Trustees, of selecting successors, and of determining the form and terms of the trust agreement with the Trustee or Trustees, and said Pension Investment Committee shall have no other fiduciary responsibilities under this Plan.

(ii) All of the fiduciary responsibilities of the Company under this Plan not hereinabove specifically allocated to said Pension Investment Committee are hereby allocated to the Employee Benefits Committee of FCA US LLC.

In carrying out the fiduciary responsibilities established under this Plan:

(a) Any one of the three Named Fiduciaries under this Plan may allocate any or all of its fiduciary responsibilities to any one or both of the other Named Fiduciaries. Any such allocation shall be effective only

if accepted in writing by the Named Fiduciary to whom the fiduciary responsibility has been allocated.

(b) Any one of the three Named Fiduciaries under this Plan may designate persons (other than one or both of the other Named Fiduciaries) to carry out the fiduciary responsibilities under this Plan of the Named Fiduciary making such designation.

(c) Any allocation set forth in Paragraph (a) above or any designation set forth in Paragraph (b) above shall be set forth in writing.

(d) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

(e) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Paragraph (b) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

(f) The Company, by resolution adopted by the Pension Investment Committee, may appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Plan.



## **Article VII**

### **Financial Provisions and Reports**

#### **(1) Establishment of Funds**

The Company shall establish and maintain two separate and distinct trust funds, an Hourly Fund and a Salary Fund, in accordance with this Plan, with a qualified bank or banks or a qualified trust company or the Company. The same Trustee may but need not be appointed for both Funds. The Company's contributions shall be made into the Funds. Benefits and Separation Payments shall be payable only from the Funds, except for Automatic Short Week Benefits which shall be payable by the Company. The Company shall provide in the trust agreement that the assets of the Funds shall be held in cash or invested only in:

(i) obligations issued or guaranteed by the United States Government; and/or

(ii) prime quality short-term obligations such as commercial paper, bankers acceptances, certificates of deposit, or similar investments, and/or

(iii) a common, collective or commingled investment fund consisting of any combination of the investments under (i) and (ii) above; irrespective of the rate of return thereon, and without any absolute or relative limit upon the amount that may be invested. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

The Trustee or Trustees from time to time may settle its or their accounts in the manner provided by the trust agreement by service of a copy of the accounts upon the Board, the Union and the Company. The Company or the Union or the Board may object to the accounts within 90 days after service. Otherwise the accounts shall be final and shall be binding upon the Company, the Union, Employees, former Employees, laid off Employees and the Trustee or Trustees. In any proceeding for the settlement of the accounts of the Trustee or Trustees, or concerning the administration of the Funds, service of notice or process on the Union members of the Board shall be deemed, for all purposes, service on the Union, the Employees, former Employees, and laid off Employees.

## **(2) Company Contributions**

### **(a) Hourly Fund**

#### **(1) General**

As of **October 22, 2015**, all Company contribution provisions and requirements under the 1988, 1990, 1993, 1996, 1999, 2003, 2007 **and 2011** (as amended per the 2009 Settlement Agreement) SUB Plans shall cease and no further contributions as previously required shall be placed into the Hourly Fund. The Hourly Fund balance, shall be used to pay Regular Benefits and Separation Payments due and payable under this **2015** Plan.

#### **(2) Hourly Fund Level and Required Contributions**

(i) The Company will make periodic weekly contributions to the Hourly Fund to maintain the Hourly

Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.

(ii) After each calendar year, the Company shall reduce the charges to the SUB Maximum Financial Liability Cap for Hourly Employees by an amount, if any, by which (aa) the total dollar amount of Unscheduled Short Week Benefits paid during Pay Periods beginning in the preceding calendar year (excluding any such Benefit paid for a layoff resulting from an act of God, as defined below, or part of such Benefit attributable to the period during which the act of God continues to necessitate the layoff) exceeds (bb) the amount determined by multiplying six cents (\$.06) by the total hours for which Employees received pay from the Company during Pay Periods beginning in such calendar year.

The term "act of God" as used in this subsection means an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts.

(3) SUB Maximum Financial Liability Cap for Hourly Employees

Any amounts determined under Section 2(a)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Hourly Employees of \$256 million plus any additional amount (not to exceed \$51 million)

generated by the formula under Section 3(d)(1) of this Article VII.

(4) If the Company at any time shall be required to withhold any amount from any contribution to the Hourly Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Hourly Employees as defined under Subparagraph (3) above.

(b) Salary Fund

(1) General

As of October 22, 2015, all Company contribution provisions and requirements under the 1988, 1990, 1993, 1996, 1999, 2003, 2007 and 2011 (as amended per the 2009 Settlement Agreement) SUB Plans shall cease and no further contributions as previously required shall be placed into the Salary Fund. The Salary Fund balance shall be used to pay Regular Benefits and Separation Payments due and payable under this 2015 Plan.

(2) Salary Fund Level and Required Contributions

(i) The Company will make periodic weekly contributions to the Salary Fund to maintain the Salary Fund at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable.

### (3) SUB Maximum Financial Liability Cap for Salaried Employees

Any amounts determined under Section 2(b)(2) above, plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company (excluding any VTEP payments), are subject to, and limited by, in the aggregate, the SUB Maximum Financial Liability Cap for Salaried Employees of \$26 million plus any additional amount (not to exceed \$5 million) generated by the formula under Section 3(d)(2) of this Article VII.

(4) If the Company at any time shall be required to withhold any amount from any contribution to the Salary Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the SUB Maximum Financial Liability Cap for Salaried Employees as defined under subparagraph (3) above.

### **(3) Liability**

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to this Plan, constitute the entire Plan. The provisions of this Article with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments.

The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities

held in any Fund; and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

(b) The Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(d) Financial Liability

(1) Hourly Fund

The Company's total financial liability for the cost of the SUB Plan, including Company contributions (as determined under Section 2(a)(2)) to the Hourly Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Hourly Employees. Such Cap shall be established at \$256 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly

expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$51 million.

## (2) Salary Fund

The Company's total financial liability for the cost of the SUB Plan, including Company contributions (as determined under Section 2(b)(2)) to the Salary Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements (excluding any VTEP payments) attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap for Salaried Employees. Such Cap shall be established at \$26 million on the Effective Date of the Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (aa) the average monthly expenditure up to that point in the Agreement, or (bb) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of the number of months, and fraction thereof, remaining until expiration of the Agreement, or 12.

Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$5 million.

#### **(4) No Vested Interest**

No Employee shall have any right, title, or interest in or to any of the assets of any Fund, or in or to any Company contribution thereto.

#### **(5) Company Reports**

The reports provided for in this Section shall be furnished separately, where appropriate, for Hourly Employees and Salaried Employees, respectively. Not later than the third Tuesday following the first Monday of each month, the Company shall furnish a statement to the Union showing:

##### Hourly Employees

##### A. Contributions

1. Total weekly contributions paid

##### B. Payments - Amount

1. Trust Fund Payments

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Benefit overpayments recovered

Separation payments

Net trust fund payments

2. Company payments

Unscheduled short week benefits

Scheduled short week benefits

Total Company payments

3. Total payments



- C. Payments - Number
  - 1. Trust fund payments
    - SUB payments Indefinite Layoff
    - SUB payments Temporary Layoff
    - TA payments Indefinite Layoff
    - TA payments Temporary Layoff
    - Total regular payments
    - Separation payments
    - Total trust fund payments
  - 2. Company payments
    - Unscheduled short week benefits
    - Scheduled short week benefits
    - Total Company payments
  - 3. Total payments
- D. Number of Employees
  - 1. Active
  - 2. Layoffs - Indefinite
    - Temporary
    - Total
  - 3. Total Employees
- E. Total number of hours for which Employees received pay
- F. SUB Maximum Financial Liability
  - 1. Balance at beginning of month
  - 2. Less charges to Cap
    - a. Periodic weekly contributions  
(Article VII, Section 2(a)(2)(i))
    - b. Company payments  
(Article VII, Section 2(a)(3))
    - c. Total Charges
  - 3. Plus credits to the Cap
    - a. Excess short week benefits  
(Article VII, Section (2)(a)(2)(ii))
    - b. Total credits
  - 4. Balance at end of month

The information shown in the report under A. Contributions, B. Payments - Amount, C. Payments Number, and E. Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

### Salaried Employees

#### A. Contributions

1. Total weekly contributions paid

#### B. Payments - Amount

1. Trust Fund Payments

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Benefit overpayments recovered

Separation payments

Net trust fund payments

2. Company payments

Unscheduled short week benefits

Scheduled short week benefits

Total Company payments

3. Total payments

#### C. Payments - Number

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

TA payments Temporary Layoff

Total regular payments

Separation payments

Total trust fund payments

1. Trust fund payments

SUB payments Indefinite Layoff

SUB payments Temporary Layoff

TA payments Indefinite Layoff

- TA payments
    - Temporary Layoff
    - Total regular payments
    - Separation payments
    - Total trust fund payments
  - 2. Company payments
    - Unscheduled short week benefits
    - Scheduled short week benefits
    - Total Company payments
  - 3. Total payments
- D. Number of Employees
  - 1. Active
  - 2. Layoffs - Indefinite
    - Temporary
    - Total
  - 3. Total Employees
- E. Total number of hours for which Employees received pay
- F. SUB Maximum Financial Liability
  - 1. Balance at beginning of month
  - 2. Less charges to Cap
    - a. Periodic weekly contributions  
(Article VII, Section 2(b)(2)(i))
    - b. Company payments  
(Article VII, Section 2(b)(3))
    - c. Total Charges
  - 3. Plus credits to the Cap
  - 4. Balance at end of month

The information shown in the report under A. Contributions, B. Payments - Amount, C. Payments - Number and E. Total number of hours for which Employees received pay shall be shown by week with totals by month, year-to-date and contract-to-date.

G. The Company shall furnish to the Union and the Board quarterly a listing by Plant showing the

names of the persons who, during the preceding calendar quarter, accepted a Separation Payment, together with the Number of Hours' Pay, deductions, gross and net amounts applicable to each such Separation Payment.

H. On or before October 15 of each year, the Company shall furnish to the Union a report, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished by the Company for the preceding year regarding the monthly charges and credits against the SUB Maximum Financial Liability Caps for Hourly and Salaried Employees.

I. The Company or the Trustee shall furnish annually to each Employee who received Benefits or a Separation Payment, or both, during the year, a statement showing the total amount received and any amount of tax withheld therefrom.

J. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year.

K. On or before October 15 of each year, the Company shall furnish to the Union a statement showing the average State System Benefit received by Employees for weeks with respect to which they received Regular Benefits paid without reduction for Other Compensation as defined in Section (3)(a) of Article II during the preceding year.

L. The Company shall comply with reasonable requests by the Union for other statistical information

on the operation of the Plan which the Company may have compiled.

## **(6) Cost of Administering the Plan**

### **(a) Expenses of Trustee**

The costs and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the respective Funds.

### **(b) Expenses of the Board**

The compensation of the Impartial Chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

The Company members and the Union members of the Board and of Local Committees shall serve without compensation from any Fund.

### **(c) Cost of Services**

The Company shall be reimbursed each year from the Funds for the cost to the Company of bank fees and auditing fees.

## **(7) Benefits and Separation Payment Drafts Not Presented**

The right of an Employee to receive a Benefit or a Separation Payment shall cease and be considered

for all purposes as though such right had never existed if, prior to the second anniversary of the date a draft for such Benefit or Separation Payment was issued to such Employee, such draft is, for any reason, not presented for acceptance by the bank on which it was drawn. Any portion of a Fund segregated by the Trustee or Company in connection with such Benefit or Separation Payment shall revert to such Fund.

## **Article VIII MISCELLANEOUS**

### **(1) General**

#### **(a) Purpose of Plan**

It is the purpose of this Plan with respect to payment of Regular Benefits and Separation Payments to supplement State System Benefits and not to replace or duplicate them.

#### **(b) Receipt of Benefits and Separation Payments**

Neither the Company's contributions nor any Regular Benefit or Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose (except as Separation Payments, paid under Article IV, Section (1)(a), and Regular Benefits are treated as if they were "wages" solely for purposes of Federal income tax withholding). No person who receives any Regular Benefit or Separation Payment shall for that reason be deemed an Employee of the Company on during such period.

## **(2) Effect of Revocation of Federal Rulings**

If any rulings which have been or may be obtained by the Company holding

(a) that contributions to the Fund shall constitute currently deductible expenses under the Internal Revenue Code, as now in effect or as it may be hereafter amended, or under any other applicable federal income tax law, or

(b) that no part of any such contributions shall be included for purposes of the Fair Labor Standards Act in the regular rate of any Employee, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Collective Bargaining Agreement) except for the purposes of disposing of the assets of the Fund as set forth in Section (4)(b) of this Article.

## **(3) Alternate Benefits**

With respect to any state in which Supplementation is not permitted, the parties shall endeavor to negotiate an agreement establishing a plan for Alternate Benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an Employee who is ineligible to receive a State System Benefit for any of the reasons stated in Section (1)(b) of Article I of the Plan. Such Employee if otherwise eligible, may apply for and receive a Regular Benefit under the Plan. Automatic Short Week Benefits will be payable to an eligible Employee in such state.

#### **(4) Amendment and Termination of the Plan**

(a) So long as any Collective Bargaining Agreement of which this Supplemental Unemployment Benefit Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement.

Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

(b) Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Funds shall be used to pay expenses of administration and to pay Benefits to eligible Employees for a period of one year following termination, if not sooner exhausted. At the expiration of the one year period, the parties shall endeavor to negotiate a program for the orderly disposition of any remaining assets of the Funds for Employee benefits not inconsistent with the purposes of the Plan.

#### **(5) Change in Status of Hourly or Salaried Employee**

(a) Special Terms Defined

As used in this Section, the term



(1) "Change in Status" means a change in the status of a person from that of an Hourly Employee to that of a Salaried Employee, or from that of a Salaried Employee to that of an Hourly Employee;

(2) "Prior Fund" means the Hourly Fund and "New Fund" means the Salary Fund in the case of Change in Status of an Hourly Employee to a Salaried Employee; and "Prior Fund" means the Salary Fund and "New Fund" means the Hourly Fund in the case of a Change in Status from Salaried Employee to an Hourly Employee.

(b) Payment of Benefits After a Change in Status

(1) The Employee's SUB entitlement will not change as a result of Change in Status.

(2) After a Change in Status of an Employee, any Benefit payable to such Employee shall be payable from the New Fund (except for Automatic Short Week Benefits which shall be payable by the Company); however, if an Employee claims when making application for a Benefit and it is established to the satisfaction of the Company that such Employee experienced a Change in Status within one calendar year preceding his last day worked in the Bargaining Unit, such Employee shall be entitled, if and to the extent that he would have been eligible for Benefits from the Prior Fund if there had been no Change in Status, to such Benefits from the Prior Fund for any layoff commencing within a year following such Change in Status.

## **(6) Recovery of Other Benefit Plan or Program Overpayments**

The Company or the trustee, at the direction of the Company, shall make an appropriate deduction or deductions from any future benefit payments payable to the Employee under this Plan for purposes of recovering overpayments made to the Employee under any FCA US LLC Employee benefit plan. Amounts so deducted shall be remitted by the trustee to the applicable benefit plan. The Company or trustee, as applicable, by such remittance, shall be relieved of any further liability with respect to such payments.

### **Article IX DEFINITIONS**

**(1) "Active Service"** - An Employee is in Active Service in any Pay Period for which he draws pay; and for the sole purpose of Section (1)(b) of Article IV, an Employee shall be deemed also to be in Active Service:

(a) while he is on an authorized vacation,

(b) while he is on an authorized leave of absence (other than a medical leave) which is limited, when issued, to 90 days or less,

(c) during the first 90 days he is on a medical leave of absence,

(d) while he is on a temporary layoff,

(e) while he is on a disciplinary layoff,

(f) while he is absent without leave up to 10 calendar days from his last day worked, or

(g) while he is on strike.

**(2) "Advance Credit Account"** means the amount provided under the 1988 SUB Plan.

**(3) "Bargaining Unit"** means a unit of Employees covered at the particular time by a Collective Bargaining Agreement between the Company and the Union.

**(4) "Base Hourly Rate"** (excluding cost-of-living allowance and any other premiums) as to an Hourly Employee means:

(a) with respect to a Regular Benefit or Separation Payment, the Employee's straight-time hourly rate on his last day of work in the Bargaining Unit; except, that if he

(i) had a higher straight-time hourly rate of record in 1 or more specified Bargaining Units at any time during the 13 consecutive Weeks ending with the Week which includes his last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate; or

(ii) worked on incentive or piece work in at least 4 Pay Periods in 1 or more specified Bargaining Units during the 13 Week Period, Base Hourly Rate shall be the Employee's average earned hourly rate for the last 4 Pay Periods in which he worked in the Bargaining Unit(s) and for which he had any incentive earnings or, if higher, the Employee's average earned hourly rate for the first 4 Pay Periods worked in the

Bargaining Unit(s) and for which he had any incentive earnings during the 13 Week Period; provided, however, that if it is established that during the 13 Week Period the Employee worked in less than 4 Pay Periods but during each such Pay Period worked on incentive or piece work, the Employee's Base Hourly Rate shall be his average earned hourly rate for such Pay Periods. Such average earned hourly rate shall be computed by dividing the Employee's total straight-time hourly earnings (excluding any premiums) for all hours worked during the applicable 4 Pay Periods by the total number of straight-time hours worked during such Pay Periods;

(b) with respect to an Automatic Short Week Benefit, the highest straight-time hourly rate paid the Employee in the Bargaining Unit during the Pay Period in which the Short Workweek occurs; and, for an Employee who worked on incentive or piece work at any time during the Pay Period in which the Short Workweek occurs, the average straight-time hourly earned rate for his last Pay Period worked in the Bargaining Unit immediately preceding the week in which the Short Workweek occurs;

(c) the Base Hourly Rate determined under (a) or (b) above, shall be adjusted to include:

(1) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Benefit is paid, and, for a Separation Payment, any such allowance in effect with respect to the last day worked in the Bargaining Unit, and

(2) with respect to Benefits, the amount of any improvement factor increase which became effective

(pursuant to the Collective Bargaining Agreement) after the day or period used to establish his Base Hourly Rate. In such event the amount of annual improvement factor increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which his Base Hourly Rate was determined under (a) or (b) above. The Base Hourly Rate adjustment due to the annual improvement factor increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such annual improvement factor increase became or becomes effective.

**(5) "Base Weekly Salary"** (excluding cost-of-living allowance and any other premiums) as to a Salaried Employee means:

(a) with respect to a Regular Benefit or Separation Payment the Employee's weekly salary during the Pay Period in which he last worked in the Bargaining Unit; except that if an Employee had a higher weekly salary of record in one or more specified Bargaining Units during the 13 Week Period, Base Weekly Salary shall be such higher weekly salary;

(b) with respect to an Automatic Short Week Benefit, the highest weekly salary paid the Employee in the Bargaining Unit during the Pay Period in which the Short Workweek occurs;

(c) the Base Weekly Salary determined under (a) and (b) above shall be adjusted to include:

(1) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which

the Benefit is paid, and for a Separation Payment, any such allowance in effect with respect to the last day worked in the Bargaining Unit, and

(2) with respect to Benefits the amount of any annual improvement factor increase which became effective (pursuant to the Collective Bargaining Agreement) after the Pay Period used in establishing his Base Weekly Salary. The Base Weekly Salary adjustment due to the annual improvement factor increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such annual improvement factor increase became or becomes effective.

**(6) "Benefit"** means an Alternate Benefit, an Automatic Short Week Benefit, a Leveling Week Benefit, a Regular Benefit or a Transitional Assistance Benefit, or any 2 or more as indicated by the context:

**(a) "Alternate Benefit"** means the benefit payable to an eligible Employee, in certain circumstances, in a State which does not permit Supplementation;

**(b) "Automatic Short Week Benefit"** means the benefit payable to an eligible Employee for a Short Workweek;

**(c) "Leveling Week Benefit"** means the Regular Benefit payable to an eligible Employee because, with respect to the Week, he was serving a State System "waiting week" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement;

**(d) "Regular Benefit"** means the benefit payable to an eligible Employee for a Week of layoff in which he performed no work for the Company, and received no jury duty pay, bereavement pay or military pay from the Company or for which he received holiday pay from the Company, if he was not eligible for an Automatic Short Week Benefit for such Week.

**(7) "Board"** means the Board of Administration under the Plan.

**(8) "Collective Bargaining Agreement"** means any collective bargaining agreement between the Company and the Union which is in effect at the particular time and which incorporates this Plan by reference.

**(9) "Compensated or Available Hours"** for a Week shall be the sum of:

(a) all hours for which an Employee receives pay from the Company (excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as 1 hour; and

(b) all hours represented by payments to a Salaried Employee for casual absences or under the Salary Continuation Plan; and

(c) all hours scheduled for or made available to the Employee by the Company but not worked by him (including any period on leave of absence) provided, however, if the hours made available but not worked were:

(i) straight-time hours which the Employee has an option to refuse under an approved local

supplemental seniority agreement or which he could refuse without disqualification under Section (3)(b)(3) of Article I, or

(ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Physician, such hours are not to be considered as hours made available by the Company; and

(d) all hours not worked by the Employee because of any of the reasons disqualifying the Employee from receiving a Benefit under Section (3)(b)(2) of Article I; and

(e) all hours not worked by the Employee which are in accordance with a written agreement between the Labor Relations Supervisor or his designated representative and Plant Shop Committee or which are attributable to absenteeism of other Employees; and

(f) with respect to a part-time Hourly Employee (i.e., one who is regularly scheduled to work 20 or more hours but less than 40 hours per Week and who receives pay for less than 40), the number of hours equal to the difference between such Employee's regularly compensated hours during a Workweek and 40.

**(10)"Continuous Service"** or "Years of Continuous Service" means, for the purpose of this Plan, the total years of the latest period of unbroken service with the Company.



**(11)"Company"** means FCA US LLC.

**(12)"Dependent"** means a spouse or a person defined as a dependent under the Internal Revenue Code.

**(13)"Effective Date"** means October 22, 2015.

**(14)"Employee"** means an Employee in a Bargaining Unit.

**(a) "Hourly Employee"** means an Employee who at the particular time is paid on an hourly basis;

**(b) "Salaried Employee"** means an Employee who at the particular time is paid on a salary basis.

**(15)"Fund"** means the Hourly Fund or the Salary Fund established under the Plan to receive and invest Company contributions and to pay Benefits and Separation Payments:

**(a) "Hourly Fund"** means the Fund which receives Company contributions and from which Benefits and Separation Payments may be payable to Hourly Employees;

**(b) "Salary Fund"** means the Fund which receives Company contributions and from which Benefits and Separation Payments may be payable to Salaried Employees.

**(16)"Guaranteed Benefit Account"** means the amount provided under the 1988 SUB Plan.

**(17)"Labor Market Area"** means the areas as indicated in the 2015 FCA US LLC -UAW National Agreement.

**(18)"Life, Disability and Health Care Benefits Program"** means the program incorporated into the Collective Bargaining Agreement as Exhibit B.

**(19)"Local Committee"** means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations.

**(20)"Pay Period"** means as to an Hourly Employee a period beginning 12:01 a.m. Monday and ending 168 hours thereafter; as to a Salaried Employee a period beginning 12:01 a.m. Monday and ending 336 hours thereafter.

**(21)"Plan"** means the amended Supplemental Unemployment Benefit Plan as set forth in this Exhibit D.

**(22)"Plant"** means any manufacturing or assembly plant, office, parts depot, or other Company activity at which there are Employees.

**(23)"Seniority"** means seniority status under a Collective Bargaining Agreement; and "Break in Seniority" means break in or loss of Seniority pursuant to a Collective Bargaining Agreement.

**(24)"Separation Payment"** means a lump sum amount payable to an eligible person by reason of qualified layoff and certain separations from the Company.

**(25)"Short Workweek"** means a Workweek during which an Employee has less than 40 Compensated or Available Hours and

(a) during which he performs some work for the Company or

(b) during which he receives some jury duty pay, bereavement pay or military pay from the Company or

(c) for which he receives only holiday pay from the Company and, for the immediately preceding Week, he either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours.

(d) "Scheduled and Unscheduled Short Workweeks" mean:

(1) For purposes of the Plan, a Scheduled Short Workweek with respect to an Employee is a Short Workweek which Management schedules in order to reduce the production of the Plant, department, or other unit in which the Employee works, to a level below the level at which the production of such Plant, department, or unit would be for the Week were it not a Short Workweek, but only where such reduction of production is for the purpose of adjusting production to customer demand, or in the case of a Salaried Employee whose work is not closely related to production, is any Short Workweek, other than described in Subsection 2(ii) or 2(iii) below, and other than a Short Workweek which Management schedules because of circumstances beyond its control (such circumstances would include but are not limited to fires, floods, material shortages, or labor disputes), if

such circumstances prevent the Salaried Employee from performing his normal work.

(2) For purposes of the Plan, an **Unscheduled Short Workweek** with respect to an Employee is any Short Workweek:

(i) which is not a **Scheduled Short Workweek** as defined in subparagraph (1) of this subsection; or

(ii) in which an Employee returns to work from layoff to replace a separated or absent Employee (including an Employee failing to respond or tardy in responding to recall), or returns to work, after a full Week of layoff, in connection with an increase in production, but only to the extent that the Short Workweek is attributable to such cause; or

(iii) in which the Employee last works during the 2 weeks immediately preceding the end of a model run in his department or in which he returns to work during the 6 weeks immediately following the start of a new model run in his department but not to exceed 1 week in each case within a calendar year.

(3) For any Short Workweek which includes both **Scheduled** and **Unscheduled Short Workweek** circumstances with respect to an Employee,

(i) the number of hours by which 40 exceeds the **Compensated** or **Available Hours** will be deemed to be hours for which a **Benefit** for a **Scheduled Short Workweek** is paid to the extent that such hours do not exceed the hours not worked for reasons set forth in subparagraph (l) of this Definition, and

(ii) any remaining hours will be deemed to be hours for which a Benefit is paid for an Unscheduled Short Workweek.

**(26)"State System"** means any system or program established pursuant to any state or federal law for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test. State System also includes:

(a) any system or program established by law to supplement, replace or extend the benefits available under any state or federal laws for paying benefits to persons on account of their unemployment (such as the Trade Readjustment Allowances provided under the Federal Trade Expansion Act of 1962, as amended, and the Trade Act of 1974), or

(b) any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowances. "State System Benefit" means a lost time benefit which an Employee received under a workers' compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life, Disability and Health Care Benefits Program, and an unemployment benefit payable under a State System, including any dependency allowances and training allowances but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any "back to work" payment for a week made, in addition to the regular State System Benefit otherwise payable for such week, to an applicant who has been on layoff

for a prescribed number of weeks and returns to full-time work within a prescribed period. If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.

**(27)"SUB Maximum Financial Liability Cap for Hourly Employees"** means the amount available for SUB benefits as described under Article VII, Section 2(a)(3).

**(28)"SUB Maximum Financial Liability Cap for Salaried Employees"** means the amount available for SUB benefits as described under Article VII, Section 2(b)(3).

**(29)"Supplementation"** means recognition of the right of a person to receive both a State System Benefit and a Regular Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the State System Benefit because of the payment of the Regular Benefit under the Plan.

**(30)"Trustee"** means the trustee or trustees of any Fund established under the Plan.

**(31)"Union"** means International Union, UAW.

**(32)"Week"** when used in connection with eligibility for and computation of Benefits with respect to an Employee means:

(a) a period of layoff equivalent to a Workweek,  
or

(b) a Workweek for which the total pay received or receivable by an Employee from the Company (excluding payment in lieu of vacation), and any amount of pay for hours made available by the Company but not worked, (excluding however, hours not worked which the Employee had an option to refuse under the Collective Bargaining Agreement or could refuse without disqualification under Section (3)(b)(3) of Article I) is less than the benefit amount described in Article II, Section 1(a) or

(c) A Short Workweek.

**(33)"Week of Layoff"** shall include any such Week; provided, however, that if there is a difference between the starting time of a Workweek and of a week under an applicable State System, the Workweek shall be paired with the State System week which corresponds most closely thereto in time; except that if an Employee is ineligible for a State System Benefit because of any of the reasons set forth in Section (1)(b) of Article I (excluding the reasons under items (iii) and (iv) thereof) for the entire continuous period of layoff, the week under the State System shall be assumed to be the same as the Workweek. If an Employee becomes ineligible for a State System Benefit because of reasons set forth in Section (1)(b) of Article I, excluding items (iii) and (iv) thereof, during a continuous period of layoff, the week under the State System shall be assumed to continue to be, for the duration of the layoff period during which he remains so ineligible, the 7-day period for which a State System Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an Employee is ineligible

for a State System Benefit because of the reason set forth in item (iii) of Section (1)(b) of Article I, the Week under the State System shall be assumed to be the 7-day period which would have been used by the State System if the Employee had applied for a State System Benefit on the first day of partial or full layoff in the Workweek and had been eligible otherwise for such State System Benefit.

**(34)"Weekly After-Tax Pay"** means the amount of an Employee's Weekly Straight-Time Pay reduced by the sum of all Federal, state and municipal taxes and contributions which would be required to be collected, deducted or withheld by the Company from a regular weekly wage of such amount if paid to him for the last Pay Period he worked in the Bargaining Unit.

**(35)"Weekly Straight-Time Pay"** means an amount equal to an Hourly Employee's Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40 (or in the case of a part-time Hourly Employee, by the number of hours he is regularly scheduled to work during a Workweek); or to a Salaried Employee's Base Weekly Salary (as determined for a Regular Benefit).

**(36)"Workweek"** means a period beginning at 12:01 a.m. Monday and ending 168 hours later.



October 14, 1996  
(1) Workers' Compensation

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During the current negotiations the Union expressed some concern regarding a possible interpretation of the provisions of Article I, Section (3)(b)(4)(i) of the SUB Plan which could result in denying a Benefit to an otherwise eligible Employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of Article I, Section (3)(b)(4)(i) of the Plan will not be interpreted to disqualify an Employee on layoff from Benefits solely because he is eligible for or claiming a permanent partial or scheduled loss benefit under a Workers' Compensation law or other law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the Employee from working.

Yours very truly,  
CHRYSLER CORPORATION  
By J.A. Glotzbach

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula  
(November 5, 1976 - Douglas A. Fraser/William J. Fisher/Arthur Hughes)

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

During the present negotiations, you requested an explanation as to how Company determinations are made that Employees are or are not on a qualifying layoff, within the meaning of Article I, Section (3) of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an act of God.

In making these decisions, the Company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local government agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of Employees, that any motorist will receive a substantial fine for any driving in the affected area.
- Disaster area declarations.
- Weather related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closing in the vicinity of the facility which prevent reasonable access to the facility.

- Effect of severe weather on the facility, e.g., collapsed walls, power outages, inability to move stock, etc.
- School closing.
- Airport closing.
- Government office closing.
- Postponement or cancellation of public or private events.
- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the plant and other Company facilities in the area.
- No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based on the pertinent factors listed above, on Employees and facilities.

With respect to a day during which a plant operates in an area in which severe weather conditions have occurred, if more than forty percent (40%) of the Employees scheduled to report for work on a shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed by the Unemployment Benefits Section of the Employee Relations Office and a decision shall be made by the Employee Relations Office with respect to any SUB Benefit eligibility for any Employee for such day.

It was also agreed by the parties during these negotiations that an Employee who reports for work on a day for which a Company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to Employees in such plant who did not report for work, all hours worked by such reporting Employee will be disregarded in calculating Compensated or Available hours for the Week and such Employee shall be deemed to be on qualifying layoff for the shift.

The parties further agree that during a week for which a Company determination is made that a qualifying layoff by reasons of severe weather exists at a Company facility, any overtime hours worked during that same pay period by Employees from that same Company facility shall be excluded from the count of Compensated or Available Hours for that pay period.

The parties have also agreed that the special severe weather consideration associated with Short Week Benefits (SWW) will also take effect on any day and shift for which Plant Management gives notification by public announcement or otherwise of a shutdown of operations due to severe weather prior to the start of such shift.

Such consideration will only apply to employees working or scheduled to work on the shift/crew and on the date at the specific location that has been shut down due to severe weather conditions.

This Agreement will not apply to other FCA US LLC facilities that may be in the same general vicinity but have not cancelled operations.

Yours very truly,  
FCA US LLC  
By Glenn Shagena

October 14, 1996  
(12) AutoSUB

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the Corporation and Union recognized the need to improve the timeliness and accuracy of SUB Regular Benefit payments and to improve the efficiency of the application procedure.

The parties agreed to pursue the implementation of an Automated SUB Regular Benefit Application Procedure. The procedure would be implemented initially in Michigan with roll out to other states on a mutually agreed basis as these other states develop the ability to provide the requisite information to the Corporation.

The automated procedure would be applicable to laid off Employees eligible for Regular Benefits under the Chrysler-UAW SUB Plan who receive a State System Benefit. The contemplated procedure described below is subject to the development of specific business process rules and the establishment of effective means of transferring potentially large volumes of information from the states to the Corporation.

Under the automated procedure, the Corporation would utilize State System Benefit payment information provided by the states to calculate the payment of Regular Benefits for each full week of layoff. For this purpose, each otherwise SUB eligible Employee's application for a State System Benefit for each week will constitute an application for a SUB

Regular Benefit for the respective Week. The submission of a written Regular Benefit application for each week of layoff will not be required by an Employee otherwise eligible under the automated procedure.

A laid off Employee ineligible for a State System Benefit will be required to submit an application form for each week of layoff in accordance with the present Regular Benefit application procedure.

A basic condition upon which the automated SUB application procedure would be implemented is the Corporation's ability to obtain from the states in a timely and acceptable format, all State System Benefit payment information, including but not limited to, any weekly Unemployment Compensation (UC), Trade Readjustment Allowance (TRA), Extended Unemployment Compensation and Emergency Unemployment Compensation (EUC), necessary for the Corporation's determination of an Employee's eligibility for, and the amount of, a Regular Benefit under the Chrysler-UAW SUB Plan. If timely and acceptable State System Benefit information becomes unavailable from a state after an automated procedure has been implemented, the automated procedure will be suspended in that state immediately and eligible Employees will be required to submit applications in accordance with the present Regular Benefit application procedure.

As noted, when these automated SUB application procedures apply, an Employee's application for a State Benefit will constitute submitting an application (and supporting information) for Regular Benefits from the SUB Plan with the same force and effect as though the Employee had provided the application (and related information) directly to the Plan on a paper application. Although information initially is submitted to the State Benefit system, as it affects

SUB processing, the Employee will have the same responsibility for providing accurate information as applies for paper SUB applications (with determinations and appeals regarding possible SUB errors or misrepresentations determined solely under the present SUB review provisions).

In the event a significant number of Employees at a plant receive a State System Benefit and are determined by the Corporation to be ineligible for a Regular Benefit because they are not on a qualifying layoff under the provisions of Article I, Section 3(b)(2) of the SUB Plan, the Corporation will promptly notify the National Chrysler Department and Local Unions of such determination. In addition, the Corporation's determination will be posted on local plant bulletin boards in accordance with local practices. Such posting will be deemed to satisfy the denial of benefits notice requirements as provided under Article V, Section 2(c) of the SUB Plan. This provision is intended solely to prevent substantial and duplicate SUB administrative processing and will not be interpreted in such a manner as to preclude any Employee from filing an appeal with respect to any such Corporation determination.

Very truly yours,  
CHRYSLER CORPORATION  
By J.A. Glotzbach

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula  
(October 18, 1993 - Stan Marshall/R.D. Gurdak/  
Leonard J. Paula)

October 29, 2007  
(14) Base Hourly Rate or Base  
Weekly Salary Definition  
Under Certain Circumstances

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the present negotiations, the parties discussed provisions in the Supplemental Unemployment Benefit (SUB) Plan which define "Base Hourly Rate" and "Base Weekly Salary". The concern was with Employees who experience reclassification to lower rated jobs as a result of seniority layoffs in connection with the gradual curtailment of operations prior to a plant closing.

The parties agree that effective for a layoff on or after the Effective Date, the references in the definitions of Base Hourly Rate and Base Weekly Salary in Article IX of the SUB Plan to 13 consecutive weeks and 90 calendar days, respectively, will be changed to one year if an Employee experiences a permanent layoff due to a plant closing.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield  
(November 19, 1990 - Stan Marshall/R. D. Gurdak/  
Leonard J. Paula)



September 27, 1999  
(19) Sunday Earnings

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

Notwithstanding the provisions set forth in Section (34) of Article IX of the Supplemental Unemployment Benefit Plan, an Employee who works the Sunday immediately prior to the beginning of a period of layoff and solely because of such Sunday earnings is disqualified for a State System Benefit for the week or whose State System Benefit for the week is reduced, such Sunday earnings shall not be considered as Other Compensation for the purpose of calculating a Regular Benefit.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By Lisa A. Reinhardt-Kosal

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 12, 2011  
(25) Definition – Suitable Employment

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

This will confirm an understanding between the Company and the Union relative to the application of the eligibility rules for benefits under the Supplemental Unemployment Benefit (SUB) Plan incorporated in the 2007 Collective Bargaining Agreement.

For otherwise eligible Employees that are denied a State System Benefit because they refused a job offering with another potential employer, if the offering is considered "suitable employment", the normal eligibility rules shall apply and the Employee will not be eligible for a SUB Plan benefit.

Conversely, if the job offering is not considered "suitable employment", the stipulations of Article I, Section (1)(b)(xiii) and Article II, Section (3)(a)(1) will apply and the Employee will remain eligible for SUB Plan benefits. However, such weekly SUB benefit will be subject to a reduction equal to the estimated amount of the weekly State System Benefit that would have been paid had the Employee not been ruled ineligible by the State System Agency.

For purposes of this agreement the term "suitable employment" shall mean any offer of employment wherein the rate of pay is at least 80% of the

Employee's most recent Hourly or Salaried Base Rate of Pay.

Very Truly Yours,  
Chrysler Group LLC  
By: A.A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 12, 2011  
(26) SUB Eligibility During State  
System Waiting Week(s)

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

Whereas the 2009 Settlement Agreement and corresponding Memorandum of Understanding suspend the titles "Volume and Non-Volume" layoff and replace it with "Qualifying and Non-Qualifying" layoff and

Whereas Exhibit D (2007 Supplemental Unemployment Benefit Plan), Article I Section (1)(b) (v) as it relates to eligibility for a Regular Benefit for employees serving a State System Waiting Week stipulates that "the Employee was on a volume related layoff and the week served as a "waiting week" within the Employee's benefit year under the State System;

This will confirm an understanding between the Company and the Union with respect to this SUB Plan

incorporated in the 2007 Collective Bargaining Agreement. For those Employees that are serving a Waiting Week within the benefit year under the State System, the parties agree that any such Employee will remain eligible for a Regular Benefit while on a Qualifying or a Non-Qualifying Layoff, as described in the aforementioned 2009 Modifications, except that a separation for Vacation Shutdown (LOF/VAC) shall not be eligible for a Regular Benefit while serving such a Waiting Week.

Very Truly Yours,  
Chrysler Group LLC  
By: A.A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 22, 2015  
(27) Elimination of SUB Trust

International Union, UAW

Attention: Norwood H. Jewell

Dear Sirs:

At the conclusion of the 2011 negotiations the parties agreed to discuss termination of the trust fund associated with the Supplemental Unemployment Benefit (SUB) Plan.

As a result of those discussions and following considerable analysis and research, the parties agreed that the SUB Plan no longer needed to be

funded by the Trust and that the Trust would be terminated.

Consequently, effective January 1, 2013 the Trust was terminated without impacting benefit eligibility, entitlement; and with no disruption of SUB Plan benefit payments.

During the course of this Agreement the Company and the UAW shall endeavor to find all SUB Plan sections that will require revision to remove references to the Trust, consistent with the Trust termination. The parties agree that these revisions will be addressed in the negotiations of the next Agreement.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H Jewell

October 12, 2011  
(28) Regular SUB Benefit Calculation

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

The parties have concurred that 74% of an Employee's Gross Weekly Wage equals, on average, 95% of an Employee's Weekly After-Tax Pay, minus \$30.00 work related expenses. As such, effective with

this agreement and going forward, the calculation for a Regular SUB Benefit for all Employees will be determined based on the table contained in Article II, Section 1(a).

Very Truly Yours,  
Chrysler Group LLC  
By: A.A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 22, 2015  
(29) SUB Administration Manual

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the parties agreed to create a SUB Administration Manual which will include, but is not limited to the following Historical Letters:

2007 National Agreement:

- Letter 5 Continuing SUB Benefits Hourly Employees

- Letter 6 Continuing SUB Benefits Salaried Employees
- Letter 7 Exhaustion of Hourly SUB Cap
- Letter 8 Exhaustion of Salary SUB Cap
- Letter 9 Extended SUB Benefits
- Letter 15 Employment Security System Hourly Employees
- Letter 16 Employment Security System Salaried Employees
- Letter 17 Transferred AMC Employees
- Letter 18 Effective Dates
- Letter 20 Asset Transfer
- PM&P Letter 133 Additional Job and Income Security Financial Liability
- OC&E Letter 165 Additional Job and Income Security Financial Liability

#### 2015 National Agreement:

- Letter 2 Seniority
- Letter 13 Waiver of Separation Payment Layoff Waiting Period

The manual will be jointly developed by the parties and will be made available to the International Union, UAW.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 12, 2011  
(30) Additional SUB Funding

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

During the 2011 Negotiations, the parties discussed additional funding liabilities as set forth in the following Letters and the consolidation of such liabilities:

- PM&P Letter 133 Additional Job and Income Security Financial Liability
- O,C&E Letter 165 Additional Job and Income Security Financial Liability
- Letter 15 Employment Security System Hourly Employees
- Letter 16 Employment Security System Salaried Employees



- Letter 20 Asset Transfer
- Letter 7 Exhaustion of Hourly SUB Cap
- Letter 8 Exhaustion of Salary SUB Cap
- Letter 18 Effective Dates

In consideration of the above, the Company agreed to increase by \$808M the Total Financial Liability provided under the Supplemental Unemployment Benefit Plan. This additional financial liability, upon joint Company and Union determination can be used for expenditures under the SUB plan in the event the SUB Maximum Financial Liability Cap and including any additional amount generated by the formula under section 3(d) of Article VII becomes exhausted at any time during the period covered by such Plan.

In respect of Letter 20 Asset Transfer, \$22M of the \$808M shall be reserved and will only become available at the point where the Company's financial obligations contained in Article VII Section 2(b)(3) become exhausted.

The parties agree that going forward the above Letters will be referenced in the SUB Administration Manual and that such liabilities will henceforth be consolidated.

Very Truly Yours  
Chrysler Group LLC  
By: A.A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 22, 2015  
(31) SWW at AWS with Less Than  
One Year Seniority

International Union, UAW

Attention: Norwood H. Jewell

Dear Sirs:

Whereas Exhibit D, Article I, Section (2)(a)(2) stipulates as it relates to eligibility for Automatic Short Week Benefits "An Employee shall be eligible, if, he had at least 1 year of Seniority as of the last day of the week" during which a qualifying layoff takes place;

This will confirm an understanding between the Company and the Union with respect to the eligibility rules for Automatic Short Week Benefits under the provisions of the Supplemental Unemployment Benefit (SUB) Plan which are incorporated in the Collective Bargaining Agreement.

The parties have agreed that effective January 1, 2013 under certain circumstances employees with Seniority as defined in Sections 45 thru 49 of the PM&P Agreement may be eligible for Short Week Benefits if otherwise eligible and if on a qualifying layoff.

This agreement applies only to Manufacturing facilities currently operating in a "3/2/120" or Four Day Work Week Flexible Operating Pattern that encounters qualifying lost time resulting from "short shifting" due to part shortages, supplier issues or the

mechanical breakdown of equipment in the facility where the affected employees work.

This Agreement does not apply to severe weather situations, model changeovers or layoffs resulting from market related influences, nor does it supersede or override any of the understandings or agreements of the Severe Weather Letter Agreement incorporated in the SUB Plan.

By endorsing this Letter Agreement the parties have essentially agreed to change the 1 year of Seniority requirement to simply being an otherwise eligible Seniority Employee; provided such Employee is working at a manufacturing facility operating in a "3/2/120" or Four Day Work Week Flexible Operating Pattern as defined in Letter 240 of the PM&P and that such facility is impacted by a specific type of lost production time or "short shifting" as indicated above.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

International Union, UAW  
By: Norwood H. Jewell

## **EXHIBIT E**

### **RELOCATION ALLOWANCE PLAN**

Incorporated by reference in collective bargaining agreements dated October 22, 2015, between FCA US LLC and the UAW.

#### **(1) Eligibility**

An employee shall be eligible for a Relocation Allowance provided that:

(a) he is engaged on an operation or employed in a department which is transferred on or after January 1, 1962, from one (1) plant (hereinafter referred to as Prior Plant) to another plant (hereinafter referred to as New Plant) of the Company and he transfers to the New Plant pursuant to the section of the Collective Bargaining Agreement relating to Transfer of Operations Between Plants (Section (68) (a) or (b) of the PM&P Agreement, dated October 22, 2015 or the corresponding section of any other Collective Bargaining Agreement between FCA US LLC and the UAW) and commences work at the New Plant; and

(b) he had seniority on the last day he was in Active Service as defined in Definition (1) of Article IX of the Supplemental Unemployment Benefit Plan, Exhibit D, at the Prior Plant and such Seniority has not been broken by quit on or prior to the date on which the Relocation Allowance is paid; and

(c) he is being placed at a New Plant out of his labor market area unless the New Plant is located less than fifty (50) miles from his Prior Plant.

When employees are relocated, they will make application for Relocation Allowance selecting from the following Relocation Package options:

### **Option 1 - Enhanced Relocation**

Employees will receive a Relocation Allowance up to a maximum of \$30,000, \$6,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of \$16,000 will be paid to the employee at the new location.

After one (1) year of employment, employees may receive \$8,000 if they continue to be employees of the new location.

Employees who are placed and accept the Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee for a period of thirty-six (36) months unless the employee's status changes to laid off. In the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce, the thirty-six (36) month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other **FCA US LLC** locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area.

Detailed information regarding payments pertaining to the Enhanced Relocation Allowance will be made available to employees.

## **Option 2 - Basic Relocation**

Employee will receive a lump sum Relocation Allowance in the amount of \$4,800.

The employee who accepts the Basic Relocation Allowance will be eligible to apply for Return to Home Plant or Labor Market Area after working at the New Plant of relocation for a period of six (6) months or upon indefinite layoff from the New Plant.

Employees who return to their Home Plant in another Labor Market pursuant to M-11 will be eligible only for a basic relocation allowance.

## **Option 3 - Modified Enhanced Relocation**

The Modified Enhanced Relocation option is available only to indefinitely laid off employees transferred involuntarily to an Out of Labor Market Area Placement under the provisions of Letter 247 Placement and Workforce Utilization.

Employees will receive a Relocation Allowance up to a maximum of \$50,000, \$10,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures.

An additional amount of \$20,000 will be paid to the employee at the new location.

If they continue to be employees at the new location, the following schedule of additional payments will be made after the anniversary of their start date, providing that the New Plant is more than one hundred (100) miles from his Prior Plant. If the New Plant is over fifty (50) miles but less than one hundred (100)

miles from his Prior Plant, the employee must present a signed Lease Agreement or Purchase Agreement for a home that is less than fifty (50) miles from the New Plant. Documentation must be presented within one (1) year from the date of transfer to the New Plant. In order for the employee to qualify for the "After 2 years" payment, proof of continued relocation must be presented:

After 1 year: \$10,000

After 2 years: \$10,000

Employees who are placed and accept the Modified Enhanced Relocation Allowance will not be eligible to initiate another Out of Labor Market placement or initiate placement within the new Labor Market Area as an active employee unless the employee's status changes to laid off or in the event the plant has employees on permanent indefinite layoff with no likelihood of recall into the active workforce.

Employees receiving the Modified Enhanced Relocation Allowance will terminate their seniority at all other FCA US LLC locations and, therefore, not be eligible for recall, rehire, or return to Home Plant or former Labor Market Area for plants where their seniority was broken.

## **(2) Effect of Other Relocation Benefits**

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future Federal or State legislation, the employee must apply for such

legislated relocation allowance prior to receiving any Relocation Allowance under the provisions of this paragraph. The amount of Relocation Allowance provided under this Exhibit E when added to the amount of Relocation Allowance provided by such legislation shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Exhibit E.

(3) When operations are concurrently transferred between two (2) or more plants, the number of employees to be transferred from one (1) plant will be offset against the number to be transferred to that plant and only the number of employees equal to the net difference will be transferred and entitled to Relocation Allowance.

(4) The services of a consultant or consultants, selected by the Company and agreed to by the Union and provided at the expense of the Company, will be made available to eligible employees with regard to assistance in home selling, home buying, assistance in moving household goods, and new community orientation.

Exhibits B, C, D, E, are incorporated by reference in the applicable collective bargaining agreements.

INTERNATIONAL  
UNION, UAW

FCA US LLC



**EXHIBIT F**  
**SUPPLEMENTAL AGREEMENT**  
**(PROFIT SHARING PLAN)**

On this 22nd day of October, 2015, FCA US LLC, hereinafter, referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

**Section 1. Establishment of Plan**

Subject to the approval of its Board of Directors, the Company will establish a Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States, hereinafter referred to as the "Plan", a copy of which is attached hereto as Part B and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Directors of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the

subject of further negotiation between the Company and the Union.

## **Section 2. Administration**

(a) Notwithstanding any provision of the Plan, (1) any person who receives a back pay award applicable to an earlier Plan Year as a result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Employee's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such person for such Plan Year, less any Profit Sharing Amount paid previously to such person for such Plan Year and (2) any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

(b) The Union shall be informed of the results of a review of a request by an Employee or beneficiary of an Employee pursuant to Article VI, Section 6.06 of the Plan, provided the Employee is represented by the Union.

(c) Notwithstanding Article II, Section 2.03 of the Plan, and solely for the purpose of determining the amount of any payment under this Plan, Compensated Hours shall be credited to an Employee who is on a leave of absence under Section 80 of the National Production & Maintenance Agreement or Section 67 of the National Office, Clerical & Engineering Agreement if the leave was granted for the purpose of permitting the Employee to engage in the business of or to work for the Local Union and provided further that each such Employee is involved in the in-plant

administration of the provisions of such National Agreement.

### **Section 3. Non-Applicability of Collective Bargaining Agreement Grievance Procedure**

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

(b) All computations made by the Company to determine NAFTA Adjusted Earnings (Loss) Before Interest and Taxes, ("NAFTA Adjusted EBIT") and the Eligible Profit Share Amount, when based on the information that FCA N.V. reports to its shareholders, the investment community and to the Securities and Exchange Commission ("SEC") shall be final and binding on the Union, Employees, beneficiaries and the Company.

In the event of changes in the overall corporate structure of the Company or any other change that have had or will potentially have a material impact on Eligible Profit Share Amounts, the Company shall calculate the effect of such changes, shall provide a schedule detailing the effect of all changes to the Union for review, and will meet with the Union to determine a mutually agreeable solution. The fundamental principal guiding any mutually agreeable solution would be the parties' mutual interest in preserving the integrity of the Profit Sharing Plan and ensuring that Eligible Profit Share Amounts will be calculated on a fair and consistent basis and in a manner consistent with the spirit of this Agreement. Notwithstanding any other provision of this Agreement, any unresolved

disputes over such changes and their impact on Eligible Profit Share Amounts shall be subject to binding arbitration and shall be submitted to a mutually acceptable impartial person as described in Section 3.(d) for resolution.

If FCA N.V. modifies its NAFTA segment such that, under generally accepted accounting principles, a restatement of the segment reporting footnote in the audited, annual consolidated financial statements is made, the parties will meet to determine a mutually agreeable solution for determining profit sharing under the Plan on a prospective basis.

(c) The Company shall disclose to the Union on an annual basis a schedule in the form below. In addition, the Company will respond as soon as practicable to reasonable requests from the Union for information regarding the calculations and information used in determining any Profit Share Amount.

FCA N.V. NAFTA Adjusted EBIT <sup>1</sup>	\$
Divide by:	
FCA N.V. NAFTA Revenues <sup>1</sup>	\$
FCA N.V. NAFTA Adjusted EBIT Margin	%
Multiply by:	
100	100
Multiply by:	
\$800	\$ 800
Eligible Profit Sharing Amount	\$

Employees:

with  $\geq$  1,850 Compensated Hours

with  $<$  1,850 Compensated Hours

Average Compensated Hours for Employees

with  $<$  1,850 Compensated Hours

Total Plan Year Profit Sharing Fund

Total Compensated Hours

Profit Share per Compensated Hour

Compensated Hours

Employees

0.00 - 100.00  
100.01 - 200.00  
200.01 - 300.00  
300.01 - 400.00  
400.01 - 500.00  
500.01 - 600.00  
600.01 - 700.00  
700.01 - 800.00  
800.01 - 900.00  
900.01 - 1,000.00  
1,000.01 - 1,100.00  
1,100.01 - 1,200.00  
1,200.01 - 1,300.00  
1,300.01 - 1,400.00  
1,400.01 - 1,500.00  
1,500.01 - 1,600.00  
1,600.01 - 1,700.00  
1,700.01 - 1,800.00  
1,800.01 - 1,849.00

=> 1,850

Total Employees

<sup>1</sup> Source: Segment Reporting Footnote in FCA N.V. 20-F Filed with SEC

The Union has the right to engage independent consultants regarding the information provided by the Company.

(d) Any dispute or disagreement arising between the parties with respect to this Agreement or the Plan shall be immediately referred to the Vice President and Director of the Chrysler Department and the Company's Vice President of Employee Relations. The Company and Union recognize it is in the best interest of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to the dispute or disagreement then either party may refer the dispute to a mutually acceptable impartial person for resolution upon thirty (30) days notice to the other party. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Employees, and the Company. Except as may be provided in this Section 3(d), such impartial person shall not, however, have any authority to determine accounting policies or any adjustment made by the Company used in the computation of NAFTA Adjusted EBIT or to change the dollar amount of NAFTA Adjusted EBIT. The determination of accounting policies (e.g., depreciation, expense allocation, etc.) so long as they are within generally accepted accounting principles remains within the sole discretion of the Company and such determination of accounting policies shall be final and binding upon the Union, Employees and the Company. However, for purposes of the Plan only, the impartial person shall have authority to ensure Eligible Profit Share Amounts are calculated with the core principle that Employees deserve to share in the economic gains

the Company realizes from its North American operations. Accordingly, the parties intend, and an impartial person shall be empowered to act upon, the idea that Eligible Profit Share Amounts should reflect - and be linked to - the nature of the profitability figures reported to investors. Under such circumstances, the impartial person may modify the Eligible Profit Share Amount for purposes of payment under the Profit Sharing Plan. In addition, such impartial person shall have authority to resolve any disagreements which may arise out of Section 3(b) of this Supplemental Agreement. (e.g. FCA N.V. modification of its NAFTA segment, etc.). The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Company and the Union, shall be shared equally by the Company and the Union. Absent the parties agreement on an impartial person, and upon sixty (60) days notice by either party, each party shall submit a description of the nature of the disagreement to the Federal Mediation and Conciliation Service (FMCS) who shall provide a list of seven (7) arbitrators, each of whom is a member of the National Academy of Arbitrators and an attorney and/or legal professional experienced in the area of resolving disputes concerning collectively bargained profit sharing plans, enhanced and incentive pay plans. No later than seven (7) days following receipt of the initial panel, either party may request a second panel, which will be provided at the cost of the requesting party. Once the panel is settled upon, the parties shall alternatively strike names from the list until one remains. The order of the strikes shall be determined by coin flip. The impartial person will be notified of their selection.

## **Section 4. Governmental Rulings**

(a) The Plan, as set forth in Part B, and the Plan as it may be supplemented by superseding provisions of this Agreement, are contingent upon and subject to the Company obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Company, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Employee.

(b) The Company shall apply promptly to the appropriate agency for the ruling described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the UAW Vice President and Director of the National Chrysler Department, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall be written and shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.



## **Section 5. Duration of Agreement**

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Profit Sharing Amount that otherwise would accrue for calendar year 2019 will be paid and administered in accordance with the provisions of the 2015 Agreement and Plan, as amended herein. In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

INTERNATIONAL UNION, UAW

FCA US LLC

**PART B**  
**FCA US LLC PROFIT**  
**SHARING PLAN**  
**FOR HOURLY AND REPRESENTED**  
**SALARIED EMPLOYEES**  
**IN THE UNITED STATES**

**ARTICLE I**  
**ESTABLISHMENT AND EFFECTIVE**  
**DATE OF PROFIT SHARING PLAN**

**1.01 Establishment of Plan**

FCA US LLC hereby establishes The FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States (hereinafter referred to as the Plan).

**1.02 Effective Date of Amended Plan**

The amended Plan shall become effective January 1, 2016, except as otherwise may be provided herein. This Plan shall apply to the determination, allocation and payment of Employee profit sharing for the 2016 calendar year.

**ARTICLE II**  
**DEFINITION OF TERMS**

The following definitions will apply to all words and phrases capitalized in the text which follows:

**2.01 "Administrator"**

Administrator means FCA US LLC.

## **2.02 "Company"**

Company means **FCA US LLC.**

## **2.03 "Compensated Hours"**

(a) Compensated Hours means all hours, for which an employee who is eligible to receive a payment for a Plan Year received pay from the Company with respect to hourly-rate or salary-rate employment as an Employee during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which an Employee who is eligible to receive a payment for a Plan Year receives Compensated Hours as listed below:

- Straight Time Hourly Base Wages
- Straight Time Salary Base Wages
- Overtime (with each hour paid at premium rates to be counted as one hour)
- Vacation and Paid Absence Allowance
- Holiday Pay
- Related Training - Temporary Layoff Payments
- Bereavement Pay
- Jury Duty Pay
- Short-Term Military Duty Pay
- Call-In Pay
- Grievance Awards<sup>1</sup>

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<sup>1</sup>Includes grievance awards paid during a Plan Year that represent back pay for any Plan Year; provided, however, any back pay award in connection with reinstatement shall constitute Eligible Pay only for the Plan Year for which it is awarded.

However, no hours shall be duplicated because of payment under more than one Compensated Hours category.

All other categories of compensation, including moving allowance, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short-week benefit payments), any imputed income as may be designated by law (including, but not limited to, the cost to the Company of providing Legal Services, and Group Life Insurance and Survivor Income Benefit coverage in excess of \$50,000) and distributions of Profit Sharing Amounts under this Plan shall be excluded from the definition of "Compensated Hours."

An Employee who is eligible under this Plan at any time during a Plan Year pursuant to Section 2(c) of the Agreement shall have his or her Compensated Hours credited, for each calendar week or part thereof, on or after the date on which the Employee was enrolled in the Plan, while on Local Union leave, with an amount up to the straight time hours (for a maximum of 40 hours) such Employee would have worked if employed during such calendar week or part thereof.

(b) Compensated Hours shall include, for an Employee who otherwise would be eligible to receive a payment for a Plan Year, for each complete calendar week during such Plan Year that the Employee is on an approved medical leave and for such complete calendar week has received workers' compensation payments from the Company as the result of a totally

disabling occupational injury or disease under any workers' compensation law or act or any occupational disease law or act, the straight time hourly base wages or straight-time salary hours (for up to 40 hours) such Employee would have earned if employed for such calendar week; provided:

(i) the Employee otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Employee is actively at work for the Company during at least one complete calendar week in the Plan Year

## **2.04 "Employee"**

Employee means

(a) person regularly employed by the Company in the United States on an hourly-rate basis or a salary basis. Such persons regularly employed shall be:

(i) hourly-rate persons and represented salary persons employed on a full-time basis; and

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employee" shall not include leased employees as defined under Section 414(n) of the Internal Revenue Code.

## 2.05 "NAFTA Adjusted EBIT"

NAFTA Adjusted EBIT means Adjusted Earnings Before Interest and Taxes ("EBIT"), for the NAFTA segment as reported in the FCA N.V. Form 20-F as filed with the SEC. The NAFTA segment is FCA N.V.'s operations to support distribution and sales of mass-market vehicles in the United States, Canada, Mexico, and the Caribbean Islands, primarily through the Chrysler, Dodge, Fiat, Jeep and Ram Brands. Adjusted EBIT is defined as EBIT excluding gains/(losses) on the disposal of investments, restructuring, impairments, asset write-offs and other unusual income/(expenses) that are considered rare or discrete events that are infrequent in nature. This definition results in the exclusion from NAFTA Adjusted EBIT of non-operating results that management does not consider when assessing and measuring the operational and financial performance. In the event changes in reporting requirements, terminology or reporting practices (e.g. elimination of Sarbanes–Oxley Act) affect the calculation or public disclosure of NAFTA Adjusted EBIT, as defined above, the affected calculation shall be performed in a manner consistent with the disclosure of operational and financial performance to the FCA N.V.'s financial stakeholders and/or investment analysts. In the event that FCA N.V. is no longer required to publicly disclose its financial results and/or it chooses not to, the Company shall provide the Union a schedule which computes NAFTA Adjusted EBIT in a manner consistent with how the figure is defined and reported, as described above. In the event that FCA N.V. modifies its Adjusted EBIT definition from the above, the parties will meet to determine a mutually agreeable solution for determining NAFTA Adjusted EBIT on a prospective basis.

## **2.06 "NAFTA Adjusted EBIT Margin"**

NAFTA Adjusted EBIT Margin is calculated as NAFTA Adjusted EBIT divided by NAFTA Revenues. The resulting percent will be rounded to the nearest 0.1% for purposes of calculating the Eligible Profit Share Amount and the New Hire Premium.

## **2.07 "NAFTA Revenues"**

NAFTA Revenues means Revenues of the NAFTA segment as reported in the FCA N.V. Form 20-F as filed with the United States Securities and Exchange Commission. In the event FCA N.V. modifies NAFTA Revenues, the parties will meet to determine a mutually agreeable solution for determining NAFTA Revenues on a prospective basis.

## **2.08 "Plan"**

Plan means The FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States.

## **2.09 "Plan Year"**

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

## **2.10 "Profit Sharing Amount"**

The amount to be paid to an Employee for a Plan Year, determined by multiplying such Employee's Compensated Hours for such Plan Year by the Profit Share Per Compensated Hours for such Plan Year. The Employee's Profit Share Amount shall be rounded using the common method to the nearest

cent. The Profit Share Amount paid to an Employee is uncapped.

## 2.11 "Eligible Profit Share Amount"

Eligible Profit Share Amount means the amount calculated in accordance with the following table and Section 3.(c):

<b>Eligible Profit Share Amount per 1.0% FCA NAFTA Adjusted EBIT Profit Margin</b>	
<b>FCA NAFTA Adjusted EBIT Profit Margin</b>	<b>Eligible Profit Share Amount</b>
0% to 1.9%	\$0
2.0% or above	\$800

The above calculation is capped at \$12,000.

## 2.12 "Plan Year Profit Sharing Fund"

(i) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with greater than or equal to 1,850 Compensated Hours,

plus

(ii) An amount determined by multiplying the Eligible Profit Share Amount by the number of Employees with less than 1,850 Compensated Hours, the product of which will then be multiplied by the average Compensated Hours for such Employees with Compensated Hours less than 1,850 divided by 1,850.



## **2.13 "Profit Share Per Compensated Hour"**

The amount calculated by dividing the Plan Year Profit Sharing Fund for a Plan Year by the aggregate number of Compensated Hours of all Employees for such Plan Year.

## **ARTICLE III ENROLLMENT**

### **3.01 Enrollment**

An Employee will be enrolled in the Plan on the later of (i) the date upon which the employee meets the Plan definition of Employee, Section 2.04, or (ii) the date this Plan first becomes applicable to the unit in which the Employee was employed, provided the Employee remains employed on such date.

## **ARTICLE IV PAYMENT OF PROFIT SHARING AMOUNTS**

### **4.01 When Profit Sharing Amounts are Determined and Paid**

(a) Commencing with the 2016 Plan Year and as soon as administratively feasible, but in no event later than the end of the third month following the end of the Plan Year or 30 days after filing the Form 20-F with the SEC, the Profit Sharing Amount will be determined and paid to each eligible Employee pursuant to this Article IV. The Company shall deduct from the amount of any such payment to an Employee any amount required to be deducted, by reason of any law or regulation, including without limitation, for payment of taxes or other payments to any federal, state, or local government. Each payment less than

the maximum shall be accompanied by a statement showing the prorated calculation of such Employee's Profit Sharing Amount. Withholding tax obligations of the Company with respect to any such payment will be satisfied as determined by the Administrator of the Plan. No interest shall be payable with respect to any such Profit Sharing Amount.

(b) In lieu of receiving a payment in cash pursuant to subsection (a) of this Section 4.01, each Employee entitled to a payment for any Plan Year of a Profit Sharing Amount as defined in Article II, Section 2.11 other than an Employee whose employment terminated prior to payment of such Profit Share Amount, may elect, to have the Company contribute to the Employee's account under the FCA US LLC Hourly Employees' Deferred Pay Plan, or the FCA US LLC Salaried Employees' Savings Plan an amount up to 100%, after all legally required deductions, in multiples of 1%, of such distribution, but not in excess of the maximum amount permitted under Section 415, 402(g), and 401(k) of the Internal Revenue Code. Such contributions shall be subject to all applicable Hourly Employees Deferred Pay Plan or Salaried Employees Savings Plan provisions, including the opportunity annually to make a new contribution election related to such payments. Once the contribution has been completed and payments of Profit Sharing Amounts have been deposited, the profit sharing deferral election will be reset to zero. If the Administrator does not receive an election from an Employee on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Employee's Profit Sharing Amount for the Plan Year shall be paid to the Employee.

(c) Represented salaried employees who make a profit sharing deferral election and are subsequently identified as highly compensated as defined under Section 414(q) of the Code will have their election limited to the maximum deferral percentage allowed for base salary under the Salaried Employees' Savings Plan.

(d) Such election shall be made by the Employee at such time and in such manner as the Administrator shall determine. If the Employee does not make an election during the profit sharing deferral election period as established by the Administrator for the applicable Plan Year, the Profit Sharing Amount for the Plan Year shall be distributed to the Employee except a portion of the employee's Profit Sharing Amount will be deferred to the appropriate savings plan in accordance with any deferred election the employee may have in effect under such savings plan.

(e) Any amounts elected to be contributed by an Employee pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415, 402(g), and 401(k) of the Code and/or as a result of the application of Section 4.01(c) of this Article IV shall be paid to the Employee.

#### **4.02 To Whom Profit Sharing Amounts are Paid**

In addition to Employees who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise eligible (i) Employees on layoff or leave of absence, including sick leave, at the end of the Plan Year, (ii) Employees who retired during the Plan Year, and (iii) beneficiaries of Employee(s) who died during the

Plan Year. Employees who terminated employment during the Plan Year for any reason other than death or retirement or pursuant to any voluntary termination of employment program shall not be eligible for a payment for the Plan Year. The amount of any such payment shall be determined in accordance with Section 2.03 and 2.11 of this Plan respectively.

Payment of a Profit Sharing Amount will be made only to an Employee. However, if the Employee is deceased at the time of payment, the payment will be made to the beneficiary or beneficiaries designated by the Participant pursuant to Article V.

#### **4.03 Overpayments and Underpayments**

No amount allocated to an Employee entitled to a payment for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it is determined an error in excess of \$25 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Employee's Profit Sharing Amount (correctly determined) is greater than the amount paid to such Employee by an amount in excess of \$25, the deficiency shall be paid to such Employee within 60 days after such determination; provided, however, that no such payment shall be required with respect to a deficiency that is \$25 or less or after 120 days from the date the Profit Sharing Amount was paid if within that time no such determination of a deficiency has been made or no credible claim of deficiency has been submitted by the Employee or by the Union on behalf of the Employee.

(ii) If such Employee's Profit Sharing Amount (correctly determined) is less than the amount paid to such Employee by an amount in excess of \$25, written notice there-of shall be mailed to such Employee receiving such Profit Sharing Amount and the Employee shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Employee fails to return such amount promptly, the Company shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company to the Employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

#### **4.04 Benefit Drafts Not Presented**

Any payment made to the Employee but not claimed by the Employee may be reissued upon a proper request to the Company, provided such funds have not been surrendered by the Company pursuant to applicable escheat law.

### **ARTICLE V Other Provisions**

#### **5.01 Designation of Beneficiaries in Event of Death**

An Employee shall be deemed to have designated as beneficiary or beneficiaries under this Plan the

person or persons who receive the Employee life insurance proceeds under the Company's Group Insurance Program unless such Employee shall have assigned such life insurance.

A beneficiary or beneficiaries will receive, in the event of the Employee's death, all or part of the Profit Sharing Amount of the Employee in accordance with the applicable designation. If the Company shall be in doubt as to the right of any beneficiary to receive any Profit Sharing Amount, the Company may deliver such Profit Sharing Amount to the estate of the Employee, in which case the Company shall not have any further liability to anyone following such payment.

## **ARTICLE VI Administration**

### **6.01 Administrative Responsibility**

The Company will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decisions of the Company will be final and binding upon any of its employees.

### **6.02 SEC Reports and Supplemental Information**

FCA N.V. will file a Form 20-F annually with the SEC, which will include NAFTA Adjusted EBIT. This amount will be used to determine the Eligible Profit Share Amount under Section 2.11. Upon filing of the Form 20-F to the SEC, NAFTA Adjusted EBIT, shall

be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan. Upon filing of the Form 20-F with the SEC, the computations and calculations reflected therein, including without limitation, the NAFTA Adjusted EBIT shall be final and binding on the Company, Employees and beneficiaries for the purposes of the Plan.

The Company has represented to the Union that, in FCA N.V.'s Form 20-F filing, FCA N.V. will disclose NAFTA Adjusted EBIT. In the event that FCA N.V. does not do so in its Form 20-F filing, the Company will inform the Union in advance of the matter in which FCA N.V. intends to report NAFTA Adjusted EBIT or its equivalent, and the parties will mutually agree on the public filing that will be relied upon in determining the NAFTA Adjusted EBIT to be used for purposes of the calculations to be performed under the Profit Sharing Plan.

### **6.03 Administrative Expenses**

Administrative expenses of the Plan shall be paid by the Company.

### **6.04 Non-Assignability**

Except as provided by applicable law and the recovery of overpayments under Article IV, Section 4.03, no right or interest of any Employee under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer

thereof shall be effective; and no right or interest of any Employee under this Plan shall be liable for, or subject to, any obligation or liability of such Employee.

### **6.05 Incapacity**

In the event a court of competent jurisdiction determines that an Employee to whom a Profit Sharing Amount is payable under this Plan lacks the capacity to handle his or her own affairs due to illness, accident or other infirmity, any payment under this Plan shall be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such Plan payments on behalf of such Employee and such payments shall, to the extent thereof, discharge all liability of the Company and each other fiduciary with respect to this Plan.

### **6.06 Notice of Denial**

The Administrator shall provide adequate notice in writing to any Employee or beneficiary, whose request for a payment or for a payment in a greater amount under this Plan has been denied, setting forth the specific reason or reasons for such denial. The Employee or authorized Employee representative shall be given an opportunity for a full and fair review by the Company of the decision denying this request. The Employee will be given a reasonable period of time to be established by the Company from the date of the notice denying such request, within which to request such review.



**ARTICLE VII  
AMENDMENT, MODIFICATION, SUSPENSION, OR  
TERMINATION**

**7.01 Amendment, Modification, Suspension,  
or Termination**

Subject to the terms of the Collective Bargaining Agreement between the Company and the Union which provides for establishment of the Plan, the Company reserves the right, by and through its Board of Directors, with the union's consent, to amend, modify, suspend, or terminate the Plan.

October 12, 2011  
(02) Local Union Leaves

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that employees on leave under Section 80 of the National Production & Maintenance Agreement or Section 67 of the National Office, Clerical & Engineering Agreement, to engage in the business of or to work for the Local Union should be included as eligible employees under such Plan. The Company pointed out, however, that certain employees, such as Trustees, Sergeants at Arms, and Guides, and any other employees not involved in the in-plant administration of the National Agreement, would not be included in the Plan, and would not be credited with any Compensated Hours under the Plan while on such leave. Moreover, it is understood that

the Local Union will advise Local Management each year, in December, of the name, Social Security number, job title and periods of time each employee is eligible for benefits under the Profit Sharing Plan. Local management shall review and verify whether the employee was on approved leave.

Very truly yours,  
CHRYSLER LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 29, 2007  
Exhibit F  
Profit Sharing Deferral

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the Company and the Union discussed the treatment of FICA, union dues and other required deductions from profit sharing, for hourly and represented salaried employees who elect a deferral greater than 85%. In these instances, the non-deferred amount of profit sharing may not be sufficient to cover the required deductions; if that is the case, the unpaid, required deductions are normally taken from the employees' next regular paycheck. This can result in large adjustments to an employee's next regular paycheck in Plan Years when the profit sharing payment is substantial.

The Company agreed to advise the Union when it anticipates that such a situation will arise, and the parties agreed that in such instances the profit sharing deferral should be limited to 85%. This limited deferral would enable the full deduction of the above-mentioned required deductions from the profit sharing payment and thereby avoid entirely any carryover adjustments to the employee's next regular paycheck.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 29, 2007  
Exhibit F  
Profit Sharing Communication

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the Company and the Union discussed the positive role that profit sharing can play in enhancing the morale of hourly and represented salaried employees. In order to further improve this favorable aspect and also to educate future employees of the Plan's provisions and history, it is agreed that the Company and the Union shall

jointly develop appropriate profit sharing communication materials for distribution to hourly and represented salaried employees.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
BY General Holiefield

## **GROUP LEGAL SERVICES**

September 15, 2015

### **Memorandum of Understanding Legal Services Plan Benefit**

During the course of these negotiations the parties discussed the existing Legal Services Plan (“LSP” or Plan) and possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties’ 2011 agreement, it was decided that the LSP would cease accepting new cases as of December 31, 2013 and the Plan would eventually wind-down upon completion of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the LSP, the parties agree as follows:

1. A new benefit plan shall be established to provide a legal service benefit to eligible UAW-represented employees and retirees. This new benefit plan shall be an Internal Revenue Code Section 501(c)(9) qualified Voluntary Employee Beneficiary Association (VEBA). The VEBA and its underlying trust shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act. In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established.
2. UAW-represented Company employees and retirees who meet the eligibility criteria under Section 4 of the 2011

Legal Services Plan agreement shall be eligible to participate in the Legal Service VEBA (“LSV”) LSV Plan. In addition, employees formerly identified as “entry level employees” or “new hires” under the parties’ collective bargaining agreement shall be considered participants in the LSV Plan following the end of their employment with the Company if, at such time:

- a. He/she is age 65;
- b. He/she is at least age 60 but less than 65 and left the Company with 10 or more years of service;
- c. He/she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;
- d. He/she has 30 or more years of service;
- e. He/she is at least age 55 but less than age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing;
- f. He/she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service;

and the eligible surviving spouse of such individual. For purposes of this LSV Plan only, measurement of “years of service” shall be credited service, as it is computed under the parties’ defined benefit pension plan.

3. The Union anticipates that this LSV Plan shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW-represented auto

companies and the International Union, UAW, should collective bargaining allow and/or so provide.

4. Consistent with the requirements of Taft-Hartley, the LSV Plan shall be administered by a joint board of trustees comprised of an equal number of employer and UAW representatives, with an impartial neutral. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company and in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the LSV Plan has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The LSV Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.

5. The Company's obligation to fund the VEBA shall be limited to \$2.2 million per year, for the duration of this Agreement

only. For the avoidance of doubt, the total contribution during the term of the 2015 collective bargaining agreement shall not exceed \$8.8 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an “office work” benefit, consisting of legal work including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters and document preparation. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the LSV Plan trustees. If for any reason the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the LSV Plan.

6. The parties agree that part of the work performed by the LSV Plan and its attorneys shall include a re-start of the Social Security Project (assisting individuals in applying for Social Security Disability and attendant “sweeps” of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and an expansion to UAW-represented retirees.



7. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the LSV Plan, including but not limited to an employer participation agreement, a trust document, a plan document, any necessary filings with the Internal Revenue Service or any other governmental agency. The trustees will file under Internal Revenue Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust is not entitled to provide benefits on a tax free basis or to qualify as a VEBA, the trust shall be responsible for paying any taxes that may be imposed, including FICA, FUTA, and income taxes.

8. While the parties anticipate the LSV Plan shall begin providing a benefit as soon as possible, in the event establishment of the Plan is delayed due to securing appropriate regulatory approvals, the Company's funding obligation to the Plan shall remain.

9. Wind-down of the existing LSP shall continue in its normal course and such plan - being legally distinct from the LSV Plan - shall continue to be administered by its existing administrative committee. To the extent staff of the LSV Plan

provide services to the LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.

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

FCA US LLC

# 2015

January 2015						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
4	5	6	7	8	9	10
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25	26	27	28	29	30	31

February 2015						
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March 2015						
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29	30	31				

April 2015						
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26	27	28	29	30		

May 2015						
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31						

June 2015						
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28	29	30				

July 2015						
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August 2015						
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30	31					

September 2015						
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26	27	28	29	30		

October 2015						
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November 2015						
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29	30					

December 2015						
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