# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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#### Joint Insurance Committee

December 16, 2019 September xx, 2023

(C-12) Joint Insurance Committee

International Union, UAW

Attention: Mrs. Gynthia EstradaMr, Rich Boyer

Dear Mrs. EstradaMr. Rich Boyer:

During these negotiations, the parties re-emphasized their commitment through the Joint Insurance Committee to investigate, consider, and upon mutual agreement, engage in activities that may have high potential for cost savings while achieving the maximum coverage and service for the employees covered for health care benefits for the money spent for such protection.

As evidence of their commitment to contain costs under the health care coverage provided, the parties have agreed to a targeted minimum 10% reduction in total health care costs in constant dollars (adjusted for inflation in the economy by the overall CPI). The carriers for health care coverage will assume some financial risk in committing themselves to the achievement of the target and they, in turn, may impose some financial risk on certain providers to help in reaching the goal.

The specific activities of the Committee will include, but are not limited to, the following:

- 1. The parties agree to continue the employee-funded Dependent Care Assistance Plan administered by the Company. This program will enable active employees to pay for dependent care services using pre-tax dollars.
- Evaluate and, if mutually acceptable, implement a pilot program wherein
  the payment for services would be based on the qualifications of the provider in relation to
  the type of service provided in order to enhance the quality of care and more effectively
  manage utilization.
- 3. Develop and where appropriate, upon mutual agreement, implement specialty PPO programs including but not limited to home health care services, dermatological services,

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diagnostic imaging (including mammography screening), cardiac care, and ophthalmological surgery the purpose of which is to deliver high-quality services in a cost-effective manner.

- 4. Review the circumstances surrounding the medically necessary use of general anesthesia for teeth extractions to determine the appropriateness of expanding applicable coverage.
- 5. Explore and implement, upon mutual agreement, dental programs based upon a dental preferred provider organization or dental maintenance organization concept including exploring the feasibility of implementing a pilot program that would encourage employees to achieve and maintain dental wellness.
- 6. Review and monitor dental maintenance organizations to ensure they maintain standards for coverage and quality equal to generally accepted national standards.
- 7. Engage in efforts to increase enrollee awareness of the positive impacts of coordination of benefits and subrogation provisions to assist in effective and expeditious carrier implementation of programs to emphasize cost avoidance.
- 8. Conduct a review of various programs, including but not limited to, PPOs with respect to the adequacy of their service areas, hospital predetermination program, Go-Op-Vision program, United Concordia, and the organ transplant program and implement mutually agreeable solutions to any problems identified.
- Work with carriers to develop and implement pilot programs based on findings of detailed medical review of coverages provided under the Program.
- An effort will be made to identify objective standards which Program carriers
  can apply uniformly in evaluating quality and appropriateness of such items as inpatient and
  outpatient surgical and diagnostic procedures and inpatient admissions, medical necessity
  for various services and supplies, and overall utilization. Such standards will be utilized to
  review and analyze local practice patterns.
- An evaluation will be made of current utilization review programs and focused utilization review and other review formats that take into account various hospital reimbursement methodologies (such as the new Blue Cross-Blue Shield of Michigan Hospital Agreements). Consideration will be given to revising the existing predetermination process with the objective of enhancing efficiency and effectiveness, taking into consideration new information, practice patterns and technological advances, prior experience, and new utilization review programs and reimbursement methods.
- The appropriateness of retaining independent third-party utilization managers/utilization reviewers will be evaluated.
- 10. Work to improve existing programs or, upon mutual agreement, to develop more effective managed care plans including but not limited to health maintenance organization and preferred provider organization options, for employees both Medicare and non-Medicare. Review the methodology for establishing the Monthly Premium Calculation outlined in Letter C-14 for its adequacy in accounting for differences attributable to gender, age, risk and health status within the enrolled population; and quality and cost effectiveness standards with the Local or competing alternative plans meeting the criteria and benefits established by the parties. Any reviews undertaken by the parties should be timed so that, should the parties mutually agree upon any changes, they may be implemented in time for that year's open enrollment period.

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- 11. Support Corporate audits of the dependents where abuse of the eligibility provisions may occur. The intent of such audits will be to ensure that those entitled to coverage are enrolled, and that the Program provisions are not being utilized to transfer to the Program the responsibilities of other parties.
- 12. Review the issues surrounding treatment of Temporomandibular Joint Syndrome (TMJS) dysfunction and the relationship to current Program coverages. Consider Program adjustments which may be appropriate.
- 13. Explore pilot programs, individually or in concert with other payors, to develop relationships with high quality, cost-effective providers and to encourage enrollee use of such providers.
- 14. Develop and if appropriate implement a certified nurse midwifery pilot program in Michigan which will include well-woman gynecologic and maternity care. In addition, consider the appropriateness of birthing centers as a place for delivery.
- 15. Gather and evaluate data and upon mutual agreement implement Program specifications that would provide a benefit for services related to allergy testing and dental implants.
- Review the existing cardiac rehabilitation pilot programs to evaluate the cost effectiveness of the programs and the potential for expansion to additional areas.
- 17. Review and discuss the present philosophies associated with the existing maintenance drug list to be sure the list is reflective of quality, cost effective prescribing patterns. Consider adjustments to the list which may be appropriate.
- 18. Develop improved communication techniques to advise covered persons about the location of approved physical therapy facilities.
- 19. Develop and implement by mutual agreement a program to have HMOs and PPOs communicate patient advocacy programs to enrollees. The intent of the parties is to have carriers develop and distribute informational materials through direct mailings or otherwise about how members may: obtain coverage and receive care; gain access to other plan services, including referrals outside the plan network; and register complaints and utilize the grievance process. The parties intend that the carriers will make the information available beginning March 1, 1997, and the parties will recommend standard formats for providing it. The parties can take such mutually agreed upon steps as they deem appropriate (including termination of the carrier offering) should a carrier refuse to comply.
- 20. Increase the accountability for quality of care by alternative health care plans by monitoring the alternative plans receiving provisional accreditation from the mutually agreed to accrediting agencies to ensure they seek to attain higher accreditation.
- 21. Determine the feasibility of including treatment for substance <a href="mailto:abuseuse disorder">abuseuse disorder</a> or mental health problems in half-way houses. Implement half-way house coverages in HMOs as practical provided such may be done without material increase in the cost of HMOs.
- 22. Evaluate the feasibility of utilizing health care benefit mechanisms (e.g. claim payment arrangements, provider networks, quality and outcome management tools, etc.) to more effectively treat employees' occupational injuries or illness without restricting the employees' existing rights.

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- 23. Explore the feasibility and merits of developing a physical therapy rehabilitation pilot program at a Company location(s) or at external location(s) in close proximity to such plant(s) which would focus on work conditioning, work readiness, and back care programs and provide the equipment and professional personnel necessary to achieve optimum rehabilitation results as determined by the Joint Insurance Committee, funded by the Company.
- 24. Investigate and if mutually agreed to by the parties, implement managed health care plans in those service areas where alternative plans are not presently available and in areas in which only one alternative plan is currently available.
- 25. The parties agree to explore effective ways of involving patients in treatment decisions, including but not limited to the use of interactive shared decision-making tools and to implement one or more pilot programs as mutually agreed to by the parties. In addition, the parties will decide upon appropriate contractual requirements for HMO's in order to achieve similar desirable results.
- 26. The parties agree to evaluate the quality of the mental health and substance abuse disorder services provided by our HMO's and if appropriate, carve out mental health/substance abuse services from non-performing plans.
- 27. Evaluate and implement initiatives for specialty medications by July 1, 2008 or as soon as practicable. These initiatives will include, but are not limited to, a specialty drug retail network, specialty mail network and Rx Tools. Such a program would address limits on quality at retail and mail order for enrollees initiating treatment. Additionally, mechanisms will be implemented that ensure appropriate use and dispensing as indicated by the FDA guidelines.
- 28. Gather and evaluate data relative to new procedures for early detection of diseases or routine screening for conditions to determine the viability of incorporating such procedures into the Standard plan as they are recommended by public health and/or medical professionals. This process also would allow for the review of a mechanism to automatically update newly covered services as such emerge from experimental status.
- 29. Explore non-traditional services that would assist in the management of serious health conditions including treatment that can alleviate chronic debilitating pain and alternative treatment modalities which will enhance recovery during an inpatient admission.
- 30. Develop and issue a Request For Information (RFI) to address patients' interests in obtaining end of life care as an alternative to medical modalities provided by traditional hospitals or other facilities precedent to hospice care. In addition, the parties will re-evaluate our existing hospice program and determine whether an integrated approach is feasible.
- 31. The parties agree to review the appropriateness and adequacy of the hearing benefit, given the technical and other changes in the audiometric field since its implementation (Article III Section 8).
- 32. The parties agree to review the current program administration of injectables including the reimbursement methodology.
- 33. The parties discussed care management and the importance of providing evidence based programs to address the needs of the members in a quality and cost-effective manner. After these discussions the parties reached an agreement to further evaluate,



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Program components may include, but not be limited to a) health promotion support – general health education; b) web-based health management tools; c) shared decision making; d) disease management for chronic conditions; e) case management; f) complex case management; g) health risk assessments and h) biometric screening. The care management program may be aligned with the worksite wellness program.

- 34. The parties will explore, with other large purchasers, piloting Ambulatory Intensive Care Units (AICUs), with a target pilot implementation in the first quarter of 2013.
- 35. The parties will evaluate the merits of approved medical practice regarding the diagnosis and treatment of gambling addiction and, if warranted upon mutual agreement, consider inclusion into the mental health and substance abuseuse disorder program.
- 36. The parties reorganized Exhibit B solely as a means to simplify and clarify the Program documents in terms of administrative and "housekeeping" matters. Our objective was to facilitate Exhibit B for its intended purpose and does not alter any of the substantive provisions of the Program.
- 37. The parties discussed the value of the FCA Family Health Center and the positive effect on the health and well being of employees and their families. All employees will have access to service at the FCA Family Health and Wellness Center ("FHWC"). Currently, there is a FHWC located in Kokomo, with additional clinics planned to be opened in Detroit and Belvidere. The FHWC will provide certain preventative health services and screening, chronic disease monitoring, urgent care services, as well as select prescription services. The parties will work together to encourage employees and their eligible dependents to utilize on-site FHWC services.
- 38. During the first quarter of 2020, the parties agreed to discuss and identify solutions to the impact of coordination of benefits between FCA health care insurance and an enrollee's personal automobile insurance.

As indicated above, the parties fully support all programs and activities which enhance the quality and delivery of care, and at the same time, achieve the goals of cost effectiveness. To facilitate the mutually agreed-upon research and evaluation efforts of the parties with respect to the above commitments, the Company agrees to make available \$600,000 during the term of this Agreement.

39. Effective January 1, 2024, or as soon as practicable thereafter, the parties agree to implement, as a pilot program, the Specialty Prescription Drug Program. This pilot Program is offered to the Company through the Pharmacy Benefit Manager (PBM) and will be in effect only as long as it continues to be offered to the Company through the PBM. This pilot Program has an approved list of Specialty Prescription Drugs that, when filled through the PBM's specialty pharmacy by an enrolled member, have a \$0 member copayment. Although this is a voluntary Program, eligible members are automatically enrolled in the Program. The approved list of specialty prescription drugs may change from time to time solely at the discretion of the PBM.

For specialty prescription drugs that are not on the approved list, and are filled through the PBM's specialty pharmacy, the member's coinsurance is 30% up to the

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BT GL 10-16-2 maximum copayments described in Exhibit B, Article III, Section 3, A, 1(b) (i) and (ii). If a member dis-enrolls from this Program, that member's coinsurance is 30%.

Effective January 1, 2024, for eligible members enrolled under the Standard Care Network (SCN) or PPO option, prescription medications only may be filled at a Pharmacy Benefit Manager-owned (PBM) pharmacy so long as the member's home address zip code is within a 5-mile radius of a PBM-owned pharmacy. If the member's home address zip code is outside of a 5-mile radius of a PBM-owned pharmacy, such prescription drug(s) may be filled at any in-network pharmacy.

> Very truly yours, FCA US LLC By Glenn ShagenaChristopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia EstradaRich Boyer

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## National Managed Pharmacy Program (NMPP)

September 29, 2003 September xx, 2023

(C-29) National Managed Pharmacy Program (NMPP)

International Union, UAW

Attention: Mr. Nate Gooden Mr. Rich Boyer

Dear Sirs: Mr. Boyer:

During these negotiations, the parties concluded that the present delivery of prescription drug benefits could be improved. Therefore, the <a href="CorporationCompany">CorporationCompany</a> and the Union agreed to jointly develop and implement a National Managed Pharmacy Program (NMPP) that would be consistent with the Program goals of quality care and cost effectiveness. The NMPP will have at least generally similar quality and at least the same covered benefits and accessibility standards as the Preferred Prescription Plan presently available to hourly and salary enrollees in Michigan.

The parties agreed to the components listed below which, when integrated and fully implemented, will comprise a NMPP. The parties further agree to review and evaluate each component and provision listed below. Implementation of any or all components or provision in the NMPP will be on the basis of mutual agreement.

## A. Program Structure

1. A nationwide, limited network of participating pharmacies including local and national pharmacy chains, as mutually agreed to for prescription drugs will be developed to provide ready-access for hourly and salary employees, retirees, and eligible surviving spouses and their eligible dependents. The NMPP also will have the flexibility to expand or reduce the network as appropriate, based upon access standards, by mutual agreement between the CorporationCompany and the Union. The parties agree to review the full complement of retail networks available to the NMPP through the Program Administrator on an ongoing basis for purposes maintaining access and quality while reducing costs.

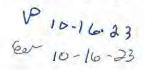
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- 2. The NMPP will contain Drug Utilization Review (DUR) requirements to review whether patients receive appropriate drug therapy as measured against generally accepted pharmaceutical practices. Such Program will incorporate concurrent and retrospective DUR, along with a voluntary drug formulary and mandatory program to promote the use of generic prescription drugs, where appropriate (Maximum Allowable Cost Program). In addition, DUR will identify a variety of critical drug therapy problems including but not limited to:
- a. drug-disease conflicts;
- b. drug-drug interactions;
- c. allergy alerts;
- d. therapeutic duplicates;
- e. early refills;
- f. age/gender prescription conflicts;
- g. over-utilization; and
- h. under-utilization.
- i. drug/pregnancy

The above list of critical drug therapy problems may be modified by mutual agreement between the parties.

- 3. Quality assurance mechanisms will be designed to identify routinely inappropriate drug prescribing that could result in adverse medical outcomes, including hospitalization, by incorporating the following components:
- a total quality management (TQM) philosophy;
- rigorous pharmacy program management and performance monitoring;
- c. prescribing physician reeducation as necessary;
- d. client-specific program performance management;
- e. patient medication compliance monitoring; and
- f. outcomes assessment analyses.
- 4. The NMPP will provide for a comprehensive on-line, point-of-service claims processing system with an electronic telecommunications network that will help facilitate management of enrollee eligibility verification, formulary information, drug prescribing protocols, drug utilization review, pharmacy reimbursement, and possibly expanded patient information to make informed dispensing decisions.
- 5. Physician profiling will be incorporated into the NMPP to target physicians who exhibit persistently inappropriate prescribing patterns across their practices when compared to their peers.





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Pharmacist profiling will be incorporated also.

As a result of concerns identified above, the NMPP will provide for intensive individual physician and pharmacist education as necessary.

## B. Program Benefits

- 1. The following prescription drug coverages will be provided for hourly and salary employees, retirees, eligible surviving spouses and their eligible dependents enrolled in Standard Plan coverage:
- a. prescription drug expense benefits will be those standard and mail order benefits described in Article III. of the Program;
- b. for prescription drug services received from a participating provider under the NMPP, a Program member will have no out-of-pocket expenses except for the applicable copayment as described in Article III, Section 3. A. and the expenses described under the Maximum Allowable Cost Program provided under the National Account Program, for each prescription order or refill of a covered drug;
- e. for prescription drug services received from a non-participating provider, the Program member will be entitled to reimbursement from the Program Administrator for an amount as provided for under Part 5, Prescription Drug Benefits, of the National Account Program Administrative Manual, for each prescription order or refill of a covered drug;
- dc. a Program member who receives prescription drug services from a non-participating provider in an emergency (defined as the need for medication to alleviate pain and suffering or to prevent the progression of an acute course of illness) will be entitled to full reimbursement less a copayment as described in 1. b. above for each prescription order or refill of a covered drug.
- ed. Parties may add or delete drugs from the Maintenance Drug List, as necessary, on a mutually agreeable basis.

## C. Program Administrator

- 1. The Program Administrator will be selected jointly by the Corporation Company and Union.
- 2. The Program Administrator will establish uniform pharmacy protocols, pharmacy auditing procedures, drug utilization review processes and quality assurance procedures. From time to time, the Program Administrator may make recommendations to the CorporationCompany and Union with regard to implementing specific components (including but not limited to prior authorization for dangerous or abused drugs, step care therapy, appropriate quantity, dose optimization, safety edits, and a review of selected therapeutic classes for appropriate use) of the Program. These recommendations will be reviewed by the parties and implemented by mutual agreement.
- 3. The Administrator will provide the <u>CorporationCompany</u> and the Union with data reports that shall include, but not be limited to, such information as utilization of services, costs, quality measurements, use of various categories of drugs (e.g., generic, single source, multi-source, etc.), provider prescribing patterns and patient outcomes.

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- 4. The Administrator will monitor retail pharmacy network performance and will report such aggregate data, along with recommendations for retail network enhancements, regularly to the <a href="mailto:Company">Company</a> and the Union.
- 5. The Administrator will establish a network of participating retail network providers to provide satisfactory service to the enrollees and obtain contracts that have been reviewed by the CorporationCompany and the Union, with such providers. The Administrator will ensure that network pharmacists are selected, in part, on quality assurance criteria. In contracting with the participating providers, the Administrator will ensure that the providers fully understand the provisions of the NMPP, including eligibility requirements and benefit levels. The Administrator will negotiate appropriate fees with such participating providers.
- 6. The Administrator will contract with a mail order pharmacy network that has been reviewed and approved by the <a href="GorporationCompany">GorporationCompany</a>, and the Union. In contracting with the mail order pharmacy network, the Administrator will ensure the mail order pharmacy network fully understands the provisions of the NMPP including eligibility requirements and benefit levels. The Administrator will negotiate appropriate fees with the mail order pharmacy. The copayment for a prescription received from the mail order pharmacy shall be as described in the provisions regarding mail order coverage in Article III. of the Program.
- 7. The Administrator will make benefit payments to the participating providers or, in the case of services received from non-participating providers, the Administrator will make benefit payments to the member or non-participating provider, as appropriate.
- 8. The Administrator will prepare appropriate communications regarding the NMPP for enrollees, network pharmacists and, as necessary, for prescribing physicians.
- 9. The administrator will make equally available to the <u>GorporationCompany</u> and Union, on a regular basis, data relevant to evaluating the performance of the NMPP from the standpoint of access, quality, and cost effectiveness.
- 10. The Administrator will undertake these responsibilities through a contract with the Corporation Company that provides for performance standards with appropriate guarantees.

Very truly yours,

DAIMLERCHRYSLER CORPORATION FCA US LLC
By Mark J. Gendregske Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Nate Gooden Rich Boyer

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#### **Health Care Administrative Manual**

December 16, 2019September xx, 2023

(C-46) Health Care Administrative Manual

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. EstradaMr. Boyer:

During these negotiations, in a concerted effort to improve the administration of health care benefits, the parties agreed to the following time table regarding approval and distribution of the UAW Administrative Manual:

- The current draft of the Health Care Administrative Manual will be updated by the Control Plan with the changes as the result of these negotiations and a copy will be provided to the UAW and the Company no later than December 31, 20202024.
- UAW and Company representatives will have 180 days from receipt of the draft to review the updated Administrative Manual and advise the Control Plan of any proposed revisions. Failure to respond within 180 days by either of the parties will result in automatic approval.
- Copies of the approved Administrative Manual will be distributed to the UAW and the Company within 30 days following approval.
- Future benefit changes will be incorporated into the Administrative Manual by the Control Plan within 90 days of such changes.

Very truly yours,

FCA US LLC
By Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia EstradaRich Boyer

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## **Major Medical Expense Benefits**

December 16, 2019September xx, 2023

(C-54) Major Medical Expense Benefits

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. Estrada: Mr. Boyer

During these negotiations the parties agreed that the Major Medical Expense Benefits of the FCA US LLC Life, Disability, and Health Care Benefit Program will continue during the term of this agreement for O&C&E employees hired or rehired prior to April 15, 2010.

Very truly yours, FCA US LLC

By Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Cynthia EstradaRich Boyer

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## (102) ARTICLE I - THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 2. Program Effective Date

Any reference in this Program to the Effective Date of this Program or to the Effective Date shall be construed to mean December 16, 2019 September xx, 2023 and the provisions of this Program with regard to group life insurance, group accidental death and dismemberment insurance, group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall, except as otherwise expressly provided herein, become effective on the Effective Date; and the provisions of this Program with regard to group hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage shall, except as expressly otherwise provided herein, become effective for each locality providing such coverage on December 16, 2019 September xx, 2023 or such date thereafter as may be practicable for the locality. Until the applicable respective provisions of this Program become effective in accordance with the above sentence and except as otherwise expressly provided herein, the applicable provisions of the Insurance Program incorporated by reference in the collective bargaining agreements dated October 22, 2015 December 16, 2019 between the Company and the UAW shall continue in effect, but no change in benefits thereunder shall result from any adjustments in pay rates provided for in the collective bargaining agreement to which this Program is attached, prior to December 16, 2019 September xx, 2023. Notwithstanding the provisions in Article III, Section 1., all changes in coverage resulting from a change made in this Program from the Program in effect immediately prior to the Effective Date shall become effective in accordance with the first sentence of this Section, subject to Section 3. D. (2) below.

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## (103C) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 3. C. State and Federal Laws

## A. Local, State and Federal Laws

## 1. Disability Benefits

Where an employee is entitled to disability benefits under a local, state or federal law, whether the benefits are paid directly by the local, state or federal agency, by a third party through an insurance policy maintained by the Company to comply with such law or by the Company or the Company's Claim Administrator pursuant to an approved self-insurance arrangement (as approved by the applicable local, state or federal agency), the Company's obligation for sickness and accident, reinstated sickness and accident and extended disability benefits is limited to the amount by which the employee's benefit under the provisions of Article II exceed the local, state or federal benefit. Receipt of disability benefits under a local, state or federal law does not affect an employee's eligibility for benefits under Article II, Sections 6, 7 and 8; however, an offset for such benefit will be applied to an employee's sickness and accident, reinstated sickness and accident or extended disability claim, as applicable, for the same period for which benefits have been paid pursuant to such local, state or federal law. The provisions of this Insurance Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance shall not be applicable to employees who are or become subject to the laws of jurisdictions in which the laws now or hereafter may prescribe benefits, by whatever name called, and which laws are not pre-empted by the Employee Retirement Income Security Act of 1974, as amended (ERISA), for employees who are disabled by non-occupational sickness or accident, or similar disability. In that event, compliance by the Company with such laws shall be without prejudice to its rights and privileges under ERISA and shall be deemed full compliance with the provisions of this Program relative to group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance with respect to employees in such jurisdictions. Notwithstanding the foregoing, and without prejudice to its rights and privileges under ERISA, the Company will endeavor to continue to make available for employees in California, New Jersey and New York but at no cost to employees group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance coverage (with such changes as may be required from time to time by changes in the law or regulations or rulings) and will make available to employees subject to such laws, whether in Galifornia, New Jersey, New York or elsewhere,

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group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance coverage as nearly equal as practicable to that provided under the applicable insurance policies referred to in Article II, hereof; provided, that approval of:

(a) the insurance coverage now in-force or to be made available as compliance by the Company with the laws applicable, and

(b) the contents of the insurance policy and the contract forms of such coverage, is obtained and continuously maintained from the proper governmental authorities in the jurisdiction involved and, to the extent required, from the Michigan Insurance Department; and provided further that the cost to the Company of making such coverage available in such jurisdiction is not greater than the cost to the Company would have been if it had made available group sickness and accident insurance, group reinstated sickness and accident insurance and group extended disability insurance to the same group of employees under the applicable insurance policies.

#### 2. Health Care Benefits

In the event that any federal health security act or any other federal or state law, other than a workers' compensation or occupational disease law, is hereafter amended or enacted requiring that hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid coverage, or any combination thereof, be afforded for employees, or surviving spouses of certain deceased employees not eligible to retire or prescribing hospitalization, surgical, medical, prescription drug, dental, vision or hearing aid benefits, or any combination thereof, for employees or surviving spouses of certain deceased employees not eligible to retire, and if such law is not pre-empted by ERISA, Article III, Section 1. of this Program shall not be applicable to employees or surviving spouses of certain deceased employees not eligible to retire subject to that law. In that event, compliance with such law shall be without prejudice to the Company's rights and privileges under ERISA and shall be deemed compliance with the provisions of Article I. of this Program, with respect to employees or surviving spouses of certain deceased employees not eligible to retire coming within that law. Notwithstanding the foregoing, and without prejudice to its rights and privileges under ERISA, if as a result of such laws, the level of benefits provided for any group of employees, surviving spouses of certain deceased employees not eligible to retire or their eligible dependents is generally lower than the corresponding level of benefits under Article III. of this Program, the Company shall upon mutual agreement with the Union make available to such employees, surviving spouses or their eligible dependents hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage or supplemental coverage so that the total benefits provided will be as nearly equal as practicable to those referred to in Article III. of this Program with such contributions by employees, or surviving spouses of certain deceased employees not eligible to retire as are mutually determined to be consistent with the contributions established in such Article III. provided that approval of:

(a) such group insurance coverage or supplemental insurance coverage as compliance by the Company with or as permitted by such law, and

(b) the contents of the insurance policy and contract form of such group coverage or supplemental coverage, is obtained and continuously maintained from the proper governmental authorities in the jurisdiction involved, and, to the extent required, from the Michigan Insurance Department.

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Subject to the provisions of the Program and to the extent required by applicable law:

- (a) payments or contributions for coverages made with respect to an enrollee will be made in accordance with any assignment of rights made by or on behalf of such enrollee as required by a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act;
- (b) when enrolling an individual or determining or making payment for coverages with respect to such individual, the Program will not take into account the fact that such individual is eligible for or is provided assistance under a State plan for medical assistance approved under the applicable provisions of the Federal Social Security Act; and
- (c) in any case where the Program is legally liable for payment for items constituting medical assistance which have been paid for by a State plan approved under the applicable provisions of the Federal Social Security Act, the Program will make payment for such medical assistance in accordance with the applicable provisions of OBRA 93.

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(103D) Article 1. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 3. D. Effective Date of Insurance

## A. Effective Date of Insurance

#### 1. New Hire

(iii) A newly hired employee shall become eligible for coverage under this Program after the Effective Date described herein, (a) a newly hired employee shall become eligible for group life insurance and accidental death and dismemberment insurance on the first day in which employment commences, (b) a newly hired employee shall not be eligible for sickness and accident insurance benefits until the first day of the sixth calendar month next following the month in which employment commences; (c) a newly hired or rehired employee shall—net be eligible for hospital, surgical, medical, prescription drug, dental, hearing aid and vision coverage until the first day of the month next following the month in which the employee is actively at work after acquiring seven months of seniority as of the 90th day following date of hire or rehire ("Initial Eligibility Date");

## 2. Away From Work On Effective Date

If an employee is both disabled (i.e., ill or injured) and away from work, or is on a layoff or leave of absence, on the date any, sickness and accident, reinstated sickness and accident or extended disability coverage under this Program (except the coverages referred to in Article I, E. (2), and Article II., Section 1 B. and D.) would otherwise become effective for him (including changes in coverage which would otherwise become effective on the Effective Date of this Program described in Article I), the effective date of such coverage will be deferred until the date he returns to active work. A leave of absence existing on the Effective Date of this Program for an employee working with a Local Union or the International Union will not operate to defer the effective date of any coverage for such employee under this Program.

All employees who are covered or receiving or entitled to benefits, or having rights under the coverages in effect prior to the Effective Date of this Program who are not eligible to become covered thereby on the Effective Date of this Program, shall retain such status, benefits, or rights in accordance with the conditions, provisions, and limitations of such coverages so long as they remain ineligible to become covered by this Program.

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## 3. Returning from a Military Leave

An employee upon reporting for work from military leave of absence in accordance with the terms of such leave shall be immediately eligible, whether he is reinstated or immediately placed on layoff, at no cost to the employee, for group life and accidental death and dismemberment insurance coverage and for hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage for the remainder of the month in which he reports available for work. If such employee is immediately placed on layoff, such coverage (excluding dental coverage) commencing the first day of the month next following the month in which he reports available for work (a) will, if the layoff meets the conditions set forth in Section (3) of Article I of the SUB Plan, be continued in accordance with the table set forth in Article I, Section 3. E. with the group premium or subscription charges paid by the Company, and following the expiration of the maximum number of months for which coverage will be continued without cost to the employee, such coverage (excluding dental coverage) may be continued, but without contribution from the Company, for a maximum period of twelve additional months, or (b) may, if the layoff is not the type of layoff covered by (a) above, be continued, but without contribution by the Company, for a maximum period of twelve months; and in either case the day he reports for work from such military leave of absence shall be deemed to be his last day worked prior to layoff but only for the purpose of determining the period of continuation for such coverage.

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(103E1) Article 1. The Life, Disability and Health Care Benefit Program-Section 3. E. 1. Layoff

## A. Continuation and Termination of Coverage

For employees covered hereunder who cease to be actively on the payroll of the Company due to layoff, leave of absence or termination, the following will apply:

## 1. Layoff

## (a) Under SUB Plan Conditions

For a layoff that meets the conditions set forth in Section 3. Of Article I of the Supplemental Unemployment Benefit Plan (SUB Plan), the Company's contribution for insurance coverages described in Article II and III, except the contributory plans, will be continued so that the employee's insurance will be kept in force until the end of the month following the month in which the layoff began. For each full calendar month of layoff thereafter, the insurance, except sickness & accident, extended disability and dental coverages, will be continued without cost to the employee for the number of months of coverage, up to a maximum of twenty-four for which the employee would be eligible on the basis of his years of seniority on the date layoff begins, in accordance with the following table:

Year(s) of Seniority on Date Layoff Begins	Maximum Number of Months for Which Insurance will be Continued Without Cost to Employee	
Less than 1	0	
1 but less than 2	3	
2 but less than 3	5	
3 but less than 4	7	
4 but less than 5	9	
5 but less than 10	12	
10 and over	24	

In the event of an indefinite layoff, healthcare coverage, except for dental, will continue for a maximum of 24 months, provided the employee is eligible for SUB or Transition Assistance.

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Following the expiration of the Maximum Number of Months for which insurance will be continued without cost to the employee, the Company will make arrangements so that the employee may continue insurance as follows:

- (i) Life, Survivor Income, Accidental Death and Dismemberment
- by making monthly contributions at the rate of 50 cents per \$1,000 of group life insurance in force, up to a maximum period of twelve additional months.
  - (ii) Hospital, Surgical, Medical, Drug, Vision, Hearing Aid (Not Dental)
- Coverage will be continued through an automatic COBRA enrollment. The Company
  will subsidize the full cost of the COBRA coverage until the end of the month following
  the month in which the layoff began plus the number of months in the table above.
  Thereafter the COBRA can be continued at full COBRA cost paid by the employee for
  the remaining months of layoff up to a maximum of thirty-six (36) months.
  - (iii) Dental
- Coverage will be continued through an automatic COBRA enrollment. The Company
  will subsidize the full cost of the COBRA coverage until the end of the month following
  the month in which the layoff began. Thereafter the COBRA can be continued at full
  COBRA cost paid by the employee for the remaining months of layoff up to a
  maximum of thirty-six (36) months.

If an employee reaches his 65th birthday while his group life insurance is being continued under this Section, his insurance shall thereafter be reduced as provided in Article II, Section 1. B.

(b) Layoff Other Than (a) Above

For a layoff other than of the type covered in (a) above, the Company's contribution will continue until the end of the month following the month in which the layoff begins. Thereafter, the Company will make arrangements so that the employee may continue insurance as follows:

- (i) Life, Survivor Income, Accidental Death and Dismemberment
- by making monthly contributions at the rate of 50 cents per \$1,000 of group life insurance in force, up to a maximum period of twelve additional months.
  - (ii) Hospital, Surgical, Medical, Drug, Vision, Hearing Aid (Not Dental)
- Coverage will be continued through an automatic COBRA enrollment. The Company
  will subsidize the full cost of the COBRA coverage until the end of the month following
  the month in which the layoff began. Thereafter the COBRA can be continued at the
  full COBRA cost paid by the employee for the remaining months of layoff up to a
  maximum of eighteen (18) months.
  - (iii) Dental
- Coverage will be continued through an automatic COBRA enrollment. The Company will subsidize the full cost of the COBRA coverage until the end of the month in which

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GT 10/27/23 the layoff began. Thereafter the COBRA can be continued at full COBRA cost paid by the employee for the remaining months of layoff up to a maximum of eighteen (18) months.

The insurance as described in (b) (i) above of an employee on layoff who becomes totally and continuously disabled and becomes eligible for reinstated sickness and accident benefits under the provisions of Article II, Section 7.shall be continued while the employee remains totally and continuously disabled, but not to exceed the period for which the employee is eligible to receive extended disability benefits, with no employee contributions; and with the further provision that in each instance if group life insurance is in force when the employee reaches his 65th birthday, it shall thereafter be reduced as provided in Article II, Section 1.

The insurance as described in (b) (i) above of an employee who is placed on leave of absence because he is unable to return to work when recalled from a layoff due to his having become totally disabled while on the layoff, shall be continued or reinstated, and such insurance shall be continued for the duration of such leave of absence or a period equal to his seniority on the date of disability, whichever is less, with no employee contributions.

The insurance as described in (2) (d) below will apply to employees separated on a disciplinary layoff.

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(103E2) Article I. The Life, Disability and Health Care Benefit Program-Section 3. E. 2. Leave of Absence

#### Leave of Absence

For leave of absence, the Company's contributions for insurance coverage as described in Article II, except as described in (c) below, and Article III, except dental, will be continued in force until the end of the month following the month in which the leave of absence began. Dental coverage continues until the end of the month in which the leave of absence begins except as provided in (c) below. Thereafter, insurance coverage will be continued as follows:

## (a) Personal Leave

Insurance as described in this subsection may continue for the period described in (i), (ii) and (iii) below. This provision includes an employee who is granted a leave of absence because of a clinically anticipated disability based on the natural course of the employee's diagnosed condition. If however, such employee continues insurance as described below and subsequently presents medical certification from his/her personal physician, satisfactory to the Company, that the employee is totally disabled, the Company will contribute for insurance coverage for such employee from the date certification is presented on the same basis as set forth in (c) below.

- (i) Life, Survivor Income, Accidental Death and Dismemberment
- Coverage will be continued in force until the end of the month following the month in which the leave of absence began and then by making monthly contributions at the rate of 50 cents per month per \$1,000 of group life insurance in force, up to a maximum period of twelve additional months.
  - (ii) Hospital, Surgical, Medical, Drug Vision, Hearing Aid (not Dental)
- Coverage will be continued through an automatic COBRA enrollment. The Company will subsidize the full cost of the COBRA coverage until the end of the month following the month in which the leave of absence began. Thereafter the COBRA can be continued at full COBRA cost paid by the employee for the remaining months of leave up to a maximum of eighteen (18) months.

(iii) Dental

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Coverage will be continued through an automatic COBRA enrollment. The Company
will subsidize the full cost of the COBRA coverage until the end of the month in which
the leave of absence began. Thereafter the COBRA can be continued at full COBRA
cost paid by the employee for the remaining months of leave up to a maximum of
eighteen (18) months.

## (b) Union Leave

Insurance as described in (i), (ii) and (iii) below for Local Union leave and (b) (i) International Union leave requested by the employee's Local Union or International Union to permit him to work for the Local Union or the International Union may be continued until the date such leave or any extension thereof ceases to be operative.

- (i) Life, Survivor Income, Accidental Death and Dismemberment
- by making monthly contributions at the rate of 60 cents per \$1,000 of group life insurance in force.
  - (ii) Sickness and Accident
- by making monthly contributions of \$5.00.
  - (iii) Hospital, Surgical, Medical, Drug, Dental, Vision, Hearing Aid
- by making monthly contributions as a member of the group without contribution from the Company.
  - (c) Disability Leave

Insurance coverage as described in Article II and III, except the contributory plans, for an employee who is on an approved leave of absence because he has become totally disabled while actively at work or because he has physical limitations which require him to be temporarily separated as a "PQX Disability", shall be continued for the duration of such leave of absence or a period equal to his seniority, whichever is less, provided, however, that such employee attain coverage under Medicare Part B when first eligible to do so, with no employee contributions.

An employee who last worked prior to May 16, 1988, whose group coverage has been continued in accordance with the preceding paragraph and who qualifies for group life insurance permanent total disability benefits may further continue his hospital, surgical, medical, prescription drug, vision and hearing aid (but not dental) coverage without contribution from the Company for a period equal to his seniority on his last day worked, upon submission of such periodic proof of the continuance of such disability as the Company may reasonably require, subject to the approval of the local plans.

If any employee on disability leave of absence is determined to be "Able" in accordance with the Chrysler Disability Benefits – Disability Evaluation Program (DEP) Exam, and does not return to work following such determination, health care coverages will be discontinued on the first day of the month following the month in which such determination is made and not reinstated until the employee returns to work.

(d) Leave of Absence For Disciplinary Reasons

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The Sickness and Accident insurance of an employee who is placed on leave of absence for disciplinary reasons shall cease effective on the first day of such leave of absence; provided, however, that if the employee becomes disabled while on the disciplinary leave of absence, sickness and accident benefits shall not be paid during the period of such disciplinary leave. If the employee remains disabled beyond the period of the leave of absence, his disability shall be deemed to have commenced effective with the first normal workday following the termination of such leave of absence and sickness and accident benefits shall be payable following the appropriate waiting period if he is otherwise eligible to receive such benefits. Effective June 1, 1998, employees temporarily separated on a disciplinary leave of absence or disciplinary layoff under the absentee procedure shall have dental coverage continued until the end of the month following the month in which the disciplinary leave or disciplinary layoff begins.

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## (103G) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 3. G. Overpayment

## G. Overpayment

If it is determined that any benefit or benefits paid to an employee under the group insurance referred to herein, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such employee and hethey shall repay the amount of the overpayment to the Insurance Company or Claim Administrator, provided, however, that no repayment shall be required if notice has not been given within one year 6 months from the date the Insurance Company or Claim Administrator determines an overpayment exists was established and the overpayment was caused solely by Company or Insurance Company error. If the employee fails to repay such amount of overpayment promptly, the Insurance Company or Claim Administrator shall arrange to recover the amount of the overpayment as follows: by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance referred to in Section I., or may request the Company to make or arrange for an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company, or on the Company's behalf, or otherwise, to the employee in the form of wages or benefits. The Company shall have the right to make or arrange to have made deductions for recovering such overpayments from any such present or future wages or benefits which are or become payable to such employee. The Company intends that these deductions will be made in a reasonable manner so as not to cause employees undue hardship.

a) by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance referred to in Section 1;

b) by requesting the Company make or arrange for an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company, or on the Company's behalf, or otherwise, to the employee in the form of wages or benefits.

The Company shall have the right to make or arrange to have made deductions for recovering such overpayments from any such present or future wages or benefits, excluding Profit Sharing payments and any other bonus-related payments paid by the Company pursuant to the provisions of the Collective Bargaining Agreement, which are or become payable to such employee. The Company intends that these deductions will be made in a reasonable manner so as not to cause employees undue hardship.

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An overpayment recovery deduction pursuant to this section shall comply with all limits imposed by federal, state and local laws related to payroll deductions.

At the direction of the Company, the Insurance Company or Claim

Administrator shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance for the purpose of recovering overpayments made to an employee under any FCA US, LLC employee benefit plan. Amounts so deducted shall be remitted by the Insurance Company or Claim Administrator, by such remittance, shall be relieved of any further liability with respect to such payments.

If any benefits listed in Article II, Section 6., D., E. and Section 8. B. are awarded retroactively, they shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayment of any Program benefits shall be calculated accordingly.

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(103H) Article I. THE LIFE, DISABILITY AND HEALTH CARE BENEFIT PROGRAM - Section 3. H. Procedure for Review of Denied Claims

#### H. Procedure for Review of Denied Claims

To afford employees a means by which they can seek review and possible reconsideration of a denied life, disability and health care claims, internal procedures of the Company and the Insurance Company will provide a procedure as indicated below. The term "claims processor" in Section H.3 means an entity contracting with the Company, or subcontracting with an entity contracting with the Company, to process claims for covered benefits under the program.

#### 1. Life

If a claim for life insurance, survivor income benefit insurance, or accidental death and dismemberment insurance is denied in whole or in part, a notice will be sent explaining the reason for the denial. If there are any questions concerning the denial, inquiry should be made within 60 days from the date the claim was denied to the Insurance Company. The letter should state the reason the claim should not have been denied and should include a copy of the notice and any additional documents, records, information, or comments which have a bearing on the claim. Written notice of the decision will be sent within 60 days after receipt of the appeal.

## 2. Disability

- (a) The formal notification letter from the Insurance CompanyClaim Administrator by which the employee is advised that histheir claim is denied will inform the employee that if he hasthey have any questions regarding the denial they may be referred to the Insurance CompanyClaim Administrator.
- (b) Upon request, the Insurance CompanyClaim Administrator will advise what if anything the employee can do to support histheir claim for payment of benefits. The employee, by themselves or through their UAW Benefit Representative, may submit supporting documentation to the Claim Administrator, who will perform a review of extenuating circumstances or an independent review, as outlined in Article II, Section 6. At any time, without pursuing an extenuating circumstances or independent review, an

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0 |5 | 2023 A employee may request that their UAW Benefit Representative initiate an appeal as outlined in (d) below.

- (c) The employee may request a Union representative to discuss insurance matters with the Insurance Company to obtain this information. The Claim Administrator will notify the employee of their decision regarding the payment of benefits upon completion of their review of extenuating circumstances or independent review.
- (d) Upon request, a representative of the Insurance Company will review the employee's case with the Union representative. At this meeting, there will be furnished to the Union representative all the material pertinent to the claim including any detailed explanation of the reasons for the denial of the claim. If after the extenuating circumstances review or independent review, the employee's claim for benefits remains denied, or if the employee opts to initiate an appeal as noted in (b) above, the employee's UAW Benefit Representative may request an appeal on behalf of the employee. The appeal will be referred to the Company and the International Union for disposition.
- (e) If, after discussion with the representative of the Insurance Company the Local Union representative contests the position of the Insurance Company, he can refer the case to the International Union for review with the Company. At such time he should advise the Insurance Company of his intention. Upon receipt of the request for appeal as provided in (d) above, the Company and the International Union will review the claim on appeal. Either party may request that an Independent Medical Exam (IME) be undertaken to facilitate the appeal decision. The decision of the Company and the International Union on appeal will be final and binding on all parties.
- (f) The Company and the International Union will review the case, as at present, and if they are unable to resolve their differences the Company at the request of the Union will request a review by the Insurance Company Home Office and will incorporate in such request the Union's position. Such review will be conducted by a committee of three employees of the Insurance Company Home Office, at least one of whom shall be an officer of the Insurance Company.
- (g) The Insurance Company will report to the International Union and to the Company its action as the result of such review.

The provisions noted in (a) through (e) above apply to benefits denied under Sickness and Accident (Article II, Section 6) and Reinstated Sickness and Accident (Article II, Section 7). Upon request by the employee to the Claim Administrator, benefits denied under Extended Disability (Article II, Section 8) are subject to a review pursuant to the provisions of ERISA.

#### 3. Health Care

### (a) Initial Determination

If an application for benefits is denied in whole or in part, written notice will be made to the enrollee as soon as practicable but generally no later than 45 days (unless special circumstances require an extension of time) after the request is received. This notice will include:

- (i) The specific reason or reasons for the denial
- (ii) Specific reference to plan provisions on which the denial is based

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10/5/2023 A (iii) A description of any additional material or information necessary for the enrollee to perfect the claim and an explanation of why such material or information is necessary (iv) A description of the Plan's review procedures and applicable time limits

## (b) Appeal of the Initial Determination

If an enrollee wishes to appeal an adverse claim determination, the enrollee has at least 180 days following receipt of notification of an adverse benefit determination to submit a written appeal of the determination. Following the instructions provided on the Explanation of Benefit (EOB) form received from the Claims Processor, the enrollee must send the written appeal to the address of the appropriate Claims Processor. If the enrollee authorizes a local union benefit representative to act on their behalf, the union representative may file the appeal for the enrollee. In the case of a claim involving urgent care, when the services in question require preauthorization, the enrollee or authorized union representative may initiate the appeal by a telephone call to the appropriate Claims Processor.

Claims for eligibility should be sent to the third party eligibility administrator. The request for review should be submitted in writing to the Claims Processor (or third party eligibility administrator, as appropriate) and must include at least the following information:

- (i) Name of employee
- (ii) Name of plan
- (iii) Reference to the initial decision
- (iv) An explanation why the enrollee is appealing the initial determination

The Claims Processor (or third party eligibility administrator, if the issue is eligibility) will review the appeal and provide a decision on the appeal within the applicable time period. Claims Processors may use a two-step process for such appeals. If the two-step process is applicable, the enrollee should follow the instructions on the first appeal response received to elevate the appeal to the second step. In states that require HMOs to have an external review process, the HMO's appeal process may have three steps.

If the appeal is denied in whole or in part, the enrollee may bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 or the enrollee may follow the voluntary appeal process set forth in Section (c) below. No action at law or in equity may be brought to recover until the appeal rights in Sections (a) and (b) have been exercised and the plan benefits requested in such appeal have been denied in whole or in part.

## (c) Voluntary Appeal Process

If the enrollee disagrees with the decision of the Claims Processor, the enrollee may file a voluntary appeal. The enrollee may also request the local union benefit representative to review the claim with the International Union and the Company for further consideration.

The enrollee's decision to submit an adverse claim determination for review under the voluntary procedure will not have an effect on rights to any other benefits under the Plan.

The enrollee can elect to submit an adverse claim determination for review under the voluntary procedure only after exhaustion of the appeal process described in (b).

Any statute of limitations or other defense based on timeliness is tolled during the time that the voluntary review is pending. The Plan waives any right to assert that enrollee

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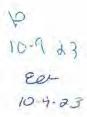
ves any right to assert that enrollee

has failed to exhaust administrative remedies because the enrollee did not elect to submit a claim determination for review under the voluntary process.

The Plan will not impose fees or cost for this review.

(d) PPACA External Review Process

Pursuant to the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2012, enrollees shall have the additional option of external review. To the extent any or all of the external review mandates are repealed or otherwise eliminated under PPACA, the external review will likewise be eliminated and the terms of the Program will revert back to those in place immediately prior to the adoption of the eliminated covered service(s). If the external review is modified the Company reserves the right to make the required changes.



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## (302) ARTICLE III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 2. Enrollment

## A. Employee, Surviving Spouse

No employee or surviving spouse shall be covered under this Program unless he is eligible and has duly enrolled therefor. A surviving spouse eligible but not insured for hospital, surgical, medical, prescription drug, dental, vision and hearing aid coverage under B.(1) above will be given an opportunity to enroll for such coverage, which coverage will become effective on the first day of the calendar month next following the month in which enrollment occurs, and may be retroactive to a date not more than twelve months prior to enrollment.

## B. Enrollment Category

Group hospital, surgical, medical, prescription drug, vision, hearing aid and dental coverage may include, at the option of the employee or surviving spouse, protection for (1) self, (2) 2 party, or (3) family, according to the eligibility provisions defined herein.

- C. Dependent Enrollment
- (1) General Provisions
- (a) As used in this section, when reference is made to a person, i.e. "person A" being "dependent upon" another person, i.e. "person B," the term shall mean that "person B" may legally claim an exemption for "person A" under section 151 of the Internal Revenue Code, of 1986, as amended from time to time for federal income tax purposes.
- (b) The provisions of this section apply with respect to enrollment of certain dependents of employees and surviving spouses who elect the options referred to above, and to enrollment of sponsored dependents under subsection (5) below. Unless specifically provided otherwise in the Program, such a dependent has no individual or personal right of enrollment, right to select a coverage option or right to continue coverages under the Program.
- (c) The Company shall have the right of determining eligibility of a dependent, consistent with the provisions of this Program.
- (d) An employee or surviving spouse claiming initial or continuing eligibility of a dependent shall furnish (i) the social security number of such dependent for whom they are

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claiming eligibility and for whom they are required to provide a social security number to claim an exemption on their Federal income tax return. If the dependent has not been assigned a social security number at the time the eligibility claim is made, a social security number shall be obtained promptly and reported to the Company; and (ii) any other documentation that may be necessary to substantiate the claimed eligibility of a dependent. Refusal or failure to furnish a dependent's social security number or any other documentation necessary, when requested to do so, shall result in denial or withdrawal of eligibility for such dependent.

- (e) Unless otherwise provided, a dependent who loses eligibility in accordance with the provisions of this Program and who once again meets the requirements for dependent eligibility, may have coverage reinstated. The effective date of coverage in such cases will be the first day of the month following the month in which a valid enrollment process is completed.
- (f) When, as a result of oversight or error, an eligible employee, surviving spouse or dependent entitled to Company-sponsored coverage is not enrolled in a timely manner, coverage may be provided retroactive to the date of eligibility that would have been established if proper processing had occurred. However, in no event will retroactivity exceed twelve (12) months from the month in which the error or omission is discovered.
- (g) Notwithstanding any other provisions of the Program, the Program shall provide coverages in accordance with the applicable requirements of a qualified medical child support order and establish reasonable procedures related to such orders as required by and consistent with the Omnibus Budget Reconciliation Act of 1993 (OBRA 93).

The Company will pay the group premium or subscription charges due for all retroactive coverage.

This retroactive enrollment provision shall not apply to surviving spouses who are not entitled to Company-paid coverage. Such surviving spouses electing to continue coverages on a self-paid basis must make such election within three (3) months following the month of the deceased employee's death, or within three (3) months of the last month for which the Company made contributions for health care coverages. This retroactive enrollment provision also shall not apply to principally supported children or sponsored dependents, as discussed in subsections (5) and (6) respectively below.

The Company, the Union and the respective carrier(s) will, from time to time, conduct educational campaigns stressing the need for enrolled employees, and surviving spouses to provide timely notification to the Company of changes in eligibility of all enrolled dependents.

#### (2) Spouse

- (a) The spouse of an eligible and enrolled employee shall be eligible for coverage. A surviving spouse of an employee may not have or add a new spouse as a dependent.
- (b) A spouse by common-law marriage shall be eligible for coverage only to the extent such relationship is recognized by the laws of the state in which the employee is enrolled, and the employee has met such requirements for documentation of the status as may be necessary by law and required by the Company.
- (c) The effective date of coverage for a spouse shall be the later of the effective date of coverage for the employee or the date of marriage. For a common-law spouse, the

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effective date of coverage shall be the date of valid enrollment and receipt by the Company of any necessary supporting documentation.

- (d) A spouse's eligibility for coverage shall cease on the earlier of:
- (i) the date the employee's coverage ceases, except that, in the case of the employee's death, coverage shall cease on the last day of the month following the month in which the employee dies, unless the spouse is eligible for coverage as a surviving spouse as set forth in B. above, or
  - (ii) the date of the final decree of divorce.
  - (3) Children

The eligibility rules as described in sections (a) (i) and (ii) through (a)(v) below will not apply in regards to Hospital, Surgical, Medical, Drug, Dental, Vision, and Hearing Aid. only for as long as the Patient Protection and Affordable Care Act (PPACA), signed into law on March 23, 2010, is in effect; and the child will remain eligible for such coverage until the end of the month in which the child attains age 26. Should this law be appealed or amended to no longer require this extension of eligibility for the children by birth or legal adoption of a primary enrollee, or the spouse of a primary enrollee, the age, marital status, dependency and residency requirements will again be required in order for the child to be eligible for coverage.

- (a) Children of an employee or of the spouse of an eligible and enrolled employee shall be eligible for coverage if, as to each one, the following criteria are met:
- (i) Relationship. The child must be the child of the employee, or of an employee's spouse, by birth, legal adoption, placement for legal adoption of a child under age eighteen (18), or legal quardianship. In the case of a child who has been placed for adoption with the primary enrollee, or an enrollee's spouse, such enrollee or spouse must have assumed and retained a legal obligation for total or partial support of such child in anticipation of adoption consistent with the applicable provisions of OBRA 93.
- (ii) Age. The child must not have reached the end of the calendar year in which the child becomes age 19may be eligible until the end of the month in which the child attains age 26. To be eligible for continued coverage, however, a child between the ages of 19 and 24 must meet the eligibility criteria indicated in (1)(a) above and qualify as a full time student. Eligibility shall cease as of the last day of the month in which the child is no longer a full time student.

Coverage may also be continued beyond age 19 (age 24 for a child who is a full time student)26 if the child has been determined to be totally and permanently disabled as described in (e) below.

- (iii) Marital Status. The child must be unmarried.
- (iv) Residency. The child must reside with the employee, as a member of the employee's household or, if not a member of the household, the employee must be legally responsible for the provision of health care (such as children of certain divorced parents, legal guardianships, children confined in training institutions, or children in school)
- (v) Dependency. The child must be dependent upon the employee, or upon the spouse of an eligible and enrolled employee. This requirement shall be waived with respect to a child (by birth, legal adoption or legal guardianship) of an employee, if a divorce decree,

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or order of the court of proper jurisdiction, or amendment of such decree or order, stipulates that such employee is legally responsible for providing health care coverage for such child.

- (b) An eligible surviving spouse may not enroll a child unless the child was eligible to be enrolled prior to the death of the employee or, in the case of a child born after the death of the employee, unless such child is the issue of the surviving spouse's marriage to the deceased employee, and was conceived prior to such employee's death.
- (c) The effective date of coverage for a child shall be the later of the effective date of coverage for the employee, or in the case of:
  - (i) Birth the date of birth;
- (ii) Legal Adoption the date of residence in the employee's household or petition for adoption, whichever occurs later; or, in the case of a child who meets the criteria for placement for adoption under OBRA 93, the date of the assumption and retention of a legal obligation for total or partial support;
- (iii) Legal Guardianship the date guardianship becomes final in accordance with applicable laws subject to requirements in (4) below; and
  - (iv) Stepchild the date the child becomes a member of the employee's household.
  - (d) A child, as defined above, shall cease to be eligible for coverage as of:
  - (i) the date of marriage of such child;
- (ii) the last day of the month in which the child ceases to be dependent upon the employee, or upon the spouse of an eligible and enrolled employee, unless the exception in (a)(v) above applies;
- (iii) the last day of the month in which the child ceases to meet the residency criteria of (a)(v) above;
- (iv)(i) the last day end of the calendar yearmonth in which the child becomes age 19 (age 24 for full time student) attains age 26, except in the case of a totally and permanently disabled child (in the event coverage for a totally and permanently disabled child is continued, eligibility for such coverage shall cease as of the last day of the month in which the child ceases to be totally and permanently disabled, as defined in (e) below);
- (v)(ii) the date the employee's coverage ceases, except that, in the case of the employee's death, coverage for such dependent child shall cease on the last day of the month following the month in which the employee dies, unless such child is eligible for coverage as a dependent child of the surviving spouse of such employee; or
- (vi)(iii) the last day of the month in which the primary enrollee, or the spouse of an eligible and enrolled employee, or the order of a court of competent jurisdiction, terminates the legal obligation for total or partial support for a child who met the criteria for placement for adoption under OBRA 93.
- (e) For the purposes of (a) (ii) and (d) above, "totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or be of long-continued or indefinite duration.

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Coverage will not be reinstated for a child:

- (i) who first becomes totally and permanently disabled after the end of the calendar year in which age 24 is attained;
- (ii) who was eligible for coverage as a totally and permanently disabled child, recovers, and after the end of such calendar year, again becomes so disabled; or
  - (iii) who was not eligible for coverage at the time of disability.
  - (4) Legal Guardianship Children
- (a) Children residing with and related to the primary enrollee or current spouse by blood (up to and including second degree relatives) and for whom the enrollee provides support (as defined by the Internal Revenue Code of the United States) and who were reported as dependents on the employee's most recent income tax return or who qualify in the current year for dependency tax status, may be enrolled as legal guardians.
- (b) Proof of legal quardianship will be required for enrollment and continued eligibility in the program.
- (c) Coverage will be termed effective the earlier of the end of the year the child turns 19 or legal guardianship is terminated.
  - (5) Principally Supported Children
- (a) Children residing with and related to an employee by blood or marriage and for whom the employee provides principal support (as defined by the Internal Revenue Code of the United States) and who were reported as dependents on the employee's most recent income tax return or who qualify in the current year for dependency tax status, may be enrolled as principally supported children. Effective January 1, 2008, no new principally supported children will be eligible for coverage. Current principally supported children will be able to remain on coverage as long as eligibility requirements are maintained. If eligibility is terminated for any reason, re-enrollment will not be allowed.
- (i) A surviving spouse may continue coverages for a principally supported child enrolled by the deceased employee prior to such employee's death, but may not enroll a new principally supported child unless such child was eligible to be enrolled by the deceased employee as of the date of death.
- (ii) The continuation of coverage provision based on total and permanent disability as indicated above in item (3)(a)(ii) and (3)(d)(iv) and the residency waiver based on legal responsibility for the provision of health care, which apply to other children as indicated in item (3)(a)(iv), does not apply to principally supported children.
  - (iii) The other criteria of item (3)(a) apply to principally supported children.
- (iv) The effective date of coverage for a principally supported child shall be the first day of the month following the month in which a valid enrollment process is completed and any necessary supporting documentation is received.
- (v) Eligibility of a principally supported child shall cease as it would for any other child in accordance with item (3)(d).

(6) Sponsored Dependents

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- (a) An employee may obtain optional health care coverages (other than dental or vision) for dependents other than those specified in item C. (1), (2), (3), and (4), and (5) above. Such dependents will include persons who are related to the employee by blood or marriage, or if not related, resides with the employee as members of the household; provided, however, that sponsored dependents (other than a child being adopted by the employee or retiree) who are not citizens of the United States must reside in the United States for one (1) full year, and must be legally entitled to remain in the United States indefinitely before becoming eligible for coverage. Sponsored dependents must be dependent upon the employee for more than half of their support as defined by the Internal Revenue Code of the United States and must either qualify to be claimed as an exemption by the employee in the current year or have been claimed as an exemption on the employee's most recent Federal income tax return. They must be designated as sponsored dependents through a valid enrollment process as determined by the Company. The coverages shall be the hospital, surgical, medical, prescription drug and hearing aid coverages provided under the Program option elected by the employee. For the purposes of this paragraph, an adopted child shall be considered to be related to the employee "by blood."
- (b) Coverages provided for a sponsored dependent enrolled at the time of an employee's death may be continued at the option of the employee's surviving spouse while such surviving spouse is enrolled for coverages as provided in B. above. A surviving spouse may not add any new sponsored dependents.
- (c) The employee shall pay the full additional cost of coverages under this paragraph, and the Company shall not contribute toward the cost of health care coverages for any sponsored dependents.
- (d) The effective date of coverage for an eligible sponsored dependent shall be the later of the effective date of coverage for the employee, or the first day of the month following the month of receipt by the Company of a completed enrollment form and any supporting documentation as may be required by the Company; provided, however, that the effective date of coverage for a sponsored dependent previously enrolled as such, and whose coverage as a sponsored dependent was discontinued, shall be the first day of the sixth month following the month of receipt by the Company of a completed enrollment form and any supporting documentation as may be required by the Company.
  - (e) Coverage for a sponsored dependent shall cease on the earlier of:
- (i) the last day of the month in which the person ceases to meet the eligibility criteria set forth in (a) above,
- (ii) the last day of the month preceding the month for which the required contribution was due but not paid, or
- (iii) the date the employee's coverage ceases except that in the case of the employee's death, coverage for such sponsored dependent shall cease on the last day of the month following the month in which the employee dies, unless the sponsored dependent has coverage continued in accordance with (b) above.

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## Exhibit B

# (304-D) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 4. D. Administrative Manual

# (1) Contents

An Administrative Manual developed by Blue Cross Blue Shield of Michigan or another carrier for the National Account Program for use by all participating local carriers shall be brought up to date as necessary. Blue Cross Blue Shield of Michigan or another carrier shall have the sole responsibility for any necessary revisions of the Manual so as to describe the benefits specified in the Collective Bargaining Agreements. Among other things, the Manual should:

- (a) Explain the benefits and the regulations governing their payment.
- (b) Include the standardized administrative practices and interpretations which affect benefits.
  - (c) List the limitations and exclusions of the coverage.
- (d) Define all those terms related to the programs provided (such as facility, physician, etc.).
- (e) Define eligibility for coverage as a dependent, including "Sponsored Dependents."
  - (f) Describe procedures for status changes and terminations.
- (g) Define the data to be provided with respect to the operation of the National Account Program.
- (h) Describe the Coordination of Benefits and Reimbursement for Third Party Liability provisions.
  - (2) Amendment
- (a) The Control Plan shall forward copies of any proposed Administrative Manual revisions to the Company and the Union. The Company and the Union, after joint discussion and review, will advise the Control Plan of any action to be taken regarding the proposed

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revisions. The Control Plan shall issue the official controlling revised edition of such Administrative Manual sections within 30 days of receipt of such advice of action.

(b) The following benefit additions, deletions or modifications for the SCN and PPO options have been incorporated in the Administrative Manual. Health Plan benefit enhancements effective January 1, 2008 and later will only be provided to employees who are active on or after September 15, 2007 and their covered dependents unless otherwise noted below in this section:

# (i) Departicipating Hospitals

The Company will request Blue Cross and Blue Shield of Michigan, or another carrier in its capacity as Control Plan for the National Account Program to assure that each participating Blue Cross carrier, or another carrier institutes the following procedure in the event a hospital departicipates from its Blue Cross, or another carrier network.

- (1) A carrier will give adequate notice at the earliest possible date to enrolled employees of a hospital's departicipation and of the payment arrangements in such a departicipating situation.
- (2) For those patients already hospitalized before a hospital departicipates, full covered benefits will be paid until the end of the hospital stay or until the available days of care are exhausted.
- (3) For patients admitted during the first 30 days after the initial date of each hospital's departicipation, full covered benefits will be paid for all admissions to such departicipated hospital until the end of the hospital stay or until the available days of care are exhausted. For patients admitted after such 30 days, the appropriate nonparticipating hospital rate shall apply, except as provided in 4. below.
- (4) Upon admission in an emergency (as determined by the carrier) to a hospital that has departicipated, when the member cannot be safely moved to a participating hospital, the member will be entitled to full covered benefits during the first five days of the hospital stay. After five days from the date of such emergency admission, payment will be at the appropriate nonparticipating hospital rate. If at any time during such an admission the patient is moved to a participating hospital, payment may be made for the reasonable charges for ground ambulance transfer of up to 25 miles, upon approval of the attending physician and the carrier. This approval must be based on the physician's medical certification that the transfer will not endanger the patient's health and of carrier certification that the subsequent stay will be of sufficient duration to justify the transfer. If transfer to a participating hospital cannot be arranged, either because such a transfer would endanger the patient's health or because the subsequent stay would not be of sufficient duration to justify transfer, full covered benefits will be paid until the end of such hospital stay or until the available days of care are exhausted.

If such a hospital regains its participating status within six months after departicipating, the carrier will retroactively make payments for the balance of the hospital's reasonable charges (as determined by the carrier) for covered services for patients admitted during the period of departicipation. The carrier shall arrange that such payments relieve the patients of any further financial obligation with respect to covered services received during the departicipation period, and that any portion of such balance previously paid by the patient shall be refunded.

(ii) Nonparticipating Hospital Rate

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Effective January 1, 2024, Blue Cross or another health carrier's maximum payment for inpatient room and board charges with respect to nonparticipating general acute care hospitals will be \$230\$500 per day and payment for inpatient ancillary charges at such hospitals will be up to \$20\$50 per day (a total of \$250\$550 per day). It is further agreed that, upon implementation, the daily benefit rate supersedes other benefit arrangements for inpatient services in nonparticipating general acute care hospitals in all areas serviced by the carrier(s).

Certain covered emergency services received in the outpatient department of a nonparticipating hospital will be paid on the same basis as if in a participating hospital. To qualify for payment, the claim must be for services related to a medical emergency or a serious bodily injury that requires immediate medical attention to avoid placing the enrollee's life in jeopardy, permanent damage to the enrollee's health or significant impairment of bodily functions. Treatment must be provided at the hospital immediately following the medical emergency or injury. Payment will not exceed the amount that would be paid to a participating hospital, and there can be no assurance that the payment will cover the entire amount billed by the hospital.

Present benefit arrangements shall continue to apply to admissions to nonparticipating hospitals which are not classified as general acute care hospitals.

When services are provided by a non-participating hospital eligible only for limited payment of covered services, payment for outpatient services shall be made up to \$35.00\$50.00 for each condition towards the hospital's regular charges for covered services, except as otherwise provided for treatment of certain medical emergencies and accidental injuries.

# (iii) Outpatient Physical Therapy

Coverage is provided for physical therapy when performed in the outpatient department of a hospital or in an approved free-standing physical therapy clinic. This benefit is limited to 60 visits annually per condition. The benefit period is renewable each calendar year, immediately following surgery related to the condition for which outpatient physical therapy benefits were originally provided or following a distinct aggravation of the condition for which physical therapy has been rendered. Physical therapy, speech therapy, hearing therapy and/or functional occupational therapy provided in the same visit shall be counted as one visit toward the total visit limitation. The outpatient physical therapy benefit includes coverage for separately billed speech, hearing, and functional occupational therapy (whether or not provided in conjunction with physical therapy).

Effective January 1, 2012 Independent Occupational Therapists (IOTs) and Independent Speech and Language Pathologists ISLPs are covered in-network subject to applicable benefit plan design (deductible, coinsurance, out-of-pocket maximum and office visit coinsurance/ copayment).

In order for the IOTs and ISLPs to be covered they must meet Program Standards and be recognized by the state for direct reimbursement and be approved by the carrier for reimbursement for certain professional services in accordance with their training and licensure. The Program Standards shall include, but are not limited to, the requirements that the individuals be registered, certified and/or licensed as applicable under state law, be legally entitled to practice their specialties at the time and place services are performed, and that they render specified services which they are legally qualified to perform.

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# (iv) Body CAT Scans

Computerized Transaxial Tomography, is a covered benefit for diagnostic examinations of the head and certain parts of the body as approved by Medicare in those local carrier areas in which the Control Plan determines that controls have been established consistent with Control Plan criteria, including the requirement that benefits would be payable for body scans only when provided on equipment approved by a recognized area health planning agency or comparable approval organization.

The Company and Union will develop and implement a process, upon recommendation of the carriers, to review and approve, as may be necessary to meet the needs of covered persons in certain areas, CAT scanners, or other new imaging technology, including but not limited to Nuclear Magnetic Resonance Imaging and Positron Emission Transaxial Tomography, which do not meet the approval requirements specified in this Program.

# (v) Optional Second Surgical Opinion

Employees and their eligible dependents may voluntarily obtain a second opinion under the Optional Second Surgical Opinion Program.

Prior to proceeding with the surgery, it may be in the enrollee's best interest to receive another opinion about his/her condition, and in some cases, a second opinion may lead to alternative treatment. However, in order for the optional second surgical opinion to be paid for by the Company, the enrollee must make arrangements for the consultation through the Carrier's Pre-Determination Center. If the enrollee receives a Second Surgical Opinion, and with subsequent Plan approval, all services are covered in full, including the physician's consultation and any necessary x-ray and laboratory tests.

# (vi) Spine and Joint Program

Effective January 1, 2024, or as soon as practicable, Spine and Joint Program services will be added to the existing services requiring prior authorization.

## (vi)(vii) Durable Medical Equipment (DME)

Coverage for durable medical equipment (DME) rented or ordered shall be based on categories of equipment covered by Medicare.

In addition, the following items are covered, subject to any stated conditions and to the other provisions of the Program and this section, although not Medicare-approved:

- (1) blanket supports (also known as cradles);
- (2) neuromuscular stimulators, if prescribed by an orthopedic or physiatric specialist;
- (3) positioning transportation chairs, prescribed as alternatives to traditional wheelchairs for children fourteen (14) years of age and under, who suffer from neuromuscular disorders, closed head injuries, spinal cord disorders or congenital abnormalities:
- (4) electromagnetic bone growth stimulators, prescribed as an alternative to bone grafting in cases of severe physical trauma involving non-union of long bone fractures (in

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excess of 90 days from the date of fracture), or failed bone fusion;

- (5) portable insulin infusion pumps, prescribed only when the diagnosis is insulindependent type I diabetes mellitus and there is documentation by the physician of poor diabetic control (i.e., widely fluctuating blood sugar before mealtime, frequent episodes of insulin reaction, evidence of frequent ketosis), or dependent-type I diabetes mellitus complicated by pregnancy.
- (6) pressure gradient supports (also known as burn pressure garments) prescribed for circulatory insufficiency conditions to promote and restore normal fluid circulation in the extremity (up to four times annually for chronic conditions unless there is a change in physical condition such as a gain or loss of weight of the patient), and when prescribed to enhance healing and prevent scarring of burn patients;
- (7) phototherapy (bilirubin) light with photometer, for patients under the age of one (1) having a diagnosis of hyperbilirubinemia;
- (8) special features which, although not subject to review and approval under Medicare Part B, are necessary to adapt otherwise covered equipment for use by children;
- (a) deluxe equipment or features which are not medically necessary for the treatment of the enrollee's condition and required in order for such enrollee to be able to operate the equipment, provided, however, that benefits are limited to the comparable cost of basic, standard equipment.
- (b) continuous passive motion device for use on elbow and shoulder after surgical treatment.

(viii)(viii) Prosthetic and Orthotic Appliances

Effective October 1, 2007 eCoverage is provided for individually fitted arch supports used with a shoe that is not attached to a brace for enrollees. Coverage is limited to arch supports that are prescribed in writing by a physician for an orthopedic, neuromuscular, vascular or insensate foot condition excluding flat feet that has failed to respond to a course of appropriate conservative treatment (e.g., physical therapy, injections, anti-inflammatory medications), or when prescribed following foot surgery or trauma when the patient is receiving arch supports as a part of post surgical care. All arch supports must be obtained from a provider in the P&O program. No additional payment will be made for separately billed charges for fitting each arch support. Arch supports shall be covered once every 3612 months and are limited to procedure codes L3000, L3020, L3030, and L3031.

Coverage for appliances (except for experimental or research appliances or devices) shall be based on appliances covered by Medicare, provided that coverage for therapeutic shoes prescribed for diabetics not eligible for Medicare shall be limited to the diagnoses established by the Control Plan.

The following items are covered subject to any stated conditions and to the other provisions of the Program and this Subsection, although not Medicare approved:

- (1) any style of orthopedic footwear, other than a basic oxford, when the shoes are an integral part of a covered brace; and
- (2) all orthopedic shoe inserts, arch supports, and shoe modifications, used with a shee that is attached to a covered brace.

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- (3) Wigs and appropriate related supplies shall be a covered benefit for all enrollees subject to the limitations outlined below for those enrollees suffering hair loss from the effects of chemotherapy.
- (a) for the first purchase of a wig and necessary related supplies (stand and tape) coverage will be provided up to \$200.
- (b) thereafter, at intervals of not less than 12 months, coverage will be provided up to \$125 towards the purchase of a wig and necessary related supplies.

Process for Updating Durable Medical Equipment and Prosthetic and Orthotic Appliance Coverages:

- 1. A procedure has been established for the ongoing periodic update of the durable medical equipment and prosthetic and orthotic appliance coverages.
- 2. Written notification of changes in Medicare Part B durable medical equipment and prosthetic and orthotic appliance coverages, and other recommendations for coverage changes, will be provided to the Company by the Control Plan. The notifications and recommendations shall include, but not be limited to, the following information:
- (a) Quality of care, access and appropriate utilization concerns and proposed actions to resolve such concerns;
- (b) Any item(s) being replaced by new item(s), and a plan for discontinuation of coverage for the replaced item(s); and
  - (c) Positive or negative impact on Program costs.
- The Company will implement Medicare Part B coverage changes and review and approve or disapprove other Control Plan recommendations. When a change is made, an effective date will be established.
- 4. The Control Plan will advise appropriate Carriers of any changes which are approved through this procedure, the effective dates, and any applicable administrative rules.

(viii)(ix) Speech Therapy for Children

Speech therapy for congenital and severe developmental speech disorders is a covered service for children under six (6) years of age, when not available through other public agencies (e.g., state, school, etc.), up to sixty (60) visits annually. Benefits are payable after attainment of age six (6) for continuous treatment which began prior to age six

(ix)(x) Medically Necessary Private Room

Hospital expense benefits shall be provided in private accommodations when medically necessary for conditions set forth in the revised National Account Program Administrative Manual pages, reviewed and agreed to by the parties.

(x)(xi) Hospice

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The current National Hospice Care Program for the terminally ill will be continued. All covered persons except those enrolled in the Health Maintenance Organization option will be eligible.

Pre-hospice coverage will be provided for members and their families with a lifetime maximum of 28 visits. An enrollee is eligible for pre-hospice services by recommendation of a physician who certifies that the patient has been diagnosed with a terminal illness. The enrollee is admitted to the hospice program by order of a physician who certifies that the enrollee requires the type of care available through the hospice and that the enrollee has a life expectancy of twelve (12) months or less. Participation in the pre-hospice or the hospice program will not require the enrollee to waive curative care.

(xii)(xiii) Plastic, Cosmetic and Reconstructive Surgery

Rhytidectomy shall be a covered procedure when there is secondary visual impairment resulting from conditions such as Bell's Palsy. In order for benefits to be payable, a medical review must result in the determination that secondary visual impairment exists and would be corrected by such surgery. Facility charges for non-covered plastic and cosmetic surgery are no longer covered.

(xiii)(xiii) Ambulance Services

Coverage for ambulance services shall be provided under the following conditions:

- (1) Ambulance services must be medically necessary.
- (2) The provider of such ambulance services must meet Medicare criteria for approval.
  - (3) Ambulance benefits are provided for local ground transportation for purposes of:
- (a) transferring (one-way or round trip) of a hospital inpatient, or patient seen in the emergency room to another local hospital when lack of needed treatment facilities, equipment or staff physicians exists at the first hospital, or
- (b) transporting (one-way or round trip) of a hospital inpatient to a non-hospital facility for examination with a covered CAT scan and the following conditions are met:
- the services are not available in the hospital in which the individual is an inpatient or in a closer local hospital, and
- the free-standing facility providing the treatment is approved by the state planning agency or comparable approval process.
- (c) for services provided on or after January 1, 2000 and for purposes of emergency transportation of:
- Transporting a patient one way from the scene of an emergency incident to the nearest available facility qualified to treat the patient.
- Transporting a patient one way or round trip from the home to the nearest available facility qualified to treat the patient.

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- Medical emergency/accidental injury patients are provided one-way transportation from the home to the facility. Return trip will not be considered medically necessary following stabilization.
- Home-bound patients are provided round trip transportation from the home to the facility and back when medically necessary (other means of transportation could not be used without endangering the patient's health).

Ambulance services by air or water shall be covered and limited to the transportation of an enrollee one way from the scene of an emergency incident to the nearest available facility qualified to treat the patient.

(4) A physician must prescribe the services which necessitate use of ambulance transportation for services described in (c), (i) and (ii) above.

(xiii)(xiv) Sterilizations

Male and female sterilizations shall be covered irrespective of medical necessity. Sterilization reversals are not covered.

(xiv)(xv) Human Organ Transplant

Subject to the conditions listed below, Single Organ Transplants including Heart, Lung, Pancreas, Liver, Small Bowel, and Multi-Organ Simultaneous Transplants including Heart-Lung, Pancreas-Kidney, Small Bowel-Liver, and Liver-Kidney human organ transplants will be a covered benefit.

- (a) The enrollee is accepted by the basic medical carrier as a transplant candidate.
- (b) The transplant operation must be performed at a Center of Excellence approved by the carrier.
- (c) Covered benefits for professional fees are limited to the maximum allowable payment for each transplant as determined by the carrier.
- (d) Covered benefits will be reduced by any amount payable from other sources, such as foundations, grants, governmental agencies or programs, research or educational grants and charitable organizations.
- (e) Except in emergency situations, each of these organ transplant procedures must receive predetermination approval that such transplant is appropriate and medically necessary. The predetermination review will be based on information provided by the patient's hospital and physicians, as well as other professional sources, such as medical publications, local and/or national medical opinions and professional group studies, as well as other criteria upon mutual agreement of the parties.

(xv)(xvi) Technical Surgical Assistants

Technical surgical assistant services provided by a physician who actively assists the operating physician are covered when medically necessary and when related to covered surgical or maternity services. In order for the services of the assistant surgical physician to be covered, it must be certified that the services of interns, residents, or house officers were not available at the time.

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# (xvi)(xvii) Pap Smear Services

Coverage is provided for laboratory and pathological services for one (1) routine Papanicolaou (PAP) smear per enrollee per calendar year to detect cancer of the female genital tract when prescribed by a physician. More frequent PAP smears will be covered only when specifically prescribed for one of the following conditions: previous surgery for a vaginal, cervical, or uterine malignancy; presence of a suspect lesion in the vaginal, cervical, or uterine areas as established through clinical examination; or a positive PAP smear leading to surgery and requiring a post-operative smear.

(xvii)(xviii) Proctoscopic Examination

Proctoscopic examinations with biopsy are covered. Proctoscopic examinations without biopsy are covered once every three (3) calendar years after age 40 is attained.

(xviii)(xix) Mammography Screening

Coverage is provided for routine mammography screening to detect breast cancer when prescribed by a physician. Benefits shall be provided in accordance with the following guidelines established by the American Cancer Society:

- (1) a baseline mammogram between the ages of 35 and 39
- (2) An additional mammogram for enrollees age 36-39 with a family history of breast cancer or other evidence of high risk; and
  - (3) a mammogram once each year for women age forty (40) and older; and
- (4) The equipment including digital mammography to be used for such screening must be accredited by the American College of Radiology.

(xix)(xx) Prostate-Specific Antigen (PSA)

Coverage will be provided for a screening PSA (prostate-specific antigen) test once each calendar year for enrollees ages forty (40) and older, provided the test is performed in accordance with guidelines established by the American Cancer Society. PSA tests used to confirm a diagnosis of cancer or to track the progress of the disease and to determine the effectiveness of the treatment being given will continue to be covered regardless of age. Enrollees ages 30 and above with PSA levels greater than 20 ng/ml may receive a follow-up test within the same calendar year.

(xx)(xxi) Early Detection Screening and Immunization Program

Early Detection Screening coverage, age and frequency will be provided to enrollees as recommended by the U.S. Preventive Services Task Force (A or B) and the Centers for Disease Control and Prevention.

Immunization Coverage

Effective January 1, 2012, tThe following immunizations in children, adolescents and adults are covered as recommended by the Advisory Committee on Immunization Practices. Current age, dosage and frequency of the immunizations can be found at www. cdc.gov/vaccines/recs/schedules. All immunizations are covered in-network only.

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Diphtheria toxoid and tetanus Diphtheria, tetanus and pertussis

(DTP)

H1N1 vaccine

Hemophilus influenza B (HIB)

Hepatitis A Hepatitis B

Herpes Zoster (shingles)

Human papilloma virus (HPV)

Influenza

Measles, mumps, rubella (MMR)

Meningococcal

Pneumococcal conjugate (PCV)

Pneumococcal polysaccharide (PPV)

Poliovirus, inactivated

Poliovirus, oral

Rotavirus

Varicella (chicken-pox)

(xxii)(xxii) Observation Care Services

Outpatient observation care, facility charges and professional services in accordance with Blue Cross Blue Shield of Michigan payment criteria are covered benefits. The ER copayment will be waived if the enrollee is admitted into the hospital directly from the emergency room or if placed into observation care.

(xxii)(xxiii) Hepatitis C

For enrollees 11-24 years of age, a Hepatitis C (HCV) screening is covered once per calendar year. For other enrollees, Hepatitis C (HCV) screening is covered if such enrollee is at risk or when signs or symptoms may indicate a Hepatitis C infection.

In addition to the above, the parties will develop educational material for distribution to all enrollees to provide awareness of the Hepatitis C virus.

(xxiv) Flu Shots

In network coverage is provided for one (1) flu shot, including the administrative cost of the injection per calendar year for employees, surviving spouses and their eligible dependents who are enrolled for coverage.

(xxiv)(xxv) Well Baby and Well Child

Coverage is provided for:

- (a) up to five (5) Well Baby visits for children from 13 months of age through 35 months of age,
- (b) one (1) Well Child visit per calendar year for children from 36 months of age through age 17.

(xxv)(xxvi) Rabies

The series of six post-exposure passive immunizations for rabies is a covered benefit.

(xxvi)(xxvii) Bone Marrow Screening

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A lifetime maximum benefit of one bone marrow screening will be available to enrollees.

(xxviii)(xxviii) Audiometric Testing

Enrollees are eligible for audiometric testing as a diagnostic tool under the hospital, surgical and medical provisions of the Program, for any condition, disease or injury of the ear.

(xxviii)(xxix) Pulmonary Function Evaluation

Coverage for pulmonary function evaluation shall be expanded to include testing performed in an approved outpatient facility.

(xxix)(xxx) General anesthetics and, intravenous sedation when medically necessary and administered in connection with oral or dental surgery in either the inpatient or outpatient setting are payable.

(xxxi)(xxxi) Effective January 1, 2008, the pilot for cardiac rehabilitation will be discontinued. Cardiac rehabilitation will be a covered benefit for Non-Medicare enrollees when they have one of the following conditions/treatments: angina, heart attack, heart transplant, open heart surgery, or angioplasty. In order to receive the benefit enrollees must start cardiac rehabilitation services within 6 months of experiencing one of the conditions listed above. Program duration will be limited to 12 weeks of services or 36 visits.

(PA) and Nurse Practitioners (NP) are covered in-network subject to the plan design (deductible, coinsurance, out-of-pocket maximum and office visit coinsurance/ copayment as applicable).

In order for a PA and/or NP to be covered they must meet Program Standards for the given profession and be approved by the carrier for reimbursement for certain professional services in accordance with their training and licensure, which would be covered under the Program when performed by a physician. Reimbursement would be to the physician or PA/NP, but not both. The Program Standards shall include, but not limited to, the requirements that the individuals be registered, certified and/or licensed as applicable under state law, be legally entitled to practice their specialties at the time and place services are performed, and that they render specified services which they are legally qualified to perform.

(xxxiii)(xxxiii) Other Health Care Reform Preventive Services

Covered services as a result of the 2010 Patient Protection and Affordable Care Act (PPACA) include all preventive benefits rated "A" or "B" by the U.S. Preventive Services Task Force, immunizations recommended by the Centers for Disease Control and Prevention, and evidence-informed preventive care and screenings for infants, children, adolescents and adults in guidelines from the health Resources and Services Administration. The services are covered at 100 percent when obtained from an in-network provider and when the main purpose of the office visit is to get preventive care. These services are not considered preventive when they are part of a visit about an existing illness or injury.

If it is later determined, either by amendment, repeal or by judicial determination that any PPACA preventive services and medications provisions as set forth in PPACA section

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2713 shall no longer apply, then the parties may consider, and if warranted and upon mutual agreement, may include these preventive services and medications under Article III, Section 4.D. These services will continue to be provided pursuant to these terms even if it is later determined, by amendment, repeal or by judicial determination that any PPACA preventative services and medication provisions as set forth in PPACA section 2713 shall no longer apply. To the extent the PPACA preventive services and medications provisions are expanded, modified or otherwise interpreted by regulation, judicial pronouncement or authoritative agency directive such that the required coverage of preventive services and medications set forth herein in compliance with PPACA, the Company reserves the right to make required changes or, to the extent compliance is variable, the parties agree to meet and confer to discuss revisions set forth herein to determine the manner by which compliance will be achieved.

(xxxiii)(xxxiv) Platelet Derived Growth Factor

Platelet derived growth factor is covered for wound healing for certain conditions as approved by the carrier.

(xxxv) Effective January 1, 2024, provide coverage for the diagnosis and outpatient treatment of Autism Spectrum Disorders. Benefits include:

- Outpatient Applied Behavioral Analysis (ABA) therapy, where medically appropriate, pursuant to ABA regulations are covered for the treatment of Autism disorders.
- Physical Therapy (PT), Occupational Therapy (OT) and Speech Therapy (ST) as part
  of ASD treatment.
- <u>Psychiatric services</u>, <u>psychological services</u>, <u>non-applied behavioral analysis services</u> and <u>medical-surgical services</u> are covered to diagnose and treat <u>autism and are not</u> <u>subject to age restrictions</u>.
- These services may be subject to applicable member deductibles, copayments, coinsurances as described in this Article III.

(xxxvi) Allergy Testing and Immunotherapy:

 Effective January 1, 2024, provide coverage for medically necessary and nonexperimental allergy testing and immunotherapy services, including allergy serum. This benefit may be subject to applicable member deductibles, copayments, coinsurances as described in this Article III.

## (xxxvii) Injections:

 Effective January 1, 2024, provide coverage for medically necessary injections where therapeutically appropriate and consistent with the medical policy of the carrier.
 This benefit is subject to applicable member deductibles, copayments, coinsurances as described in this Article III.

(xxviii) Ear Wax Removal

Effective January 1, 2024, ear wax removal shall be a covered procedure

(xxxix) Chiropractic Benefits:

 Effective January 1, 2024, provide coverage for Osteopathic manipulation therapy, Chiropractic spinal manipulation therapy, for a combined maximum of 24 visits per

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member per calendar year. Chiropractic services must be administered by in-network Chiropractors and/or Osteopathic Physicians.

These Chiropractic services are subject to applicable member deductibles, copayments and coinsurances as described in this Article III.

# (3) Interpretation

At the request of the Union, the Company or a participating local Blue Cross or Blue Shield carrier, or other carrier as the Control Plan shall provide written replies to questions regarding the interpretation on the Administrative Manual.

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## Exhibit B

(305) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 5. Mental Health and Substance Abuse

All covered persons enrolled in the Standard Care Network option, Preferred Provider Organization option or Health Maintenance Organization option unless otherwise agreed to by the parties shall be provided Mental Health and Substance AbuseUse Disorder Benefits administered in accordance with the terms and conditions set forth herein.

## A. Enrollment Classifications

Mental Health and Substance AbuseUse Disorder Benefits for an eligible employee or surviving spouse shall include coverage for eligible dependents as they are defined in the National Account Program. Surviving spouses and their eligible dependents enrolled for Medicare are not subject to the terms and conditions described herein. Applicable benefits are shown below.

## B. Description of Benefits

Mental Health and Substance AbuseUse Disorder Benefits will be payable, subject to the conditions herein, if any covered person, while mental health and substance abuseuse disorder coverage is in effect with respect to such covered person, receives covered mental health or substance abuseuse disorder services.

#### C. Definitions

#### As used herein:

- (1) "mental disorders" means any mental, emotional or personality disorder classified in categories F01 to F99. Inclusive in this range are substance abuseuse disorder conditions in categories F10 through F19 in the most recent edition of the "International Classification of Diseases (ICD), Clinical Modification."
- (2) "managed care" means the process by which the medical necessity. appropriateness, and setting of a mental health or substance ebuseuse disorder service is reviewed prior to the performance of the service and during the course of an enrollee's treatment.

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- (3) "managed care unit" is an entity established by the program administrator and staffed by qualified mental health and substance abuseuse disorder professionals, including psychiatrists, addictionologists, licensed psychologists, master's level clinical social workers, master's level clinical psychiatric nurses, and master's level substance abuseuse disorder counselors.
- (4) "panel provider" means an acute care general hospital, psychiatric hospital, residential facility, partial hospitalization, intensive outpatient program, outpatient psychiatric clinic, psychiatrist, licensed psychologist, master's level clinical social worker, master's level nurse clinician or master's level counselor licensed to practice by the state where the service is delivered at the independent practice level and under contract with the program administrator to provide treatment to eligible enrollees in accordance with specific terms and conditions established by the program administrator including, but not limited to, limits on reimbursement, quality protocols and criteria, and utilization controls.
- (5) "partial hospitalization" means treatment at a semi-residential level of care for patients with a mental health or substance ebuseuse disorder who require coordinated, intensive, comprehensive and multi-disciplinary treatment in a structured setting, but less than inpatient hospitalization. The patient undergoes therapy for more than four (4) hours a day, and may receive additional services (e.g. meals, recreation).

# D. Program Description

- (1) A Mental Health and Substance Abuse Use Disorder program administrator will manage the intake, assessment, referral and treatment monitoring of all inpatient benefits, psychological testing and select outpatient mental health and substance abuse use disorder cases. The program administrator will be accessible through a toll-free number available 24 hours a day, seven days a week. Enrollees requiring mental health and/or substance abuseuse disorder services may contact either the program administrator or a panel provider, in which case, the panel provider will perform an assessment, develop a preliminary treatment plan, and then call the program administrator for treatment predetermination.
  - (2) Managed care services will include the following:
  - (a) triaging calls from program enrollees or providers.
  - (b) providing program enrollees with treatment referrals to panel providers.
  - (c) performing concurrent reviews during course of treatment plan.
- (d) conducting follow-up activities to assure that enrollees who have completed a course of treatment are satisfied with the outcome of the treatment and that services are available if required.
- (e) coordinating inpatient and outpatient treatment to promote quality of care and continuity of services.
- (f) coordinating substance abuse use disorder and surgical medical benefits to ensure that surgical medical services included in substance abuseuse disorder claims are allocated to the appropriate plan administrator.
- (g) referring enrollees to the assessment panel for a comprehensive, face-to-face diagnostic evaluation when it is not possible to determine the nature of the enrollee's

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circumstances through the intense telephone review process.

- (h) developing a continued treatment plan in instances when the extension of a benefit will avert a more costly treatment modality.
- (3) An appeal procedure will be available for panel providers in those situations where there is disagreement over the treatment recommendation authorized by the program administrator. If the dispute cannot be resolved by review on behalf of the program psychiatric consultant, the case may be referred to an appeals committee comprised of the carrier's mental health professionals. If the dispute is still unresolved, the case may be referred to an independent review body. Decisions resulting from such an appeal are binding on the provider, covered person, and program administrator.

#### E. Benefits

# (1) Terms and Conditions of Benefit Payment

A covered person is eligible for benefits for covered expenses incurred while undergoing treatment under this program only if the following conditions are met:

- (a) Admission to a treatment plan occurs on or after the covered person's effective date of coverage under the Program.
- (b) All psychiatric and substance abuseuse disorder inpatient, residential and partial hospitalization admissions must be reviewed by the program administrator to determine the appropriateness of setting.
- (c) A non-psychiatric physician, <u>physician assistant</u>, <u>or nurse practitioner</u> may provide psychiatric <u>counselingmedication management</u> but must contact the program administrator if more than three (3) visits are required.
- (d) Services and referrals to non-panel providers can be covered at the in-network benefit level, provided they are approved by the program administrator.
- (e) Emergency services are covered regardless of whether the provider is in the panel or not, however, the provider should notify the program administrator for authorization of treatment.

## (2) Benefit Period

Under this program, mental health and substance abuseuse disorder benefits include the following:

- (a) A maximum of 365 days of inpatient nervous and mental care. (For a new benefit period to begin, there must be a lapse in treatment of at least 60 consecutive days between the date of last discharge from a hospital, skilled nursing facility, residential treatment facility, mental health facility, or any other facility to which the 60-day benefit renewal period applies and the date of the next admission, irrespective of whether or not benefits were paid. Such 60-day period is broken if/when the enrollee/patient receives home health care services, whether or not benefits are paid as a result of receipt of such services. Treatment received during the 60-day period need not be related to the original medical condition).
- (b) The 365-day benefit limitation applicable to the hospital inpatient treatment of nervous and mental conditions also applies to the treatment of substance ebuseuse

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<u>disorder</u> in program administrator-approved residential facilities. Each day of care utilized under the residential substance <u>abuseuse disorder</u> treatment program is charged against the unused portion of the 365-day inpatient nervous and mental benefit period.

Likewise, each day of inpatient nervous and mental care is charged against the residential substance abuseuse disorder treatment period. The benefit renewal conditions described in (2)(a) apply to this benefit as well.

- (c) A maximum of 365 days of day or night care services is available for nervous and mental or substance abuse use disorder treatment. The benefit renewal conditions described above apply to this benefit as well.
- (d) Coverages for outpatient mental health and substance abuseuse disorder care (subject to the following schedule for professional services) are as follows:

# Outpatient - 35 visits/year

2,	visits	1-20	paid in full
-	visits	21-35	paid in full for substance abuseuse disorder patients
	visits	21-35	paid at 75% for mental health patients with a maximum member cost of \$25.00 per visit for enrollees in the SCN option
F	visits	36	and beyond subject to a \$25.00 co-payment per visit for both facility and professional services per calendar year
3	visits	36	for enrollees in the SCN option and beyond subject to a 50% co-insurance payment per visit for professional services per calendar year for enrollees in the PPO option

- (e) Psychological testing
- (3) Coverages
- (a) For an authorized admission to an acute care hospital or residential treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:
  - (i) bed and board, including general nursing service;
  - (ii) laboratory examinations related to the treatment received in the facility;
- (iii) drugs, biologicals, solutions and supplies related to the treatment received and used while the enrollee is in the facility;
  - (iv) supplies and use of equipment required for detoxification or rehabilitation;
- (v) all professional and ancillary services, including those of other trained staff, necessary for patient care and treatment, including diagnostic examinations;
  - (vi) individual and group therapy or counseling;
  - (vii) psychological testing; and

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- (viii) counseling for family members.
- (b) For an admission to a partial hospitalization treatment program or outpatient treatment facility, an enrollee is eligible to receive the following covered services when provided and billed by the facility:
  - (i) laboratory examinations related to the treatment received in the facility;
- (ii) drugs, biologicals, solutions, and supplies related to the treatment received, including drugs to be taken home;
  - (iii) supplies and use of equipment required for detoxification or rehabilitation:
- (iv) all professional and ancillary services, including those of other trained staff, necessary for the treatment of ambulatory enrollees, including diagnostic examinations;
  - (v) individual and group therapy or counseling;
  - (vi) psychological testing; and
  - (vii) counseling for family members.
- (c) Coverage for authorized outpatient mental health or substance abuseuse disorder services includes:
- (i) all professional and other staff and ancillary services made available to ambulatory patients:
- (ii) prescribed drugs and medications dispensed by the facility in connection with treatment received at the facility;
  - (iii) psychological testing; and
  - (iv) counseling for family members.
  - F. Sanctions
- (1) Services provided from panel providers without obtaining necessary predetermination within 24 hours of admission will not be payable. The covered person will be held harmless by the program administrator for errors of commission or omission involving the predetermination requirement over which the covered person has no control.
- (2) Services provided from non-panel psychiatrists or addictionologists without obtaining the necessary waiver authorization from the program administrator will be payable at 50% of the usual, customary, and reasonable rate.
- (3) Services provided by mental health professionals (i.e., licensed psychologists, master's level clinical social worker, master's level nurse clinician, master's level certified substance abuseuse disorder counselor, master's level licensed professional counselor, or physician assistants), who are not in the panel will not be reimbursed for unauthorized care.
- (4) Services provided by non-psychiatric physicians, physician assistants and nurse practitioners who, by definition, will not be in the panel, will be covered up to three visits,

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after which unauthorized treatment will be payable at 50% of the usual, customary, and reasonable rate.

- (5) Services provided from non-panel facilities without obtaining the necessary waiver authorization will be payable at 50% of approved charges up to the maximum allowable payment.
- (6) The Company and Union have expressed a mutual concern for employees and dependents who fail to complete their substance ebuseuse disorder continuing care treatment plans. The parties agree to monitor such use patterns. If the Company and Union determine that a prevalent problem exists and needs to be addressed, the Company and Union will meet promptly to discuss appropriate corrective actions. By mutual agreement such actions may include future financial penalty for persons who do not complete their substance ebuseuse disorder treatment plans.
- (7) Non-emergency mental health and substance <u>abuseuse disorder</u> inpatient services provided by non-panel providers without referral by a panel provider are included in out-of-pocket maximums and subject to non-panel payment limitations as described in Article 3, Section 3 B (1) for the PPO option and Letter C-49 for the SCN option.

## G. Exclusions

Benefits are not payable for:

- (1) Services for mental disorders which, according to generally accepted medical standards, are not amenable to favorable modification, except that benefits are available for the period necessary to determine that the disorder is not amenable to favorable modification, or for the period necessary for the evaluation and diagnosis of mental deficiency or retardation.
- (2) Dispensing methadone or testing urine specimens, unless therapy, counseling, or psychological testing are provided.
  - (3) Diversional therapy.

#### H. Coordination of Benefits

Coordination of benefits will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision, hearing aid, and dental coverages.

I. Reimbursement for Third Party Liability - Subrogation

Reimbursement for Third Party Liability - Subrogation will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision, hearing aid, and dental coverages.

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## Exhibit B

# (306) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND HEARING AID COVERAGE - Section 6. Dental Expense Benefits

## A. Enrollment Classifications

Dental Expense Benefits coverage for an eligible employee or surviving spouse shall include coverage for eligible dependents as defined for National Account Program hospital, surgical, medical, prescription drug, vision and hearing aid coverage.

# B. Description Of Benefits

Dental Expense Benefits will be payable, subject to the conditions herein, if an employee, surviving spouse, or eligible dependent, while dental expense coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

## C. Covered Dental Expenses

Covered Dental Expenses are the usual charges of a dentist which an employee or surviving spouse is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such charges are reasonable and customary charges, as herein defined, for services and supplies customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in G.(2), by a licensed dentist and which are received while insurance is in force.

- (1) The following Covered Dental Expenses shall be paid at 100 percent of the usual, reasonable and customary charge.
- (a) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than twice each in any calendar year. Three cleanings per calendar year will be allowed if there is a documented history of periodontal disease. Four cleanings per calendar year will be covered for two full calendar years following periodontal surgery.
- (b) Topical application of fluoride, provided that such treatment shall be a Covered Dental Expense only for persons under 15 years of age, unless a specific dental condition makes such treatment necessary.

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- (c) Space maintainers that replace prematurely lost teeth for children under 19 years of age.
  - (d) Emergency palliative treatment.
- (e) Fluoride trays used in the delivery of topical fluoride for enrollees undergoing radiation therapy of the head and neck due to cancer, payable once with initial cancer diagnosis and thereafter once with each subsequent recurrence of cancer, as medically necessary.
- (f) Oral Exfoliative Cytology (brush biopsy). Coverage includes collection of the biopsy specimen and its laboratory interpretation, performed in the dental office, when an enrollee presents with an unresolving oral lesion/ulceration, or an enrollee with an oral lesion/ulceration has a history of behaviors that places the enrollee at risk for oral cancer. One brush biopsy per calendar year will be covered, subject to Program standards.
- (2) The following Covered Dental Expenses shall be paid at 90 percent of the usual, reasonable and customary charge.
  - (a) Dental x-rays, including:
  - (i) full mouth x-rays, once in any period of five (5) consecutive calendar years,
- (ii) supplementary bitewing x-rays once in any calendar year for enrollees age 14 and younger; and every twenty-four (24) months for enrollees age 15 and older, and
- (iii) such other dental x-rays, including but not limited to those specified in (a) and (b) above, as are required in connection with the diagnosis of a specific condition requiring treatment.
  - (b) Extractions, except those described in C.(3)(d).
  - (c) Oral surgery, except as described in C.(3) (d).
- (d) Amalgam, synthetic porcelain, and composite resin based composite filling restorations to restore diseased or accidentally injured teeth.
- (e) General anesthetics and, intravenous sedation when medically necessary and administered in connection with oral or dental surgery.
- (f) Treatment of periodontal and other diseases of the gums and tissues of the mouth.
  - (g) Endodontic treatment, including root canal therapy.
  - (h) Injection of antibiotic drugs by the attending dentist.
- (i) Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of three (3) consecutive calendar years.
- (j) Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture,

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cannot be restored with an amalgam, synthetic porcelain, or resin composite filling restoration.

- (i) Replacement of inlays, onlays, gold fillings or crown restorations on the same tooth, if at least five (5) years have elapsed since initial placement. Replacements earlier than five years are not covered.
- (k) Cosmetic bonding of eight (8) front teeth for children 8 through 19 years of age if required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin, or ameleo-genesis inperfecta, but not more frequently than once in any period of three (3) consecutive calendar years.
- (I) An occlusal guard (maxillary or mandibular) is a covered supply only for palliative treatment of bruxism and/or acute pain of the muscles of mastication. The benefit is payable for one occlusal guard in a five-year period.
- (m) The placement of an endosteal, single tooth, implant and implant abutment, and crown, including any supportive services with the exception of IV sedation and/or general anesthesia. Coverage does not include bone grafts or specialized implant surgical techniques.
- (3) The following Covered Dental Expenses shall be paid at 50 percent of the carrier's allowed amount.
  - (a) Initial installation of fixed bridgework (including inlays and crowns as abutments)
- (b) Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
- (c) Replacement of an existing partial or full removable denture or fixed bridgework, by a new denture or by new bridgework or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
- (i) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
- (ii) The existing denture or bridgework was installed under this Dental Expense Benefits Program at least five (5) years prior to its replacement and the existing denture or bridgework cannot be made serviceable; or,
- (iii) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

(d) Orthodontic diagnostic procedures and treatment (including related oral examinations, surgery and extractions) consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (when provided by a dentist in conjunction with appliance therapy) for persons under 19 years of age, provided, however, benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age, and provided further, orthodontic diagnostic procedures, oral surgery and extractions shall be

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paid at 90% of the usual, reasonable and customary charge and shall not be charged against maximum benefits payable for orthodontics.

(e) The placement of an endosteal, single tooth, implant and implant abutment, and crown, including any supportive services with the exception of IV sedation and/or general anesthesia. Coverage does not include bone grafts or specialized implant surgical techniques.

#### D. Maximum Benefit

The maximum benefit payable for all Covered Dental Expenses incurred during any calendar year commencing January 1 and ending the following December 31 (except for services described in C.(3) (d) above), shall be \$1,850 2,000 for each individual.

For Covered Dental Expenses in connection with orthodontics including related oral examination, surgery and extractions described in C. (3)(d) above, the maximum benefit payable shall be \$2,200 during the lifetime of each individual.

Payments for covered dental services related to the repair of accidental injury to sound natural teeth due to a sudden unexpected impact from outside the mouth will not count against the annual benefit limit or the lifetime orthodontic limit. Regular copayments will be required for all such services.

#### E. Pre-determination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the prepayment agency(s) or insurance company prior to the commencement of the course of treatment.

The prepayment agency(s) or insurance company will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in C. and D, determined in accordance with the limitations set forth in F.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the prepayment agency(s) or insurance company reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the prepayment agency(s) or insurance company, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This pre-determination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, x-rays, prophylaxis and fluoride treatments.

F. Limitations

(1) Restorative:

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BT GS 10-16-23 (a) Gold, baked porcelain restorations, crowns and jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

# (b) Reconstruction.

Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

- (2) Prosthodontics:
- (a) Partial Dentures.

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

(b) Complete Dentures.

If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

(c) Replacement of Existing Dentures.

Replacement of an existing denture will be a Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Expense Benefits Program.

- (3) Orthodontics:
- (a) If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.
- (b) The benefit payment for orthodontic services shall be only for months that coverage is in force.
  - G. Exclusions

Covered Dental Expenses do not include and no benefits are payable for:

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- (1) Charges for services for which benefits are otherwise provided for surgical, medical and prescription drug coverage.
- (2) Charges for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.
- (3) Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the eight (8) upper and lower anterior teeth.
- (4) Charges for services or supplies that are cosmetic in nature, (except as provided in C.(2)(k), including charges for personalization or characterization of dentures.
- (5) Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
  - (6) Charges for the replacement of a lost, missing, or stolen prosthetic device.
  - (7) Charges for failure to keep a scheduled visit with the dentist.
  - (8) Charges for replacement or repair of an orthodontic appliance.
- (9) Charges for services or supplies which are compensable under a Workers' Compensation or Employer's Liability Law.
- (10) Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.
- (11) Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
- (12) Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.
- (13) Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.
- (14) Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.
- (15) Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body.
  - (16) Charges for any duplicate prosthetic device or any other duplicate appliance.
- (17) Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.

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- (18) Charges for the completion of any insurance forms.
- (19) Charges for sealants and for oral hygiene and dietary instruction.
- (20) Charges for a plaque control program.
- (21) Charges for services or supplies related to periodontal splinting.

## H. Coordination Of Benefits

Coordination of benefits will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision and hearing aid coverages.

I. Reimbursement for Third Party Liability - Subrogation

Reimbursement for Third Party Liability - Subrogation will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, vision and hearing aid coverages.

## J. Proof of Loss

The prepayment agency(s) or insurance company reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the prepayment agency(s) or insurance company may require x-rays and other appropriate diagnostic and evaluative materials.

#### K. Administrative Manual

Policies, procedures and interpretations to be used in administering Dental Expense Benefits shall be incorporated in an Administrative Manual. Among other things the Manual shall:

- (1) Explain the benefits and the rules and regulations governing their payment.
- (2) Include standardized administrative practices and interpretations which affect benefits.
- (3) Define professionally recognized standards of practice to be applied to benefits and procedures.
- (4) List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- (5) Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.
- (6) Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation and case reviews involving individual considerations of fees or treatment.

#### L. Denturists

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Review by the Company and Union will be given to possible inclusion of treatment by denturists in certain states where they are licensed.

## M. Definitions

The term "dentist" means a legally licensed dentist practicing within the scope of his license. As used herein, the term "dentist" also includes a legally licensed physician authorized by his license to perform the particular dental services he has rendered.

The term "reasonable and customary charge" means the actual fee charged by a dentist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- (1) The usual fee which the individual dentist most frequently charges the majority of his patients for a service rendered or a supply furnished; and,
- (2) The prevailing range of fees (as defined in the National Account Program Administrative Manual) charged in the same area by dentists of similar training and experience for the service rendered or supply furnished; and,
- (3) Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross-section of dentists rendering such service or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

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#### Exhibit B

# (307) Article III. GROUP HOSPITAL, SURGICAL, MEDICAL, DRUG, DENTAL, VISION AND **HEARING AID COVERAGE - Section 7. Vision Expense Benefits**

## A. Enrollment Classifications

Vision Expense Benefits for an eligible employee or surviving spouse shall include coverage for eligible dependents as they are defined in the National Account Program hospital, surgical, medical and prescription drug coverage.

## B. Description of Benefits

Vision Expense Benefits will be payable, subject to the conditions herein, if any covered person, while vision expense coverage is in effect with respect to such covered person, incurs Covered Vision Expense.

#### C. Definitions

## As used herein:

- (1) "physician" means any licensed doctor of medicine or osteopathy legally qualified to practice medicine and who within the scope of his license performs vision testing examinations and prescribes lenses to improve visual acuity.
- (2) "ophthalmologist" means any licensed doctor of medicine or osteopathy legally qualified to practice medicine, including the diagnosis, treatment, and prescribing of lenses related to conditions of the eye.
- (3) "optometrist" means any person licensed to practice optometry in the state in which the service is rendered.
- (4) "optician" means any person licensed in the state in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mold the lenses or have them ground or molded according to prescription, to fit them into frames and to adjust the frames to fit the face.
  - (5) "provider" means any of the foregoing.
- (6) "participating provider" means a provider that has a written agreement with the Vision Expense Benefits carrier pursuant to which vision examinations, lenses or frames are provided under Vision Expense Benefits in accordance with the terms and conditions stated in the written agreement and to accept as payment therefore the amounts determined in accordance with the written agreement

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- (7) "non-participating provider" means an ophthalmologist, optometrist, or optician who has not signed an agreement with the carrier to provide vision examinations, lenses or frames to enrollees.
- (8) "reasonable and customary" means the actual amount charged by a provider for a vision examination, lenses or frames, but only to the extent that the amount is reasonable and takes into consideration:
- (a) the usual amount that the provider most frequently charges the majority of his patients or customers for the vision examination, lenses or frames provided;
- (b) the prevailing range of charges made in the same area by providers of similar training and experience for the vision examination rendered or lenses or frames furnished; and
- (c) unusual circumstances or complications requiring additional time, skill and experience in connection with the particular vision examination rendered or lenses or frames furnished.

As used in the Appendix, "reasonable and customary charge" also refers to scheduled or other contracted amounts of payment used by carriers with participating provider arrangements. The carrier is responsible for determining the appropriate reasonable and customary charge for a given provider and service or material, and such determination shall be conclusive.

- (9) "lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted into frames.
- (10) "contact lenses" means ophthalmic corrective lenses, either glass or plastic, ground or molded as prescribed by a physician or optometrist to be fitted directly to the patient's eyes. These are subject to limitations and exclusions applicable to lenses generally.
  - (11) "frames" means standard eyeglass frames into which two lenses are fitted.
- (12)"covered person" means the eligible employee, surviving spouse and eligible dependents.
- (13)"Covered Vision Expense" means the charges incurred for vision examinations, lenses and frames for such lenses as described below, and are either for vision examinations, lenses or frames obtained from a participating provider, payable in accordance with D. below or for vision examinations, lenses or frames obtained from a non-participating provider payable in accordance with D. below:
- (a) vision examination performed by a physician or optometrist, including a determination as to the need for correction of visual acuity, prescribing lenses, if needed, and confirming the appropriateness of eyeglasses obtained under the prescription. It shall include: history; testing visual acuity; external examination of the eye; binocular measure; ophthalmoscopic examination; tonometry when indicated; medication for dilating the pupils and desensitizing the eyes for tonometry, if applicable; and summary and findings. If an optometrist as a result of his examination recommends that the covered person be examined by an ophthalmologist with respect to a vision problem, and the ophthalmologist's examination occurs within 60 days of the optometrist's examination, both vision examinations are a Covered Vision Expense;
- (b) lenses of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthogon, Tillyer or Univis, and which meet Z80.1 or Z80.2 standards of the American National Standards Institute, including, when prescribed, equivalent plastic lenses or tints equal to Rose Tints #1 and #2. Lenses not more than 65 millimeters in diameter will be a Covered Vision Expense under Vision Expense Benefits. If lenses are of a quality or size that result in an additional charge, only charges in accordance with D. below shall be payable;

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- (c) frames adequate to hold lenses which are a Covered Expense; and
- (d) contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, or when selected for other reasons, within the limits described in D. below.
- (14) "Corrective eye surgery" means a surgical procedure used to alter the cornea or shape/surface of the eye in order to improve visual acuity, correct vision conditions such as myopia, hyperopia or astigmatism and reduce or eliminate the reliance on eyewear. Such surgeries can include, but are not necessarily limited to, Laser-assisted In-Situ Keratomileusis (LASIK), PhotoRefractive Keratectomy (PRK) and Radial Keratotomy (RK).

#### D. Benefits

Benefits will be provided for covered vision expenses up to a specified amount and are paid differently depending on whether care is received from a participating or non-participating provider. Benefits are reduced if care is received from a non-participating provider.

Benefits will be paid for the covered vision expenses described in 1. 2. and 4. below, less any co-payment as described in 3. below.

Benefit	Frequency	In-Network Co- Pay	In-Network Coverage
Eye Examination	Every 24 months	\$5	Covered in full, includes dilation
Eyeglasses Lenses	Every 24 months	\$7.50	Clear plastic lenses in any single vision, bifocal, trifocal or lenticular prescription. Covered in full. (See below for additional lens options and coatings (a).
Frames	Every 24 months	\$7.50Co- payments may apply depending on the frame selected	No co-payment required for base level frames. Co-payments may be required for frames above base level.  Frame allowance: A \$10038 retail allowance is provided toward any frame, or a \$150 retail allowance provided towards Featured Frame Brands above base level frames from participating providers, or a \$150 retail allowance on any frame at Visionworks, plus 20% off the remaining balance. (See below for additional costing (c).
ContactGovered Lenses (in lieu of Eyeglasses)	Every 24 months	\$7.50	Contact Lens Allowance: \$90 retail allowance toward any contacts from participating provider's supply, plus  • 15% savings on the remaining balance after you use your allowance

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			<ul> <li>15% savings on a contact lens exam (fitting and evaluation)</li> <li>15% off the remaining balance. (see below for additional costing (b).</li> </ul>
Medically			15% discount off standard contacts and specialty contacts.
Necessary Contact Lenses	Every 24 months	\$7.50	Medically Necessary Contacts: One pair from participating provider covered in full with prior approval.

## 1. Vision Examinations:

- (a). Refraction, including case history, coordinating measurements, and tests;
- (b). The prescription of glasses and contact lenses where indicated; and
- (c). Examination by an affiliated optometrist or ophthalmologist, upon referral by a network optometrist, within 60 days of a vision examination by the network optometrist.

#### 2. Lenses and Frames:

When lenses are prescribed by an ophthalmologist or optometrist, the necessary materials and professional services connected with the ordering, preparation, fitting, and adjusting of:

(a). Lenses (single vision, lined bifocal, or trifocals). Standard single-vision, lined bifocal, or trifocal lenses are subject to co-payment. Plastic lenses, oversized lenses, tinting of plastic lenses, and scratch-resistant coating are provided by participating providers at no cost to the covered person. Additional lens options and coatings are available at discounted prices by participating providers:

Services and Products	Member Cost
Polycarbonate Lenses	\$0-\$30
Standard Anti-Reflective (AR) Coating	\$33
Premium/Custom Anti-Reflective (AR Coating	\$65-\$85
Photochromic Lenses (i.e. Transitions, etc)	\$70
Ultraviolet Coating	<del>\$25</del> \$10
Premium AR Coating	<del>\$55</del>
Ultra AR Goating	\$ <del>6</del> 9
Ultimate AR Coating	\$85
Intermediate Near Variable Focus Vision Lenses	\$30
Standard Progressive Addition Lenses	\$80\$0
Premium/Custom Progressive Addition Lenses	\$95-\$175
Premium Progressive Addition Lenses	<del>\$105</del>
Ultra Progressive Addition Lenses	\$140
Ultimate Progressive Addition Lenses	\$175
High-Index Lenses	\$55
Polarized Lenses	\$60

(b). Contact lenses in lieu of glasses. Contact lens, evaluation, fitting and follow up care are provided at a 15% discount for standard contacts and specialty contacts. A \$90 retail allowance is provided toward participating provider supplied contacts lenses, plus 15% off the remaining balance.

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(c). Frames. Base level frames from a participating provider may be provided without a copayment. Some providers may offer additional discounts off of certain frames of the participating provider's choosing, subject to applicable co-payment based on the type of frame selected. For the purchase of frames from a participating provider, a \$38 retail allowance toward any frame from the provider, plus 20% off the remaining balance. A \$100 retail allowance is provided toward any frame, or a \$150 retail allowance provided towards Featured Frame Brands from participating providers, or a \$150 retail allowance on any frame at Visionworks plus 20% off the remaining balance.

## 3. Co-payments:

For each covered person, the following co-payments are applicable for the following services and products:

- (a). \$5.00 co-payment applicable to the covered vision expenses for each vision examination.
- (b). \$7.50 co-payment for the covered vision expenses for eyeglasses lenses or contact lenses.
- (c), co-payments may be applicable to various level of frames from the participating providers.

If a covered person chooses lenses or frames costing more than those provided above, or if he requests unusual services from the provider, the covered person shall pay in addition the full additional charge of the participating provider.

#### 4. Other Benefits:

(a) Corrective Eye Surgery. Corrective eye surgery performed by an ophthalmologist will become a covered service as described below. Coverage includes any related pre and post-surgical professional services, facility expense and medically necessary supplies. Coverage is subject to the following provisions:

(i) A covered person may not receive benefits for both corrective eye surgery and for

frames and/or lenses (including contact lenses) in the same calendar year;

(ii) Upon proof of payment to the corrective eye surgery provider, the carrier will reimburse the employee for covered expenses, up to the lesser of the charges or the maximum benefit of \$295.00 \$350 in any four (4) year period; and

- (iii) A covered person receiving benefits for corrective eye surgery in any one calendar year will be ineligible for lens (including contact lens) and/or frame benefits for that year and three (3) subsequent years. For example, a covered person undergoing corrective eye surgery in 2018 would be eligible for lens and/or frame benefits in 2022. Such covered persons will be eligible for benefits for a vision exam, and will have access to the participating provider fee schedule for non-covered services and for lenses and/or frames for which no benefits are payable.
- (b) Progressive Myopia (rapidly changing near sighted vision): Yearly visual screening with a \$5 co-payment and new lenses, subject to a \$7.50 co-payment with a prescription change of a .50 diopter or more for a frequent children up to their 19<sup>th</sup> birthday. A letter from the ophthalmologist/optometrist indicating Progressive Myopia must be submitted with the claim form.
- (c) Type 1 Diabetics: Insulin-dependent diabetics (Type 1) will be eligible for one eye exam every 12 months with a \$5 co-payment. If the exam reveals a prescription change of .50 diopter or more and/or 10 degrees of axis change or more, new lenses will be provided with a \$7.50 co-payment and applicable member costs according to vision benefits provided by the plan annually. Eligible persons must present a letter from a medical physician stating the person has been diagnosed a Type 1 Diabetic. A new letter will be required for files each time this benefit is used.

#### 5. Vision Network:

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- (a) The carrier has established a network of participating providers who agree to accept reimbursement according to a schedule for the covered vision services and materials described in this Article III, Section 7.
- (b) If a covered person uses a participating provider to obtain the covered services, the carrier will reimburse the provider according to the schedule described in this Article III, Section 7.

#### 6. Out-of-Network:

(a) If services are provided by an Out-of-Network provider, the covered person must pay the nonparticipating provider for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit
P.O. Box 1525
Latham, NY 12110
VSP
PO Box 495918
Cincinati, OH 45249-5918

- (b) The schedule of reimbursement for Out-of-Network and Out-of-Area is as follows:
- (i) Out-of-Network-These Out-of-Network reimbursements are applicable to covered persons who do have an In-Network Provider within 25 miles of their home address but choose not to use one of them.

# REPRESENTED-OUT-OF-NETWORK REIMBURSEMENT SCHEDULE

Eye Examination up to \$0\$29 | Frame up to \$15\$29

Eyeglass Lenses (per pair) up to:

Single Vision \$15\$16, Bifocal \$22\$24, Trifocal \$26\$31, Lenticular \$60

Elective Contacts up to \$38

Medically Necessary Contacts up to \$103

(ii) Out-of-Area: These Out-of-Area reimbursements are applicable to covered persons who do not have an In-Network Provider within 25 miles of their home address.

# REPRESENTED-OUT-OF-AREA REIMBURSEMENT SCHEDULE

Eye Examination up to \$39 | Frame up to \$38

Eyeglass Lenses (per pair) up to:

Single Vision \$38, Bifocal \$38, Trifocal \$55

Elective Contacts up to \$55

Visually Required Medically Necessary Contacts up to \$148

# 7. Frequency Limitations:

For each covered person, vision care is covered once every other calendar year. The limitations on lenses, contact lenses, and frames apply whether or not they are a replacement of lost, stolen, or broken lenses, contact lenses, or frames.

## E. Exclusions and limitations of benefits

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits or may be subject to additional limitations. Covered Persons may obtain details regarding frame and lens brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

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## NOT COVERED

- Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
- Plano lenses (lenses with refractive correction of less than ± .50 diopter), except as specifically allowed under the Suncare enhancement, if purchased by Client.
- Two pair of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Orthoptics or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Contact lens insurance policies or service agreements.
- Refitting of contact lenses after the initial (90-day) fitting period.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where VSP is required by law to pay.

Govered Vision Expense does not include and no benefits are payable for:	
(1) Sunglasses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in D. above (tinted lenses with tint other than the equivalent of Rose Fints #1 or #2 are considered to be sunglasses for the purpose of this exclusion);	
(2) Medical or surgical treatment of the eye; except as provided in D, above;	
(3) Drugs or any other medication not administered for the purpose of a vision examination (4) Procedures determined by the Vision Expense Benefits carrier to be special or unus such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses tonography;	ual,
(5) Vision examinations, lenses or frames furnished for any condition, disease, ailment (injury arising out of and in the course of employment;	H
(6) Vision examinations and lenses or frames ordered:	
(a) before the covered person became eligible for coverage, or	
(b) after termination of coverage;	
(7) Lenses or frames ordered while insured but delivered more than 60 days after cover terminated;	age
(8) Charges for vision examinations, lenses or frames for which no charge is made that covered person is legally obligated to pay or for which no charge would be made in the absence Vision Expense Benefits coverage;	
(9) Charges for vision examinations, lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist;	ng
(10) Charges for vision examinations, lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such services or supplies which are experimental in nature;	
(11) Charges for vision examinations, lenses or frames received as a result of eye disea defect or injury due to an act of war, declared or undeclared;	<del>90,</del>

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- (12) Charges for vision examinations, lenses or frames from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body;
- (13) Charges for any vision examinations, lenses or frames to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof; and
  - (14) Charges for the completion of any insurance forms.
  - F. Prepaid Group Practice or Alternative Plan Option

The Company will make arrangements for eligible employees, and certain surviving spouses, to be afforded the option to enroll for vision expense coverage under approved and qualified prepaid group practice or alternative option, instead of the vision expense coverage hereunder; provided, however, that the Company's contribution toward coverage under such group practice plans shall not be greater than the amount the Company would have contributed for vision expense coverage hereunder. If the alternative option ceases to be able to provide vision expense benefits, the enrollees therein, if otherwise eligible, will be enrolled for coverage provided in this Section 7.

#### G. Coordination of Benefits

Benefits will be paid according to the terms of the vision policy, subject to any applicable state or federal codes, statutes or regulations.

— Goordination of benefits will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical prescription drug, hearing aid and dental coverages.

#### H. Reimbursement for Third Party Liability - Subrogation

Reimbursement for Third Party Liability - Subrogation will be administered under the same provisions applicable to the National Account Program hospital, surgical, medical, prescription drug, hearing aid and dental coverages.

#### I. Administrative Manual

Policies, procedures and interpretations to be used in administering the Vision Expense Benefits Plan shall be incorporated in an Administrative Manual prepared by the Plan Carrier upon review and approval by the Company and the Union.

#### J. Data

The Control Plan annually shall furnish the Company and the Union such information and data as may be mutually agreed upon by the parties with respect to vision expense coverage.

#### K. Cost and Quality Controls

The Vision Expense Benefits carriers will each undertake the following review procedures and mechanisms and report annually to the Committee:

## (1) Utilization Review

Analysis of various reports displaying such data as provider/patient profiles, procedure profiles, utilization profiles and Covered Vision Expense Benefits payments summaries to:

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- (a) evaluate the patterns of utilization, cost trends and quality of care;
- (b) establish guidelines and norms with respect to profiles of practice in order to identify providers with either a high or low percentage of prescriptions issued in relation to the number of covered persons examined or other departures from the guidelines; and
- (c) establish the percentage of Covered Vision Expense Benefits payments that are paid to participating providers.

## (2) Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services received.

#### (3) Evaluation of Services Received

On a random or selective basis, covered persons who have received services under Vision Expense Benefits will be selected for subsequent evaluation and examination by consulting providers to ensure that the services reported were actually provided and were performed in accordance with accepted professional standards. Such evaluations may include (a) reexaminations to determine the accuracy of the prescription, (b) the quality of lenses and frames, (c) whether the vision testing examinations administered by providers are as comprehensive as contemplated by C.(11)(a) and (d) other aspects of the services provided.

#### (4) Survey of Services Received

On a random or selective basis, covered persons who have received services under Vision Expense Benefits may be sent a questionnaire to:

- (a) determine the level of satisfaction with respect to these services;
- (b) determine whether services for which Vision Expense Benefits were paid were actually received;
- (c) determine whether providers recommend unnecessary optional services or supplies; and
  - (d) identify other problem areas.

#### L. Claims Processing

The Vision Expense Benefits carriers may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

#### M. Peer Review

When the Vision Expense Benefits carriers or a covered person do not agree with the appropriateness of a charge or service provided under Vision Expense Benefits, an appeal procedure involving peer review may be utilized. Peer review may also be used to resolve situations involving providers with aberrant utilization patterns. The Vision Expense Benefits carriers will seek to establish peer review where it does not exist.

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# **Travel and Lodging Benefit**

September xx, 2023

(N-xx) Travel and Lodging Benefit

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

<u>During these negotiations</u>, the parties discussed the fact that some employees and/or their eligible dependents may not have access to certain highly specialized covered services or procedures based solely on their geographical location. These discussions resulted in the parties agreeing to implement, effective January 1, 2024, or as soon as practicable thereafter, a Health Care Travel and Lodging Reimbursement Program.

The Health Care Travel and Lodging Reimbursement Program provides a total dollar reimbursement amount of \$2,000, per member, per year, if no provider is available in a 150-mile radius of the employee's home zip code and virtual care is not an option for the following services:

#### Included Covered Services (to the extent they are covered under the Health Care Plans):

- Abortion
- Behavioral health services
- Cancer treatment
- Cardiac services
- Human organ transplant
- Maternity/reproductive health services
- Musculoskeletal (MSK) procedures
- · Rare condition treatment
- Transgender services
- · Weight reduction/bariatric procedures

Health Care services listed above only are covered in states where it is legal to perform those services, must be received from a participating in-network provider and require prior authorization, when applicable, before travel is authorized.

Eligibility:

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A member must meet eligibility requirements outlined under Exhibit B, Article III.

To receive a reimbursement under the Health Care Travel and Lodging Program, an eligible patient must receive a covered service from a participating in-network provider and obtain a prior authorization, when applicable, in advance of travel being authorized. In addition, the eligible patient must travel a minimum distance of a 150-mile radius from the employee's home zip code when no provider of those services is available within that distance and virtual care is not an option.

Eligible Expenses

Travel may be reimbursed from the eligible employee's home zip code and the location for which the eligible patient receives the covered service. Eligible reimbursable travel expense may be for roundtrip air, train, bus, taxi/ride sharing services or car rental transportation costs.

If driving from the employee's home zip code to the location where the covered service is provided, mileage reimbursement will be based on the IRS medical mileage reimbursement for the year in which service is received (\$0.22 per mile for 2023). Tolls/parking costs also are reimbursable expenses.

Airfare is limited to commercially scheduled coach class tickets and that cost is applied toward the annual benefit maximum.

Lodging is limited to \$50 per person per night (up to \$100 if a companion travels). Companion travel expense is reimbursable only if the companion's presence is necessary for the member to receive health care services and is limited to one companion.

#### **Exclusions**

The Health Care Travel and Lodging Reimbursement Program does not include reimbursement for the following expenses:

- Meals,
- Childcare expenses.
- Alcohol/tobacco,
- · Entertainment/souvenirs.
- Expenses for persons other than the patient and their eligible companion,
- Lodging in any location other than a hotel or motel,
- · Personal care items (e.g., shampoo, deodorant, toothbrush, etc.),
- · Telephone calls,
- Taxes.
- · Tips/gratuities,
- · Lost wages, and
- · Any other expenses similar to those listed here.

Very truly yours, FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

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# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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# Abuse of S&A Program

October 14, 1996September xx, 2023

(B-13) Abuse of S&A and EDB Programs

International Union, UAW

Attention: Mr. Jack Laskowski Mr. Rich Boyer

Dear Sirs: Mr. Boyer:

The parties recognize that a relatively small number of employees abuse the Group Sickness and Accident Program Insurance provisions of the Program (S&A Program) and a relatively small number of physiciansHealth Care Providers promote overuse and abuse of the Sickness and Accident and Extended Disability Programs primarily by certifying that an employee is totally disabled under certain circumstances and for periods of time that are generally not consistent or compatible with the total disability certification issued by physiciansHealth Care Providers generally.

In a joint effort to minimize inappropriate use of the Program, the parties agree to the following arrangements:

A Committee composed of two members designated by the Director of the Chrysler Department, International Union, UAW, and two members designated by the Gorporation a joint effort to minimize inappropriate use of the Programs, the UAW International Union, Stellantis Department - Benefits and the Company will meet as needed to perform the following functions: develop a list of Health Care Providers who, based on mutually, satisfactory criteria, show a pattern of certifying total disability under circumstances that differ noticeably from those that generally appear in the Programs. Certification of total disability from a Health Care Provider on the list approved by the Committee will no longer be regarded as due proof of disability under the Programs. Upon mutual agreement, a Health Care Provider may be added to or deleted from the list. Disability benefits shall not be denied for the reason of proof of disability being submitted by an identified Health Care Provider unless it is established that the employee was previously notified that certification of total disability from a Health Care Provider on the list would not be regarded as due proof of disability.

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- Conduct reviews of the documentation submitted in support of disability claims of those employees having the greatest frequency and duration of disability claims, for the purposes of identifying such employees and detecting patterns of inappropriate use and abuse of the Program.
- 2. Utilize the results of the reviews made pursuant to paragraph (1) to develop and implement criteria and methods to control inappropriate use and/or abuse of the Program by employees in specific cases and in general. Any procedure developed which identifies employees as inappropriate users will include a method by which an employee may have his name removed from the list of those so identified.
- 3. Develop a list of physicians who, based on mutually satisfactory criteria, show a pattern of certifying total disability under circumstances that differ noticeably from those that generally appear in the Program. Certification of total disability from a physician on the list approved by the Committee will no longer be regarded as due proof of disability under the Program. A physician may be added to or deleted from the list by the Committee. Disability benefits shall not be denied to an employee unless it is established that the employee was notified that a certification of total disability from a physician on the list would not be regarded as due proof of disability.

The foregoing arrangements will not alter the eligibility and benefit plan requirements of the insurance policy and/or Exhibit B, the Program with respect to Sickness and Accident benefits or carrier claim administration.

Very truly yours,

GHRYSLER GORPORATION FCA US LLC
By Ronald D. Gurdak Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Leonard J. Paula Rich Boyer

Up. November 1, 1990

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# **Partial Recovery from Disability**

October 14, 1996 September xx, 2023

(B-14) Partial Recovery from Disability

International Union, UAW

Attention: Mr. Jack Laskowski Mr. Rich Boyer

Dear Sirs: Mr. Boyer:

You asked that we provide you with a statement regarding the practice of the Corporation in respect to employees who partially recover from a disability. The parties understand that there are instances where an employee's Health Care Provider releases them to return to full duty work, but it is determined by the Plant Physician that the employee is either not physically qualified to work or requires restrictions. In these instances, the following procedure will apply:

The practice will be that if an employee is determined by his physician to have sufficiently recovered from a disability to return to work, he will be examined by the Plant Physician. If the Plant Physician determines that the employee is not physically qualified to work or has physical limitations which make it impossible for him to fulfill all aspects of his occupation, the following will apply:

1. If it is determined that the employee's physical condition is such that he isthey are not physically qualified to work, he will qualify for the remainder of his group sickness and accident benefits if he so elects the employee will be instructed to contact their Health Care Provider to provide ongoing Satisfactory Medical Proof of Disability and to contact the Claim Administrator to report their continued off work status. The provisions of Letter B-30 may apply. Sickness and accident benefit payments may resume for the employee provided the employee continues to meet all Eligibility requirements as outlined in Article II, Section 6(A) and pursuant to the benefit duration provisions as outlined in Article II, Section 6(B). If the employee's medical condition improves such that their Health Care Provider provides a new release to return to work, the employee must report to their work site for re-evaluation. All other provisions of the Sickness & Accident program continue to apply to the employee.

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- 2. If it is determined that that the employee's physical condition is such that they require restrictions and the work site provides accommodating work, the employee's eligibility for sickness and accident benefits will end. If the employee's condition subsequently changes such that the employee is not physically qualified to work or requires restrictions and the work site discontinues providing accommodating work, the employee will be directed to follow the process outlined in paragraph 1 above.
- 3. If it is determined that the employee's physical condition is such that they require restrictions and the work site does not provide accommodating work, the employee will be advised to follow the process as outlined in paragraph 1 above.
- 2. If it is determined that the employee's physical condition is such that while he cannot do his own job he is able to do some other job than his own, but his seniority does not entitle him to the other job, he will qualify for the remainder of his group sickness and accident insurance benefits if he so elects.
- 3. If it is determined that the employee's physical condition is such that while he cannot do his own job he is able to do some other job for which his seniority qualifies him, he will be placed on the other job; but if it is later determined that in fact he cannot do the other job, he will qualify for group sickness and accident insurance benefits if he so elects. This employee may either (a) qualify for the remainder of his group sickness and accident benefits if he is unable to do the other job because of the previously existing disability and does not resume medical treatment, or (b) qualify for a new period of group sickness and accident benefits if he is unable to do the other job either because of the previously existing disability or because of a new disability and, in either case, obtains medical treatment and his return to work was for a sufficiently long period to qualify as an "effective return to work".

Very truly yours,

CHRYSLER CORPORATIONFCA US LLC
By Ronald D. GurdakChristopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Leonard J. Paula Rich Boyer

Letter Originated - May 16, 1988 John D. Wilson (Corporation) Homer Jolly (Union)

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# Employees Released to Return to Work Who are Physically Disqualified

December 16, 2019September xx, 2023

(B-30) Employees Released to Return to Work Who are Physically Disqualified

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. Estrada: Mr. Boyer:

During prior negotiations, the parties discussed concerns regarding employees in receipt of Sickness & Accident benefits released by their Health Care Provider to return to full duty work who are disqualified for work by the company physician. Notwithstanding the provisions of Letter B-14 - Partial Recovery from Disability, the following provisions will apply when an employee has been released to return to full duty work by histheir Health Care Provider.

- 1. If the employee's treating Health Care Provider releases the employee to return to work without restrictions and the plant physician determines the employee is not physically qualified to return to work in any capacity; or requires restrictions and cannot be placed, due to the same condition for which the employee has been disabled, for purposes of Sickness & Accident benefits; the plant physician's determination may providesatisfy the requirement under Article II, Section 6(A) for disability certification for the employee for up to 57 (fiveseven) calendar days following the last day for which the Health Care Provider provided disability certification, and Such disability certification by the plant physician will be acceptable for meeting the Sickness & Accident benefit requirements pursuant to Article II, Section 6(A)(1)(c) for up to 5 (five) calendar days and the employee will be eligible for continuing Sickness & Accident benefits provided hethey otherwise meets the eligibility requirements and subject to the benefit duration provisions as outlined in Article II, Section 6(B).
- 2. If the employee's absence from work extends beyond <u>57</u> (<u>fiveseven</u>) calendar days as noted above in paragraph 1, the employee will be required to provide satisfactory proof of disability certification by <u>histheir</u> treating Health Care Provider in order to continue to meet the <u>disability certification</u> requirements pursuant to Article II, Section 6(A)(<u>11)(e</u>). With the appropriate consent from the employee, the plant physician will contact the employee's

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treating Health Care Provider to advise why the determination has been made that the employee is unable to return to full duty work.

- 3. The provision as noted in paragraph 1 above to allow for the plant physician's determination to provide disability certification for purposes of Sickness & Accident benefits does not apply to Extended Disability Benefits. If an otherwise eligible employee will reach histheir maximum Sickness & Accident benefit duration within the noted 57 (fiveseven) calendar day period, the employee must provide disability certification from histheir own Health Care Provider in order to qualify for the remainder of his their Sickness & Accident benefit.
- 4. The provision as noted in paragraph 1 above to allow for the plant physician's determination to provide disability certification for purposes of Sickness & Accident benefits does not apply if the condition physically disqualifying the employee from returning to work is not the same condition for which the employee's Health Care Provider has provided a release to return to full duty. If the employee is physically disqualified from returning to work due to a different condition, the employee must provide disability certification from histheir Health Care Provider which meets the requirements of Article II, Section 6(A)(1)(c) and otherwise meet the eligibility requirements in order to continue to receive Sickness & Accident benefits, subject to the benefit duration provisions of Article II, Section 6(B).

Very truly yours, FCA US LLC

By: Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Gynthia EstradaRich Boyer

10.6.23



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#### **Disability Evaluation Program**

September 27, 1999

International Union, UAW

(B-7) Disability Evaluation Program

Attention: Mr. Stephen P. Yokich

Dear Sirs:

The Corporation and the International Union, UAW, have agreed to implement a program known as the "Disability Evaluation Program", designed to provide independent disability evaluations in disputed Sickness and Accident benefit cases.

The Disability Evaluation Program will continue to be implemented as follows:

- Examinations may be performed by private physicians and/ or clinic physicians approved by the Corporation and the International Union, UAW. The Corporation and the Union have selected physicians and clinics from among the best qualified, that are sufficient in number, size and location so as to ensure the program operates effectively and efficiently. A physician or clinic may be added to or deleted for cause from the list of approved examiners by the Corporation and the Union:
- An electronic mailing system will be used for notifying employees to report for examinations.
- The Corporation will instruct the carrier to provide all examiners with a description of the employee's job classification duties and to encourage the examiner to inquire of the employee the nature of the employee's job and work environment in order to facilitate the examiner's determination as to whether the employee is able to work.
- On a periodic basis representatives of the Corporation and the Union will meet with an Advisory Committee composed of three representatives selected by the Director of the UAW Chrysler Department on problems as to nature and quality of disability examinations, the performance of approved facilities, and review the overall program performance and consider recommendations by the Advisory Committee to improve the program.

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 Persons responsible for administering claims at the plant level will make a conscientious effort, prior to scheduling examinations, particularly for short term disabilities. to:

 A. — make telephone contact to determine the employee's current status, if unknown, and

B. refrain from scheduling for an examination any employee who has not filed a claim for sickness and accident benefits for a period of 18 consecutive months immediately prior to the disability absence not including time off the roll due to permanent separation, provided the disability absence does not extend beyond the anticipated duration of disability.

- An employee will be given 48 hours advance written or verbal notification of the scheduling of an examination. Examinations will not be performed during a benefit waiting period.
- Reasonable effort will be made to determine by telephone or other means why an employee fails to show up for a scheduled examination.
- Sickness and Accident Benefits shall terminate as of the date of the examination if
  the employee is not qualified for benefits, except when the results are not available to the
  employee the day of the examination, in which case benefits will be payable through the
  date the results are available to the employee.
- The examination report (both verbal and written) will include, in addition to "able to work" or "not able to work", "able to work with restrictions". An employee found "able to work with restrictions" who reports to the plant for reinstalement without a release to return to work from the attending physician and who is not returned to work as the result of medical restrictions and/or limitations made by the plant physician will continue to receive Sickness and Accident benefits provided the employee's attending physician continues to certify the employee is totally disabled. The written notification of results to the employee determined to be "able to work" or "able to work with restrictions" will include instructions to report to the plant for evaluation by the plant physician.
- Benefit payments for an employee found "not able to work" after having been
  released to work by the attending physician will be based on a determination of the plant
  physician in accordance with Letter B-14 (Partial Recovery from Disability) of Exhibit B to
  the P & M Agreement. The Insurance Company will advise such employee to report to the
  plant.
- The Corporation will provide to each local Union Benefit Representative (but not
  more often than every six months), information as to the number of examinations scheduled
  at the Representative's location and the results, e.g., "able to work", "not able to work" and
  "able to work with restrictions".

While arrangements may differ from one plant area to another due to such factors as the size of the plant, the area involved or the availability of qualified medical examiners, the program, to the extent possible, will include the following:

- The results of any examination will be final and binding on the Corporation, the Union, the employee and the insurance carrier;
- An employee may be scheduled for one or more examinations during the same disability period; and

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9/9/2023 13/12/  An employee examined by an examiner will be instructed to call the clinic, plant, or insurance carrier, as appropriate between designated hours on the day of the examination for a verbal report as to whether the employee is "able to work", "not able to work" or "able to work with restrictions".

> Very Iruly yours, DAIMLERCHRYSLER GORPORATION By James I. Dunn

Accepted and Approved:

INTERNATIONAL UNION; UAW By Stephen P, Yokich

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# Mileage for DEP Examination

December 16, 2019

(B-8) Mileage for DEP Examination

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding relative to reimbursement of employees for mileage in traveling to and from Disability Evaluation Program (DEP) examinations.

The Company will arrange with the Insurance Company for an employee whose place of residence is more than forty (40) miles one way from the office where the Medical Examining Physician will perform the examination, to be reimbursed, upon request to the Insurance Company, at the Internal Revenue Service business mileage rate in effect on the date of the exam for miles actually driven from such residence to such physician's office and back, using the most direct route available.

If an employee who would otherwise qualify for the above payment does not have access to a motor vehicle, he may arrange with the Insurance Company, in advance of his examination, for reimbursement of other Insurance Company-approved transportation costs.

Very truly yours,

FCA US LLC By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia Estrada

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# **DEP Exam after Waiting Period**

October 14, 1996

(B-9) DEP Exam after Waiting Period

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

Notwithstanding the requirement of the Disability Evaluation Program that an employee be given 48 hours advance written or verbal notification of the scheduling of an examination, it is agreed that in cases involving employees with frequent sickness and accident claims the Corporation shall have the right to have the employee examined under the Program at any time after the disability waiting period:

Very truly yours,

CHRYSLER CORPORATION By Ronald D. Gurdak

Accepted and Approved:

INTERNATIONAL UNION, UAW By Leonard J. Paula

Up. - October 25, 1985

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# (N-14) Definitions

The following definitions apply to Sickness and Accident Insurance, Reinstated Sickness and Accident Insurance and Extended Disability Insurance as outlined in Sections 6, 7, 8, and 9 herein: (1) "Active On Roll Service" means a continuous period during which the employee is actively working or available for work. Individual casual absences, vacation, PAA, holidays and periods of temporary layoff do not break a period of Active On Roll Service. (2) "Claim Administrator" means the third-party administrator responsible for administering the benefits provided under Sections 6, 7 and 8, or if the benefits provided under Sections 6, 7 and 8 are fully insured and the insurer administers the claims, it means the insurance company. (3) "Employee's Occupation" means any work within the employee's work location for which the employee has the required qualifications to perform. (4) "Health Care Provider" means: (a) For non-mental health or substance use disorder conditions: (i) a medical or osteopathic doctor, physician or surgeon; or (ii) a nurse practitioner; or (iii) a physician assistant; or (iv) a podiatrist; or (v) an optometrist; or (vi) a dentist; or (vii) a certified nurse midwife; (b) For mental health or substance use disorder conditions: (i) a psychiatrist; or (ii) a medical or osteopathic doctor board certified in addiction medicine; or

> (v) a master degreed licensed professional counselor (LPC); or (vi) a master degreed licensed clinical social worker (LCSW); or (vii) a master degreed licensed master's social worker (LMSW); or

(viii) a master degreed substance abuse counselor; or

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(iii) a psychiatric nurse practitioner; or (iv) a psychiatric physician assistant; or

(ix) a doctorate level psychologist; or



(x) for up to the first 60 days of the initial period of disability or the first 60 days

following an initial mental health or substance use disorder diagnosis or the first 30 days of

a reopened claim, a medical or osteopathic doctor, nurse practitioner or physician assistant as outlined in (a)(i) (a)(ii) or (a)(iii) above. In all cases, the Health Care Provider must be legally licensed by the state in which they practice and must be providing care and treatment within the scope of their license. (5) "Independent Review" means a review of a disputed claim denial or termination when the Claim Administrator determines medical information submitted does not meet the criteria for Satisfactory Medical Proof of Disability or if the leave is approved, the leave extends beyond the Maximum Allowable Period. The review is performed by a Claim Administrator colleague not involved with the initial claim decision. (6) "Maximum Allowable Period" means the period of approved disability leave as determined by the Claim Administrator. (7) "Physician Peer Review" means a comprehensive review of medical records by an independent, qualified reviewer, including contact with the employee's Health Care Provider as needed. The Physician Peer Reviewer may provide an opinion regarding return to work, restrictions and limitations and standards of care. (8) "Satisfactory Medical Proof of Disability" means certification from a Health Care Provider received timely pursuant to the Eligibility Requirements which applies evidencebased medicine, provides a duration that meets accepted disability duration guidelines, supports the employee is unable to perform all duties of the Employee's Occupation and addresses the nature of disability, subjective and objective findings, treatment plan, why the condition is disabling and prognosis. (9) "Seniority" means the employee's Corporate Service Date. (10) "Standard Disability Industry and Medical Management Tools" means claims management tools that are used by claim administrators and insurance companies to manage disability benefit claims and include items such as: (a) Nurse case manager reviews (b) Nurse case manager contact with employees and health care providers (c) Duration guidelines based upon diagnosis or procedure, such as ODG (d) Physician Peer Reviews (11) "Workers' Compensation Wage Loss Benefits" means, regardless of the specific term used by the applicable state, benefits paid pursuant to a workers' compensation statute for compensation for time lost from work due to total or partial disability, loss of earning capacity, loss of vocation, displaced worker benefits, etc. due to work restrictions, benefits paid for loss of wages while participating in a vocational training program, permanent partial disability benefits related to the disability for which sickness and accident, reinstated sickness and accident or extended disability benefits are being paid or any other benefit paid pursuant to a workers' compensation statute that is not Workers' Compensation Other Benefits. (12) "Workers' Compensation Other Benefits" means, regardless of the specific term used by the applicable state: (a) Loss/Loss of Use: benefits paid pursuant to a state workers' compensation statute for scheduled loss, specific loss, permanent partial disability or permanent partial impairment to compensate for loss by amputation or partial or 100% loss of use for a workrelated disability unrelated to the disability for which sickness and accident, reinstated

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sickness and accident or extended disability benefits are being paid

(b) Vocational Services: fees paid to vocational counselors, training programs or schools

(c) Medical: payment of fees and services related to the delivery of health care

(d) Expenses: payment of expenses incurred by the employee such as mileage reimbursement, home health care and lost wages due to attendance at an Independent Medical Exam requested by the Company

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# **Extended Disability Other Income**

September xx, 2023

(N-xx) Extended Disability Other Income

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

<u>During these negotiations</u>, the parties discussed what constitutes other occupation and income for the purposes of the suspension of benefits pursuant to Article II, Section 8 G. <u>The parties agreed to meet within 90 days following the ratification of this agreement to identify such occupation or income sources to be used for this <u>purpose</u>.</u>

Very truly yours.
FCA US LLC
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Rich Boyer

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# (208) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 8. Group Extended Disability Insurance

The group extended disability insurance policies referred to in Article I. hereof or any group extended disability insurance policy or policies issued in lieu thereof shall, for the period of this Program, include the following:

# A. Eligibility

An employee who is insured for the sickness and accident benefits provided in Section 6. hereof or the reinstated sickness and accident benefits provided in Section 7. hereof, and who, at the date of expiration of the maximum number of weeks for which he is they are entitled to receive sickness and accident benefits or reinstated sickness and accident benefits and during a continuous period of disability thereafter, is totally disabled so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where he has they have seniority for remuneration or profit, shall receive monthly extended disability benefits for the period described in F.-J. below (for an employee who waives receipt of sickness and accident benefits or reinstated sickness and accident benefits, the time he waives they waive such benefits shall be deemed the time through which he is they are entitled to receive them for purposes of this subsection). Additionally, the employee must be compliant with their Health Care Provider's treatment plan for the duration of the disability leave; however, benefits will not be denied for the reason of non-compliance if there are circumstances supporting the employee is compliant.

#### B. Benefit Amount and Reduction

The monthly extended disability benefit is the applicable amount shown in the Schedule of Benefits in Section 9.7

Extended disability benefits are reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the employee is eligible:

- (1) All benefits under The Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed; and
- (2) Lost time benefits under workers' compensation laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body member, or permanent

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partial disability payments for a work-related disability unrelated to the disability for which benefits under this Section 8, are payable and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972; Workers' Compensation Wage Loss Benefits and permanent partial disability payments for a work-related disability, whether due to employment with the Company or due to other employment, related to the disability for which benefits under this Section 8 are payable, including such benefits paid in a lump-sum settlement; and

- (3) Disability insurance or retirement benefits to which the person is entitled (primary insurance amount) under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received; and
- (4) Benefits under any <u>local</u>, state or federal law providing benefits for working time lost because of disability; and
- (5) Unemployment benefits an employee is eligible to receive under any unemployment compensation law, whether due to employment with the Company or any other employment.

The Insurance CompanyClaim Administrator may require each applicant or recipient of extended disability benefits to certify or furnish verification of the amount of histheir income from sources listed in B. above, and the amount of any extended disability benefit payments in excess of the amount that should have been paid, after reduction for such other benefits, may be deducted from future extended disability benefits.

C. Calculation of Benefit Reduction

In determining the amount by which extended disability benefits are reduced:

- the monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33;
- (2) lump-sum settlements under workers' compensation laws will result in reductions equal to the monthly equivalent of the amount of the workers' compensation benefit to which the employee would have been entitled under applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement; and
- (3) the amounts of the reductions under B<sub>-</sub>(1) and B (3) above shall not be increased subsequent to the first day for which extended disability benefits are payable, except that the amounts of such reductions may be increased in connection with any adjustment in the original determination of the amount of such benefits;
  - D. Presumption of Social Security Disability Insurance and Disability Retirement

Extended disability benefit computations presume eligibility for Social Security disability insurance benefits and disability retirement benefits under the Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed, but such presumption of eligibility for disability retirement benefits shall not be made with respect to any extended disability benefit payments due for the twenty-four (24) month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive sickness and accident benefits or reinstated sickness and accident benefits, and amounts deducted from extended disability benefits on this basis are paid upon presentation of satisfactory evidence

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that these benefits were applied for and denied; provided, however, that a reduction in extended disability benefits is made in an amount equal to Social Security disability insurance benefits (primary insurance amount) that would have been payable except for refusal to accept vocational rehabilitation services;

#### E. Proration

Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month;

#### F. Commencement and Duration of Benefits

- (1) Extended disability benefits paid to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly sickness and accident benefits, or reinstated sickness and accident benefits, including weeks in which such sickness and accident benefits or reinstated sickness and accident benefits were partially or wholly offset because of receipt of workers' compensation other benefits as provided in Aritcle II, Section 6E;
- (2) The maximum period during which extended disability benefits may be payable shall be: (a) in the case of an employee who has ten or more years of seniority as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly sickness and accident or reinstated sickness and accident benefits occurs and terminating with the end of the month in which the employee attains age 65; and (b) in the case of an employee who has less than ten years of seniority as of the day on which disability commenced, the number of months by which the employee's full months of seniority at commencement of disability exceeds the period for which he isthey are entitled to receive sickness and accident or reinstated sickness and accident benefits. In any event extended disability benefits shall not be payable beyond the date of the employee's death, the end of the month in which he the employee attains age 65, or the date hethey no longer satisfies the disability requirement, whichever occurs first; except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for extended disability benefits, such benefits will be payable in accordance with the following schedule:

Employee's Age at Commencement of Disability	Maximum Duration of Extended Disability Benefits
63 and 0 months but less than 68 and 1 month	12 months
68 and 1 months but less than 68 and 2 months	11 months
68 and 2 months but less than 68 and 3 months	10 months
68 and 3 months but less than 68 and 4 months	9 months
68 and 4 months but less than 68 and 5 months	8 months
68 and 5 months but less than 68 and 6 months	7 months
68 and 6 months and older	6 months

The Claim Administrator is responsible for determining the Maximum Allowable Period through application of standard disability industry and medical management tools, which may include a Physician Peer Review. If the employee disputes a denial of benefits for leave exceeding the Maximum Allowable Period, they shall have the right to request a review of such denial of benefits from the Claim Administrator.

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Upon meeting all Eligibility requirements as outlined in A above, extended disability benefits are payable for the lesser of (1) the period of disability as certified by the employee's Health Care Provider, (2) the Maximum Allowable Period as determined by the Claim Administrator. (3) the last calendar day prior to the date the employee no longer satisfies all the Eligibility requirements as outlined in A above, (4) the maximum duration for which the employee is eligible for extended disability benefits. (5) the last calendar day prior to the Company advising an employee with restrictions that they are being reinstated to active roll or (6) the date of the employee's death.

# G. Successive Disability

If an employee returns to work with the Company and again becomes disabled by the same or a related cause within three (3) months 90 (ninety) days of Active On Roll Service, the EDB claim is reopened and benefits are paid at the same rate as were paid prior to the return to work or if hethe employee engages in regular occupation or employment for remuneration or profit, histheir satisfying of the disability requirement shall not be deemed to end, but histheir extended disability benefits shall be suspended for the period of the ineffective return to work or the period hethe employee engages in such occupation or employment.

#### H. Benefit Reinstatement

If monthly extended disability benefits are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of such discontinuance and before the employee returns to work, they again becomes disabled so as to satisfy the disability requirement, monthly extended disability benefits will be resumed provided the employee meets all Eligibility Requirements and the Maximum Allowable Period has not been exceeded. If the Maximum Allowable Period has been exceeded, the employee and their Health Care Provider must provide new information regarding the employee's current condition and the Claim Administrator will determine whether the Maximum Allowable Period will be amended.

#### I. Partial Payment

For purposes of applying the maximum period for monthly extended disability benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in B. above, or suspended under G. above or not paid between periods of disability under circumstances described in H. above, are counted as a full month with fractions of the first and last month counted as fractions of a month;

#### J. Reduction of Benefit Maximum

The cumulative total number of months during any previous periods of eligibility for extended disability benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection F. (b2) above when extended disability benefits again commence;

#### K. Rehabilitation

There is no ineligibility for extended disability benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation;

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# L. Proof of Disability

-(1)-The employee shall furnish proof of continuous care from a legally licensed Health Care Providermedical or osteopathic doctor, physician, or surgeon who certifies the employee's total disability. If the disability is for a mental health or substance abuse condition, such proof of continuous care and certification of total disability must be from a legally licensed psychiatrist. In the event of a new disabling mental health or substance abuse condition, for the first sixty (60) calendar days from the date the condition is first diagnosed, disability certification may be provided by a legally licensed psychiatrist, physician, psychiatric nurse practitioner, master degreed licensed professional counselor (LPC), master degreed licensed clinical social worker (LCSW), master degreed licensed master's social worker (LMSW) or doctorate level psychologist, and after such sixty (60) calendar days, proof of continuous care and total disability certification must be provided by a legally licensed psychiatrist. If the employee subsequently qualifies for a reopened extended disability benefits claim, pursuant to section G, above, for a mental health or substance abuse diagnosis, proof of continuous care and total disability certification must be provided by a legally licensed psychiatrist within thirty (30) calendar days.

(2) The Insurance Company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his initial or continuing disability.

# M. Medicare Coverage

An employee eligible for extended disability benefits who is enrolled in the Company's Active health care benefits, regardless of when he last ceased active work, who is receiving Social Security Disability Insurance benefits and is enrolled in the voluntary Medicare Part B coverage that is available under the Federal Social Security Act, will while so enrolled receive a monthly special benefit equal to: (1) \$58.70\$76.20 for months on or afterprior to January 1, 20032024, (2) the lesser of the generally applicable Medicare Part B standard premium or \$76.20 for months on or after January 1, 20042024. The eligible employee must submit a written request to the Claim Administrator which includes proof of enrollment. Upon the Claim Administrator's confirmation of eligibility, the special benefit payment will begin the following month; provided that in no event shall such payment commence prior to the first day of the month following the earlier of (a) the month during which age 65 is attained, or (b) receipt by the Insurance Company of application on a form provided for this purpose from an otherwise eligible employee under age 65, in which case such payment shall be made effective for the month such employee enrolls; not more than one such payment shall be made to any employee for any one month; no such payment shall be made to any employee receiving under the Pension Plan, or Article I., the same amount because of having enrolled for Medicare coverage; and

#### N. Waiver

An employee may waive irrevocably any right hethey may have to receive extended disability benefits with respect to any period of disability by completing a waiver form furnished by the Insurance CompanyClaim Administrator for that purpose, in which case no extended disability benefits shall be payable for any period of disability covered by such waiver.

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(209-A1) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 9. Schedule of Benefits A. Hourly Employees (1) Life and Accidental Death and Dismemberment

# A. Hourly Employees

(1) Life and Accidental Death and Dismemberment

Base Hourly Rate (1)	Group Life Insurance Amount Before Age 65 (2)	Accidental Death and Dismemberment Benefit Amount (3)
Less than 13.95	31,500	<del>15,750</del>
13.95 but less than 14.30	32,500	<del>16,250</del>
14.30 but less than 14.65	33,000	<del>16,500</del>
14.65 but less than 15.00	34,000	17,000
15.00 but less than 15.35	35,000	17,500
15.35 but less than 15.70	36,000	18,000
15.70 but less than 16.05	36,500	18,250
16.05 but less than 16.40	<del>37,500</del>	<del>18,750</del>
16.40 but less than 16.75	38,000	19,000
16.75 but less than 17.10	38,500	19,250
17.10 but less than 17.45	39,500	19,750
17.45 but less than 17.80	40,500	20,250
17.80 but less than 18.15	41,000	20,500
18.15 but less than 18.50	42,500	21,250
18.50 but less than 18.85	43,000	21,500
18.85 but less than 19.20	44,000	22,000
19.20 but less than 19.55	44,500	22,250
19.55 but less than 19.90	45,500	22,750
19.90 but less than 20.25	46,500	23,250
20.25 but less than 20.60	47,000	23,500
20.60 but less than 20.95	47,500	23,750
20.95 but less than 21.30	48,500	24,250

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21.30 but less than 21,65	49,000	24,500
21.65 but less than 22.00	50,000	<del>25,000</del>
22.00 but less than 22.35	<del>50,500</del>	<del>25,250</del>
22.35 but less than 22.70	<del>51,500</del>	<del>25,750</del>
22.70 but less than 23.05	<del>52,500</del>	<del>26,250</del>
23.05 but less than 23.40	<del>53,000</del>	<del>26,500</del>
23.40 but less than 23.75	54,000	27,000
23.75 but less than 24.10	<del>54,500</del>	<del>27,250</del>
24.10 but less than 24.45	<del>55,500</del>	27,750
24.45 but less than 24.80	<del>56,500</del>	28,250
24.80 but less than 25.15	<del>57,000</del>	28,500
25.15 but less than 25.50	58,000	29,000
25.50 but less than 25.85	<del>58,500</del>	<del>29,250</del>
25.85 but less than 26.20	59,500	29,750
26.20 but less than 26,55	60,500	30,250
26.55 but less than 26.90	61,000	30,500
26.90 but less than 27.25	62,000	31,000
27.25 but less than 27.60	62,500	<del>31,250</del>
27.60 but less than 27.95	63,500	31,750
27.95 but less than 28.30	64,500	<del>32,250</del>
28.30 but less than 28.65	65,000	32,500
28.65 but less than 29.00	66,000	33,000
29.00 but less than 29.35	67,000	33,500
29.35 but less than 29.70	68,000	34,000
29.70 but less than 30.05	68,500	<del>34,250</del>
30.05 but less than 30.40	69,500	34,750
30.40 but less than 30,75	70,000	35,000
30.75 but less than 31.10	71,000	35,500
31.10 but less than 31.45	<del>72,000</del>	<del>36,000</del>
31.45 but less than 31.80	72,500	<del>36,250</del>
31.80 but less than 32.15	73,500	<del>36,750</del>
32.15 but less than 32.50	<del>74,000</del>	37,000
32.50 but less than 32.85	<del>75,000</del>	<del>37,500</del>
32.85 but less than 33.20	<del>75,500</del>	<del>37,750</del>
33.20 but less than 33.55	<del>76,500</del>	38,250
33.55 but less than 33.90	77,000	<del>38,500</del>
33.90 but less than 34.25	78,000	39,000
34.25 and over	79,000	<del>39,500</del>

Base Hourly Rate (1)	Group Life Insurance Amount Before Age 65 (2)	Accidental Death and Dismemberment Benefit Amount (3)
Less than 13.95	<u>31,500</u>	<u>15,750</u>
13.95 but less than 14.30	32,500	<u>16,250</u>
14.30 but less than 14.65	33,000	16,500
14.65 but less than 15.00	34,000	17,000

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15.00 but less than 15.35	<u>35,000</u>	<u>17,500</u>
15.35 but less than 15.70	<u>36,000</u>	<u>18,000</u>
15.70 but less than 16.05	<u>36,500</u>	<u>18,250</u>
16.05 but less than 16.40	<u>37,500</u>	<u>18,750</u>
16.40 but less than 16.75	38,000	<u>19,000</u>
16.75 but less than 17.10	<u>38,500</u>	<u>19,250</u>
17.10 but less than 17.45	<u>39,500</u>	<u>19,750</u>
17.45 but less than 17.80	<u>40,500</u>	20,250
17.80 but less than 18.15	41,000	20,500
18.15 but less than 18.50	42,500	21,250
18.50 but less than 18.85	43,000	21,500
18.85 but less than 19.20	44,000	22,000
19.20 but less than 19.55	44,500	22,250
19.55 but less than 19.90	<u>45,500</u>	22,750
19.90 but less than 20.25	46,500	23,250
20,25 but less than 20,60	<u>47,000</u>	23,500
20,60 but less than 20,95	<u>47,500</u>	23,750
20.95 but less than 21.30	48,500	24,250
21.30 but less than 21.65	49,000	24,500
21.65 but less than 22.00	<u>50,000</u>	25,000
22,00 but less than 22.35	50,500	25,250
22.35 but less than 22.70	51,500	25,750
22,70 but less than 23.05	52,500	26,250
23.05 but less than 23.40	<u>53</u> , <u>000</u>	26,500
23.40 but less than 23.75	54,000	27,000
23.75 but less than 24.10	<u>54,500</u>	27,250
24.10 but less than 24.45	<u>55,500</u>	27,750
24,45 but less than 24.80	<u>56,500</u>	28,250
24.80 but less than 25,15	57,000	28,500
25.15 but less than 25.50	58,000	29,000
25.50 but less than 25.85	<u>58</u> , <u>500</u>	29,250
25.85 but less than 26.20	<u>59,500</u>	29,750
26.20 but less than 26.55	60,500	30,250
26,55 but less than 26,90	61,000	30,500
26.90 but less than 27.25	62,000	31,000
27,25 but less than 27,60	<u>62,500</u>	31,250
27,60 but less than 27.95	<u>63,500</u>	31,750
27.95 but less than 28.30	<u>64,500</u>	32,250
28.30 but less than 28.65	<u>65,000</u>	32,500
28.65 but less than 29.00	<u>66,000</u>	33,000
29.00 but less than 29.35	<u>67,000</u>	33,500
29.35 but less than 29.70	<u>68,000</u>	34,000
29.70 but less than 30.05	<u>68,500</u>	<u>34,250</u>
30.05 but less than 30.40	<u>69,500</u>	34,750
30.40 but less than 30.75	<u>70,000</u>	<u>35,000</u>
30.75 but less than 31.10	71,000	<u>35,500</u>
31.10 but less than 31.45	<u>72,000</u>	36,000
31.45 but less than 31.80	72,500	<u>36,250</u>

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31.80 but less than 32.15	<u>73,500</u>	<u>36,750</u>
32.15 but less than 32.50	74,000	37,000
32.50 but less than 32.85	75,000	37,500
32.85 but less than 33.20	<u>75,500</u>	37,750
33,20 but less than 33,55	76,500	38,250
33.55 but less than 33.90	77,000	38.500
33.90 but less than 34.25	78,000	39,000
34.25 but less than 34.60	79,000	39,500
34.60 but less than 34.95	79,500	39,750
34.95 but less than 35.30	80,500	40,250
35.30 but less than 35.65	81,000	40,500
35.65 but less than 36.00	82,000	41,000
36.00 but less than 36.35	83,000	41,500
36.35 but less than 36.70	83,500	41,750
36,70 but less than 37,05	84,500	42,250
37.05 but less than 37.40	85,000	42,500
37.40 but less than 37.75	86,000	43,000
37.75 but less than 38.10	86,500	43,250
38.10 but less than 38.45	87,500	43,750
38.45 but less than 38.80	88 500	44,250
38,80 but less than 39,15	89,000	44,500
39.15 but less than 39.50	90,000	45,000
39.50 but less than 39.85	91,000	45,500
39.85 but less than 40.20	91,500	45,750
40.20 but less than 40.55	92,500	46,250
40.55 but less than 40.90	93,000	46,500
40.90 but less than 41.25	94,000	47,000
41.25 but less than 41.60	94,500	47,250
41.60 but less than 41.95	95,500	47,750
41.95 but less than 42.30	96,500	48,250
42.30 but less than 42.65	97,000	48,500
42.65 but less than 43.00	98,000	49,000
43.00 but less than 43.35	98,500	49,250
43.35 but less than 43.70	99,500	49,750
43.70 but less than 44.05	100,500	50,250
44.05 but less than 44.40	101,000	50,500
44.40 but less than 44.75	102,000	51,000
44.75 but less than 45.10	102,500	51,250
45.10 but less than 45.45	103,500	51,750
45.45 but less than 45.80	104,500	52,250
45.80 but less than 46.15	105,000	52,500
46,15 but less than 46.50	106,000	53,000
46.50 but less than 46.85	106,500	53,250
46.85 but less than 47.20	107,500	53,750
47.20 but less than 47.55	<u>108,500</u>	54,250
47,55 but less than 47.90	109,000	54,500
47.90 but less than 48.25	110,000	55,000
48.25 but less than 48.60	110,500	<u>55,250</u>

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48.60 but less than 48.95	111,500	<u>55,750</u>
48.95 but less than 49.30	112,500	<u>56,250</u>
49.30 but less than 49.65	113,000	56,500
49.65 but less than 50.00	114,000	57,000
50.00 but less than 50.35	114,500	57,250
50.35 and above	<u>115,500</u>	57,750

(a1) "Base Hourly Rate" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, payments-in-lieu of vacation, and all other extra compensation. For an employee working on a piece-work or incentive-method-of-pay basis, the "Base Hourly Rate" as of any given time shall be the employee's average earned hourly rate for the four pay periods (in which the employee worked full weeks) immediately preceding such given time.

(b2) After age 65 the amount shown will be reduced as provided in Article II., Section

(e3) Three times the scheduled amount may be payable for an occupational-related death (as defined in Section 4. B.)

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(209-A2) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 9. Schedule of Benefits A. Hourly Employees (2) Sickness and Accident and Extended Disability Benefits

# (2) Sickness and Accident and Extended Disability Benefits

Base Hourly Rate (1)	Weekly Sickness & Accident Benefit Amount	Monthly Extended Benefit Schedule I	Disability Amount (2) Schedule II
Less than 13.95	330	1,220	1,340
13.95 but less than 14.30	340	1,250	1,370
14.30 but less than 14.65	<del>345</del>	1,280	1,405
14.65 but less than 15.00	<del>355</del>	1,310	1,440
15.00 but less than 15.35	<del>365</del>	1,340	1,475
15.35 but less than 15.70	<del>375</del>	1,370	1,505
15.70 but less than 16.05	380	1,405	1,540
16.05 but less than 16.40	390	1,435	1,575
16.40 but less than 16.75	400	1,465	1,610
16.75 but less than 17.10	405	1,495	1,640
17.10 but less than 17.45	415	<del>1,525</del>	1,675
17.45 but less than 17.80	<del>425</del>	1,560	1,710
17.80 but less than 18.15	430	1,590	1,745
18.15 but less than 18.50	440	<del>1,620</del>	1,780
18.50 but less than 18.85	450	<del>1,650</del>	1,810
18.85 but less than 19.20	<del>455</del>	1,680	1,845
19.20 but less than 19.55	4 <del>65</del>	1,710	1,880
19.55 but less than 19.90	475	1,745	1,915
19.90 but less than 20.25	480	1,775	1,950
20.25 but less than 20.60	490	1,805	1,980
20.60 but less than 20.95	500	<del>1,835</del>	2,015
20.95 but less than 21.30	<del>505</del>	1,865	2,050
21.30 but less than 21.65	<del>515</del>	1,900	2,085
21.65 but less than 22.00	<del>525</del>	1,930	2,120
22.00 but less than 22.35	<del>530</del>	1,960	2,150
22.35 but less than 22.70	540	1,990	2,185

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22.70 but less than 23.05	<del>550</del>	<del>2,020</del>	2,220
23.05 but less than 23.40	<del>555</del>	<del>2,055</del>	2,255
23.40 but less than 23.75	<del>565</del>	<del>2,085</del>	2,290
23.75 but less than 24.10	<del>575</del>	<del>2,115</del>	2,320
24.10 but less than 24.45	<del>585</del>	<del>2,145</del>	2,355
24.45 but less than 24.80	<del>590</del>	<del>2,175</del>	2,390
24.80 but less than 25.15	600	<del>2,205</del>	2,425
25.15 but less than 25.50	610	2,240	2,460
25.50 but less than 25.85	<del>615</del>	<del>2,270</del>	2,490
25.85 but less than 26.20	625	2,300	2,525
26.20 but less than 26.55	635	2,330	2,560
26.55 but less than 26.90	640	2,360	2,595
26.90 but less than 27.25	<del>650</del>	2,395	2,630
27.25 but less than 27.60	660	2,425	2,660
27.60 but less than 27.95	665	<del>2,455</del>	<del>2,695</del>
27.95 but less than 28.30	675	2,485	2,730
28.30 but less than 28.65	685	<del>2,515</del>	2,765
28.65 but less than 29.00	690	<del>2,550</del>	2,795
29.00 but less than 29.35	700	<del>2,580</del>	2,830
29.35 but less than 29.70	<del>710</del>	<del>2,610</del>	2,865
29.70 but less than 30.05	715	2,640	2,900
30.05 but less than 30.40	725	<del>2,670</del>	2,935
30.40 but less than 30.75	<del>735</del>	2,700	2,965
30.75 but less than 31.10	740	2,735	3,000
31.10 but less than 31.45	750	2,765	3,035
31.45 but less than 31.80	<del>760</del>	2,795	3,070
31.80 but less than 32.15	<del>765</del>	2,825	3,105
32.15 but less than 32.50	775	<del>2,855</del>	3,135
32.50 but less than 32.85	785	2,890	3,170
32.85 but less than 33.20	795	2,920	3,205
33.20 but less than 33.55	800	2,950	3,240
33.55 but less than 33.90	810	2,980	3,275
33.90 but less than 34.25	820	3,010	3,305
34.25 and above	<del>825</del>	3,045	3,340

Base Hourly Rate (1)	Weekly Sickness & Accident Benefit Amount	Monthly Extended Disability Benefit Amount Schedule I	Monthly Extended Disability Benefit Amount Schedule II (2)
Less than 13.95	<u>330</u>	1,220	<u>1,340</u>
13.95 but less than 14.30	340	<u>1,250</u>	<u>1,370</u>
14.30 but less than 14.65	<u>345</u>	<u>1,280</u>	<u>1,405</u>
14.65 but less than 15.00	<u>355</u>	<u>1,310</u>	<u>1,440</u>
15.00 but less than 15.35	<u>365</u>	<u>1,340</u>	<u>1,475</u>
15.35 but less than 15.70	<u>375</u>	<u>1,370</u>	<u>1,505</u>
15.70 but less than 16.05	<u>380</u>	<u>1,405</u>	<u>1,540</u>

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16.05 but less than 16.40	390	<u>1,435</u>	<u>1,575</u>
16.40 but less than 16.75	400	<u>1,465</u>	<u>1,610</u>
16.75 but less than 17.10	405	1,495	<u>1,640</u>
17.10 but less than 17.45	415	<u>1,525</u>	<u>1,675</u>
17,45 but less than 17.80	425	<u>1,560</u>	<u>1,710</u>
17.80 but less than 18.15	430	<u>1,590</u>	<u>1,745</u>
18.15 but less than 18.50	440	<u>1,620</u>	<u>1,780</u>
18.50 but less than 18.85	<u>450</u>	<u>1,650</u>	<u>1,810</u>
18.85 but less than 19.20	<u>455</u>	<u>1,680</u>	<u>1,845</u>
19.20 but less than 19.55	465	<u>1,710</u>	<u>1</u> , <u>880</u>
19.55 but less than 19.90	475	<u>1,745</u>	<u>1,915</u>
19.90 but less than 20.25	480	<u>1,775</u>	<u>1,950</u>
20.25 but less than 20.60	<u>490</u>	<u>1,805</u>	<u>1,980</u>
20.60 but less than 20.95	<u>500</u>	<u>1,835</u>	<u>2</u> , <u>015</u>
20.95 but less than 21.30	<u>505</u>	<u>1,865</u>	<u>2</u> , <u>050</u>
21.30 but less than 21.65	<u>515</u>	1,900	2,085
21.65 but less than 22.00	<u>525</u>	1,930	2,120
22.00 but less than 22.35	<u>530</u>	1,960	2,150
22.35 but less than 22.70	<u>540</u>	<u>1,990</u>	2,185
22.70 but less than 23.05	<u>550</u>	2,020	2,220
23.05 but less than 23.40	555	2,055	2,255
23.40 but less than 23.75	<u>565</u>	2,085	2,290
23.75 but less than 24.10	575	2,115	2,320
24.10 but less than 24.45	585	2,145	2,355
24.45 but less than 24.80	590	2,175	2,390
24.80 but less than 25.15	600	2,205	2,425
25,15 but less than 25.50	610	2,240	2,460
25.50 but less than 25.85	615	2,270	2,490
25.85 but less than 26.20	625	2,300	<u>2,525</u>
26.20 but less than 26.55	635	2,330	2,560
26.55 but less than 26.90	640	2,360	<u>2,595</u>
26.90 but less than 27.25	650	2,395	2,630
27.25 but less than 27.60	660	2,425	2,660
27.60 but less than 27.95	665	2,455	2,695
27.95 but less than 28.30	675	2,485	2,730
28.30 but less than 28.65	685	2,515	2,765
28.65 but less than 29.00	690	2,550	2,795
29.00 but less than 29.35	700	2,580	2,830
29.35 but less than 29.70	710	2,610	2,865
29.70 but less than 30.05	715	2,640	2,900
30.05 but less than 30.40	725	2,670	2,935
30.40 but less than 30.75	735	2,700	2,965
30.75 but less than 31.10	740	2,735	3,000
31.10 but less than 31.45	750	2,765	3,035
31.45 but less than 31,80	760	2,795	3,070
31.80 but less than 32.15	765	2,825	3,105
32.15 but less than 32.50	775	2,855	3,135
		5,000	9,100

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32.50 but less than 32.85	785	2,890	3,170
32.85 but less than 33.20	795	2,920	3,205
33.20 but less than 33.55	800	2,950	3,240
33.55 but less than 33.90	810	2,980	3,275
33.90 but less than 34.25	820	3,010	3,305
34.25 but less than 34.60	825	3,045	3,340
34.60 but less than 34.95	835	3,075	3,375
34.95 but less than 35.30	845	3,105	3,410
35.30 but less than 35.65	850	3,135	3,445
35.65 but less than 36.00	860	3,165	3,475
36.00 but less than 36.35	870	3,195	3,510
36,35 but less than 36.70	875	3,230	3,545
36,70 but less than 37.05	885	3,260	3,580
37.05 but less than 37.40	895	3,290	3,615
37.40 but less than 37.75	900	3,320	3,645
37.75 but less than 38.10	910	3.350	3,680
38.10 but less than 38.45	920	3,385	3,715
38.45 but less than 38.80	925	3,415	3,750
38.80 but less than 39.15	935	3,445	3,785
39,15 but less than 39.50	945	3,475	<u>3</u> ,815
39.50 but less than 39.85	950	3,505	3,850
39.85 but less than 40.20	960	3,535	3,880
40,20 but less than 40.55	970	<u>3,565</u>	3,915
40.55 but less than 40.90	975	3,600	3,950
40.90 but less than 41.25	985	3,630	3,985
41.25 but less than 41.60	995	3,660	4,020
41.60 but less than 41.95	1,000	<u>3,690</u>	4,050
41.95 but less than 42.30	<u>1,010</u>	<u>3,720</u>	<u>4,085</u>
42.30 but less than 42.65	1,020	<u>3,750</u>	<u>4,120</u>
42.65 but less than 43.00	<u>1,030</u>	<u>3</u> , <u>785</u>	<u>4,155</u>
43.00 but less than 43.35	<u>1,035</u>	<u>3,815</u>	<u>4,190</u>
43.35 but less than 43.70	<u>1,045</u>	<u>3,845</u>	<u>4,220</u>
43.70 but less than 44,05	<u>1,055</u>	<u>3,875</u>	4,255
44.05 but less than 44.40	<u>1,060</u>	<u>3,905</u>	4,290
44.40 but less than 44.75	<u>1,070</u>	<u>3,935</u>	<u>4,325</u>
44.75 but less than 45.10	<u>1,080</u>	<u>3</u> , <u>970</u>	<u>4,355</u>
45.10 but less than 45.45	<u>1,085</u>	<u>4,000</u>	<u>4,390</u>
45.45 but less than 45.80	<u>1,095</u>	4,030	<u>4,425</u>
45.80 but less than 46.15	<u>1,105</u>	<u>4,060</u>	<u>4,460</u>
46.15 but less than 46.50	<u>1,110</u>	<u>4,090</u>	<u>4,495</u>
46.50 but less than 46.85	<u>1,120</u>	4,120	<u>4,525</u>
46.85 but less than 47.20	<u>1,130</u>	4,155	<u>4,560</u>
47.20 but less than 47.55	<u>1,135</u>	<u>4,185</u>	<u>4,595</u>
47.55 but less than 47.90	<u>1,145</u>	<u>4,215</u>	<u>4,630</u>
47,90 but less than 48.25	1,155	4,245	<u>4,665</u>
48.25 but less than 48.60	<u>1,160</u>	4,275	<u>4,695</u>
48.60 but less than 48.95	<u>1,170</u>	<u>4,310</u>	<u>4,730</u>

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48.95 but less than 49.30	1,180	4,340	4,765
49.30 but less than 49.65	<u>1,185</u>	4,370	4,800
49.65 but less than 50.00	1,195	4,400	<u>4,830</u>
50.00 but less than 50.35	<u>1,205</u>	4,430	<u>4,865</u>
50.35 and above	<u>1,215</u>	4,465	4,900

(a) (1) "Base Hourly Rate" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, payments-in-lieu of vacation, and all other extra compensation. For an employee working on a piece-work or incentive-method-of-pay basis, the "Base Hourly Rate" as of any given time shall be the employee's average earned hourly rate for the four pay periods (in which the employee worked full weeks) immediately preceding such given time.

(b) (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have ten or more years of credited service under the Pension Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

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(209-B1) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 9. Schedule of Benefits B. Salary Employees - (1) Life, and Accidental Death and Dismemberment **Benefits** 

- B. Salary Employees
- (1) Life and Accidental Death and Dismemberment Benefits

Base Weekly Salary (1)	Group Life Insurance Amount Before Age 65 (2)	Accidental Death and Dismemberment Benefit Amount (3)
Less than 562.35	47,000	23,500
562.35 but less than 573.85	48,000	24,000
573.85 but less than 585.35	49,000	24,500
585.35 but less than 596.85	50,000	25,000
596.85 but less than 608.35	51,000	25,500
608.35 but less than 619.85	52,000	26,000
619.85 but less than 631.35	53,000	26,500
631,35 but less than 642,85	54,000	27,000
642.85 but less than 654.35	55,000	27,500
654.35 but less than 665.85	56,000	28,000
665.85 but less than 677.35	57,000	28,500
677.35 but less than 688.85	58,000	29,000
688.85 but less than 700.35	59,000	29,500
700.35 but less than 711.85	60,000	30,000
711.85 but less than 723.35	61,000	30,500
723.35 but less than 734.85	62,000	31,000
734.85 but less than 746.35	63,000	31,500
746.35 but less than 757.85	64,000	32,000
757.85 but less than 769.35	65,000	32,500
769.35 but less than 780.85	66,000	33,000
780.85 but less than 792.35	67,000	33,500
792.35 but less than 803.85	68,000	34,000
803.85 but less than 815.35	69,000	34,500
815.35 but less than 826.85	70,000	35,000
826.85 but less than 838.35	71,000	35,500
838.35 but less than 849.85	72,000	36,000

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849.85 but less than 861.35	73,000	36,500
861.35 but less than 872.85	74,000	37,000
872.85 but less than 884.35	75,000	37,500
884.35 but less than 895.85	76,000	38,000
895.85 but less than 907.35	77,000	38,500
907.35 but less than 918.85	78,000	39,000
918.85 but less than 930.35	79,000	39,500
930.35 but less than 941.85	80,000	40.000
941.85 but less than 953.35	81,000	40,500
953,35 but less than 964.85	82,000	41,000
964.85 but less than 976.35	83,000	41.500
976.35 but less than 987.85	84,000	42.000
987.85 but less than 999.35	85,000	42,500
999.35 but less than 1,010.85	86.000	43,000
1,010.85 but less than 1,022.35	87,000	43,500
1,022.35 but less than 1,033.85	88,000	were the second
		44,000
1,033.85 but less than 1,045.35	89,000	44,500
1,045.35 but less than 1,056.85	90,000	45,000
1,056.85 but less than 1,068.35	91,000	45,500
1,068.35 but less than 1,079.85	92,000	46,000
1,079.85 but less than 1,091.35	93,000	46,500
1,091.35 but less than 1,102.85	94,000	47,000
1,102.85 but less than 1,114.35	95,000	47,500
1,114.35 but less than 1,125.85	95,000	47,500
1,125.85 but less than 1,137.35	96,000	48,000
1,137.35 but less than 1,148.85	97,000	48,500
1,148.85 but less than 1,160.35	98,000	49,000
1,160.35 but less than 1,171.85	99,000	49,500
1,171.85 but less than 1,183.35	100,000	50,000
1,183,35 but less than 1,194.85	101,000	50,500
1,194.85 but less than 1,206.35	102,000	51,000
1,206.35 but less than 1,217.85	103,000	51,500
1,217.85 but less than 1,229,35	104,000	52,000
1,229,35 but less than 1,240.85	105,000	52,500
1,240.85 but less than 1,252,35	106,000	53,000
1,252.35 but less than 1,263.85	107,000	53,500
1,263.85 but less than 1,275.35	108,000	54,000
1,275.35 but less than 1,286.85	109,000	54,500
1,286.85 but less than 1,298.85	110,000	55.000
1,298.85 but less than 1,309.85	111,000	55,500
1,309.85 but less than 1,321,35	112,000	56,000
1,321.35 but less than 1,332.85	113,000	56.500
1,332.85 but less than 1,344.35	114,000	57,000
1,344,35 but less than 1,355,85	115,000	57.500
1,355.85 but less than 1,367.35	116,000	58,000
1,367.35 but less than 1,378.85	117,000	58,500
1,378.85 but less than 1,390.35	118,000	59,000
1.390.35 but less than 1.401.85	119,000	59,500
1,401,85 but less than 1,413.35	120,000	60.000
1,413.35 but less than 1,424.85	121,000	60.500
1,424,85 but less than 1,436.35	122,000	61,000
1,436,35 but less than 1,447,85	123,000	61,500
1,447.85 but less than 1,447.65		62,000
	124,000	
1,459.35 but less than 1,470.85	125,000	62,500

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1,470.85 but less than 1,482.35	126,000	63,000
1,482.35 but less than 1,493.85	127,000	63,500
1,493.85 but less than 1,505.35	128,000	64,000
1,505.35 but less than 1,516.85	129,000	64,500
1,516.85 but less than 1,528.35	130,000	65,000
1,528.35 but less than 1,539.85	131,000	65,500
1,539.85 but less than 1,551.35	132,000	66,000
1,551.35 but less than 1,562.85	133,000	66,500
1,562.85 but less than 1,574.35	134,000	67,000
1,574.35 but less than 1,585.85	135,000	67,500
1,585.85 but less than 1,597.35	136,000	68,000
1,597.35 but less than 1,608.85	137,000	68,500
1,608.85 but less than 1,620.35	138,000	69,000
1,620.35 but less than 1,631.85	139,000	69,500
1,631.85 but less than 1,643.35	140,000	70,000
1,643.35 but less than 1,654.85	141,000	70,500
1,654.85 but less than 1,666.35	142,000	71,000
1,666.35 but less than 1,677.85	143,000	71,500
1,677.85 but less than 1,689.35	144,000	72,000
1,689.35 but less than 1,700.85	145,000	72,500
1,700.85 and more	146,000	73,000

Base Weekly Salary (1)	Group Life Insurance Amount Before Age 65 (2)	Accidental Death and Dismemberment Benefit Amount (3)
Less than 562.35	47,000	23,500
562.35 but less than 573.85	<u>48,000</u>	<u>24,000</u>
573.85 but less than 585.35	<u>49,000</u>	<u>24,500</u>
585.35 but less than 596.85	<u>50,000</u>	<u>25,000</u>
596.85 but less than 608.35	<u>51,000</u>	<u>25,500</u>
608.35 but less than 619.85	52,000	<u>26,000</u>
619.85 but less than 631.35	53,000	26,500
631.35 but less than 642.85	<u>54,000</u>	27,000
642.85 but less than 654.35	<u>55,000</u>	27,500
654.35 but less than 665.85	<u>56,000</u>	<u>28,000</u>
665.85 but less than 677.35	<u>57,000</u>	28,500
677.35 but less than 688.85	58,000	29,000
688.85 but less than 700.35	<u>59,000</u>	29,500
700.35 but less than 711.85	<u>60,000</u>	30,000
711.85 but less than 723.35	61,000	30,500
723.35 but less than 734.85	<u>62,000</u>	31,000
734.85 but less than 746.35	63,000	<u>31,500</u>
746.35 but less than 757.85	64,000	<u>32,000</u>
757.85 but less than 769.35	<u>65,000</u>	<u>32,500</u>
769.35 but less than 780.85	<u>66,000</u>	33,000
780.85 but less than 792.35	67,000	<u>33,500</u>
792.35 but less than 803.85	<u>68,000</u>	<u>34,000</u>
803.85 but less than 815.35	<u>69,000</u>	<u>34,500</u>

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815.35 but less than 826.85	70,000	35,000
826.85 but less than 838.35	71,000	<u>35,500</u>
838.35 but less than 849.85	72,000	36,000
849.85 but less than 861.35	73,000	36,500
861.35 but less than 872.85	74,000	37,000
872.85 but less than 884.35	75,000	37,500
884.35 but less than 895.85	76,000	38,000
895.85 but less than 907.35	77,000	38,500
907.35 but less than 918.85	78,000	39,000
918.85 but less than 930.35	79,000	39,500
930.35 but less than 941.85	80,000	40,000
941.85 but less than 953.35	81,000	40,500
953.35 but less than 964.85	82,000	41,000
964.85 but less than 976.35	83,000	41,500
976.35 but less than 987.85	84,000	42,000
987.85 but less than 999.35	85,000	42,500
999.35 but less than 1,010.85	86,000	43,000
1,010.85 but less than 1,022.35	87,000	43,500
1,022,35 but less than 1,033,85	88,000	44,000
1,033.85 but less than 1,045.35	89,000	44,500
1,045.35 but less than 1,056.85	90,000	<u>45,000</u>
1,056.85 but less than 1,068.35	91,000	45,500
1,068.35 but less than 1,079.85	92,000	46,000
1,079.85 but less than 1,091.35	93,000	46,500
1,091.35 but less than 1,102.85	94,000	47,000
1,102.85 but less than 1,114.35	95,000	47,500
1,114.35 but less than 1,125.85	<u>95,000</u>	47,500
1,125.85 but less than 1,137.35	96,000	48,000
1,137.35 but less than 1,148.85	97,000	<u>48,500</u>
1,148.85 but less than 1,160.35	98,000	49,000
1,160.35 but less than 1,171.85	99,000	49,500
1,171.85 but less than 1,183.35	<u>100,000</u>	<u>50,000</u>
1,183.35 but less than 1,194.85	<u>101,000</u>	<u>50,500</u>
1,194.85 but less than 1,206.35	102,000	<u>51,000</u>
1,206.35 but less than 1,217.85	103,000	<u>51,500</u>
1,217.85 but less than 1,229.35	104,000	<u>52,000</u>
1,229.35 but less than 1,240.85	<u>105,000</u>	<u>52,500</u>
1,240.85 but less than 1,252.35	106,000	<u>53,000</u>
1,252.35 but less than 1,263.85	<u>107,000</u>	<u>53,500</u>
1,263.85 but less than 1,275.35	108,000	<u>54,000</u>
1,275.35 but less than 1,286.85	<u>109,000</u>	<u>54,500</u>
1,286.85 but less than 1,298.85	<u>110,000</u>	<u>55,000</u>
1,298.85 but less than 1,309.85	<u>111,000</u>	<u>55,500</u>
1,309.85 but less than 1,321.35	<u>112,000</u>	<u>56,000</u>
1,321.35 but less than 1,332.85	113,000	<u>56,500</u>

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1,332.85 but less than 1,344.35	114,000	<u>57,000</u>
1,344.35 but less than 1,355.85	115,000	57,500
1,355.85 but less than 1,367.35	116,000	58,000
1,367.35 but less than 1,378.85	117,000	<u>58,500</u>
1,378.85 but less than 1,390.35	118,000	59,000
1,390.35 but less than 1,401.85	119,000	<u>59,500</u>
1,401.85 but less than 1,413.35	120,000	60,000
1,413.35 but less than 1,424.85	121,000	60,500
1,424.85 but less than 1,436.35	122,000	61,000
1,436.35 but less than 1,447.85	123,000	61,500
1,447.85 but less than 1,459.35	124,000	62,000
1,459.35 but less than 1,470.85	125,000	62,500
1,470.85 but less than 1,482.35	126,000	63,000
1,482.35 but less than 1,493.85	127,000	63,500
1,493.85 but less than 1,505.35	128,000	64,000
1,505.35 but less than 1,516.85	129,000	64,500
1,516.85 but less than 1,528.35	130,000	65,000
1,528.35 but less than 1,539.85	131,000	<u>65,500</u>
1,539.85 but less than 1,551.35	132,000	66,000
1,551.35 but less than 1,562.85	133,000	66,500
1.562.85 but less than 1,574.35	134,000	67,000
1,574.35 but less than 1,585.85	135,000	67,500
1,585.85 but less than 1,597.35	136,000	68,000
1,597.35 but less than 1,608.85	137,000	68,500
1,608.85 but less than 1,620.35	138,000	69,000
1,620.35 but less than 1,631.85	139,000	69,500
1,631.85 but less than 1,643.35	140,000	70,000
1,643.35 but less than 1,654.85	141,000	70,500
1,654.85 but less than 1,666,35	142.000	71,000
1,666.35 but less than 1,677.85	143,000	71,500
1,677.85 but less than 1,689.35	144,000	72,000
1,689.35 but less than 1,700.85	145,000	72,500
1,700.85 but less than 1,712.35	<u>146,000</u>	<u>73,000</u>
1,712.35 but less than 1,723.85	147,000	<u>73,500</u>
1,723,85 but less than 1,735,35	<u>148,000</u>	74,000
1,735.35 but less than 1,746.85	149,000	<u>74,500</u>
1,746.85 but less than 1,758.35	<u>150,000</u>	<u>75,000</u>
1,758.35 but less than 1,769.85	<u>151,000</u>	<u>75,500</u>
1,769.85 but less than 1,781.35	<u>152,000</u>	76,000
1,781.35 but less than 1,792.85	<u>153,000</u>	<u>76,500</u>
1,792.85 but less than 1,804.35	<u>154,000</u>	<u>77,000</u>
1,804.35 but less than 1,815.85	<u>155,000</u>	<u>77,500</u>
1,815.85 but less than 1,827.35	<u>156,000</u>	<u>78,000</u>
1,827.35 but less than 1,838.85	<u>157,000</u>	<u>78,500</u>
1,838.85 but less than 1,850.35	<u>158,000</u>	<u>79,000</u>

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1,850.35 but less than 1,861.85	<u>159,000</u>	<u>79,500</u>
1,861.85 but less than 1,873.35	<u>160,000</u>	80,000
1,873.35 but less than 1,884.85	<u>161,000</u>	<u>80,500</u>
1,884.85 but less than 1,896.35	<u>162,000</u>	<u>81,000</u>
1,896.35 but less than 1,907.85	<u>163,000</u>	<u>81,500</u>
1,907.85 but less than 1,919.35	<u>164,000</u>	82,000
1,919.35 but less than 1,930.85	<u>165</u> ,000	82,500
1,930.85 but less than 1,942.35	<u>166,000</u>	83,000
1,942.35 but less than 1,953.85	<u>167,000</u>	83,500
1,953.85 but less than 1,965.35	<u>168,000</u>	84,000
1,965.35 but less than 1,976.85	<u>169,000</u>	84,500
1,976.85 but less than 1,988.35	<u>170,000</u>	<u>85,000</u>
1,988.35 but less than 1,999.85	<u>171,000</u>	<u>85,500</u>
1,999.85 but less than 2,011.35	<u>172,000</u>	86,000
2,011.35 but less than 2,022.85	<u>173,000</u>	86,500
2,022.85 but less than 2,034.35	<u>174,000</u>	<u>87,000</u>
2,034.35 but less than 2,045.85	175, <u>000</u>	<u>87,500</u>
2,045.85 but less than 2,057.35	<u>176,000</u>	88,000
2,057,35 but less than 2,068,85	<u>177,000</u>	88,500
2,068.85 but less than 2,080.35	<u>178,000</u>	<u>89,000</u>
2,080.35 but less than 2,090.85	179,000	89,500
2,091.85 but less than 2,103.35	180,000	90,000
2,103.35 but less than 2,114.85	<u>181,000</u>	<u>90,500</u>
2,114.85 but less than 2,126.35	<u>182,000</u>	91,000
2,126.35 but less than 2,137.85	<u>183,000</u>	<u>91,500</u>
2,137.85 but less than 2,149.35	<u>184,000</u>	<u>92,000</u>
2,149.35 but less than 2,160.85	<u>185,000</u>	<u>92,500</u>
2,160.85 but less than 2,172.35	<u>186,000</u>	93,000
2,172.35 but less than 2,183.85	187,000	<u>93,500</u>
2,183.85 but less than 2,195.35	<u>188,000</u>	<u>94,000</u>
2,195.35 but less than 2,206.85	<u>189,000</u>	<u>94,500</u>
2,206.85 but less than 2,218.35	190,000	<u>95,000</u>
2,218,35 but less than 2,229.85	<u>191,000</u>	<u>95,500</u>
2,229.85 but less than 2,241.35	192,000	96,000
2,241.35 but less than 2,252.85	<u>193,000</u>	<u>96,500</u>
2,252.85 but less than 2,264.35	<u>194,000</u>	97,000
2,264.35 but less than 2,275.85	195,000	97,500
2,275.85 but less than 2,287.35	196,000	98,000
2,287.35 but less than 2,298.85	197,000	<u>98,500</u>
2,298.85 and above	198,000	99,000

(e1) "Base Weekly Salary" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, and all other extra compensation.

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(b2) After age 65 the amount shown will be reduced as provided in Article II, Section 1.

(e3) Three times the scheduled amount may be payable for an occupational-related death (as defined in Section 4. B).

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(209-B2) Article II. GROUP LIFE AND DISABILITY INSURANCE - Section 9. Schedule of Benefits B. Salary Employees - (2) Sickness and Accident and Extended Disability Benefits

# (2) Sickness and Accident and Extended Disability Benefits

Ba	se Weekly Sa	<del>lary (1)</del>	Weekly Sickness & Accident Benefits Amount	Monthly Extended Benefit Schedule 1	Monthly Extended Benefit Schedule 2
	Less than	562.35	339	1,230	1,350
562.35	but less than	573.85	346	1,255	1,380
573.85	but less than	585.35	353	1,280	1,405
585.35	but less than	596.85	360	1,305	1,435
596.85	but less than	608.35	367	4,330	1,460
608,35	but less than	619.85	374	1,355	1,490
319.85	but less than	631.35	381	4,385	1,520
631.35	but less than	642,85	388	1,410	1,545
342.85	but less than	654.35	395	1,435	1,575
554.35	but less than	665.85	402	1,460	1,600
365.85	but less than	677,35	409	1,485	1,630
577.35	but less than	688.85	416	1,510	1,660
88.85	but less than	700.35	423	1,535	1,685
700,35	but less than	741.85	430	1,560	1,715
711.85	but less than	723.35	437	1,585	1.740
723.35	but less than	734.85	444	1,610	1,770
734.85	but less than	746.35	451	1,635	1,795
746.35	but less than	757.85	458	1,660	1.825
757,85	but less than	769.35	465	1,690	1,855
769.35	but less than	780.85	472	1,715	1,880
780.85	but less than	792.35	479	1,740	1,910
792.35	but less than	803.85	486	1,765	1,935
303,85	but less than	815.35	493	1,790	1,965
315.35	but less than	826.85	500	1,815	1,995
326.85	but less than	838,35	507	1,840	2,020
338.35	but less than	849.85	514	1,865	2,050
349.85	but less than	861.35	521	1,890	2,075
361,35	but less than	872.85	528	1,915	2,105
372.85	but less than	884.35	535	1,940	2,130
884.35	but less than	895.85	542	1,965	2,160
895,85	but less than	907.35	549	1,995	2,190
907.35	but less than	918.85	556	2,020	2.215

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918.85	but less than	930.35	563	2,045	2,245
930.35	but less than	941.85	570	2,070	2,270
41.85	but less than	953.35	577	2,095	2,300
353.35	but less than	964.85	584	2,120	2,325
64.85	but less than	976.35	591	2,145	2,355
76.35	but less than	987.85	598	2,170	2,385
87.85	but less than	999,35	605	2,195	2,410
199.35	but less than	1,010.85	612	2,220	2,440
1,010,85	but less than	1,022,35	619	2,245	2,465
1,022.35	but less than	1,033,85	626	2,270	2,495
1.033.85	but less than	1.045.35	633	2,300	2,525
.045.35	but less than	1,056.85	640	2.325	2.550
.056.85		1,068.35	647	2.350	2,580
068.35	but less than	1,079.85	654	2.375	2.605
079.85		1,091,35	661	2,400	2.635
.091.35		1.102.85	668	2,425	2,660
1,102,85	but less than	1,114.35	675	2,450	2,690
114.35	but less than	1,125,85	682	2,475	2,720
125.85	but less than	1,137,35	689	2.500	2,745
137.35	but less than	1,148.85	696	2,525	2,775
148.85		1.160.35	703		
160.35	but less than	1,171,85	710	2,550	2,800
1,160.35		11.		2,575	2,830
	but less than		717	2,600	2,860
1,183,35	but less than		724	2,630	2,885
,194.85	but less than		731	2,655	2,915
,206.35	but less than	The second secon	738	2,680	2,940
,217.85		1,229.35	745	2,705	2,970
1,229.35	but less than	1,240.85	752	2,730	2,995
1,240.85	but less than	1,252,35	759	2,755	3,025
1,252.35	but less than	1,263.85	766	2,780	3,055
1,263.85	but less than	1,275.35	773	2,805	3,080
1,275.35	but less than	1,286.85	780	2,830	3,110
1,286.85	but less than	1,298.35	787	2,855	3,135
1,298.35	but less than	1,309.85	794	2,880	3,165
1,309.85	but less than	1,321,35	801	2,905	3,195
1,321.35	but less than	1,332.85	808	2,935	3,220
1,332.85	but less than	1,344.35	815	2,960	3,250
344.35	but less than	1,355.85	822	2,985	3,275
1,355.85	but less than	1,367.35	829	3,010	3,305
1,367.35	but less than	1,378.85	836	3,035	3,330
378.85	but less than		843	3.060	3,360
390.35	out less than		850	3.085	3,390
1,401.85	but less than		857	3,110	3,415
413.35	but less than		864	3,135	3.445
424.85	but less than		871	3,160	3,470
1.436.35	but less than	1.447.85	878	3,185	3,500
1.447.85	but less than	1.459.35	885	3.210	3.525
1,459.35	but less than	1,470.85	892	3,240	3,555
1.470.85	but less than	1,482.35	899	3,265	3,585
482.35	but less than	1,493,85	906	3,290	3,545 3,610
1,493,85	but less than	1,505,35	913		
	_			3,315	3,640
1,505,35	but less than	1,516.85	920	3,340	3,665
1,516.85	but less than		927	3,365	3,695
1,528.35	but less than	1,539.85	934	3,390	3,725
1,539,85	but less than		941	3,415	3,750
1,551,35	but less than		948	3,440	3,780
1,562.85	but less than	1,574,35	955	3,465	3,805

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1,574.35	but less than 1,585.85	962	3,490	3,835
1,585.85	but less than 1,597.35	969	3,515	3,860
1,597.35	but less than 1,608.85	976	3,545	3,890
1,608.85	but less than 1,620.35	983	3,570	3,920
1,620.35	but less than 1,631.85	990	3,595	3,945
1,631,85	but less than 1,643.35	997	3,620	3,975
1,643.35	but less than 1,654.85	1,004	3,645	4,000
1,654,85	but less than 1,666.35	1,011	3,670	4,030
1,666.35	but less than 1,677.85	1,018	3,690	4,060
1,677.85	but less than 1,689.35	1,025	3,720	4,085
1,689,35	but less than 1,700.85	1,032	3,745	4,115
1,700.85	and over	1,039	3,770	4,140

	Weekly Sickness &	Monthly Extended Disability Benefit	Monthly Extended Disability Benefit
	Accident Benefit	Amount Schedule	Amount Schedule II
Base Weekly Salary (1)	Amount	1	( <u>2</u> )
Less than 562.35	<u>339</u>	1,230	<u>1</u> . <u>350</u>
562.35 but less than 573.85	<u>346</u>	1,255	1,380
573.85 but less than 585.35	353	1,280	1,405
585.35 but less than 596.85	360	<u>1,305</u>	1.435
596.85 but less than 608.35	367	<u>1,330</u>	1,460
608.35 but less than 619.85	374	1,355	1,490
619,85 but less than 631,35	381	1,385	1,520
631.35 but less than 642.85	388	1,410	1,545
642.85 but less than 654.35	<u>395</u>	1,435	1,575
654.35 but less than 665.85	402	<u>1,460</u>	<u>1,600</u>
665.85 but less than 677.35	409	<u>1,485</u>	1, <u>630</u>
677.35 but less than 688.85	416	<u>1,510</u>	<u>1,660</u>
688.85 but less than 700.35	423	<u>1,535</u>	1,685
700.35 but less than 711.85	430	1,560	1,715
711.85 but less than 723,35	437	1,585	1,740
723.35 but less than 734.85	444	<u>1,610</u>	1,770
734.85 but less than 746.35	451	<u>1,635</u>	1,795
746,35 but less than 757,85	<u>458</u>	1,660	<u>1,825</u>
757,85 but less than 769.35	465	1,690	<u>1,855</u>
769,35 but less than 780.85	472	<u>1,715</u>	<u>1,880</u>
780.85 but less than 792.35	479	1,740	1,910
792.35 but less than 803.85	486	1,765	<u>1,935</u>
803.85 but less than 815.35	493	1,790	<u>1,965</u>
815,35 but less than 826,85	<u>500</u>	<u>1,815</u>	1,995
826,85 but less than 838,35	507	1,840	2,020
838.35 but less than 849.85	<u>514</u>	1,865	2,050
849.85 but less than 861,35	521	1,890	2,075
861.35 but less than 872.85	<u>528</u>	<u>1,915</u>	2,105
872.85 but less than 884.35	<u>535</u>	<u>1,940</u>	<u>2,130</u>
884.35 but less than 895.85	542	<u>1,965</u>	<u>2,160</u>
895.85 but less than 907.35	<u>549</u>	<u>1,995</u>	<u>2,190</u>
907,35 but less than 918,85	<u>556</u>	<u>2,020</u>	<u>2,215</u>
918.85 but less than 930.35	<u>563</u>	2,045	2,245
930.35 but less than 941.85	<u>570</u>	2,070	2,270
941,85 but less than 953.35	577	2,095	2,300

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953.35 but less than 964.85	<u>584</u>	2,120	<u>2,325</u>
964.85 but less than 976.35	<u>591</u>	2,145	<u>2,355</u>
976.35 but less than 987.85	<u>598</u>	2,170	2,385
987,85 but less than 999.35	<u>605</u>	<u>2,195</u>	<u>2,410</u>
999,35 but less than 1,010.85	<u>612</u>	2,220	2,440
1,010,85 but less than 1,022,35	<u>619</u>	2,245	2,465
1,022.35 but less than 1,033,85	626	2,270	2,495
1,033.85 but less than 1,045.35	633	2,300	2,525
1,045.35 but less than 1,056.85	640	2,325	2,550
1,056.85 but less than 1,068.35	647	2,350	2.580
1,068.35 but less than 1,079.85	654	2,375	2,605
1,079,85 but less than 1,091.35	<u>661</u>	2,400	2,635
1,091,35 but less than 1,102.85	668	2,425	2,660
1,102.85 but less than 1,114.35	675	2,450	2,690
1,114.35 but less than 1,125.85	682	2,475	2,720
1,125,85 but less than 1,137.35	689	2,500	2.745
1,137,35 but less than 1,148.85	696	2,525	2,775
1,148.85 but less than 1,160,35	703	2,550	2,800
1,160,35 but less than 1,171.85	710	2,575	2,830
1,171.85 but less than 1,183,35	717	2,600	2,860
1,183.35 but less than 1,194.85	724	2,630	2,885
1,194.85 but less than 1,206.35	731	2,655	2,915
1,206.35 but less than 1,217.85	738	2,680	2,940
1,217,85 but less than 1,229.35	745	2,705	2,970
1,229.35 but less than 1,240.85	752	2,730	2,995
1,240.85 but less than 1,252.35	759	2,755	3,025
1,252,35 but less than 1,263.85	766	2,780	3.055
1,263.85 but less than 1,275.35	773	2,805	3,080
1,275.35 but less than 1,286.85	780	2,830	3,110
1,286.85 but less than 1,298.85	787	2,855	3,135
1,298.85 but less than 1,309.85	794	2,880	3,165
1,309,85 but less than 1,321,35	801	2,905	3,195
1,321.35 but less than 1,332.85	808	2,935	3,220
1,332.85 but less than 1,344.35	815	2,960	3.250
1,344.35 but less than 1,355.85	822	2,985	3,275
1,355.85 but less than 1,367.35	829	3,010	3,305
1,367,35 but less than 1,378,85	836	3,035	3,330
1,378.85 but less than 1,390.35	843	3,060	3,360
1,390,35 but less than 1,401,85	850	3,085	3,390
1,401.85 but less than 1,413.35	857	3,110	3,415
1,413.35 but less than 1,424.85	864	3,135	3,445
1,424.85 but less than 1,436.35	871	3,160	3,470
1,436.35 but less than 1,447.85	878	3,185	3,500
1,447.85 but less than 1,459.35	885	3,210	3,525
1,459.35 but less than 1,470.85	892	3,240	3, <u>555</u>
1,470.85 but less than 1,482.35	899	3,265	3,585
1,482,35 but less than 1,493.85	906	3,290	3,610
1,493.85 but less than 1,505,35	913	3,315	3,640
1,505.35 but less than 1,516.85	920	3,340	3,665
1,516.85 but less than 1,528.35	927	3,365	3,695
1,528.35 but less than 1,539.85	934	3,390	3,725

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1,539,85 but less than 1,551.35	941	3,415	3,750
1,551.35 but less than 1,562.85	948	<u>3,440</u>	3.780
1,562.85 but less than 1,574,35	<u>955</u>	3,465	<u>3</u> , <u>805</u>
1,574,35 but less than 1,585.85	962	3,490	<u>3,835</u>
1,585.85 but less than 1,597.35	<u>969</u>	<u>3,515</u>	<u>3,860</u>
1,597.35 but less than 1,608.85	<u>976</u>	<u>3,545</u>	3,890
1,608.85 but less than 1,620.35	983	3,570	3,920
1,620.35 but less than 1,631.85	990	3,595	3,945
1,631.85 but less than 1,643.35	997	3,620	3,975
1,643,35 but less than 1,654,85	1,004	3,645	4,000
1,654.85 but less than 1,666,35	<u>1,011</u>	3,670	4,030
1,666.35 but less than 1,677.85	<u>1,018</u>	3,690	4,060
1,677,85 but less than 1,689,35	1,025	3,720	4,085
1,689,35 but less than 1,700.85	1,032	3,745	4,115
1,700.85 but less than 1,712.35	1,039	3,770	4,140
1,712.35 but less than 1,723.85	1,046	3,795	4,165
1,723.85 but less than 1,735.35	1,053	3,820	4,195
1,735.35 but less than 1,746,85	1,060	3,845	4,220
1,746.85 but less than 1,758.35	1,067	3,870	4,250
1,758.35 but less than 1,769.85	1,074	3,895	4,280
1,769.85 but less than 1,781,35	1,081	3,920	4,305
1,781.35 but less than 1,792.85	1,088	3,945	4,335
1,792.85 but less than 1,804.35	1,095	3,970	4,360
1,804.35 but less than 1,815.85	1,102	3.995	4,390
1,815.85 but less than 1,827.35	1,109	4,020	4,415
1,827.35 but less than 1,838.85	1,116	4,050	4,445
1,838.85 but less than 1,850.35	1,123	4,075	4,475
1,850.35 but less than 1,861.85	1,130	4,100	4,500
1,861.85 but less than 1,873.35	1,137	4,125	4,530
1,873.35 but less than 1,884.85	1,144	4,150	4,555
1,884.85 but less than 1,896.35	1,151	4,175	4,585
1,896.35 but less than 1,907.85	1,158	4,200	4,610
1907.85 but less than 1,919.35	1,165	4,225	4.640
1,919.35 but less than 1,930.85	1,172	4,250	4,670
1,930.85 but less than 1,942.35	1,179	4.275	4.695
1,942.35 but less than 1,953.85	1,186		
1,953.85 but less than 1,965.35		4,300	4,725
1,965.35 but less than 1,965.35	1,193	4,325	4.750
1,976.85 but less than 1,988.35	1,200	4,350	4,780
	1,207	4.380	4,805
1,988.35 but less than 1,999.85	1,214	4,405	4,835
1,999.85 but less than 2,011.35 2,011.35 but less than 2,022.85	1,221	4,430	4.865
	1,228	4.455	4,890
2,022.85 but less than 2,034.35	1,235	4,480	4,920
2,034.35 but less than 2,045.85	1,242	<u>4,505</u>	4,945
2,045.85 but less than 2,057.35	1,249	4,530	4,975
2,057.35 but less than 2,068.85	1,256	<u>4,555</u>	5,000
2,068.85 but less than 2,080.35	1.263	4,580	<u>5,030</u>
2,080,35 but less than 2,091,85	1,270	<u>4,605</u>	<u>5,060</u>
2,091,85 but less than 2,103.35	1,277	<u>4,630</u>	5,085
2,103.35 but less than 2,114.85	1,284	4,655	5,115
2,114.85 but less than 2,126.35	<u>1,291</u>	4,685	<u>5,140</u>

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2,126.35 but less than 2,137.85	1,298	4,710	5,170
2,137,85 but less than 2,149.35	1,305	4.735	5,200
2,149.35 but less than 2,160.85	1,312	4,760	5,225
2,160.85 but less than 2,172.35	<u>1,319</u>	4,785	<u>5,255</u>
2,172,35 but less than 2,183.85	1,326	4,810	5,280
2,183,85 but less than 2,195.35	<u>1,333</u>	4,835	<u>5,310</u>
2,195.35 but less than 2,206.85	<u>1,340</u>	4,860	5,335
2,206.85 but less than 2,218.35	1,347	4,885	<u>5,365</u>
2,218.35 but less than 2,229.85	<u>1,354</u>	4,910	<u>5,395</u>
2,229.85 but less than 2,241.35	1,361	4,935	5,420
2,241.35 but less than 2,252.85	<u>1,368</u>	4,960	5,450
2,252.85 but less than 2,264.35	<u>1,375</u>	4,985	5,475
2,264.35 but less than 2,275.85	1,382	<u>5,015</u>	<u>5,505</u>
2,275,85 but less than 2,287,35	<u>1,389</u>	<u>5,040</u>	<u>5,530</u>
2,287.35 but less than 2,298.85	1,396	<u>5,065</u>	<u>5,560</u>
2,298.85 and above	1,403	5,090	<u>5,590</u>

(e1) "Base Weekly Salary" shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, and all other extra compensation.

(b2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have ten or more years of credited service under the Pension Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

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# (206A) Article II. The Life, Disability and Health Care Benefit Program-Section 6. A. Eligibility

The group sickness and accident insurance policies referred to in Article I. hereof or any group sickness and accident insurance policy or policies issued in lieu thereof shall, for the period of this Program, include the following:

- A. Eligibility and Commencement of Benefits
- (1) Eligibility Criteria Requirements

In order to be eligible for sickness and accident benefits for either <u>a</u> non-occupational or occupational <u>injuries</u>disability, an employee must meet the following <u>criteria</u>requirements:

- (a) become totally and continuously disabled while insured for sickness and accident benefits:
- (b) be unable to perform all duties of the employee's occupation;

  Occupation;
- (c) be under the continuous care of a legally licensed Health Care Provider, as defined below, who certifies the employee's total disability;

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(a) a legally licensed medical or osteopathic doctor, physician, or surgeon who directly treats or supervises the treatment of the employee; or

(b) for the first fourteen (14) calendar days of a disability not involving mental health or substance abuse, a legally licensed nurse practitioner or physician assistant; or

(c) for mental health and substance abuse conditions:

(i) for the first sixty (60) calendar days from the first date of disability or for the first sixty (60) calendar days from the date a mental health or substance abuse condition is first diagnosed, whichever occurs earlier, a legally licensed psychiatrist, physician, psychiatric nurse practitioner, master degreed licensed professional counselor (LPC), master degreed licensed clinical social worker (LCSW), master degreed licensed

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master's social worker (LMSW) or doctorate level psychologist and after the firs sixty (60) calendar days, a legally licensed psychiatrist; or

(ii) if the employee is under treatment for alcohol or substance abuse in a residential or outpatient substance abuse treatment facility such facility's physician director or a physician consultant selected by the facility, based on information furnished by and the recommendation of the therapist who is supervising the employee's therapy; or

(d) a legally licensed health care provider who directly treats the employee and whom the Insurance Company determines is practicing within the scope of their license;

- (2) if the employee subsequently qualifies for a reopened sickness and accident claim for a mental health and/or substance abuse condition, the employee must be under the continuous care of a legally licensed psychiatrist who certifies the employee's total disability, within thirty (30) calendar days;
- (d) On a timely basis, furnish notice of claim, provide satisfactory proof of disability applying evidence-based medicine guidelines and provide a duration that meets accepted disability duration guidelines to the Insurance Company.
- (d) timely apply for benefits and ensure timely submission of Satisfactory Medical Proof of Disability by their Health Care Provider, as provided in G. Notice of Claim and Proof of Loss;
- (e) be compliant with their Health Care Provider's treatment plan for the duration of the disability leave; benefits will not be denied under this paragraph (e) if there are circumstances supporting the employee is compliant.

Claims denied under the provisions of 1.(d) above will be jointly reviewed by the International UAW and the Company and upon agreement by the parties, subject to a physician review. An employee denied benefits <u>pursuant to any Eligibility Requirement may</u> request a review an appeal of such denial pursuant to Article I, Section 3 H (2).

#### (2) Commencement of Benefits

Non-occupational sickness Sickness and accident benefits are payable beginning on the first normal working day of accident disability or on the first normal working day after the third normal working calendar day of sickness disability. (excluding as waiting days Saturdays and Sundays or, for employees on seven day operations, such other days as are not normal working days);

#### (3) Benefit Rate

Sickness and accident benefits are payable as provided below, following the waiting period as described in (2) above, in weekly benefit amounts determined from the Schedule of Benefits set forth in Article II, Section 9, except that the benefit amount shown in the Schedule if of Benefits will be reduced by 25% for any period the employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained;

(4) Occupational Sickness and Accident Benefits

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Benefits shall be made available to insured employees for occupational disability arising out of and in the course of any employment on the same terms as would have applied if the disability had been non-occupational in nature but in a weekly benefit amount equal to the amount by which the non-occupational weekly benefit exceeds the weekly amount of the employee's Workers' Compensation Wage Loss Benefits. (whether commuted or not and whether compromised or not as a redemption award or otherwise) that the employee by complying with the provisions thereof, would be entitled to receive for time lost from work under any applicable workers' compensation or occupational disease law (not counting payments specifically for hospitalization, surgical, or medical expenses, payments or specific allowances for loss, or 100 percent loss of use, of member or disfigurement, or permanent partial disability payments for a work related disability unrelated to the disability for which benefits under this Section are payable), payable as provided in A. hereof;

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(206B) Article II. The Life, Disability and Health Care Benefit Program-Section 6. B. Duration of Benefit

#### B. Duration of Benefit

Weekly non-occupational or occupational sickness and accident benefits (1) will be paid for a period up to fifty-two weeks, except that an employee who has less than one year of seniority will be paid sickness and accident benefits for up to a period equal to: (a) his seniority on the date of disability, if he has seniority, or (b) the period from the date he was hired to the date of disability, if he does not have seniority, but in no case for more than fifty-two weeks, provided, however, that if such employee is confined as a bed patient in a legally constituted hospital or is receiving payments because of employment with the Company under any applicable workers' compensation or occupational disease law (not counting payments or specific allowances for loss, or 100% loss of use, of member) for the same disability at the date of expiration of the maximum period for which he is entitled to receive sickness and accident benefits, and such benefits were payable for less than fifty-two weeks, benefits will continue to be payable while he continues to be so confined or while he receives such payments, but in no case beyond the end of such fifty-two week period.

If sickness and accident benefits cease, pursuant to the Insurance Company's medical examination, while the employee's doctor continues to certify to total disability and the employee remains on an approved leave of absence, his sickness and accident insurance shall be continued, but in no case will the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth above.

The maximum period during which sickness and accident benefits may be payable is 52 weeks.

Upon meeting all Eligibility Requirements as outlined in A above, sickness and accident benefits are payable for the lesser of (1) the period of disability as certified by the employee's Health Care Provider, (2) the Maximum Allowable Period, (3) the last day prior to the date the employee no longer satisfies all the Eligibility Requirements as outlined in A above, (4) the maximum duration for which the employee is eligible for sickness and accident benefits or (5) the date of the employee's death. The Claim Administrator is responsible for determining the Maximum Allowable Period through application of standard disability industry and medical management tools, which may include a Physician Peer Review. If the employee disputes a denial of benefits for leave exceeding the Maximum

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Allowable Period, they shall have the right to request an Independent Review through the Claim Administrator. If the employee does not opt to request an Independent Review or disputes the findings of the Independent Review, they shall have the right to request an appeal of such denial of benefits pursuant to Article I, Section 3 H(2). Prior to an appeal, if deemed necessary, the Company or the International Union, UAW may request that a Physician Peer Review be completed.

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(206E) Article II. The Life, Disability and Health Care Benefit Program-Section 6. E. Reduction of Benefit

E. Reduction of Benefit

Weekly benefits will be reduced by:

- (1) any unemployment benefits an employee is eligible to receive under any unemployment compensation law, whether due to employment with the Company or any other employment; and
- (2) the weekly equivalent of any <u>Social Security Disability Insurance</u> benefit disability insurance or retirement benefits (primary insurance benefit amount) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received, and for purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33; and
- (3) all local, state and federal benefits paid due to disability preventing the employee from working; and
- (4) Workers' Compensation Wage Loss Benefits, whether due to employment with the Company or any other employment.

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(206G) Article II. The Life, Disability and Health Care Benefit Program-Section 6. G. Notice of Claim and Proof of Loss

Notice of Claim and Satisfactory Medical Proof of Loss Disability

(1)—In order to qualify for sickness and accident benefits: the employee must furnish notice of claim to the Insurance Company within twenty (20) days after the commencement of any period of disability covered by the policy, or as soon thereafter as is reasonably possible.

(1) the employee's application for benefits must be made with the Claim

Administrator within 7 calendar days of the first date of disability; and

(2) initial Satisfactory Medical Proof of Disability must be provided to the Claim Administrator within the first 30 calendar days of disability and any subsequent Satisfactory Medical Proof of Disability must be provided to the Claim Administrator within 30 calendar days from the last day of the period of disability.

(2) Initial medical proof of loss must be furnished to the Insurance Company within thirty (30) days of the commencement of any period of disability, and all subsequent medical proof of loss must be furnished to the Insurance Company within thirty (30) days from the last day for which the Insurance Company is liable under this Section 6., but failure to furnish such proof within the time required shall neither invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required; and

Absent extenuating circumstances, the employee is responsible to ensure that both their claim and their Health Care Provider's Satisfactory Medical Proof of Disability are timely submitted to the Claim Administrator. If extenuating circumstances prevent the employee from meeting the required timeframes, the employee may provide proof of the circumstances to the Claim Administrator for review.

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(206H) Article II. The Life, Disability and Health Care Benefit Program-Section 6. H. Waiver

H. Waiver

An employee who has one or more years of sSeniority may waive irrevocably any right bethey may have to receive sickness and accident benefits with respect to any period of disability by completing a waiver form furnished by the Gompany Claim Administrator for that purpose, in which case no sickness and accident benefits shall be payable for any period of disability covered by such waiver.

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# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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**Overpayment Recoveries** 

December 16, 2019September xx, 2023

(2) Overpayment Recoveries

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International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. EstradaMr. Boyer:

This is to confirm the understanding reached between the parties during the current negotiations regarding the recovery of overpayments as described below under the FCA US LLC-UAW Pension Agreement from retirees or surviving spouses.

Errors will be corrected when found in accordance with the requirements imposed by the SECURE 2.0 Act of 2022 and other applicable law. In the event of an overpayment of an early retirement supplement, interim supplement, temporary benefit, or a basic pension, resulting solely and clearly from a demonstrable management or administrator error, discovered on or after January 1, 2020, the liability of the affected retiree or surviving spouse shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

Such limitation will not be applicable to the repayment of an early retirement supplement, interim supplement or temporary benefit because of a Social Security Disability Insurance Benefit (SSDIB) award.

Very truly yours, FCA US LLC By Glenn Shagena Christopher Fields

Accepted and Approved: INTERNATIONAL UNION, UAW

By Cynthia Estrada Rich Boyer

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# **Actuarial Valuations And 5500 Reports**

October 14, 1996 September xx, 2023

(7) Actuarial Valuations And 5500 Reports

International Union, UAW

Attention: Mr. Jack Laskowski Mr. Rich Boyer

Dear Sirs:Mr. Boyer:

This will confirm the understanding reached between the parties during the current negotiations that the <a href="CorporationCompany">CorporationCompany</a> will annually furnish as soon as practicable to the <a href="ChryslerFCA US LLC">ChryslerFCA US LLC</a> - UAW Pension Board of Administration a copy of the <a href="SFAS">SFAS</a> 87 pension information (contained in the Corporation's annual report), actuarial valuations, trustee report(s) and 5500 reports applicable to the <a href="ChryslerFCA US LLC">ChryslerFCA US LLC</a> - UAW Pension Agreement, <a href="Jeep Corporation">Jeep Corporation</a> - UAW Retirement Income Plan, and the American Motors-Union Retirement Income Plan. Such actuarial valuations shall continue to provide full and complete information regarding the Plans' funding requirements.

Very truly yours,

CHRYSLER CORPORATIONFCA US LLC

By R. F. BrownChristopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Leonard J. Paula Rich Boyer

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# **Designated Contingent Annuitant Benefit**

December 16, 2019 September xx, 2023

(31) Designated Contingent Annuitant Benefit

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. Estrada Mr. Boyer:

During these negotiations, the parties agreed that the FCA US LLC-UAW Pension Agreement (Plan) is amended to clarify the optional form of survivorship benefit known as designated contingent annuitant benefit, originally effective September 26, 2003, as follows.

**Designated Contingent Annuitant** 

A. Optional 100% Surviving Beneficiary Benefit
Beginning on or after June 1, 2004, an employee may elect a reduced monthly life income
benefit payable during the retired employee's life to provide the following survivor's benefit
for a contingent annuitant designated by the employee in writing when the employee elects
this form of survivorship benefit.

- (1) If the contingent annuitant is the employee's spouse, the benefit payable to the spouse shall be equal to 100% of the reduced monthly life income payable to the employee if the spouse survives the employee.
- (2) If the contingent annuitant is not a spouse, the contingent annuitant benefit shall be equal to the lesser of
  - (i) 100% of the employee's reduced monthly life income benefit or
- (ii) the maximum percentage of the employee's reduced monthly life income benefit set forth in Section 1.401(a)(9)–6TA-2(c)(2) of the IRS regulations, as they may be amended from time to time, if the contingent annuitant survives the employee.

(3) Married Employees

If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the

election witnessed by a Plan representative or a notary public at the time of the application for a normal, early or deferred vested retirement benefit.

(4) Election of Benefits

The election of the contingent annuitant option shall be made at the time that the employee applies for a monthly pension under Section (5), (6), or (7) of the Plan, and the effective date of the election shall be the date his monthly pension commences.

(5) Actuarial Equivalent

The benefit provided for under this subsection A shall be the Actuarial Equivalent (as defined below) of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial Equivalent shall be calculated on the basis of the 1994 Uninsured Pensioner Male Mortality Table for retirees and the 1994 Uninsured Pensioner Female Mortality Table for contingent annuitants and a six percent (6%) interest rate.

- (6) Permanent Total Disability Retirements
  This option is not available to employees who retire under Section (8) of the Plan,
  Permanent Total Disability Retirement.
- (7) Irrevocable Election
  Once effective, this option may not be cancelled for any reason.
- B. Optional 50% Surviving Beneficiary Benefit Beginning on or after June 1, 2004, an employee may elect a reduced monthly life income benefit payable during the retired employee's life, and upon death, a benefit equal to fifty percent (50%) of the reduced monthly life income benefit shall be paid during the life of, and to, the contingent annuitant designated by the employee in writing when the employee
- elects this form of survivorship benefit, if the contingent annuitant survives the employee.

  (1) Married Employees
  If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the election witnessed by a Plan representative or a notary public at the time of the

application for a normal, early or deferred vested retirement benefit.

- (2) Election of Benefits
  The election of the contingent annuitant option shall be made at the time that the employee applies for a monthly pension under Section (5), (6), or (7) of the Plan, and the effective date of the election shall be the date his monthly pension commences.
- (3) Actuarial Equivalent
  The benefit provided for under this subsection B shall be the Actuarial Equivalent (as defined below) of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial Equivalent shall be calculated on the basis of the 1994 Uninsured Pensioner Male Mortality Table for retirees and the 1994 Uninsured Pensioner Female Mortality Table for contingent annuitants and a six percent (6%) interest rate.

(4) Permanent Total Disability Retirements

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This option is not available to employees who retire under Section (8) of the Plan, Permanent Total Disability Retirement.

(5) Irrevocable Election

Once effective, this option may not be cancelled for any reason.

C. Optional 75% Surviving Beneficiary Benefit

For Retirement dates on or after January 1, 2008 (Benefit Commencement Dates February 1, 2008 or later) an employee may elect a reduced monthly life income benefit payable during the retired employee's life, and upon death, a benefit equal to seventy-five percent (75%) of the reduced monthly life income benefit shall be paid during the life of, and to, the contingent annuitant designated by the employee in writing when the employee elects this form of survivorship benefit, if the contingent annuitant survives the employee.

(1) Married Employees

If the employee is married at the time of the election, and the contingent annuitant is other than the employee's spouse, the spouse must execute a written consent to the election witnessed by a Plan representative or a notary public at the time of the application for a normal, early or deferred vested retirement benefit.

(2) Election of Benefits

The election of the contingent annuitant option shall be made at the time that the employee applies for a monthly pension under Section (5), (6), (7) or (8) of the Plan, and the effective date of the election shall be the date his monthly pension commences.

(3) Actuarial Equivalent

The benefit provided for under this subsection C shall be the Actuarial Equivalent (as defined below) of the life income benefit that would have been payable to the retired employee if the employee had not elected a survivorship option under this subsection. The Actuarial Equivalent shall be calculated on the basis of the 1994 Uninsured Pensioner Male Mortality Table for retirees and the 1994 Uninsured Pensioner Female Mortality Table for contingent annuitants and a six percent (6%) interest rate.

(4) Permanent Total Disability Retirements
The 75% Contingent Annuitant option described under this subsection C is available to those employees who retire under Section 8 of the Plan, Permanent Total Disability Retirement, on or after January 1, 2008.

(5) Irrevocable Election

Once effective, this option may not be cancelled for any reason.

Please indicate your concurrence to the contingent annuitant payment.

Very truly yours, FCA US LLC By Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia Estrada Rich Boyer

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## AMC/Jeep/UAW Plan Merger

December 16, 2019September xx, 2023

(35) AMC/JEEP/UAW Plan Merger

International Union, UAW

Attention: Mrs. Gynthia EstradaMr. Rich Boyer

Dear Mrs. Estrada: Mr. Boyer:

The parties have agreed that the FCA US LLC - UAW Pension Agreement (the "UAW Plan"), the Jeep Corporation - UAW Retirement Income Plan (the "Jeep Plan") and the American Motors-Union Retirement Income Plan (the "AMC Plan") shall be amended to permit the merger ofto merge (1) the Jeep Plan and (2) the AMC Plan (the "Prior Plans") and their associated trusts with and into the UAW Plan. The merger of the Prior Plans and UAW Plan will be effected no earlier than the date when the UAW Plan is funded well enough so that the Pension Benefit Guaranty Corporation ("PBGC") variable rate premium ("VRP") with respect to the UAW Plan, for the year following the merger, is below the per participant cap.

The day following the plan merger, the UAW Plan will provide retirement and certain other benefits previously provided under the UAW Plan and the Prior Plans for employees represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and affiliated Local Unions (together, the "UAW").

The purpose of the merger is to consolidate retirement plan administration and financing. The merger is not intended to, and shall not, impact the level of benefits or benefit accruals that are provided under the UAW Plan or the Prior Plans immediately before the merger.

> Very truly yours, FCA US LLC By Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia Estrada Rich Boyer

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# Electronic Funds Transfer (EFT)

December 16, 2019 September xx, 2023

(37) Electronic Funds Transfer (EFT)

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. EstradaMr. Boyer:

During these negotiations, the parties discussed the increased importance of protecting private data in the digital age. Personally Identifiable Information (PII) can include private information such as full name, address and date of birth. Printed pension checks and paper statement advices possess attributes of PII.

To address this issue:

 Participants Initiating Payment. The parties agreed that during the term of this Agreement, participants initiating payment on and after February 28, 2020 a date in 2020 agreed to by the parties, will be are required to enroll in paperless Electronic Funds Transfer (EFT) at a financial institution of their choice. This will allow for immediate availability of funds on the date of deposit and eliminate PII security issues posed by checks and paper statement advices. These participants will have the ability to view their payment detail on-line monthly and also will receive an annual statement mailed to their address of record in December. Participants choosing to receive monthly statements mailed to their address of record, will be required to contact Benefit Connect.

2. Current Participants in Pay Receiving Checks. The Company will initiate communication to current participants in pay who are not enrolled in EFT in order to promote the benefits of and encourage their enrollment in paperless EFT by a date in 2024 agreed to by the parties. This communication will include a direct deposit authorization form and instructions for submitting the necessary information.

3. Current Participants in Pay, Enrolled in EFT with Paper Statement Advices. On and after February 28, 2020 a date in 2020 agreed to by the parties, all participants enrolled in EFT with paper statement advices being mailed to their address of record line monthly and also will receive an annual statement mailed to their address of Colors 23 will be changed to paperless with the ability to view their payment detail on-132

record in December. Participants choosing to receive monthly statements mailed to their address of record, will be required to contact Benefit Connect.

Very truly yours, FCA US LLC By Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia EstradaRich Boyer

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## **FCA-UAW Pension Plan Funding**

December 16, 2019 September xx, 20xx

(39) FCA-UAW Pension Plan Funding IRC Section 436 Compliance

International Union, UAW

Attention: Mrs. Cynthia EstradaMr. Rich Boyer

Dear Mrs. Estrada: Mr. Boyer:

This letter confirms recent discussions between the Company and the Union regarding the funded status of the FCA US LLC - UAW Pension Plan (the "Plan") and the ongoing compliance with Internal Revenue Code ("IRC") Section 436.

During those discussions, the Union emphasized the importance of protecting pension benefits for UAW members. The Company recognizes the importance of the pension plan benefits to UAW members and has and will continue to take its funding of the pelan obligations seriously. The Company approaches management of the Plan prudently and complies with all legal requirements governing funding contributions.

The Company and Union agreed to an annual review of the Plan's funded status. The Company also agreed to provide the UAW quarterly notification of any material change to the Plan's funded status of which the Company is aware that would negatively impact pension benefits for UAW members.

The Company agreed to at all times to comply with IRC Section 436 and related regulations and guidance thereunder. Based on benefits <u>currently</u> in effect, <u>as of November 1, 2019</u>, if the Plan's funded status falls below thresholds that would prohibit those contractually agreed benefits from accruing or being paid, the Company would take <del>an</del> action to forfeit that portion of the funding standard carryover balance and the pre-funding balance required

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to maintain <u>a funding level</u> such <u>that</u> pension benefits for UAW members <u>would not be</u> <u>affected</u>.

Very truly yours, FCA US LLC By Glenn Shagena Christopher Fields

Accepted and approved:

International Union, UAW By-Cynthia Estrada Rich Boyer

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# (000) Pension Agreement

Agreement entered into on this 16xx day of December September, 201923, between FCA US LLC (hereinafter referred to as the "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and those of its Local Unions which are or become listed in Schedule I to this Pension Agreement (the said Local Unions and the International Union being hereinafter referred to collectively as the "Union").

As part of Chrysler LLC's bankruptcy process, the Chrysler LLC-UAW Pension Plan was designated to be assumed by Chrysler LLC and was assigned, effective June 10, 2009 to the Company.

Effective January 1, 2014, the Pension Plan was amended and restated by the Company to incorporate prior amendments and for purposes of the Pension Plan's IRS determination letter application. The Pension Plan is intended to qualify under section 401(a) of the Internal Revenue Code of 1986, as amended.

Unions, the Company, FCA US LLC, and predecessors to FCA US LLC have heretofore established and from time to time amended a pension plan, which as most recently amended was set forth in the Prior Pension Plan, and various memorandums of agreement subsequent to such date between the parties thereto. Such pension plan is amended to read as follows (and as so amended is hereinafter referred to as the "Pension Plan"), effective with respect to each group of employees involved immediately upon receipt by the Company from the Union of written notice that this Pension Agreement and the 201923 national collective bargaining agreement applicable to such group of employees have been ratified.

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# (004) Applicability of Pension Plan and Benefits for Retirement under Prior Pension Plan

A. Except as provided in B. below, the provisions of this Pension Plan are applicable only to employees who have seniority on or after October 1, 204923 and who retire or lose seniority on or after that date and to the eligible surviving spouses of such employees, and the provisions of the Prior Pension Plan (as defined in Section (29) below) shall not be applicable to them after such date. However, all references in Section (1), (2), (3), (19) and (23) of this Pension Plan to pensions, supplemental allowances and special age 65 benefits shall include those payable under the Prior Pension Plan as well as under this Pension Plan.

The provisions of the Prior Pension Plan shall continue to be applicable on and after October 1, 20<del>1923</del> to all employees who retired or lost their seniority prior to such date (and who after that date if retired on a permanent total disability pension prior to such date do not cease to be permanently and totally disabled) and to the eligible surviving spouses of such employees.

- B. Employees retired prior to September 1, 20<del>1923</del> under the Prior Pension Plan or eligible surviving spouses of such employees, shall have their benefits, if any, determined in accordance with the Prior Pension Plan, except that:
  - The monthly basic pension payment for each such retired employee or surviving spouse shall be as provided in Appendix B.
  - The monthly temporary pension payment for each such retired employee with benefits commencing prior to October 1, 20<del>19</del>23 entitled to receive the temporary pension under Section (7) or (8) of the Prior Pension Plan would be as follows:

Date of Employee's Retirement	Temporary Pension Benefit Rate	Monthly Maximum	
On and after September 1, 1961 and before September 1, 1964	15.90	397.50	CR) 1/2023
On and after September 1, 1964 and before September 7, 1967	16.40	410.00	CD2 OVID3
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On and after September 7, 1967 and before September 15, 1970	16.65	416.25
On and after September 15, 1970 and before March 1, 1974	17.15	428.75
On and after March 1, 1974 and before October 1, 1976	18.15	453.75
On and after October 1, 1976 and before October 1, 1978	18.65	466.25
On and after October 1, 1978 and before September 15, 1979	19.65	491.25
On and after September 15, 1979 and before October 1, 1980	20.65	516.25
On and after October 1, 1980 and before October 1, 1981	21.65	541.25
On and after October 1, 1981 and before August 15, 1983	22.65	566.25
On and after August 15, 1983 and before October 1, 1985	22.65	679.50
On and after October 1, 1985 and before October 1, 1986	23.65	709.50
On and after October 1, 1986 and before October 1, 1987	24.65	739.50
On and after October 1, 1987 and before September 1, 1988	24.85	745.50
On and after September 1, 1988		
and before September 1, 1989 On and after September 1, 1989	25.95	778.50
and before September 1, 1990  On and after September 1, 1990	27.05	811.50
and before September 1, 1991  On and after September 1, 1991	29.40	882.00
and before September 1, 1992  On and after September 1, 1992	31.60	948.00
and before September 1, 1993	33.70	1,011.00 CF) 1,032.00 CF 1,33
On and after September 1, 1993 and before September 1, 1994	34.40	1,032.00 CORY 1/23

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On and after September 1, 1994 and before September 1, 1995	35.35	1,060.50	
On and after September 1, 1995 and before September 1, 1996	36.50	1,095.00	
On and after September 1, 1996 and before September 1, 1997	36.75	1,102.50	
On or after September 1, 1997 and before September 1, 1998	38.00	1,140.00	
On and after September 1, 1998 and before September 1, 1999	39.65	1,189.50	
On and after September 1, 1999 and before September 1, 2000	39.85	1,195.50	
On and after September 1, 2000			
and before September 1, 2001	41.45	1,243.50	
On and after September 1, 2001 and before September 1, 2002	43.35	1,300.50	
On and after September 1, 2002 and before September 1, 2003	45.45	1,363.50	
On and after September 1, 2003 and before September 1, 2004	46.75	1,402.50	
On and after September 1, 2004 and before September 1, 2005	48.05	1,441.50	
On and after September 1, 2005 and before September 1, 2006	49.50	1,485.00	
On and after September 1, 2006 and before September 1, 2007	50.80	1,524.00	
On and after September 1, 2007 and before September 1, 2008	50.80	1,524.00	
On and after September 1, 2008 and before September 1, 2009	51.00	1,530.00	
On and after September 1, 2009 and before September 1, 2010	51.20	1,536.00	
On and after September 1, 2010 and before September 1, 2011	51.40		163112023
On and after September 1, 2011	51.40	1,542.00	12 a/1/2023
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3. An employee who retired under Section (7) of this Plan at his the employee's option after attaining age 55 with less than 30 years of credited service shall receive, for months commencing on and after October 1, 204923 an interim supplement as follows:

	Monthly Amount* Per Year of Credited Service
Age at	commencing on and after
Retirement	October 1, 20 <del>1923</del>
55	\$22.60
56	\$26.70
57	\$32.25
58	\$37.80
59	\$42.20
60 & 61	\$48.85

- \* Prorated for intermediate ages computed to the nearest whole month.
- 4. (i) Any retired employee age 65 years or older who is receiving monthly pension benefits which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan, or
- (ii) any eligible Surviving Spouse who is receiving pension benefits which commenced prior to September 15, 1979 under the applicable section of the Prior Pension Plan who is age 65 or older, or who is under age 65 if enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions (excluding the eligible surviving spouse of a former employee who was receiving a monthly deferred vested pension under the applicable section of the Prior Pension Plan) or
- (iii) any retired employee who has not attained age 65 who is receiving a monthly pension which commenced prior to September 15, 1979 under the applicable sections of the Prior Pension Plan and who is enrolled in the voluntary Medicare coverage that is available under the Federal Social Security Act by making contributions,

shall, subject to Clauses 2. and 3. below, receive a monthly special age 65 benefit equal to the lesser of \$76.20 or the Medicare Part B premium for each month commencing on or after January 1, 2004, in addition to the monthly pension, but in no event shall payment of such special age 65 benefit under (i) or (ii) above (except in the case of an eligible surviving spouse described in (ii) above who is under age 65 and enrolled in such voluntary Medicare coverage) commence prior to the first day of the month following the month during which age 65 is attained and in no event shall payment of such special age 65 benefit continue under (iii) above, or to an eligible surviving spouse described in (ii) above who is under age 65 and enrolled in such voluntary Medicare coverage, after the month during which age 65 is attained or after any earlier date on which such person ceases to be enrolled in such voluntary Medicare coverage and in no event shall a special age 65 benefit payable before attaining age 65 commence before the employee or surviving spouse makes application therefore; provided however, that with respect to an otherwise eligible individual under age 65, payment shall commence with the first month of enrollment; and provided further however, that not more than one such payment shall be made to any individual for any one month; and provided further that in no event shall any special age 65 benefit be payable to an eligible surviving spouse whose benefits did not commence prior to January cha/1/2823 1, 1980.

5. Effective January 1, 1991, the special age 65 benefit payable to an individual who is not enrolled in Medicare Part B as of October 1, 1990 but who was receiving a special age 65

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benefit, will be limited to \$28.00 per month. Such an individual will become entitled to the schedule of payments in Clause 1. above, upon proof of enrollment in Medicare Part B. Thereafter, continued receipt of a special age 65 benefit will be contingent on maintenance of Medicare Part B enrollment.

- For an individual enrolled in Medicare Part B as of October 1, 1990 or who first becomes eligible for Medicare Part B on or after October 1, 1990, receipt of a special age 65 benefit on and after January 1, 1991 is contingent upon continued enrollment in Medicare Part B.
- 7. The monthly pension payment payable to the surviving spouse of a retired employee who elected a Special Survivorship Option and who dies after such election becomes effective, shall be an amount equal to \$14.10 for each year of credited service such employee had at the date of <a href="https://doi.org/10.1001/jhis.com/his-the-employee/s">his-the-employee/s</a> retirement for any month commencing on or after October 1, 2011.
- 8. Monthly benefits payable on and after October 1, 2011 shall not be limited by the 70% limitation set forth in Section (10)F. of the Prior Pension Plan.
- 9. Effective October 1, 1999, the monthly pension payable to the otherwise eligible surviving spouse of an employee who:
- (i) retired prior to September 1, 1964 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority prior to September 1, 1964 and was eligible for Deferred Pension Benefits) shall be increased from 50% to 55% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.
- (ii) retired on or after September 1, 1964 and before November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after September 1, 1964 and before November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 55% to 60% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.
- (iii) retired on or after November 1, 1976 (excluding surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Section (9)(C), or lost seniority on or after November 1, 1976 and was eligible for Deferred Pension Benefits) shall be increased from 60% to 65% of the reduced monthly basic pension that was, or would have been payable after age 65, to the retired employee.
- C. A retired employee or former employee who has commenced receiving deferred pension benefits under the Prior Pension Plan and who is re-employed by the Company shall continue to receive during such re-employment, any monthly basic pension, temporary pension or special age 65 benefit to which he the employee might be otherwise entitled, but not a supplemental allowance.
- D. A retired employee who is entitled to receive a supplemental allowance or temporary pension will receive such benefit, if otherwise eligible, through the month in which he-the employee attains age 62 and one month.
- E. A retired employee whose basic monthly benefit would otherwise have been recomputed without any reduction for his the employee's pension commencing before age

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- F. Notwithstanding any provision of this Pension Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Sections 401(a)(37) and 414(u) of the Code. In the event that a participant dies on or after January 1, 2007 while performing qualified military service, any death benefit or preretirement survivor benefit payable with respect to the participant shall be determined (other than with respect to benefit accruals relating to the period of qualified military service) as if the participant resumed employment on the date immediately prior to his or her the employee's death and then terminated employment on account of death.
- G. Funding Based Limits on Benefits and Benefit Accruals
- 1. Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent.

Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section (4)(G)(1)(ii) below) but is not less than 60 percent, then the limitations set forth in this Section (4)(G)(1) apply.

(i) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments.

A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

- (a) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or
- (b) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

The limitation set forth in this Section (4)(G)(1)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a participant or beneficiary as of the annuity starting date because of the application of the requirements of this Section (4)(G)(1)(i), the participant or beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations). The participant or beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/ PBGC maximum benefit guarantee amount limitation described in this Section (4) (G)(1)(i), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

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During a period when this Section 4(G)(1)(i) applies to the Plan, participants and beneficiaries are permitted to elect payment in any optional form of benefit otherwise available under the Plan that provides for the current payment of the unrestricted portion of the benefit (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations), with a delayed commencement for the restricted portion of the benefit (subject to other applicable qualification requirements, such as Sections 411(a)(11) and 401(a)(9) of the Code).

(ii) Plan Amendments Increasing Liability for Benefits.

No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

- Less than 80 percent; or (a)
- (b) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section (4)(G)(1)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of participants covered by the amendment.

Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent.

Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section (4)(G)(2)(ii) below), then the limitations in this Section (4)(G)(2) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted.

A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section (4)(G)(2)(i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the participant.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid.

An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment CR)/1/2023 percentage for the Plan Year is:

a. Less than 60 percent; or

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(b) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.

### (iii) Benefit Accruals Frozen.

Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section (4)(G)(2)(iii), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

### Limitations Applicable If the Plan Sponsor Is In Bankruptcy.

Notwithstanding any other provisions of the Plan, a participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Company is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Company is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section (4)(G)(3) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the participant.

# 4. Provisions Applicable After Limitations Cease to Apply.

### (i) Resumption of Prohibited Payments.

If a limitation on prohibited payments under Section (4)(G)(1)(i), Section (4)(G)(2)(i), or Section (4)(G)(3) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.

In addition, after the Section 436 measurement date on which the limitation on prohibited payments under Section (4)(G)(1)(i) ceases to apply to the Plan, any participant applied to the Plan is permitted measurement date on which the limit ceases to notice of the right to make such election) under which the room is modified at a new annuity starting date to be changed to a single sum payment remaining value of the participant's or beneficiary's benefit under the Plan, subject to the other rules in this Section of the Plan and applicable requirements of Section 401(a) of the Code, including spousal consent. or beneficiary who had an annuity starting date within the period during which that limitation

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beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is permitted to make a new election (within 90 days after the Section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified at a new annuity starting date to be changed to a single sum payment for the remaining value of the participant's or beneficiary's benefit under the Plan, subject to the other rules in this Section of the Plan (including Section (4)(G)(1)(i)) and applicable requirements of Section 401(a) of the Code, including spousal consent.

### (ii) Resumption and Restoration of Benefit Accruals.

If a limitation on benefit accruals under Section (4)(G)(2)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor Regulation Section 2530,204-2(c) and (d).

In addition, benefit accruals that were not permitted to accrue because of the application of Section (4)(G)(2)(iii) shall be restored when that limitation ceases to apply if the continuous period of the limitation was 12 months or less and the Plan's enrolled actuary certifies that the adjusted funding target attainment percentage for the Plan Year would not be less than 60 percent taking into account any restored benefit accruals for the prior Plan Year.

# (iii) Shutdown and Other Unpredictable Contingent Event Benefits.

If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section (4)(G)(2)(ii), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(B) of the Treasury Regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section (4)(G)(2)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit with respect to the unpredictable contingent event that occurred during that Plan Year until restoration occurs pursuant to Section (4)(G)(4)(iv).

### (iv) Further Restoration of Accruals and Unpredictable Contingent Event Benefits.

If all benefit accruals that were not permitted to accrue because of the application of Section (4)(G)(2)(iii) are not permitted to be restored under Section (4)(G)(4)(ii), the Plan shall be deemed to be amended to fully restore benefit accruals that were not permitted to accrue because of the application of Section (4)(G)(2)(iii) as soon as possible after the limitation of Section (4)(G)(2)(iii) ceases to apply and the limitation of Section (4)(G)(1)(ii)(a) ceases to apply, unless full restoration would cause the limitation of Section (4)(G)(1)(ii)(b) to apply. Similarly, notwithstanding Section 4(G)(4)(iii), if all unpredictable contingent event O(1) benefits that were not permitted to be paid because of the application of Section (4)(G)(2)(ii) are not permitted to be restored under Section (4)(G)(4)(iii), the Plan shall be deemed to be amended to fully restore unpredictable contingent event benefits that were not permitted to be paid because of the application of Section (4)(G)(2)(ii) as soon as possible after the  $\alpha/1/23$ 

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limitation of Section (4)(G)(2)(ii) ceases to apply and the limitation of Section (4)(G)(1)(ii)(a) ceases to apply, unless full restoration would cause the limitation of Section (4)(G)(1)(ii)(b) to apply. If a Plan amendment fully restoring benefit accruals after Section (4)(G)(2)(iii) ceases to apply or a Plan amendment fully restoring unpredictable contingent event benefits after Section (4)(G)(2)(ii) ceases to apply would not be limited by Section (4)(G)(1)(ii)(a) but would be limited by Section (4)(G)(1)(ii)(b), then instead of full restoration, benefit accruals and unpredictable contingent event benefits shall be restored sequentially to the extent possible without causing the limitation of Section (4)(G)(1)(ii)(b) to apply, in the following order of priority:

- First, benefit accruals that ceased under Section (4)(G)(2)(iii) shall be restored to participants who have terminated employment and whose payments of a pension have been affected by the accrual cessation, and to beneficiaries of deceased participants (regardless of whether the deceased participants were eligible to commence benefits at the time of death) whose payments of a pension have been affected by the accrual cessation, in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen. When restoration occurs, a single lump sum payment shall be made to each affected payee (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such accruals that would have been included in payments previously made, and future benefit payments shall be adjusted to the monthly amount that would have been payable if accruals had not ceased under Section (4)(G)(2)(iii). For the avoidance of doubt, such restoration of accruals under this Section (4)(G)(4)(iv)(a) is not intended to restore that portion of the benefit payable to a participant receiving a special early retirement pension that may be characterized as an unpredictable contingent event benefit, and such portion shall be restored in accordance with Section (4)(G)(4)(iv)(b), to the extent permitted.
- Next, unpredictable contingent event benefits shall be restored to participants and beneficiaries of deceased participants whose benefit payments or right to future benefit payments were affected by Section (4)(G)(4)(iii)'s requirement that the Plan be treated as not providing the unpredictable contingent event benefit if an unpredictable contingent event occurs in a Plan Year when the restrictions of Section (4)(G)(2)(ii) apply, in the chronological order in which the benefits would have been paid if the benefits had been provided from the time of the unpredictable contingent event. Participants who elected another available benefit while the unpredictable contingent event benefit was not available shall be provided a limited opportunity to elect to receive the unpredictable contingent event benefit in lieu of the previously elected benefit (subject to reduction for the actuarial equivalent of benefits received under the previously elected benefit) and will be treated as having a new annuity starting date for this purpose. When restoration occurs, a single lump sum payment shall be made to each payee whose past benefit payments were prohibited or reduced (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such unpredictable contingent event benefits, and future benefit payments shall be adjusted to the monthly amount that would have been payable if unpredictable contingent event benefits had not been limited by Section (4)(G)(2)(ii).
- (c) Next, benefit accruals that ceased under Section (4)(G)(2)(iii) shall be restored to all other participants in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen.

#### (v) Treatment of Plan Amendments That Do Not Take Effect.

If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section (4)(G)(1)(ii) or Section (4)(G)(2)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to

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the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall take effect as soon as permitted, and benefits shall be restored based on the effective date of the original amendment, subject to the provisions of Section (4)(G)(4).

### 5. Notice Requirement.

See Section 101(j) of ERISA for rules requiring the plan administrator of a single employer defined benefit pension plan to provide a written notice to participants and beneficiaries within 30 days after certain specified dates if the plan has become subject to a limitation described in Section (4)(G)(1)(i), Section (4)(G)(2), or Section (4)(G)(3).

### Methods to Avoid or Terminate Benefit Limitations.

See Code Sections 436(b)(2), (c)(2), (e)(2), and (f) and Section 1.436-1(f) of the Treasury Regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections (4)(G)(1) through (3) for a Plan Year. In general, the methods the Company may use to avoid or terminate one or more of the benefit limitations under Sections (4)(G)(1) through (3) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

### 7. Special Rules.

 Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

#### (a) In General.

Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under Section (4)(G)(1) through Section (4)(G)(3) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Sections (4)(G)(7)(i)(b) through (d).

(b) Presumption of Continued Underfunding Beginning First Day of Plan Year.

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If a limitation under Section (4)(G)(1), Section (4)(G)(2), or Section (4)(G)(3) applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section (4)(G)(7)(i)(c) or Section (4)(G)(7)(i)(d) applies to the Plan:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and
  - (2) The first day of the current Plan Year is a section 436 measurement date.
  - (c) Presumption of Underfunding Beginning First Day of 4th Month.

If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section (4)(G)(7)(i)(d) applies to the Plan:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and
- (2) The first day of the 4th month of the current Plan Year is a section 436 measurement date.
  - (d) Presumption of Underfunding On and After First Day of 10th Month.

If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and
- (2) The first day of the 10th month of the current Plan Year is a section 436 measurement date.
  - New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.
  - First 5 Plan Years.

The limitations in Section (4)(G)(1)(ii), Section (4)(G)(2)(ii), and Section (4)(G)(2)(iii) do not apply to a new plan for the first 5 Plan Years of the plan, determined under the rules of Code Section 436(i) and Section 1.436-1(a)(3)(i) of the Treasury Regulations.

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# (b) Plan Termination.

The limitations on prohibited payments in Section (4)(G)(1)(i), Section (4)(G)(2)(i), and Section (4)(G)(3) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section (4)(G) of the Plan do not cease to apply as a result of termination of the Plan.

# (c) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans.

The limitations on prohibited payments set forth in Section (4)(G)(1)(i), Section (4)(G)(2)(i), and Section (4)(G)(3) do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any participants. This Section (4)(G)(7)(i)(c) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.

# (d) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability.

During any period in which none of the presumptions under Section (4)(G)(7)(i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section (4)(G)(1)(ii) and Section (4)(G)(2)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

# (iii) Special Rules Under PRA 2010.

# (a) Payments Under Social Security Leveling Options.

For purposes of determining whether the limitations under Section (4)(G)(1)(i) or Section (4)(G)(2)(i) apply to payments under a social security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury Regulations or other published guidance thereunder issued by the Internal Revenue Service.

# (b) Limitation on Benefit Accruals.

For purposes of determining whether the accrual limitation under Section (4)(G)(2)(iii) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under Section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

# (iv) Interpretation of Provisions.

The limitations imposed by this Section (4)(G) of the Plan shall be interpreted and administered in accordance with Code Section 436 and Section 1.436-1 of the Treasury Regulations.

### 8. Definitions.

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The definitions in the following Treasury Regulations apply for purposes of this Section (4)(G): Section 1.436-1(j)(1) defining adjusted funding target attainment percentage; Section 1.436-1(j)(2) defining annuity starting date; Section 1.436-1(j)(6) defining prohibited payment; Section 1.436-1(j)(8) defining section 436 measurement date; and Section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

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### (011) Credited Service and Records

Credited service, wherever used in this Pension Plan, means the number of years and parts of years an employee may count toward becoming eligible for a pension, computed as follows:

### A. Before the effective date

- The employee must have been on the active payroll or on the seniority list of the Company on the effective date.
- 2. If he qualifies under Clause 1. immediately preceding, he may count the time from the date (below called his seniority date) from which he ranks for seniority on the seniority list (except time credited for military service prior to employment by the Company) up to the effective date, plus the time of his employment before his seniority date by the Company or a predecessor corporation, provided
- (i) that if he was off the active payroll or out of the employ of the Company or a predecessor corporation for one or more periods of two years or more he shall count only the time following the last period of two years or more during which he was off the active payroll, or out of the employ and
- (ii) that he may, upon making application therefore, also count the time of all his active service with the Company or a predecessor corporation before such last period of two years or more during which he was off the active payroll, or out of the employ.
- 3. An employee who does not qualify under Clause 1. above, who lost his seniority before the effective date and who was rehired and acquired a seniority date after the effective date which seniority date was within 24 consecutive calendar months following his last day of work prior to the effective date may, upon making application therefore, count the time up to his last day worked before the effective date in the manner set forth in Clause 2. above. An employee who does not qualify under Clause 1. above, nor under the preceding sentence, may count the time of all his active service with the Company or a predecessor corporation (such active service to include military service, provided the employee left employment with the Company or a predecessor corporation under an approved military leave of absence and was reemployed in accordance with the terms of such leave of absence) before the effective date upon making application therefore. For the purpose of counting the time of the employee before the effective date as set out in this

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Clause 3., he shall be deemed to have the seniority date that he had before he last lost his seniority prior to the effective date.

#### B. After the effective date

- 1. He may count one year for every year beginning January 1 and ending December 31 (below called a calendar year) in which he receives pay from the Company for working 1,700 or more hours. For a calendar year in which he receives pay for working less than 1,700 hours, he may count such part of a year as the number of hours for which he receives pay in that year bears to 1,700; each hour in any year to count only once although he may receive more than straight time pay for it. For the period from the effective date to December 31, 1950, he may count each 142 hours for which he receives pay from the Company for working as one month and remaining hours if more than 71 shall count as one month, but in no event may he count more than the total number of months from the effective date to December 31, 1950.
- 2. For the purpose of Clause 1., pay includes straight time holiday pay, but excludes pay in lieu of vacation and, for salaried employees only, includes vacation pay vacation pay for salaried employees and vacation pay earned by and paid to hourly employees on and after January 4, 2021.
- If after the effective date, he loses his seniority under the labor agreement applicable to the bargaining unit in which he is employed, no time prior to the loss, whether before or after the effective date, shall count as credited service, except that
- (a) the employee shall not lose his credited service if he loses his seniority because the Company transfers him, or if at the time he loses his seniority at a Plant or Division of the Company, he has seniority at any Plant or Division of the Company, and
- (b) if an employee loses his seniority because he receives permanent total disability benefits under a group life insurance policy held by the Company and he is reemployed by the Company, he shall be credited with the credited service that he had at the date he lost his seniority, and
- (c) if, on or after the effective date, an employee loses his seniority, thereby losing his credited service, and thereafter is re-employed by the Company and subsequently acquires a seniority date he shall, upon making proper application, be entitled to the credited service he had at the date he lost his seniority plus, if he had not retired under Section (5) or (7), any additional credited service he would have had if he had been an employee with seniority throughout the period subsequent to the date he lost his seniority up to and including February 1, 1971, and his service with the Company after the date he is re-employed shall be used in computing his credited service under this Section (11).

Notwithstanding anything in this Pension Plan to the contrary, employees defined in Section (29(A) (ii), (iii), (iv) and (v) will not earn additional service under this Pension Plan after their rehire date except as provided in Section (27)(ii).

An employee who does not have seniority shall lose his credited service upon the happening of any of the events which would cause an employee with seniority to lose his seniority under the labor agreement applicable to the bargaining unit in which he is employed.

4. If, after the effective date, he is absent from his work pursuant to an approved leave of absence requested by his Local Union or the International Union to

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permit him to engage in the business of or to work for the Local Union or the International Union, he may count for credited service 40 hours for each complete calendar week of such leave in the same manner as though he had received pay for working such hours.

- 5. For the purpose of Clause 1., an employee who leaves work to enter into active service in the armed forces of the United States and for that reason is given an approved leave of absence by the Company may count 40 hours for each complete calendar week that he is on such leave on and after the effective date, in the same manner as though he received pay for working such hours; provided, however, that the credited service based on such hours shall not exceed four years or such longer period as the employee has re-employment rights pursuant to any Federal law, and provided, further, that the employee is re-employed in accordance with the terms of such leave of absence.
- 6. For the purpose of Clause 1., an employee who is absent from his work on an approved leave of absence from the Company because of occupational injury or disease incurred in the course of his employment by the Company, and on account of such injury or disease receives Workers' Compensation payments may count 40 hours for each complete calendar week of such absence on or after the effective date, in the same manner as though he had received pay for working such hours; provided, however, that no hours may be counted that are after the employee's retirement, and provided, further, if such absence occurred during the period from the effective date to September 1, 1961, the employee must first make application in order to count such hours.
- For the purpose of Clause 1., an employee who is absent from work due to layoff or approved sick leave on or after November 15, 1967, and who accrues in any calendar year thereafter less than 1,700 hours of credited service in such calendar year. may (in addition to any other hours that may be counted) count 40 hours for each complete calendar week of such absence in such calendar year in the same manner as though he had received pay for working such hours; provided, however, that he may count such hours only if he shall have received pay in such calendar year for at least 170 hours; and provided, further, that if such layoff or leave commences in 1970 or any calendar year thereafter and continues after the year in which it commenced, the employee (including an employee who receives pay for 1,700 or more hours in 1970 or any calendar year thereafter if he is absent from work due to layoff or approved sick leave at the end of any such calendar year) may count 40 hours for each complete calendar week of absence from work due to layoff or approved sick leave in the calendar year after such commencing year, not to exceed 1,530 hours that he may count for all such absence related to receipt of such pay from the Company in such commencing year. An employee who returns to work on or after November 1, 1979, and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be disqualified, solely because of the receipt of such pay, from receiving any such credit for which he would otherwise be eligible hereunder. For the purposes of this Clause 7, only, any employee who is laid off subsequent to November 1, 1979 and whose first day of absence due to such layoff is the first regularly scheduled work day in January next following his last day worked shall be deemed to have been laid off on December 31 of the year in which he last worked. A part-time employee may count a number of hours for any week of such absence in the same percentage relationship as such employee's regular part-time schedule is to 40 hours. In no event shall the provisions of this Clause result in a duplication of credited service under this or any other provision of this Section (11).
  - 8. For the purpose of Clause 1., an employee who
    - (i) is at work on or after November 1, 1985,

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- (ii) has 10 or more years of seniority at time of layoff commencing on or after November 1, 1985,
- (iii) while on such layoff has received the maximum of 1,530 hours of credit for periods of absence due to layoff or Company approved sick leave in accordance with Clause 7. of this Section (11), and
  - (iv) continues thereafter to be absent due to such layoff

shall be credited with 40 hours for each complete calendar week of absence due to such layoff up to a maximum of 1,700 hours of credit.

- 9. For the purpose of Clause 1., an employee who accrued less than 1,700 hours of credited service in any calendar year as specified below, may count a number of hours equal to 40 for each complete calendar week of such absence in such calendar year multiplied by a percentage as set forth in the table at the end of this Section (11)(B)(9), provided, however, that the employee must first make application in order to count such hours, and provided, further, that in no event shall the provisions of this Clause result in a duplication of credited service under this or any other provision of this Section (11).
- (i) between December 31, 1950, and January 1, 1956, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who has seniority on September 15, 1973, or
- (ii) between December 31, 1955, and January 1, 1958, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on February 1, 1971, or
- (iii) between December 31, 1957, and January 1, 1963, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on November 15, 1967, or
- (iv) between December 31, 1962, and January 1, 1968, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on November 1, 1979, or
- (v) between December 31, 1973 and January 1, 1977 and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on October 1, 1993, or
- (vi) between December 31, 1978 and January 1, 1985, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on November 1, 1985, or
- (vii) between December 31, 1976 and January 1, 1979, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on October 1, 1996, or
- (viii) between December 31, 1978 and January 1, 1984, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on October 1, 1999, and provided that the service granted under this condition (viii) shall not be less than the service granted in (vi) previously for calendar year 1979 through 1983.
- (ix) between December 31, 1978 and January 1, 1989, and who was absent from work due to a layoff that resulted in his being cleared from the roll between those two dates, and who had seniority on October 1, 2003, and provided that the service granted under this condition (ix) shall not be less than the service granted in (vi) and (viii) previously for calendar year 1979 through 1984.

Years of Seniority on dates specified in

(i), (ii), (iii), (iv), (v), (vi) (vii), (viii) and (ix) above Percentage

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20 or more	100
15 but less than 20	75
10 but less than 15	50
5 but less than 10	25

- Notwithstanding any other clause in this Section, in the case of an employee who shall retire on or after
- (a) October 1, 1987, the employee's credited service for the period before January 1, 1966 shall not be less than the employee's seniority as of December 31, 1965 as determined under the Collective Bargaining Agreement;
- (b) October 1, 2007, the employee's credited service for the period before January 1, 1996 shall not be less than the employee's seniority as of December 31, 1995 as determined under the Collective Bargaining Agreement.
- 11. An employee with seniority on or after November 1, 1979, who was absent from work while on approved sick leave because of pregnancy on or after August 1, 1950 and prior to January 1, 1968, shall be credited with 510 hours of credited service for any such absence during which she had seniority, provided that the employee makes proper application therefore and, provided further, that in no event shall the provisions of this Clause 11. result in the employee accruing more than twelve months of credited service in any calendar year.
- 12. An employee who loses his seniority under the labor agreement on or after January 1, 1976 and who is not eligible for a deferred pension as provided in Section (6) because he does not have 5 or more years of credited service computed as provided in this Section (11) otherwise than in this Clause 12. may, for the sole purpose of determining if he is eligible for a deferred pension as provided in Section (6) and if he makes application therefore, compute his credited service as provided below in this Clause 12.c. and without regard (except as otherwise in this Clause 12. specifically provided) to the other provisions of this Section (11) that grant credited service for time not worked. Any computation of credited service made as provided in this Clause 12. shall be solely for the purpose of determining the eligibility of such a former employee for a deferred pension and not for determining the amount thereof, and the amount of such a deferred pension shall be determined by reference only to the credited service that the former employee had when he lost his seniority, as computed under the provisions of this Section (11) other than the provisions of this Clause 12. Credited service for purposes of this Clause 12. shall be computed as follows:
- a. An employee who has completed his eligibility period, such period consisting of the completion of one year of service (excluding any service prior to a one year break in service) or, if later, when he attains age 21 shall be entitled to one year of credited service for purposes of this Clause 12. for each year in which he accumulates a year of service.
- b. An employee shall be deemed to have completed one year of service for purposes of completion of his eligibility period when he accumulates 1000 hours of service

 (i) in the 12 consecutive month period commencing when his employment commences, or if he does not then accumulate such hours,

(ii) in the first calendar year commencing after his employment commences, or if he does not then accumulate such hours,

commences, or if he does not then accumulate such hours,

such hours.

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- c. An employee who has attained age 18, shall be entitled to one year of service for purposes of this Clause 12, for each calendar year in which he accumulates 1000 hours of service commencing
- (i) on the January 1 immediately preceding the date he completes his eligibility period, if such date occurs on or before June 30, or otherwise
- (ii) on the January 1 next following the date he completes his eligibility period; provided, however, that an employee shall not receive one year of service:
  - (1) for any year in which he does not accumulate 1000 hours of service, or
- (2) for any year of service before January 1, 1971, unless he has 3 years of service after December 31, 1970, or
- (3) for any year of service before January 1, 1976, to the extent such service would not have been counted as credited service under the provisions of this Section (11) as in effect before January 1, 1976, or
- (4) for any years of service prior to a one year break in service, if the employee has not completed a year of service after such break, or
- (5) for any years of service (excluding any service not counted under this subparagraph (5) or under subparagraph (4), above) before consecutive breaks in service of one year each if the number of such consecutive one year breaks in service equals or exceeds the aggregate number of years of service credited to the employee prior to such breaks, or for such employee at work on or after January 1, 1985, years of service prior to consecutive breaks in service of one year if the number of consecutive one year breaks in service equals or exceeds the greater of five or the aggregate number of such years of service prior to such breaks.
- d. For purposes of this Clause 12.,an employee shall receive one hour of service in accordance with the rules set forth in Department of Labor Regulation Section 2530,200b-2 and 2530,200b-3 for each hour
- (i) for which an employee is paid or entitled to payment by the Company for performance of duties or
- (ii) during which no duties are performed due to vacations, holidays, sickness, (including disability), layoff, jury duty, military duty or leave of absence.

An hour of service shall further include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company.

e. For purposes of this Clause 12., an employee shall have a one year break in service in any calendar year in which he has not accumulated 500 hours of service with the Company. In determining whether an employee has a one year break in service, for any absence from work commencing on or after January 1, 1985 by reason of pregnancy of the employee, birth of a child of the employee, placement of a child with the employee in connection with the adoption of such child by such employee, or for purposes of child care immediately following such birth or placement, or for any absence from work commencing on or after October 1, 1993 for any reason that qualifies an employee for a leave under the Family and Medical Leave Act of 1993, the employee shall be credited with the hours for which such employee otherwise would have been scheduled to receive payment for the performance of duties or, if such scheduled hours cannot be determined by the Company,

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with 8 hours for each work day of such absence, not to exceed a total of 501 hours for any such absence. Such hours shall be credited in the year in which the absence commences if necessary to prevent incurring a one year break in service, otherwise such hours shall be credited in the immediately following year.

#### C. Service of former Briggs employees

An employee covered by this Pension Plan who between December 30, 1953, and June 1, 1954, inclusive, became employed or was treated as having become employed by the Company and whose seniority rights for service with Briggs Manufacturing Company or Briggs Indiana Corporation were preserved pursuant to the agreements between the Company and the Union dated January 8, 1954, may count toward becoming eligible for a pension, in addition to the credited service to which he is entitled for employment with the Company under the above provisions, the following:

the credited service to which he was entitled, up to the date he became employed by the Company, under Article IX of the Briggs Labor Agreement, and

upon making application therefore, the time of all of his active service with either or both of Briggs Manufacturing Company and Briggs Indiana Corporation, up to the date he became employed by the Company, for which he was not entitled to receive credited service under Article IX of the Briggs Labor Agreement, and

the time after the effective date and up to the date he became employed by the Company that he was absent from his work pursuant to an approved leave of absence requested by his Local Union or the International Union to permit him to engage in the business of or to work for the Local Union or the International Union and he would otherwise have been scheduled to work for Briggs Manufacturing Company or Briggs Indiana Corporation during such absence;

provided, however, that in any event not more than 1,700 hours, including compensated hours, shall be credited in any calendar year; and provided, further, that in no event shall any of the provisions of this Clause C, result in a duplication of credited service under any other provision either of this Clause C. or of any other provision of this Section (11).

#### D. Service for former American Foundry employees

An employee covered by this Pension Plan who on August 31, 1961, was covered by the American Foundry Pension Plan may count toward becoming eligible for a pension, in addition to the credited service to which he is entitled for employment with the Company under the above provisions, the following:

- the credited service to which he was entitled, up to and including August 31, 1961, under the American Foundry Pension Plan, and
- upon making application therefore, the time of all of his active service with either or both of American Foundry Company, Inc. and the American Foundry Plant of the Company, up to and including August 31, 1961, for which he was not entitled to receive credited service under the American Foundry Pension Plan;

provided, however, that not more than 1,700 hours shall be credited in any calendar year; and provided, further, that in no event shall any of the provisions of this Clause D. result in a duplication of credited service under any other provision either of this Clause D. or any other provision of this Section (11).

Service of former New Process Gear Division employees

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An employee covered by this Pension Plan who on August 31, 1964, was covered by the New Process Gear Pension Plan may count toward becoming eligible for a pension the credited service he would have had if his credited service for employment with the New Process Gear Division had been computed, for the period of his employment before January 7, 1954, in accordance with A. of this Section (11) and based upon his seniority date (or, if later, the seniority date that would be in effect for him if his seniority date had not been backdated for a period of time equal to the sums of any periods of service that he had with the New Process Gear Corporation prior to the date on which such seniority date was first established), plus the credited service to which he was entitled between January 7, 1954 and August 31, 1964, under the New Process Gear Pension Plan plus the credited service to which he is entitled under this Section (11) for employment with the Company after August 31, 1964; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

### F. Service of former DeLuxe Die Works, Inc. employees

A former employee of DeLuxe Die Works, Inc. who as of July 1, 1965, became covered by this Pension Plan may count toward becoming eligible for a pension, in addition to the credited service to which he is entitled for employment with the Company under the above provisions, the following:

(i) the credited service to which he was entitled, up to and including June 30,
 1965, under the DeLuxe Pension Plan and,

(ii) upon making application therefore, the time of all of his active service with DeLuxe Die Works, Inc., up to and including June 30, 1965, for which he was not entitled to receive credited service under the DeLuxe Pension Plan;

provided, however, that not more than 1,700 hours shall be credited in any calendar year; and provided, further, that in no event shall any of the provisions of this Clause F. result in a duplication of credited service under any other provision either of this Clause F. or of any other provision of this Section (11).

### G. Service of former Detroit Universal Division employees

An employee covered by this Pension Plan who on November 9, 1967, was covered by the Detroit Universal Division Pension Plan may count toward becoming eligible for a pension, in addition to the credited service to which he is entitled for employment with the Company under the above provisions, the following:

(i) the credited service to which he was entitled, up to and including November9, 1967, under the Detroit Universal Division Pension Plan and,

(ii) upon making application therefore, the time of all of his active service with either or both of Universal Products Company, Inc. and the Detroit Universal Division of the Company, up to and including November 9, 1967, for which he was not entitled to receive credited service under the Detroit Universal Division Pension Plan;

provided, however, that not more than 1,700 hours shall be credited in any calendar year, and provided, further, that in no event shall any of the provisions of this Clause G. result in a duplication of credited service under any other provisions either of this Clause G. or of any other provision of this Section (11).

H. Service of former employees of the King-Seeley Division of the King-Seeley Thermos Company

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An employee covered by this Pension Plan who on March 21, 1968, was covered either by the King-Seeley Hourly Pension Plan or the King-Seeley Clerical Pension Plan and whose seniority rights for service with the King-Seeley Division of the King-Seeley Thermos Company were preserved pursuant to one of the agreements between the Company and the Union dated March 22, 1968, may count toward becoming eligible for a pension the credited service he would have had if his credited service for employment with the King-Seeley Division of the King-Seeley Thermos Company had been computed, for the period of his employment before July 1, 1950, in accordance with A. of this Section (11), plus the credited service to which he was entitled between July 1, 1950 and March 21, 1968, under whichever he was covered by of either the King-Seeley Hourly Pension Plan or the King-Seeley Clerical Pension Plan plus the credited service to which he is entitled under this Section (11) for employment with the Company after March 21, 1968; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

### Service of former American Auto-Felt Corporation employees

A former employee of American Auto-Felt Corporation who as of December 18, 1964, became covered by this Pension Plan and who has seniority on or after February 1, 1971, may upon making application therefore count toward becoming eligible for a pension the time of all his active service, up to and including December 18, 1964, with American Auto-Felt Corporation and, after December 18, 1964, the credited service to which he is entitled for employment with the Company under the above provisions; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

### J. Service of former Central Motor Parts Corporation Employees

A former employee of Central Motor Parts Corporation who as of January 3, 1966, became covered by this Pension Plan may upon making application therefore count towards becoming eligible for a pension the time of all his active service, up to and including January 3, 1966, with Central Motor Parts Corporation and after January 3, 1966, the credited service to which he is entitled for employment with the Company under the above provisions; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

### K. Service of former Tri-State Automotive Parts Company Employees

A former employee of Tri-State Automotive Parts Company who as of October 14, 1963, became covered by this Pension Plan may upon making application therefore and furnishing satisfactory evidence of the active service involved, count toward becoming eligible for a pension the time of all his active service, beginning October 1, 1951 and up to and including October 13, 1963, with any predecessor owner of such parts facility, and after October 13, 1963, the credited service to which he is entitled for employment with the Company under the above provisions; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

### L. Service of Chrysler Casting Corporation Employees

An employee of Chrysler Casting Corporation covered by this Pension Plan who on September 14, 1973 was covered by the Chrysler Casting Pension Plan may count toward becoming eligible for a pension the credited service to which he was entitled up to and including September 14, 1973, under the Chrysler Casting Pension Plan and, after September 14, 1973, the credited service to which he is entitled for employment under the

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above provisions; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

#### M. Service of former State Motor Parts Employees

A former employee of State Motor Parts Corporation who, as of November 1, 1965. became covered by this Pension Plan and who had seniority with the Company on or after November 1, 1979 may, upon making application therefore and furnishing satisfactory evidence of the active service involved, count toward becoming eligible for a pension the time of all his active service up to and including November 1, 1965, with State Motor Parts Corporation, and after November 1, 1965, the credited service to which he is entitled for employment with the Company under the provisions of this Pension Agreement; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

#### N. Service of former Parts Wholesale Incorporated Employees

A former employee of Parts Wholesale Incorporated, who as of April 1, 1968. became covered by this Pension Plan and who had seniority with the Company on or after November 1, 1979 may, upon making application therefore and furnishing satisfactory evidence of the active service involved, count toward becoming eligible for a pension the time of all his active service up to and including April 1, 1968, with any predecessor owner of such parts facility, and after April 1, 1968, the credited service to which he is entitled for employment with the Company under the provisions of the this Pension Agreement; provided, however, that not more than 1,700 hours shall be credited in any calendar year.

# Service of former Parmo Parts, Inc. Employees

A former employee of Parmo Parts, Inc. who as of November 1, 1961, became covered by this Pension Plan and who had seniority with the Company on or after November 1, 1979 may, upon making application therefore and furnishing satisfactory evidence of the active service involved, count toward becoming eligible for a pension the time of all his active service up to and including November 1, 1961, with Lander Motors and Lander Motors D.B.A. Parmo Parts Co., and after November 1, 1961, the credited service to which he is entitled for employment with the Company under the provisions of this Pension Agreement, provided, however, that not more than 1,700 hours shall be credited in any calendar vear.

#### P. Service of former Global Engine Manufacturing Alliance LLC Employees

A former employee of Global Engine Manufacturing Alliance LLC who as of January 1, 2010 became covered by this Pension Plan may upon making application therefore count towards becoming eligible for a pension the credited service to which he was entitled, up to and including December 31, 2009, under the Global Engine Manufacturing Alliance LLC-UAW Pension Agreement and the credited service to which he is entitled for employment with the Company under the above provisions; provided, however, that more than 1,700 hours shall be credited in any calendar year.

#### Q. Re-employment of Retiree

If an employee who retired under this Pension Plan or the Prior Pension Plan or has commenced receipt of a deferred pension under either Plan is re-employed on or after November 1, 1979, such employee shall not accumulate any additional credited service as a result of such re-employment. 8/14/33

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# R. Foundry Service

1. An employee who has seniority on or after November 1, 1979, and who at retirement or at the date on which he loses his seniority has 10 years or more of credited service accrued while continuously employed on certain foundry job classifications determinable as set forth in Appendix G to this Pension Plan (any such job classification is hereinafter referred to as a Foundry Job) may receive an amount of credited service for a calendar year in addition to that credited to him for such year under other provisions of this Pension Plan. For purposes of this Subsection R, an employee is continuously employed on a Foundry Job while he is actively employed on, or on layoff or approved leave of absence from, a Foundry Job. If such an employee is continuously employed exclusively on one or more Foundry Jobs during a year, the amount of such additional credited service shall be determined in accordance with the following table:

Years of Credited Service Credited On Foundry Jobs	Additional Credited Service
For years 1 through 10	0
For 10 years and 1 month through 25	33-1/3%
For years over 25	20%

If he

- (i) is not continuously employed in a calendar year, or
- (ii) is employed on other than Foundry Jobs in such year,

such additional credited service as would be provided under the aforementioned table for such year shall be applicable, provided that he worked at least the minimum number of complete calendar weeks exclusively on Foundry Jobs in that calendar year as set forth in the following table:

Credited Service Accrued in Calendar
Year in Which Employee
Was Not Continuously
Employed on Foundry Jobs

Maximum Number of Complete Calendar Weeks Exclusively on Foundry Job Required to Obtain Additional Credited Service

1 year
11/12 year or more but
less than 1 year
10/12 year or more but
less than 11/12 year
9/12 year or more but
less than 10/12 year
8/12 year or more but
less than 9/12 year
7/12 year or more but
less than 8/12 year
6/12 year or more but
less than 7/12 year
5/12 year or more but
less than 6/12 year
4/12 year or more but
less than 5/12 year
3/12 year or more but
less than 4/12 year
2/12 year or more but

26 weeks
24 weeks
22 weeks
19 weeks
17 weeks
15 weeks
13 weeks
11 weeks
9 weeks

6 weeks

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2 weeks

2. Notwithstanding Subsection R1 above, effective October 1, 2007, there will be no additional accrual of Foundry Bonus Service.

#### S. Asbestos Service

An employee who has seniority on or after November 1, 1979, and who at retirement or at the date on which he loses his seniority has 10 years or more of credited service accrued while continuously employed on certain asbestos classifications as set forth in Appendix H, shall receive additional credited service related thereto in the same manner as set forth in Subsection R, of this Section (11).

### T. Records

- The records of a plant, whether of the Company or of a predecessor company, in which an employee or former employee claims service, shall be presumed to be conclusive of the facts concerning his employment or non-employment unless shown beyond a reasonable doubt to be incorrect.
- 2. Credited service will be computed to the nearest full month. For the period before the effective date, remaining days, if 16 or more shall count as another month, if less than 16 shall not count. For the period beginning with the effective date, in every calendar year in which hours for which the employee has received pay within the year, as defined in Clause B of Section (11), are less than 1,700, every 142 hours shall count as a month, and the remaining hours, if 71 or more, shall count as another month and if less than 71 shall not count.
- 3. Age shall be proved by official birth certificate issued by proper public authority in the area in which the employee or former employee claims to have been born. If an employee or former employee does not produce a birth certificate, he must produce evidence of age satisfactory to the Board of Administration in its reasonable discretion.

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# (013) Application for Pension, Supplemental Allowance or Special Age 65 Benefit

An employee or former employee desiring to apply for a pension, a supplemental allowance or special age 65 benefit under this Pension Plan must make an application at the plant where he the employee is working or last worked. The application must be filed with a committee consisting of the Union Benefit Representative and the Labor Relations Supervisor (or the plant manager or his the plant manager's representative). If the location at which the employee or former employee last worked has closed, the employee or former employee should contact the Plan Administrator to initiate and complete the retirement application process. Upon request, the applicant must furnish the information the Board of Administration may request, including, without limiting the generality of the above, his the employee's age, the date from which he the employee claims credited service (unless previously the date shall have been determined), the departments and plants of the Company or predecessor companies in which he the employee claims to have been an employee, the date following the date of filing his the employee's application as of which he the employee wished to retire, the names and addresses and ages of his the employee's spouse, children, or other dependents, and the names and addresses of other persons, if any, to communicate with about him the employee, and other pertinent facts, together with documentary evidence in support of the same, satisfactory to the Board of Administration, and any authority in writing that the Board of Administration, may request, authorizing it to obtain pertinent information or records, certificates or transcripts from any public office. In order for the retirement application to be complete, the employee or former employee must complete and sign the pension election authorization and return it to the Union Benefit Representative for final processing. If the location where the employee or former employee last worked has closed, the employee or former employee must return the completed and signed pension election authorization to the plan administrator Plan Administrator. The Board of Administration shall approve or deny all retirement applications.

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# (014) Payment of Pension, Supplemental Allowance and Special Age 65 Benefit

Pensions, supplemental allowance and special age 65 benefits shall be paid in monthly installments and shall commence not sooner than 30 days and not later than 180 days following the receipt of the required written explanations of distribution options, provided however, an employee may affirmatively elect in writing to commence the pension and supplement payments in less than such 30 days (but not less than 7 days). A pension (other than the deferred pension for former employees provided in Section (6) and the permanent total disability pension provided in Section (8)) shall become payable with the employee's consent as of the first day of the month following the date on which an employee in histhe employee's application for pension elects to retire or following the last day hethe employee works, whichever is later, and shall be payable in the month following the date when his the employee's application is approved and on the first day of each month thereafter during histhe employee's lifetime. A supplemental allowance and a special age 65 benefit shall be payable in the manner provided in Section (10). The purpose of the pensions, supplemental allowances and special age 65 benefits being to provide maintenance for retired employees, no assignment of any pension, supplemental allowance or special age 65 benefit or part of any of them will be recognized or permitted, and payment of the pension, supplemental allowance or special age 65 benefit may cease in the discretion of the Board of Administration upon notice of assignment, attachment, or garnishment of the pension, supplemental allowance or special age 65 benefit or part of any of them, and attachment or other legal process against the pension, supplemental allowance or special age 65 benefit will not be recognized except as may be required by law.

Effective January 1, 1997 the affirmative election in writing to commence pension and supplemental payments less than 30 days following the receipt of the required written explanations of distribution options is only applicable provided

- (a) the participant has been provided with information that clearly indicates that the participant has at least 30 days to consider whether to waive the distribution option (with spousal consent);
- (b) the participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation is provided to the participant; and
- (c) the annuity starting date is a date after the date that the written explanation was provided to the participant (except that the annuity starting date may be a date prior to

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the date the written explanation is provided to the participant if the distribution does not commence until at least 30 days after such written explanation is provided subject to the waiver of the 30-day period as provided above).

Notwithstanding anything in the Pension Agreement to the contrary, the payment of benefits under this Pension Plan shall commence not later than the 60th day after the close of the plan year in which the latest of the following events occurs:

- The attainment by the employee or former employee of age 65.
- The 10th anniversary of the employee's or former employee's participation in the Pension Plan.
- The termination of the employee's or former employee's service with the Company, or
- The date elected by the employee or former employee for benefits to commence if later than (1), (2) or (3) above.

Notwithstanding the preceding sentence, an employee or former employee must file an application for pension benefits under this Pension Plan before payment of any such benefits can commence.

#### A. Deductions

Notwithstanding anything in this Pension Plan to the contrary, however, the trustee shall be authorized by the Board of Administration to deduct from the monthly pension payable to any retired employee or any surviving spouse of a retired employee, and from any supplemental allowance and special age 65 benefit payable if the monthly pension shall be insufficient, deductions authorized by the Board of Administration or the retired employee or surviving spouse of a retired employee.

The trustee shall also be authorized to withhold from the monthly benefit

- Federal income tax where required by Federal statutes or regulations unless elected otherwise in accordance with such statutes or regulations by submitting to the Board written authorization and direction acceptable to the Board and
  - (2)state income tax where
- (a) required by state statutes or regulations, unless elected otherwise in accordance with such statutes or regulations, or
- (b) commencing on or after June 1, 1994, if the state permits voluntary withholding and such person requests voluntary withholding by submitting to the Board written authorization and direction acceptable to the Board.

#### B. Benefit Suspension

Notwithstanding anything in this Pension Plan, however, a retired employee or former employee entitled to receive a pension, supplemental allowance or special age 65 benefit ("participant"), may, for personal reasons and without disclosure thereof, request the Board of Administration in writing to suspend for any period, payment of all or any part of such pension, supplemental allowance or special age 65 benefit otherwise payable to the

participant him hereunder. The Board of Administration, on receipt of such request, shall authorize such suspensions, in which event the retired employee or former employeeparticipant shall be deemed to have forfeited all rights to the amount of pension, supplemental allowance or special age 65 benefit so suspended but shall retain the right to have the full pension, supplemental allowance or special age 65 benefit otherwise payable to the participant him hereunder reinstated as to future monthly payments upon written notice by or on behalf of the retired employee or former employeeparticipant to the Board of Administration of histhe participant's desire to revoke histhe participant's prior request for a suspension or upon such written notice by any person the Board authorizes to be paid the pension, supplemental allowance or special age 65 benefit of the retired employee or former employeeparticipant, if the Board finds that hethe participant is unable to care for histhe participant's affairs as set out below in this Section (14).

#### C. Anti-alienation

Notwithstanding anything in this Pension Plan, however, no benefit payable at any time under the Pension Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind, except in accordance with the provisions of a Qualified Domestic Relations Order ("QDRO") within the meaning of Code Section 414 (p). Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefits, whether presently or thereafter payable, shall be void. No pension benefit nor the Trust Fund or insured fund shall in any manner be liable for or subject to debts or liability of any employee, retired employee, or former employee or participant entitled to any pension benefit. If the employee, retired employee or participantformer employee shall, or shall attempt to, alienate, sell, transfer, assign, pledge or otherwise encumber the employee's or his the participant's benefits under the Pension Plan or any part thereof, or if by reason of his the employee's or the participant's bankruptcy or other event happening at any time, such benefits would devolve upon anyone else or would not be enjoyed by himthe employee or the participant, then the Board in its discretion may terminate histhe employee's or the participant's interest in any such benefit and hold or apply it to or for the benefit for such person participant, employee or the employee's spouse or the participant's spouse, children, or other dependents, or any of them in such manner as the Board may deem proper.

### D. Recovery of Overpayment

Notwithstanding anything in this Pension Plan, however, a retired employee, or former employeeparticipant entitled to receive a pension, supplemental allowance or special age 65 benefit may authorize in writing that any outstanding overpayment received under any Company benefit plan or program (other than this Pension Plan) be repaid to such respective Plan or Program by withholding not less than \$80.00 but in no event more than 10% of histhe participant's monthly benefit until such overpayment is recovered.

### E. Required Minimum Distributions

Notwithstanding any other provision of this Pension Plan, pensions shall be required to be distributed in accordance with the provisions of Section 401(a) (9) of the Code and the final Treasury regulations thereunder. Such rules shall apply in all events unless any participant shall become a "5-percent owner" (as defined in Code Section 416). In the event any participant should become a 5-percent owner, the minimum distribution rules in the Code pertaining to 5-percent owners shall become applicable with respect to distributions to that participant.

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- Required Beginning Date. Each participant must begin receiving histhe participant's pension on or before histhe participant's "Required Beginning Date." Effective as of January 1,2020 +the Required Beginning Date of any participant who reaches the age of 70-1/2 after December 31, 1998 and prior to January 1, 2020 shall be April 1 of the calendar year following the calendar year in which the later occurs:
  - (i) the participant reaches age 70-1/2, or
  - (ii) the participant retires.

Effective as of January 1, 2020, and prior to January 1, 2023, the Required Beginning Date of any participant who reaches the age of 70-1/2 on or after January 1, 2020, shall be April 1 of the calendar year following the calendar year in which the later occurs:

- (i) the participant reaches age 72; or
- (ii)the participant retires.

Effective as of January 1, 2023, the Required Beginning Date of any participant who reaches the age of 70-1/2 on or after January 1, 2020, and who reaches the age of 72 prior to January 1, 2023, shall be April 1 of the calendar year following the calendar year in which the later of the following events occurs:

- (i) the participant reaches age 72; or
- (ii) the participant retires.

Effective as of January 1, 2023, the Required Beginning Date of any participant who reaches the age of 72 on or after January 1, 2023, and who reaches the age of 73 prior to January 1, 2033, shall be April 1 of the calendar year following the calendar year in which the later of the following events occurs:

- (i) the participant reaches age 73; or
- (ii) the participant retires.

Effective as of January 1, 2023, the Required Beginning Date of any participant who reaches the age of 74 on or after January 1, 2033, shall be April 1 of the calendar year following the calendar year in which the later of the following events occurs:

- (1) the participant reaches age 75; or
- (ii) the participant retires.

Notwithstanding the foregoing, the Required Beginning Date of any participant who is a five percent (5%) owner within the meaning of Section 416 of the Code shall be April 1 of the calendar year following the calendar year in which the participant reaches the age specified in the immediately preceding period for the applicable Required Beginning Date, without regard to whether the participant has retired.

Election to Discontinue Benefits, Any participantemployee who reached the age of 70-1/2 before January 1, 1997, commenced receipt of his pension benefits and had not retired as of January 1, 1997 may elect to discontinue his such pension benefits until hethe

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<u>employee</u> retires. Any such election shall be on a form approved by the Board of Administration and shall be irrevocable.

- 3. Actuarial Adjustments. Notwithstanding any other provision of the Plan to the contrary, the following provisions shall apply: In the case of any participant who retires in a calendar year after the calendar year in which he reaches the age of 70-1/2, such participant's accrued benefit shall be actuarially increased in accordance with Section 401(a)(9)(C) of the Code to take into account the period after age 70-1/2 in which the participant was not receiving any benefits under the Pension Plan.
- (i) For purposes of this sub-section 3.: (a) "Age 70-1/2 Measurement Date" shall mean April 1 of the calendar year following the calendar year in which the participant attains or would have attained age 70-1/2; and (b) "Actuarially Increased" shall be determined in accordance with Section 401(a)(9)(C) of the Code using a 6% interest rate and the 1983 GATT Mortality Table (which is the 1983 Group Annuity Table, blended 50% male/50% female).
- (ii) In the case of any participant who separates from service with the Company on or after the participant's Age 70-1/2 Measurement Date and commences benefits on or prior to the participant's Required Beginning Date, such participant's accrued benefit shall be Actuarially Increased to take into account any period after the Age 70-1/2 Measurement Date through the participant's benefit commencement date.
- (iii) In the case of any participant who separates from service with the Company on or after the participant's Age 70-1/2 Measurement Date and commences benefits after the participant's Required Beginning Date, such participant's: (a) accrued benefit shall be Actuarially Increased to take into account any period after the Age 70-1/2 Measurement Date through the participant's Required Beginning Date; and (b) monthly payments shall be adjusted and credited with interest retroactively to the participant's Required Beginning Date.
- (iv) In the case of any participant who separates from service with the Company prior to the participant's Age 70-1/2 Measurement Date and commences benefits on or prior to reaching the participant's Required Beginning Date, such participant's accrued benefit shall be Actuarially Increased to take into account the period from the date the employee reaches normal retirement age (or separation from service, if later) through the participant's benefit commencement date.
- (v) In the case of any participant who separates from service with the Company prior to the participant's Age 70-1/2 Measurement Date and commences benefits after reaching the participant's Required Beginning Date, such participant's: (a) accrued benefit shall be Actuarially Increased to take into account the period from the date the participant reaches normal retirement age (or separation from service, if later) through the participant's Required Beginning Date; and (b) monthly payments shall be adjusted and credited with interest retroactively to the participant's Required Beginning Date.
- 4. <u>Distribution Period</u>, Following commencement, distributions must continue over the life of the participant or over the lives of the participant and histhe participant's beneficiary or over a period which does not extend beyond the life expectancy of the participant or the life expectancies of the participant and histhe participant's beneficiary as provided in the regulation under Code Section 401(a)(9).
- Death of Participant After Commencement of Required Distributions. Upon the death
  of a participant after mandatory commencement of histed participant's pension in

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accordance with the rules set forth in the preceding provisions of this Section, the participant's remaining interest, if any, will be distributed subsequent to <a href="https://his-the.com/his-the.

- 6. <u>Death of Participant Prior to Commencement of Required Distributions.</u> Upon the death of a participant prior to mandatory commencement of <u>hiethe participant's</u> pension in accordance with the rules set forth in the preceding provisions of this Section, the participant's remaining interest, if any, will be distributed as follows:
- (i) Amount not payable to a designated beneficiary. Any remaining interest which is not payable to a designated beneficiary will be distributed within five years after the participant's death.
- (ii) Amounts payable to a designated beneficiary. Any remaining interest which is payable to a designated beneficiary will be distributed either
  - (a) Within five years after the participant's death, or
- (b) Over the life of the beneficiary (or over a period certain not extending beyond the life expectancy of the beneficiary), such payments to commence not later than the end of the calendar year following the calendar year in which the participant died (or if the designated beneficiary is the participant's surviving spouse, to commence not later than the end of the calendar year following the calendar year in which the participant would have attained the <u>applicable</u> age of 70-1/2 used to determine the participant's Required Beginning Date, as set forth in Section (14)(E)(1.) above).
- 7. Recalculation of Life Expectancies. For purposes of determining the amount of required distributions hereunder, the life expectancies of the participant and histhe participant's spousal beneficiary shall be recalculated annually.

### F. Separation Payments

Notwithstanding anything in this Pension Plan to the contrary, an employee who, while eligible to retire, receives a separation payment pursuant to Attachment A toof the Memorandums of Understanding Sourcing and Job Security of the Collective Bargaining Agreement or Article IV of Exhibit D of the Supplemental Unemployment Benefit Plan of the Collective Bargaining Agreement shall not be eligible to retire under any of the provisions of this Pension Plan for the period described in such agreements, plans or programs, commencing with the date such employee terminates employment or breaks seniority pursuant to the terms of such agreements, plans or programs.

### G. Alternate Payees

Notwithstanding anything in this Pension Plan to the contrary, the amount of any monthly pension benefit otherwise payable to a retired employee, or former employeeparticipant shall be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a qualified domestic relations orderQDRO within the meaning of Section 414(p) of the Code. The Actuarial Value shall be used to determine the amount to be paid to such alternate payee(s), if applicable, and the remaining benefit entitlement of the retired employee, or former employeeparticipant.

H. Union Dues

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Notwithstanding anything in this Pension Plan, however, the trustee shall be authorized by the Board of Administration during the life of any collective bargaining agreement applicable to employees or participants covered by this Pension Plan in accordance with the terms of the form of Retired Employee's Authorization for Check-Off of Dues identified below, and to the extent that applicable Sstate and Ffederal laws and regulations shall permit,

- to deduct membership dues from the monthly pension payable to any retired employee participant who shall have executed the following "Retired Employee's Authorization For Check-Off Of Dues" form completed in a manner acceptable to the Company, and
- effective May 1, 1996, to deduct the sum of \$2.00 (or any other amount as designated by the retireeparticipant or surviving spouse) as an associate dues donation from any monthly retirement benefit otherwise payable to any surviving spouse who shall have duly authorized such deduction on a form acceptable to the Company.

"RETIRED EMPLOYEE'S AUTHORIZATION FOR CHECK-OFF OF DUES

"Social Security No "Local Union No	Pension File No	
"(Type or Print Name and Address) "Name		
"Street "City-State	Phone	

### "TO: GHRYSLER GROUP LLCFCA US LLC

"I hereby assign to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (hereinafter referred to as the "Union") from any wages earned or to be earned by me as your employee or as a retired employee, including any pension payable to me, monthly dues in the amount set forth in the blank provided for that purpose below as the "Amount of Monthly Dues Deduction". I authorize and direct that such amounts be deducted from my pension each month and be remitted to the Union at such times and in such manner as may be agreed upon between you and the Union while this authorization is in effect.

"This assignment, authorization and direction shall remain in full force and effect until revoked by my written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement between the Company and the Union which permits or provides for the deduction of Union dues from monthly pension benefits payable to a retired employee, this assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

"This authorization is made pursuant to the provisions of Section 302(c) of the Labor 1/21/23 9/31/23 Management Relations Act of 1947, as amended.

"Date

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"\$

"Amount of Monthly Dues Deduction"

# (Signature of Retired Employee here)

### Failure to Cash Check

The right of a retired employee, or former employee participant or surviving spouse of a participant either of them to receive any monthly payment of a pension, supplemental allowance and special age 65 benefit 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 check for such monthly payment was mailed to such person, such check is, for any reason, not presented for payment to the bank on which it was drawn; thereafter such personparticipant may establish a right to receive any such monthly payment only by personally making application therefore and by supplying all the information the Board of Administration shall require.

#### J. Incapacity

If the Board of Administration shall find that any retired employee or former employeeparticpant to whom a pension is payable is deceased or is unable to care for histhe participant's affairs because of illness or accident, the Board may (unless prior claim therefore shall have been made by a duly appointed guardian, committee or other legal representative) authorize the trustee to pay any monthly pension payment, supplemental allowance and special age 65 benefit due to the spouse, children, parents or other relatives or dependents of such deceased employee, retired employee or former employee or participant, or to any other person who in the opinion of the Board is caring for and supporting such retired employee or former employeeparticipant. Any such payment shall be a complete discharge of any obligation or liability therefore under the Pension Plan, and neither the Board of Administration nor the trustee shall have any duty or obligation to see to the application of the money so paid.

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### (019) Board of Administration

- A. There shall be established a Board of Administration consisting of six members, three of whom shall be appointed by the Company (hereinafter referred to as the Company Members), and three of whom shall be appointed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (hereinafter referred to as the Union Members). The Company Members and Union Members shall serve without compensation as such. Each member of the Board may have an alternate, and the same person may be the alternate for more than one member. In the event a member is absent from a meeting of the Board, an alternate may attend and when in attendance shall exercise the duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member to fill any vacancy among the members or alternates appointed by it. Both the Company and the Union shall notify the other in writing of the members or alternates that they appoint before the appointment shall be effective.
- B. The Company Members and Union Members of the Board shall appoint an impartial third person to act as an Impartial Chairman who shall serve until such time as he such individual may be requested to resign by three members of the Board. In the event that the Company Members and Union Members of the Board are unable to agree upon an Impartial Chairman, the Impartial Chairman of the Appeal Board under the labor agreement then applicable to production and maintenance employees of the Company shall select the Impartial Chairman; provided, however, that the Company Members and Union Members may by agreement request the Impartial Chairman of the Appeal Board to serve as the Impartial Chairman of the Board of Administration. The Impartial Chairman shall be considered a Member of the Board of Administration for matters on which he the Impartial Chairman is to vote. The Company and the Union shall share equally the fees and expenses of the Impartial Chairman in cases involving employees. The fees and expenses of the Impartial Chairman in cases involving retired employees and former employees shall be paid out of the Pension Fund.
- C. The Board of Administration shall have discretionary authority to interpret the Plan and determine eligibility for and the amount of benefits in accordance with the terms of this Pension 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. In carrying out its duties, the Board shall have the following powers:
- To carry out the rules and procedures set forth in this Pension Plan to be followed by employees, former employees and surviving spouses in filing applications for

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benefits and for furnishing and verifying proofs necessary to establish their age and credited service in accordance with the rules of eligibility for benefits under this Pension Plan.

- To find facts and determine the rights of any employee, former employee or surviving spouse applying for retirement benefits and to afford any applicant or the Company, if dissatisfied with any finding of fact or determination, the right to a hearing.
- To apply the procedure set forth in this Pension Plan for establishing and verifying credited service of employees and former employees and, after affording employees and former employees and the Company an opportunity to object, to determine the credited service of employees or former employees.
- To make arrangements for authorizing the trustee to pay from the Pension Fund pensions, supplemental allowances and special age 65 benefits to retired employees, former employees and surviving spouses entitled to them, and to authorize paying them.
- To prepare and distribute appropriate information explaining the provisions of this Pension Plan, to furnish to the Company and to the Union, upon request, reports of the names and ages of retired employees, former employees and surviving spouses to whom the Board authorized pensions, supplemental allowances and special age 65 benefits to be paid, the amounts of the pensions, supplemental allowances and special age 65 benefits and other facts as provided below in this Pension Plan.
- 6. To receive not more often than once a year a report of the receipts, disbursements and assets of the Pension Fund by the trustee or trustees for the time being of the Pension Fund and a report of the actuary selected by the Company on the state of the Pension Fund and showing the contribution made during the year toward the cost of supplemental allowances, the amount of the supplemental allowances paid during the year and the cumulative balance of such contributions less payments.
- 7. To arrange with the Company for office space, equipment and clerical and other assistance as may be reasonably necessary for performing the duties of the Board, which the Company will furnish and for which it shall be reasonably compensated from the Pension Fund, with due regard to economical administration of the Plan.
- To constitute a quorum for transacting business there shall be required to be present at any meeting of the Board at least two Union Members and two Company Members. At all meetings of the Board the Company Members shall have a total of three votes and the Union Members shall have a total of three votes; the votes 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. The Impartial Chairman shall cast the deciding vote in cases where there shall have been a tie vote.
- The Board and any Member of the Board shall be entitled to rely upon the correctness of any information furnished by the trustee, the Union or the Company. Neither the Board nor any of its Members nor any officer or other representative of the Union, nor the Company, nor any officer or other representative of the Company shall be liable because of any act or failure to act on the part of the Board or any of its Members or any CFS 215/2023 person, except that nothing herein shall be deemed to relieve any such individual from liability for his such individual's own fraud or lack of good faith.
  - The Board shall accept as final

- determination under any applicable labor agreement on seniority of employees, on loss of seniority and on any other matter for which the terms of such agreement and not the terms of this Pension Plan provide a means of determining,
- 2. any determinations made by the appropriate Government agency as to the amount of any Government administered benefit which shall be material in administering this Pension Plan.

Such questions referred to in Clause 1. or Clause 2. above upon which the Company Members and the Union Members of the Board are unable to reach agreement either shall be referred to the appropriate procedure for determination, or where prompt determination on questions referred to in Clause 1. are required, shall be referred directly to the Impartial Chairman under the labor agreement then applicable to production and maintenance employees of the Company.

- G. The Board of Administration shall have no power to add to or subtract from or to modify any of the terms of this Pension Plan, to change or add to any benefit provided by this Pension Plan, nor to waive or fail to apply any requirement of eligibility for a benefit under this Pension Plan.
- H. The Board of Administration shall report annually within 90 days after the close of each calendar year to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and to the Company the number of employees and former employees to whom the Board authorized payment of pensions during the calendar year, the number of employees and former employees of each year of age for whom pensions were so authorized, the highest and lowest average monthly pension including any applicable supplemental allowance and special age 65 benefits, that such employees and former employees of each year of age qualified to receive, the number of deaths during the year, as reported to the Board of Administration, of retired employees and former employees receiving pensions of each year of age, and the total pensions including supplemental allowances and special age 65 benefits, that the trustee paid during the calendar year to retired employees and former employees under this Pension Plan.
- No ruling of the Board of Administration in one case shall create a basis for retroactive adjustment in any other case.
- J. There shall be no appeal from any ruling within its authority of the Board of Administration. Each such ruling shall be final and binding on the Union and its members, the employee or employees or former employee or employees involved, and on the Company. The Union will discourage any attempt of its members, in any appeal to any Court or Labor Board from a ruling of the Board of Administration.
- K. Any case referred to the Board of Administration on which it has no power to rule shall be referred back to the parties without ruling.

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# (020) Pension Agreement Effective

The Pension Agreement and the amendments made to the Prior Pension Plan as reflected by the Pension Plan as set forth herein shall become effective December 16, 2019 September xx, 2023 provided that the obligation to put into effect such amendments and to maintain this Pension Plan, as so amended, is subject to the requirement that

- (i) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) notifies the Company, in writing, that the new collective bargaining agreements referred to at the beginning of the Pension Agreement have been duly ratified, and
- (ii) approval of this Pension Plan as amended herein and of the trust established in connection therewith by the Internal Revenue Service as a qualified plan and trust
- (a) qualifying under Section 401(a) and exempt from taxation under Section 501(a) of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted) and
- (b) entitling the Company to deduction for contributions under Section 404 of the 1986 Internal Revenue Code or any other applicable section of any Federal tax laws (as such sections are now in effect or are hereafter amended or adopted), is obtained prior to putting such amendments into effect and is maintained continuously thereafter.

The Company will submit this Pension Plan as amended to the Internal Revenue Service as legally required in accordance with the Internal Revenue Code.

In the event that any revision of this Pension Plan is necessary to obtain and maintain such approval, the Company is authorized with the consent of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), to make the necessary revisions, adhering as closely as possible to the intent of the Company and the Union as expressed in this Pension Plan.

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### (022) Duration of Pension Plan

This Pension Plan shall continue in effect until September 14xx, 20237 hereinafter referred to as the "Expiration Date". This Pension Plan shall be renewed automatically for successive one-year periods thereafter unless either the Union or the Company shall give written notice to the other at least 60 days prior to the Expiration Date (or prior to the anniversary of the Expiration Date, in any subsequent year) of its desire to amend or modify this Pension Plan as of the Expiration Date, or as of such anniversary of the Expiration Date in any subsequent year (it being understood, however, that the foregoing provision for automatic one-year renewal periods shall not be construed as an endorsement by either the Union or the Company of the proposition that one year is a suitable term for a retirement plan agreement). If such notice is given, this Pension Plan shall be open to modification or amendment on the Expiration Date or on such anniversary of the Expiration Date in any subsequent year as the case may be.

If following a notice by either the Union or the Company pursuant to the preceding paragraph, negotiations on such proposed modifications or amendments shall not be completed by the Expiration Date or by such anniversary of the Expiration Date in any subsequent year with respect to which such notice shall have been given, as the case may be, either the Union or the Company, at any time thereafter before completion of such negotiations, may give to the other written notice of termination of this Pension Plan in which event this Pension Plan shall terminate at the end of the 30th day following the day such notice shall have been given, unless the Union and the Company shall agree otherwise at or before that time. Anything herein which might be construed to the contrary notwithstanding, however, it is understood that termination of this Pension Plan shall not have the effect of terminating the right of employees retired before such termination to receive pensions, supplemental allowances or special age 65 benefits in accordance with the terms of this Pension Plan.

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### (029) Definitions

- Except where the context otherwise requires, the term "employees" means employees of the Company within the collective bargaining unit or units represented by the Local Unions which are or become parties to the Pension Agreement, and shall not include:
- Retired employees. The term "retired employees" shall not include former employees entitled to a deferred pension upon compliance with all the conditions of Section (6) of this Pension Plan.
- Non-skilled classified employees hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Entry Level Wage & Benefit Agreement between Chrysler LLC and the UAW and any successor agreement thereto.
- (iii) Salaried bargaining unit employees hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010.
- (iv) Skilled trade classified employees hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW-Chrysler Group LLC Employees hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.
- (v) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011.
- (vi) All employees whose employment becomes subject to the Engineering, Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:
- Non-skilled classified employees hired or rehired on or after October 29, 2007, or
- 17 9/13/23 CRYCh3 Skilled trade classified employees hired or rehired on or after October 12, 2011, or

and Agricultural Implement Workers of America (UAW), and UAW Local Union No. 174 (which Pension Plan is herein called the Detroit Universal Division Pension Plan),

- (f) July 1, 1950, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the Hourly-Rate Employees Pension Plan incorporated by reference as Exhibit A in the Supplemental Agreement dated December 8, 1964, between the King-Seeley Division of the King-Seeley Thermos Co. and the Union and its affiliated Local Union No. 630 (herein called the King-Seely Hourly Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and Union dated March 22, 1968,
- (g) April 22, 1964, in the case of employees covered by this Pension Plan who on March 21, 1968, were covered by the King-Seeley Division of King-Seeley Thermos Co. Salaried Employees Pension Plan created pursuant to a Supplemental Agreement incorporated by reference in Section 7 of Article XI of the collective bargaining agreement dated April 22, 1964, between the King-Seeley Division of King-Seeley Thermos Co. and the Union and the King-Seeley Division Unit of its affiliated Local Union No. 889 (herein called the King-Seeley Clerical Pension Plan) and whose seniority dates with the King-Seeley Thermos Co. were preserved for certain purposes as provided in an agreement between the Company and the Union dated March 22, 1968, and
- (h) January 1, 1951, in the case of employees covered by this Pension Plan who on September 14, 1973, were covered by the Pension Plan incorporated in the National Bargaining Agreement dated August 24, 1971 between Eltra Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Chrysler Casting Corporation being substituted as the employer in said National Bargaining Agreement with respect to certain of the production unit employees of the Fostoria, Ohio Foundry Plant pursuant to an agreement Chrysler Casting Corporation executed with said International Union and its Local No. 446 on January 11, 1973 (which Pension Plan is herein called the Chrysler Casting Pension Plan), and
- (i) August 1, 1950, in the case of all other employees covered in this Pension Plan.
- D. "Actuarial Value" shall mean, to the extent required by Code Section 417(e), the amount determined using the mortality table described in Code Section 417(e)(3) and the regulations, rulings and other guidance issued thereunder, unless otherwise specifically provided herein, and the interest rate described in Code Section 417(e)(3) for the month of October immediately preceding the year of the determination date.
- E. "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as amended.
- F. Where used in Section (10) of this Pension Plan, "base hourly rate" means the higher of:
- (a) the employee's highest straight-time rate of record during the last 13 consecutive pay periods ending with the pay period which includes his last day worked, or
- (b) for an employee who worked on incentive or piece work in at least 4 pay periods during such 13 consecutive pay periods, the employee's average earned straight-time hourly rate for the last 4 (or, if higher, for the first 4) of such 13 consecutive pay periods for which he had any incentive earnings (such average earned straight-time hourly rate to be computed by dividing the employee's total straight-time hourly earnings, excluding

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any premiums, for all hours worked during the applicable 4 pay periods by the sum of the total number of straight-time hours worked during such pay periods); provided, however, that if he worked in less than 4 of such 13 consecutive pay periods and had incentive or piece work in each pay period worked, his average earned straight-time hourly rate shall be used for the pay periods he worked.

- Where used in Section (10) of this Pension Plan, "base weekly salary" means the employee's highest weekly salary of record during the last 13 consecutive weeks ending with the week which includes his last day worked.
- H. "Prior Pension Plan" means the Pension Agreement dated October 22, 2015 December 16, 2019, between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).
  - 1. "Retirement Equity Act" means the Retirement Equity Act of 1984.
- J. "Social Security Benefits" means old age benefits unreduced because of age, or disability benefits payable upon complying with the Federal Social Security Act or under any future Federal legislation amending, superseding, supplementing or incorporating the Federal Social Security Act.
- K. The "Company" means FCA US LLC. Solely for purposes of the following sections and/ or paragraphs, references in this Pension Plan to "FCA US LLC" or the "Company" shall include, as applicable "Chrysler Group LLC", "Chrysler LLC", "Chrysler", "Chrysler Corporation", "DaimlerChrysler", and "DaimlerChrysler Corporation":
  - (i) Sections (4), (6), (7), (9) through (16), and (27);
  - (ii) The last paragraph of Section (8)
  - (iii) Paragraphs A, C and H of Section (29)

In the absence of any express reference to the contrary, masculine pronouns refer to both male and female.

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#### (031) APPENDIX A

#### FOR HOURLY RATED EMPLOYEES

A Benefit Class Code for the sole purpose of Sections (5), (6), (7) and (8) of this Pension Plan is established for each job classification that is in effect on December 16, 2019 November xx, 2023 based on the maximum base hourly rate (which term as used herein shall include incentive earnings unless otherwise noted) applicable to the job classification on that date, as follows:

For Job Classifications Having a Maximum Base Hourly Rate		Benefit Class Code
September 11, 2017	\$29.81 or less	A
through	29.82 through 30.13	B
September 13, 2020	30.14 through 31.60	
	31.61 and over	Ð
September 14, 2020	\$30.70 or less	A
through	30.71 through 31.03	В
September 18, 2022	31.04 through 32.55	G
000000000000000000000000000000000000000	32.56 and over	D
September 19, 2022	\$31.62 or less	A
and after	31.63 through 31.96-	B
	31.97 through 33.53	- G
	33.54 and over	Ð

For Job Classifications Having a

Maximum Base Hourly Ra		Class Code
<u>September 19, 2022</u>	\$31.62 or less	A
through-	31.63 through 31.96	<u>B</u>
October 22, 2023	31.97 through 33.53	B C D
	33,54 and over	D
October 23, 2023	\$35,10 or less	Α
through	35.11 through 35.48	В
September 8, 2024	35.49 through 37.22	<u>A</u> <u>B</u> <u>C</u>
	37,23 and over	D
September 9, 2024	\$36.15 or less	Δ
ED F.T. 10,	130/23 101	
19/30/23	101	

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through September 7, 2025	36.16 through 36.54 36.55 through 38.34 38.35 and over	BCID
September 8, 2025 through September 6, 2026	\$37.24 or less 37.25 through 37.64 37.65 through 39.49 39.50 and over	A B CI D
September 7, 2026 through September 5, 2027	\$38.35 or less 38.36 through 38.77 38.78 through 40.67 40.68 and over	ABCID
September 6, 2027 and after	\$40.27 or less 40.28 through 40.71 40.72 through 42.71 42.72 and over	A B C D

The Benefit Class Code applicable to an employee is the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding his last day worked in the plan.

The Benefit Class Code established pursuant to this Pension Plan for any new job classification shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect, and further, that with respect to a job classification that is obsolete on the date as of which an employee retires or loses his seniority, a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of his accrued pension benefit on the date of such transfer to such job.

#### FOR SALARIED EMPLOYEES

A Benefit Class Code for the sole purpose of Sections (5), (6), (7) and (8) of this Pension Plan is established for each salary grade as follows:

Salary Grade		Benefit Class Code	
1 and 2	4	A	
3		В	
4		C	
5 and over		D	

Each ungraded class will have the same Benefit Class Code as the salary grade having a maximum weekly base salary equal to or in excess of but which most closely approximates the maximum weekly base salary of the ungraded class. The Benefit Class Code applicable to an employee is the Benefit Class Code for the salary grade or the ungraded class of the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding his last day worked. 0/30/20123

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The Benefit Class Code established for each salary grade or ungraded class shall continue in effect without change throughout the term of this Pension Plan.

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In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of his accrued pension benefit on the date of such transfer to such job.

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(032) APPENDIX B

#### APPENDIX B

## THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF SECTION (4) SHALL BE AS FOLLOWS:

## Monthly Basic Pension Rates\* Payable For Months Commencing

Date of	Benefit	October 1, 204123	
Retirement	Class Code	and after	
Prior to	2000	Maria San	
October 1, 1984	N/A	\$28.50	
October 1, 1984	Α	29.50	
Through	В	29.75	
September 30, 1985	C	30.00	
	D	30.25	
October 1, 1985	Α	29.60	
through	В	29.85	
September 30, 1986	C	30.10	
The state of the s	D	30.35	
October 1, 1986	Α	29.70	0
through	B C	29.95	11 1.127
September 30, 1987	C	30.20	NICAM
	D	30.45	0/0/2/2023
October 1, 1987	Α	32.70	1.1
through	В	32.95	
August 31, 1988	B C	33.20	10/3
	D	33.45	0 1/3/100
September 1, 1988	Α	32.80	(DE 19/31/93
through	В	33.05	-
August 31, 1989	Č	33.30	
	D	33.55	

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September 1, 1989	A		32.90	
through	В		33.15	
August 31, 1990	C		33.40	
7 11 3 4 5 1 1 1 4 5 5	D		33.65	
September 1, 1990	Α		36.10	
through	В		36.35	
August 31, 1993	Č		36.60	
August 51, 1995	D			
	U		36.85	
September 1, 1993	A		39.10	
through	В		39.35	
August 31, 1996	C		39.60	
Transfer out of a set	D		39.85	
September 1, 1996	Α		42,50	
through	В		42.75	
August 31, 1999	Č		43.00	
August 51, 1999	Ď		43.25	
	D		43.23	
September 1, 1999	Α		48.70	
through	В		48.95	
August 31, 2003	C		49,20	
	D		49.45	
September 1, 2003	Α		52.90	
through	В		53.15	
August 31, 2007	C		53.40	
August 51, 2007	D		53.65	
	D		55.65	
September 1, 2003 2007	Α		53.55	
through	В		53.80	
AugustSeptember 3130, 2	01123	C		54.05
	D		54.30	

<sup>\*</sup> The above rates are applicable to retirees with Dates of Retirement prior to September 1. 2011 October 1, 2023 who have no Life and Disability Benefits Program overpayment balance due to the Company. For those retirees with an overpayment balance under the Life and Disability Benefits Program, the applicable amount above shall be reduced by \$1,00 for each month of credited service until the overpayment balance has been reduced to zero (\$0.00). Any such reduction shall not serve to increase any benefit otherwise payable. When the overpayment balance under the Life and Disability Benefits Program has been reduced to zero (\$0.00), the retired employee's monthly rate will be increased to the applicable rate THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF SECTIONS (5), (7) AND (8) SHALL BE AS FOLLOWS.

October 1, 200723 and no Benefit Overpayment Recovery under the Life and Disability Benefits Program during the 200723 Agreement and Payments Effective:

	Bene Clas Cod A B C D	s an	d 55 30 05	
Benefit	10-1-2007	10-1-2008	10-1-2009	
Class	to	to	to	10-1-2010
Gode	9-30-2008	9-30-2009	9-30-2010	and after*
A	<del>\$52.90</del>	\$53.10	\$53.30	<del>\$53.55</del>
B	53.15	53.35	53.55	53.80
G	53.40	53.60	53.80	54.05
A	53.65	53.85	54.05	54.30

<sup>\*</sup> including October 1, 2011 and later.

For Benefit Commencement Dates on or after October 1, 200723 with a Benefit Overpayment under the Life and Disability Benefits Program at Benefit Commencement and Payments Effective:

Benefit	10-1-2023
Class	and
Code	after
Α	\$57.25
B	57.50
C	57.75
D	58.00

Benefit	10-1-2007	<del>10-1-2008</del>	<del>10-1-2009</del>	
<del>Class</del>	to	to	to	<del>10-1-2010</del>
Code	9-30-2008	9-30-2009	9-30-2010	and after*
A	\$51.90	\$52.00	<del>\$52.10</del>	<del>\$52.25</del>
B	52.15	52.25	52.35	<del>52.50</del>
G	52.40	52.50	52.60	52.75
Đ	52.65	<del>52.75</del>	52.85	53.00
eluding Octob	er 1. 2011 and late			(15/2/2x/0
adding octoo	or 1, 2011 and late			(01
For B	enefit Commence	ment Dates bety	veen October 1 2	20 <del>072</del> 3and

\*including October 1, 2011 and later.

For Benefit Commencement Dates between October 1, 200723 and CDE10127/23 September 1, 200824 with the Recovery of a Benefit Overpayment under the Life and Disability Benefits Program beginning

October 1, 200824 Payments Effective:

Benefit Class Code

10-1-2023 and after

	ABCD	\$ <u>58.</u> <u>58.5</u> <u>58.7</u> 59.0	5 <u>0</u> 7 <u>5</u>	
Benefit	10-1-2007	10-1-2008	10-1-2009	
Class	to	te	to	10-1-2010
Code	9-30-2008	9-30-2009	9-30-2010	and after*
A	<del>\$52.90</del>	\$53.00	\$53.10	\$53.25
B	53.15	53.25	53.35	53.50
e	53.40	53.50	53.60	53.75
Đ	53.65	53.75	53.85	54.00
* including Octob	er 1, 2011 and late	<del>f.</del>		

For Benefit Commencement Dates between October 1, 200723 and September 1, 200925 with the Recovery of a Benefit Overpayment under the Life and Disability Benefits Program beginning October 1, 200925 Payments Effective:

	Benefit Class Code A B C D	10-1-2 and afte \$58. 58.6 58.6 59.7	d er 35 60 35	
Benefit	10-1-2007	10-1-2008	10-1-2009	
Class	to	to	to	10-1-2010
Code	9-30-2008	9-30-2009	9-30-2010	and after*
A	\$52.90	<del>\$53.10</del>	\$53.20	\$53.35
B	53.15	53.35	53.45	53.60
G	53.40	53.60	53.70	53.85
Ð	53.65	53.85	53.95	54.10

<sup>\*</sup> including October 1, 2011 and later:

For Benefit Commencement Dates between October 1, 200723 and Ch32x12023 September 1, 201026 with the Recovery of a Benefit Overpayment under the Life and Disability Benefits Program beginning October 1, 201026 Payments Effective:

Benefit	10-1-202	23
Class	and	
Code	after	
A	\$58.45	
<u>B</u>	58.70	
C	58.95	
D	59.20	
2007	40 4 2000	40 4 20

Benefit 10-1-2009 <del>10-1-2008</del>

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<b>Glass</b>	to	to	to	10-1-2010
<del>Code</del>	9-30-2008	9-30-2009	9-30-2010	and after*
A	<del>\$52.90</del>	\$53.10	<del>\$53.30</del>	\$53.45
B	53.15	53.35	53.55	53.70
G	53.40	53.60	53.80	53.95
Đ	53.65	53.85	54.05	54.20

\* including October 1, 2011 and later.

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(033) APPENDIX C

## THE BASIC PENSION RATES FOR EACH OF THE BENEFIT CLASS CODES FOR PURPOSES OF **SECTION (6) SHALL BE AS FOLLOWS:**

## **Basic Pension Rate** Per Benefit Class Code

Date of Loss of Seniority	A	B	C	D
October 1, 2007 through September 30, 2008	\$52.90	\$53.15	\$53.40	\$53.65
October 1, 2008 through September 30, 2009	53.10	53.35	53.60	53.85
October 1, 2009 through September 30, 2010	53.30	53.55	53.80	54.05
October 1, 2010 and after*	53.55	53.80	54.05	54.30

<sup>\*</sup>including those employees losing seniority on October 1, 2011 and later.

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(034) APPENDIX D

## THE TEMPORARY BENEFIT RATES AND MONTHLY AMOUNTS FOR PURPOSES OF SECTIONS (7) AND (8) SHALL BE AS FOLLOWS:

## Temporary Benefit Rates (And Monthly Amounts) for Each Year of Credited Service Up to Maximum of 30 Years

Benefit Commencement Date	Rate	Monthly <u>Maximum</u>	
October 1, 2007 through September 30, 2008	\$50.80	<del>\$1,524</del>	
October 1, 2008 through September 30, 2009	51.00	1,530	
October 1, 2009 through September 30, 2010	51.20	1,536	
October 1, 20 <del>10</del> 23 and after*	51.40\$	56.20	1,542\$1,686

<sup>\*</sup>including those employees with a benefit commencement date of October 1, 2011 and later.

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(035) APPENDIX E

THE TOTAL MONTHLY BENEFIT FOR PURPOSES OF SECTION (10) SHALL BE AS FOLLOWS:

# Total Monthly Benefit For Determining Monthly Early Retirement Supplement Prior To Age 62 And One Month For Retirement With 30 Or More Years of Credited Service

Benefit	10-1-07	10-1-08	10-1-09	10-1-10
Commencement	through	through	through	and
Date	9-1-08	9-1-09	9-1-10	-after
October 1, 2007	\$3,140	\$3,150	\$3,160	\$3,170
and after*	W. F. V. W.	1000	4-11-4	4-111-4

<sup>\*</sup> including those employees with a benefit commencement date of October 1, 2011 and later.

For Benefit Commencement Date October 1, 2023 and after

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(036) APPENDIX F

#### **INTERIM SUPPLEMENT RATES**

Interim Supplement: (payable prior to age 62 and one month)

Monthly Amount\* for Each Year of Credited Service For Retirees Whose Benefits Commence On or After October 1, 200723

Age at Retiremen	10-1-07	10-1-08	10-1-09	10-1-10
Retiremen				and After**
55	\$22.35	\$22,45	\$22.55	\$22.60
56	26.35	26.50	26.60	26.70
57	31.90	32.00	32.15	32.25
58	37.35	37.50	37.65	37.80
59	41.65	41.85	42.00	42.20
60 & 61	48.25	48.45	48.65	48.85
	0.40.50		-1-23	

Age at	10-1-23
Retirement	and
	After
55	\$24.70
56	29.20
57	35.25
58	41.30
59	46.15
60 & 61	53.40

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\*\* including those employees with a benefit commencement date of October 1, 2011 and later.

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<sup>\*</sup>Prorated for intermediate ages computed to the nearest whole month.



## **Contingent Annuitant Revocation**

September xx, 2023

(N-207) Contingent Annuitant Revocation

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations the parties discussed the U.S. Supreme Court decision dated June 26, 2013, that struck down as unconstitutional the provision of the Defense of Marriage Act ("DOMA") which had provided that for federal law purposes the term "marriage" and "spouse" were exclusive to legally married heterosexual couples.

As a result, the parties agreed that a retiree with a same-sex spouse may have elected a Contingent Annuitant ("CA") option under Letter (31) Designated Contingent Annuitant Benefit of the FCA US LLC - UAW Pension Agreement (the "Plan") in order to provide survivor benefits for a beneficiary who either was not the retiree's spouse as of the date of such election or was not recognized by the Company as the retiree's spouse and to whom the retiree is now married.

A retiree with a same-sex spouse who elected a CA option under the Plan prior to September 16, 2013 ("Eligible Retiree") will be offered a one-time window to cancel the CA election and elect the regular surviving spouse option ("QJSA").

### Requirements and Timing

1, Eligible Retirees will be sent a one-time letter providing 30 days from the date of the letter to call Benefit Connect to cancel the CA option and request a new pension kit.

2. If the Eligible Retiree does not speak with Benefit Connect and cancel the CA option within the 30 days stated in the letter, then the offer is expired and cannot be reinstated, accepted, or enforced at any time.

3. Eligible Retirees must provide (a) a marriage certificate that shows the Eligible option within the 30 days stated in the letter, then the offer is expired and

Retiree is legally married to a same sex spouse and has been married to that

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person at least one year as of the date the new pension kit is requested and (b) a birth certificate for both the spouse and Eligible Retiree for calculation of the QJSA.

4. <u>Upon approval of the QJSA pension kit, the Eligible Retiree's spouse will be treated as the surviving spouse for all purposes under the Plan as of the first of the month following receipt of the Eligible Retiree's pension kit.</u>

The Eligible Retiree's QJSA will become effective as provided in the approved pension kit. To the extent the amount of the monthly annuity payment under the QJSA differs from the amount of the monthly annuity payment under the CA option previously elected, such difference, for the period starting the date the QJSA becomes effective to the date the QJSA annuity payments begin to be paid, shall be reflected as an adjustment in the amount of the QJSA annuity payments to ensure the amount paid with respect to that period properly reflects the Eligible Retiree's QJSA election.

Very truly yours, FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

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## NVG/NPG Supplemental Allowances and Temporary Benefit

September xx, 2023

(N-xx) NVG/NPG Supplemental Allowances and Temporary Benefit

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations the parties discussed the Union's concerns related to participants under the FCA US LLC - UAW Pension Agreement (the "Plan") who originally worked for the Company and transferred to New Venture Gear/New Process Gear ("NPG/NVG"). Certain employees subsequently accepted the flowback option from NPG/NVG to the Company (the "Flowback Employees") and lost eligibility for the early retirement supplement or interim supplement ("Supplemental Allowance") and Temporary Benefit provided under the NPG/NVG pension plan.

The parties agreed to provide that a Flowback Employee described below will be eligible to receive payment of a Supplemental Allowance and/or Temporary Benefit under the Plan as described below. The Supplemental Allowance and/or Temporary Benefit will be calculated under the Plan using all credited service earned at the Company and NPG/NVG. Flowback Employees eligible for this calculation methodology include those on roll or in pay as of January 1, 2024, who are:

1. Working for the Company and who subsequently retire and are otherwise eligible for a Supplemental Allowance or Temporary Benefit, or

2. Receiving a Supplemental Allowance or Temporary Benefit from the Plan.

Flowback Employees who received, are currently receiving, or will be eligible to receive a Supplemental Allowance or Temporary Benefit from the NPG/NVG pension plan are excluded and not eligible to receive payment of a Supplemental Allowance and/or Temporary Benefit under the Plan as described above. (6) 3/2023

Very truly yours, FCA US LLC

By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

10/13/23 p Ear 10-13.23 10/13/23 165



## Former Foundry TPT/SVR

September xx, 2023

(N-xx) TPT/SVR Foundry Service

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed current seniority employees who previously worked as temporary part time ("TPT") or as summer vacation replacement ("SVR") while on a foundry classification as set forth in the FCA US LLC - UAW Pension Agreement (the "Plan") Appendix G Foundry Service ("Former Foundry TPT/SVR").

All other provisions of Plan Section (11)R. notwithstanding, effective for current seniority employees who retire on or after January 1, 2024, the Company and Union have agreed that, only for purposes of determining the Additional Credited Service under Plan Section (11)R. Foundry Service, Former Foundry TPT/SVR will receive service for time worked as TPT or SVR. The amount of such Additional Credited Service shall be determined in accordance with the following:

Years of Credited Service on Foundry Jobs (including service as Former Foundry TPT/SVR)	Additional Credited Service
For years 1 through 10	<u>0</u>
For 10 years and 1 month through 25	33-1/3%
For years over 25	20%

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1/3% 1/3% 1/3% 1/3/207 1/3/207 1/3/207 Letter (N-xx) does not set precedent for any future situation, nor may it be used as the basis for a claim by either party regarding granting credited service to any individual who worked as TPT or as SVR.

> Very truly yours. FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

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## **Annual Lump Sum Payments**

September xx, 2023

(N-xx) Annual Lump Sum Payments

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties agreed upon certain lump sum payments to be made to eligible retired employees and surviving spouses. The parties have agreed to provide for lump sum payments under the terms set forth below.

- 1. The following persons will be eligible for lump sum payments:
  - (1.1) Employees who retired with benefits commencing prior to October 1, 2023, under the terms of Sections (5), (7) or (8) of the Plan, and who are receiving benefits from the Plan as of the first of the month for which a lump sum payment would be made and who are alive as of each payment date.
  - (1.2) Surviving spouses of employees who retired under the terms of Sections (5), (7) or (8) of the Plan, or surviving spouses eligible for a benefit pursuant to Section (9) of the Plan, who were eligible for a benefit commencing prior to October 1, 2023 (excluding surviving spouses of former employees who broke seniority and who are eligible for a deferred pension) and who are eligible for a benefit from the Plan as of the first of the month for which a lump sum payment would be made and who are alive as of each payment date. CO 38/2022
- Amount and Dates of lump sum payments:

E.T. 10/28/23 Ear 10/28/23

In December 2023, December 2024, December 2025, December 2026, and December 2027, or as soon as administratively practicable thereafter, retired employees and surviving spouses, shall receive a flat amount of \$500.00.

Very truly yours, FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

CH3/28/2023 CH3/28/2023

10/28/23 10/28/23



### **Pension Funding**

September xx, 2023

(N-xx) Pension Funding

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations the parties discussed the Company's planned contributions to the FCA US LLC - UAW Pension Plan (the "UAW Plan"), the Jeep Corporation - UAW Retirement Income Plan (the "Jeep Plan"), and the American Motors-Union Retirement Income Plan (the "AMC Plan") (collectively the "Plans"). The Company indicated its intent to make legally required pension contributions and keep the Plans in compliance with funding regulations. In that regard, the Company will meet funding requirements through the use of Funding Standard Carryover Balance ("Credit Balance") where appropriate and if necessary, make cash contributions.

Based on the current funded status of the Plans, anticipated asset returns and discount rate movements, current pension funding regulations and participant behavior, the Company anticipates cash contributions over the 2023 - 2027 period of \$1 billion.

The Company reserves the right to adjust actual contributions as business conditions (16/27/2023 (16/27/2023 require and/or funding requirements change and this letter in no way constitutes a commitment to make cash contributions in the forecasted amount.

Very truly yours, FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

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## Credited Service for Vacation for Hourly Employees

December 16, 2019

(36) Credited Service for Hourly Vacation

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the parties discussed the Union's concerns related to eredited service for vacation time for hourly employees under the FCA US LLC - UAW Pension Agreement (the "UAW Plan"), the Jeep Corporation - UAW Retirement Income Plan (the "Jeep Plan") and the American Motors - Union Retirement Income Plan (the "AMC Plan") (all plans collectively referred to in this letter as the "Plans"). The Union expressed an interest in amending the UAW Plan, Section (11) Gredited Service and Records, the Jeep Plan, Article II, Section (2), and the AMC Plan, Article III, Section (2) to provide for credited service for vacation time for hourly employees.

The parties agreed that the Plans may be amended to provide credited service for vacation time earned by and paid to hourly employees on and after the effective date of these amendments and that the rules for crediting service as set forth in UAW Plan, Section 11, Jeep Plan, Article II, Section (2) and AMC Plan, Article III, Section (2) will apply.

The parties agreed to make these amendments if and when the funding-based restrictions currently applicable to the UAW Plan pursuant to Internal Revenue Code Section 436 and the Treasury Regulations promulgated thereunder no longer apply, with the understanding that the proposed amendments' prospective impact on the Plans' funding percentage must not trigger the application of funding-based restrictions pursuant to Internal Revenue Code Section 436 and the Treasury Regulations promulgated thereunder.

> Very truly yours: FCA US LLC By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cynthia Estrada

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## (041) SCHEDULE I

#### **ENGINEERING**

- 1. Product Planning and Development Local 412 (Unit 1)
- 2. Product Planning and Development Local 412 (Unit 10)
- 3. Product Planning and Development Local 412 (Unit 14)
- 4. Automotive Sales Group Local 412 (Unit 32)
- 5. Chelsea Proving Grounds Local 1284
- 6. Belvidere Assembly Local 1761
- 7. Detroit Assembly Complex Jefferson Local 412 (Unit 2)
- 8. Warren Truck Assembly Local 412 (Unit 17)
- 9. Arizona Proving Grounds Local 509
- 10. Kokomo Transmission Local 1302 (Unit 1)
- 11. Indiana Transmission I Local 1302 (Unit 1)
- 12. Kokomo Engine Plant Local 1302 (Unit 1)
- 13. Tipton Transmission Local 1302 (Unit 1)
- 14. Kokomo Casting Local 1302 (Unit 4)
- 15. Toledo Machining Local 1435 (Unit 4)
- 16. Sterling Heights Assembly Local 412 (Unit 51)
- 17. Detroit Assembly Complex Mack Local 412 (Unit 9)
- 18. Advance Power Train Manufacturing Engineering Local 412 (Unit 25)
- 19. Advance Stamping Manufacturing Engineering Local 212 (Unit 77)
- 20. Manufacturing Engineering Local 212 (Unit 77)
- 21. Sterling Stamping Local 412 (Unit 7)
- 22. Warren Stamping Local 412 (Unit 18)
- 23. Parts Division Local 412 (Unit 23)
- 24. Trenton Engine Complex Local 412 (Unit 25)
- 25. Dundee Engine Plant Local 723 (Unit 17)

## OFFICE AND CLERICAL

- 1. Warren Truck Assembly Local 889 (Unit 1)
- 2. Belvidere Assembly Local 1761

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- 3. Chrysler Technology Center Local 889 (Unit 74)
- 4. Detroit Assembly Complex Jefferson Local 889 (Unit 3)
- 5. Mopar Vehicle Protection Local 889 (Unit 4)
- 6. Detroit Assembly Complex Mack Local 889 (Unit 6)
- 7. Dallas Parts Depot Local 2360
- 8. Kokomo Transmission Local 1302 (Unit 3)
- 9. Indiana Transmission | Local 1302 (Unit 3)
- 10. Kokomo Engine Plant Local 1302 (Unit 3)
- 11. Tipton Transmission Local 1302 (Unit 3)
- 12. Kokomo Casting Local 1302 (Unit 3)
- 13. Toledo Machining Local 1435 (Unit 3)
- 14. Chrysler Pilot Operations Local 212
- 15. Warren Stamping Local 889 (Unit 8)
- 16. Sterling Stamping Local 889 (Unit 9)
- 17. Center Line Parts Local 889 (Unit 10)
- 18. Marysville Parts Local 889 (Unit 11)
- 19. New York Parts Local 3039
- 20. Boston Parts Local 422
- 21. Denver Parts Local 186
- 22. Orlando Parts Local 1649
- 23. Los Angeles Parts Local 230
- 24. Minneapolis Parts Local 125
- 25. FCA Transport, Inc. Local 212
- 26. International Supply Operations Local 889 (Unit 12)
- 27. Sterling Heights Assembly Local 889 (Unit 14)
- 28. Cleveland Parts Local 573
- 29. Milwaukee PDC Local 75
- 30. Trenton Engine Complex Local 889 (Unit 7)
- 31. Atlanta Parts Local 868
- 32. Winchester Parts Local 946
- 33. Romulus Local 889 (Unit 10)

## PRODUCTION AND MAINTENANCE

- 1. Detroit Assembly Complex Jefferson Local 7
- 2. Toledo Assembly Complex Local 12
- 3. FCA Transport LLC Toledo Local 12
- 4. Detroit Assembly Complex Mack Local 51
- 5. Warren Truck Assembly Plant Local 140
- 6. FCA Transport LLC Local 212
- 7. Mt. Elliott Tool & Die Manufacturing Local 212
- 8. Pilot Operations Local 212
- 9. <u>Trenton Engine Complex Local 372</u>
- 10. Chrysler Center Powerhouse Local 412
- 11. <u>Chrysler Headquarters & Tech Chrysler Center Departments 1685, 1633, 1619, 1640, 2990, 5730 Local 412 (Unit 14)</u>
- 12. Detroit Area Nurses Local 412 (Unit 57)
- 13. Arizona Proving Grounds Local 509
- 14. Kokomo Transmission Plant Local 685
- 15. Indiana Transmission Plant Local 685

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- 16. Kokomo Engine Plant Local 685
- 17. Tipton Transmission Plant Local 685
- 18. <u>Dundee Engine Plant Local 723</u>
- 19. Warren Stamping Plant Local 869
- 20. Sterling Heights Assembly Plant Local 1700
- 21. Kokomo Casting Plant Local 1166
- 22. Sterling Stamping Plant Local 1264
- 23. Belvidere Assembly Plant Local 1268
- 24. Chelsea Proving Grounds Local 1284
- 25. Kokomo Area Nurses Local 1302 (Unit 2)
- 26. Toledo Machining Plant Local 1435

#### PARTS DISTRIBUTION CENTERS

- 1. Marysville Local 375
- 2. Centerline Packaging Local 1248
- 3. Sherwood Local 1248
- 4. Centerline Warehouse Local 1248
- 5. Warren Parts Local 1248
- 6. QEC Local 1248
- 7. Romulus Local 1248
- 8. New York Local 3039
- 9. Chicago Local 1178
- 10. Minneapolis Local 125
- 11. Boston Local 422
- 12. Cleveland Local 573
- 13. Portland Local 492
- 14. Denver Local 186
- 15. Los Angeles Local 230
- 16. Orlando Local 1649
- 17. Milwaukee Local 75
- 18. Dallas Local 2360
- 19. Atlanta Local 868
- 20. Winchester Local 946
- 1. Jefferson North Assembly Local 7, 889 Unit 3 & 412 Unit 2
- 2. Warren Truck Assembly Local 140, 889 Unit 1 & 412 Unit 17
- 3. Chrysler Center Power House Local 412
- 4. Kokomo Transmission Local 685 & 1302 Unit 1 & Unit 3
- Warren Stamping Local 869, 889 Unit 8 & 412 Unit 18
- 6. Chrysler Headquarters and Tech Center Departments 1654, 1655 & 298 Local 412 Unit 14
- 7. Kokomo Casting Local 1166 & 1302 Unit 4 & Unit 3
- 8. FGA Transport, Inc. Local 212
- 9. Mt. Elliott Tool & Die Manufacturing Local 212
- 10, Marysville Axle Local 961, 889 Unit 5, 412 Unit 21
- 11. Trenton Engine Complex-Local 372, 889 Unit 7, 412-Unit 25
- 12. Sterling Stamping Local 1264, 889 Unit 9 & 412 Unit 7
- 13. Belvidere Assembly Local 1268 & 1761
- 14. Toledo Machinina Local 1435, Local 1435 Unit 4 and Unit 3

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15. Sterling Heights Assembly Local 1700, 889 Unit 14 & 412 Unit 51

16. Chrysler Technology Center Local 889 Unit 2

17. Mopar Vehicle Protection - Local 889 Unit 4

18. Center Line Parts Local 1248 & 889 Unit 10

19. Boston Parts Local 422

20. New York Parts Local 3039

21. Denver Parts Local 186

22. Los Angeles Parts - Local 230

23. Chicago Parts Local 1178

24. Gleveland Parts Local 573

25. Portland Parts Local 492

26. Dallas Parts Depot Local 2360

27. Orlando Parts-Local 1649

28. Maryaville Parts Local 375 & 889 Unit 11

29. Minneapolis Parts Local 125

30. Milwaukee PDC Local 75

31. Atlanta Parts Local 868

32. International Supply Operations - Lecal 889 Unit 12

33. Detroit Area Nurses Local 412-Unit 57

34. Product Planning and Development Local 412 Unit 1

35. Product Planning and Development "Local 412. Unit 10

36. Romulus Local 1248

37. Product Planning and Development "Local 412 Unit 14

38. Automotive Sales Group Local 412 Unit 32

39. Chelsea Proving Grounds - Local 1284

40. Arizona Proving Grounds Local 509

41, Advanced Powertrain Manufacturing Eng. Local 412 Unit 25

42. Parts Division-Local 412-Unit 23

43. Indiana Transmission Plant I Local 685 & 1302 Units 1 & 3

44. Conner Avenue Assembly Plant Local 212

45. Advanced Stamping Manufacturing Engineering Local 212 Unit 77

46. Detroit 2 Assembly Plant - Local 889 Unit 6 & 412 Unit 9

47, QEC Local 1248

48. Chrysler Pilot Operations Local 212

49. Warren Parts Local 1248

50. Indiana Transmission Plant II Local 685 & 1302 Units 1 & 3

51. Dundee Engine Plant - Local 723

52. Tipton Transmission Plant - Local 685 & 1302 Units 1 & 3

53. Manufacturing Engineering - Local 212 Unit 77

54. Tolede Assembly Complex - Local 12

55. Sherwood Local 1248

56, Genterline Packaging Local 1248

57. Winehester Local 946

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## 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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(001) Exhibit G - Supplemental Agreement

## **EXHIBIT GAPPENDIX V**

SUPPLEMENTAL AGREEMENT Company Health Care Contribution **Company Defined Contribution** 

Incorporated by reference in (M-13) Memorandum of Understanding UAW - Chrysler Group LLC Employees Hired on or After October 29, 2007 Wage & Benefit Agreement dated October 12, 2011 and the Salaried Bargaining Unit New Entry Wage, Benefit and Retirement Agreement effective April 15, 2010.

For purposes of the Health Care Benefits Program and Pensions, Eligible Employees, as defined herein, are eligible for the contributions described in this Supplemental Agreement.

Until the expiration of the 20192023 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, neither the Union nor the Company shall demand any change in, deletion from, or addition to this Supplemental Agreement, Exhibit GAppendix V, nor shall either of them be required to bargain with respect to any provision or interpretation of this Exhibit GAppendix V.

Effective with the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, Exhibit G was incorporated in the FCA US LLC UAW Savings Plan.

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### (002) Eligible Employee

## 1.01 Eligible Employee

- (i) Non-skilled classified employees with seniority hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letter, Memoranda and Agreements, Memorandum of Understanding UAW -Chrysler Entry Level Wage & Benefit Agreement between FCA US LLC and the UAW and any successor agreement thereto.
- (ii) Salaried bargaining unit employees with seniority hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010, and any successor agreement thereto.
- (iii) Skilled trade classified employees with seniority hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW -Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.
- (iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after October 12, 2011.
- (v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:
- (a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or
- (b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or
- (c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or R3/27/2023
  - (d) Non-represented employees regardless of date of hire.

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### (003) Company Contributions

#### 2.01 Company Retirement Contributions

Company Health Care Contribution and Company Defined Contribution

Effective as of the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute an amount equal to \$1.00 for each Eligible Compensated Hour earned by an Eligible Employee each pay period. Company Contributions shall commence the first pay period administratively practicable after the employee first becomes an Eligible Employee and shall continue for as long as the employee remains an Eligible Employee. Company Defined Contribution

Effective the first pay date on or after September 15, 2015 January 1, 2024, or if later, the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute each pay period an amount as described below. Company Contributions shall commence as soon as administratively practicable after the employee first becomes eligible for such contribution and shall continue for as long as the employee remains an Eligible Employee.

(A) 6.4% 10.0% of Eligible Compensation payable to: an Eligible Employee.

(i) Non-skilled classified Eligible Employees with seniority hired or rehired on or after October 29, 2007

(ii) Salaried bargaining unit Eligible Employees with seniority hired or rehired on or after April 15, 2010

(iii) Skilled trade classified Eligible Employees with seniority hired or rehired on or after October 12, 2011

(iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees withniority hired or rehired on or after October 12, 2011.

(v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

(a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or (b) Skilled trade classified employees hired or rehired on or after October 12, 2011.

(c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

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## (d) Non-represented employees regardless of date of hire.

Company Defined Contributions made under this Supplemental Agreement are intended to become effective immediately following the cessation of Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Parts Agreement between FGA US LLC and the UAW. In no event will an employee receive both Company Contributions under this Supplemental Agreement and Company Contributions negotiated under Exhibit G of the 2011 Production, Maintenance and Parts Agreement for the same period of service.

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### (004) Eligible Compensated Hour/Eligible Compensation

### 3.01 Eligible Compensated Hour / Eligible Compensation

Eligible Compensated Hours shall include:

- Straight time
- Overtime hours (straight time portion)
- Paid Absence Allowance
- Paid Holiday
- Call-in Pay
- Bereavement
- Jury Duty
- Short Term Military
- Grievance Awards
- Vacation (salary only)

Effective January 1, 2012, Eligible Compensated Hours used to calculate contributions under this Supplemental Agreement shall not exceed 40 hours in any one work week. <u>In all cases, effective for pay periods beginning on and after January 4, 2021, Eligible Compensated Hours shall not exceed 2,080 in a calendar year.</u>

Skilled Trades on Alternative Work Schedules

Notwithstanding the foregoing, Eligible Compensated Hours used to calculate contributions under this Supplemental Agreement for Skilled Trades employees during an agreed upon Alternative Work Schedule ("AWS") pursuant to Letter (310) Skilled Trades – Alternative Work Schedules shall not exceed the maximum number of hours in any one work week pursuant to the agreed upon AWS, effective with the first day of the pay period coincident with or following the effective date of the agreed upon AWS and ending pursuant to the deletion of Letter (310) Skilled Trades - Alternative Work Schedules effective with the expiration of the 2019 agreement. In all cases, Eligible Compensated Hours shall not exceed 2,080 in a calendar year.

#### **Eligible Compensation:**

· Hourly rate employees: base hourly rate times Eligible Compensated Hours

· Salary rate employees: base salary rate

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## (005) Vesting of Company Contributions

4.01 Vesting of Company Contributions

Contributions and related earnings received pursuant to this Supplemental Agreement shall be 100% vested upon the Eligible Employee's attainment of three years of vesting service, or if earlier, the date he attains age 65. Contributions and related earnings are 0% vested prior to the Eligible Employee's attainment of three years of vesting service. Vesting service will be measured by elapsed time on a calendar year basis, beginning with the employee's most recent date of hire or rehire and ending on the date that the Eligible Employee separates from service by losing seniority, death, quit or discharge.

If an Eligible Employee separates from service and is subsequently rehired by the Company prior to incurring five (5) or more consecutive one-year breaks in service and becomes an Eligible Employee, any period of vesting service before such one-year breaks in service will be added to current vesting service for purposes of counting the three years vesting service. If the rehire date is on or after the Eligible Employee incurs five (5) or more consecutive one-year breaks in service, prior vesting service will not be counted.

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## (006) Forfeiture of Company Contributions

## 5.01 Forfeiture of Company Contributions

In the event an Eligible Employee terminates employment from the Company, any non-vested assets attributable to Company Contributions and related earnings shall be forfeited on or before the last business day of the calendar year in which the <a href="Eligible\_eEmployee">Eligible\_eEmployee</a> separates from service.

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## (010) Loans and In-Service Withdrawals

## 6.02 Loans and In-Service Withdrawals

Contributions and related earnings received pursuant to this Supplemental Agreement and deposited into the employee's 401(k) plan shall not be available for participant loans or any type of in-service withdrawal.

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#### **Financial Fitness Education**

December 16, 2019

(1) Financial Fitness Education

International Union, UAW

Attention: Mrs. Gynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties recognized the importance of educating employees on the FCA US LLG – UAW Savings Plan (UAWSP) and financial wellness in general. The parties discussed the Company's willingness to conduct a Financial Wellness Program pilot during the term of the 2019 Agreement, which would include one-on-one consultations with a Bank of America Merrill Lynch (BAML) Financial Wellness Specialist and financial educational workshops offered by BAML.

Following ratification of the 2019 Agreement, a Financial Wellness Program pilot will be developed which will help employees to optimize their financial health. The pilot will be offered to employees during non-working time, at a location determined by the parties, and will be designed to educate employees about the UAWSP, encourage employees to take initiative with respect to their personal financial planning, help employees identify retirement income needs, and provide tools for employees to determine an appropriate investment and asset allocation strategy for their savings. During the term of this contract, the parties agreed to meet and discuss the pilot in terms of opportunities to improve its design and the potential expansion of the program at additional locations.

Very truly yours, FGA US LLG

By: Glenn Shagena

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Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Cindy Estrada

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## Special One-Time 2020 Company Retirement Contribution

December 16, 2019

(2) Special 2020 Company Retirement Contribution

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations the parties discussed possible ways of providing a benefit to those defined as "employees" under Section 29 of the 2019 Pension Agreement between FGA US LLC and the UAW. As a result of these discussions, the Gompany will make a one-time discretionary contribution of \$1,000 to the UAW Savings Plan (UAWSP) accounts of those eligible employees during the first quarter of 2020.

In addition to meeting the above criteria, eligible employees for the one-time discretionary contribution to their UAWSP are employees who are represented by the Union whose status with the Company on January 6, 2020 is one of the following:

- 1. Active with seniority:
- 2. On temporary layoff status;
- 3. On Pre-Retirement Leave;
- 4. On leave pursuant to Family Medical Leave Act:
- On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty;
- On leave of absences beginning not earlier than ninety (90) days prior January 6, 2020.

The Company Retirement Contribution described in this letter shall be 100% vested.

Very truly yours, FCA US LLC By: Clenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW By Cindy Estrada

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# Financial Fitness Program - Bank of America Merrill Lynch

September xx, 2023

(N-xx) Financial Fitness Program - Bank of America Merrill Lynch

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the importance of Employee financial wellness and the tools and resources available through Bank of America Merrill Lynch (BAML). To that end, the company agrees, during the term of the agreement, to discuss providing additional financial wellness offerings such as financial education workshops offered by BAML, and one-on-one consultation with a BAML Financial Specialist.

Very truly yours, FCA US LLC By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Rich Boyer CRS/11/2023

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# **Automatic Sweep of Non-Participants**

September xx, 2023

(N-xx) Automatic Sweep of Non-Participants

Internattional Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the positive results associated with the automatic enrollment of Employees who are now participating in the FCA US LLC UAW Savings Plan.

As a result, the Company will implement a one-time sweep during the course of this Agreement. Each Employee who satisfies the requirements of Section 2.01 of the Plan on the Sweep Date and who is not contributing any amounts to the Plan as of the Sweep Date shall be enrolled into the Plan at a 3% pre-tax contribution rate of the Participant's Compensation as of the Sweep Date (following a 45 day advance notice and election period) and increased by 1% annually until the Employee reaches a 10% pre-tax contribution rate. For purposes of this Letter, the term "Sweep Date" means the date provided in advance by the Company.

> Very truly yours, FCA US LLC By: Christopher Fields

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Accepted and Approved:

INTERNATIONAL UNION, UAW By: Rich Boyer

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# (N-118) Article VII 7.02 Appointment of the Investment Committee

7.02 Appointment of the Investment Committee.

The Investment Committee shall be responsible for determining the investments that are made available to Participants under the Plan (with the exception of the Self-Directed Brokerage) or otherwise available under the Plan including but not limited to the selection of investment funds, the selection of investment advisors and investment managers, the review of the performance of investment managers and advisors, and the execution of documents in connection with the foregoing. The Investment Committee is a Named Fiduciary with respect to investment matters.

Neither the Investment Committee nor any of its members shall be liable to the Company or to any Employee or to any beneficiary of any Employee on account of any act done or omitted by the Investment Committee acting in good faith in the performance of its fiduciary and non-fiduciary duties under the Plan. The Company shall defray all expenses of the Investment Committee.

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# (62) Article V 5.04 Coronavirus-Related Distributions

## 5.04 Coronavirus-Related Distributions

(a) Subject to the requirements of this Section 5.04, each Participant who is a Qualified Participant shall be eligible to receive a distribution from the Plan of part or all of the vested value of the Qualified Participant's Account (subject to the restrictions described under Appendix V, Supplemental Agreement, Loans and In-Service Withdrawals) in an amount not to exceed \$100,000 (reduced by the aggregate amount of such distributions received from all other plans maintained by Affiliated Companies) (a "CRD").

(b) For purposes of this Section 5,04 and Section 6,10, a "Qualified Participant" means a Participant-

(i) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention (the "CDC"),

(ii) whose spouse or dependent (as defined in Section 152 of the Code) is diagnosed with such virus or disease by a test approved by the CDC, or

(iii) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or the Secretary's delegate).

The Committee (or its delegate) may rely on a Participant's certification, in such form as required by the Committee, that the Participant satisfies the conditions of Section 5.04(b) in determining whether any distribution is a CRD.

(c) Any Qualified Participant who receives a CRD may, at any time during the three-year period beginning on the day after the date on which the CRD was received, make one or more contributions in an aggregate amount not to exceed the amount of the CRD to the Plan, and, notwithstanding Section 5.04(d), to the extent of the amount of the contribution, the contribution shall be treated as having been received as an eligible rollover distribution and as having been transferred to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution. CRS 9/11/2023

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(d) Notwithstanding anything in the Plan to the contrary, except Section 5.04(c), for purposes of sections 401(a)(31), 402(f), and 3405 of the Code, a CRD shall not be treated as an eligible rollover distribution (for the avoidance of doubt, 20% mandatory withholding shall not be required with respect to such CRD).

(e) Distributions under this Section 5.04 shall be permitted during the period commencing on April 16, 2020 and ending on December 31, 2020.

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# (N-109) Article VI 6.10 Coronavirus-Related Loans

## 6.10 Coronavirus-Related Loans

- (a) Notwithstanding Section 6.04, in the case of any loan made on or before September 23, 2020 to an Eligible Borrower who is a Qualified Participant as defined in Section 5.04, the maximum loan amount that may be borrowed at any time (when added to the outstanding balance of all other loans from the Plan) may not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of: (A) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which a new loan is to be made, over (B) the outstanding balance of loans from the Plan on the date on which the new loan is to be made, or (ii) the present value of 100% of the Eligible Borrower's vested interest in his Accounts. Loans available under this Section 6.10(a) shall be subject to all the requirements of loans taken under the Plan as set forth in Article VI (except the \$50,000 and 50% limits prescribed under Section 6.04 and as set forth in Section 6.10(b)), and Appendix V, Supplemental Agreement, Loans and In-Service Withdrawals.
- (b) Notwithstanding anything in this Article VI to the contrary, in the case of a Qualified Participant as defined in Section 5.04 with an outstanding loan (as of or after March 27, 2020) from the Plan: (a) if the due date for any repayment with respect to such loan occurs during the period beginning on March 27, 2020 and ending on December 31, 2020, such due date shall be delayed for one year, (b) any subsequent repayments with respect to any such loan shall be appropriately adjusted to reflect the delay in the due date and any interest accruing during such delay, and (c) in determining the five-year period and the term of a loan, the period described in clause (a) of this paragraph shall be disregarded.

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# (N-110) Article IV 4.13 Periodic Payments

# 4.13 Periodic Payments

(a) Subject to Section 4.04(c), a Participant otherwise eligible to receive a distribution under Section 4.01, Termination of Employment by Retirement, or Section 4.04, Other Termination of Employment, may elect to have the Participant's Account distributed in periodic payments as frequently as monthly, semi-annually, annually or on a frequency made available by the recordkeeper and agreed to by the Company. Available periodic payments include:

(i) Fixed Payments - a fixed dollar amount of the Participant's Account as selected

by the Participant

(ii) Variable Payments - an amount based on the desired number of payments

divided by the Participant's Account as of a valuation date or

(iii) Lifetime Payments - an amount determined by dividing the Participant's Account by the Single Life Expectancy in the Uniform Lifetime Table, as set forth in Appendix B to Internal Revenue Service Publication 590-B (not to exceed twenty years).

Payments elected pursuant to this Section 4.13(a) will cease to be paid to the Participant upon the Participant's death, at which time the remaining balance of the Participant's Account will be paid to the Participant's Beneficiary in accordance with Section 4.02. Payments in periodic installments elected pursuant to this Section 4.13(a) shall be paid pro rata from the Participant's Account.

Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made or commence at the earlier of the date of the Participant's death or the date the Participant attains the Participant's Required Minimum Distribution Age. In addition, if, as of the Participant's Normal Retirement Age, such a Participant has not made an election to receive (or commence receiving) the Participant's Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains the Participant's Required Minimum Distribution Age. Notwithstanding the foregoing provisions, the required minimum distribution provisions of Section 4.09(b) shall apply to periodic payments elected in accordance with this Section 4.13(a).

(b) The Committee shall direct the Trustee to distribute the Participant's Account to the Participant in accordance with the election described in Section 4.13(a). An election of periodic payments pursuant to Section 4.13(a) may be revoked, pursuant to the written electronic or telephonic method prescribed by the Committee, and a new election may be

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made thereafter for the undistributed balance of the Participant's Account. If a Participant dies after termination of employment by retirement or for any other reason, and prior to distribution of the entire Participant's Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

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# Discussion of Optional Provisions of SECURE 2.0 Act

September xx, 2023

(N-xx) Discussion of Optional Provisions of SECURE 2.0 Act

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

<u>During the course of these negotiations, the parties discussed the optional provisions included in the Consolidated Appropriations Act, 2023, Division T - SECURE 2.0 Act of 2022 ("SECURE 2.0 Act").</u>

The parties have agreed to discuss during the term of this Agreement, the optional provisions in SECURE 2.0 Act as applicable to the FCA US LLC UAW Savings Plan after final regulations concerning those provisions have been finalized and issued by the Department of Treasury.

Very truly yours, FCA US LLC By: Christopher Fields CRS 10/27/2023

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Rich Boyer

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# Financial Fitness Program - Lifetime Income Solutions

September xx, 2023

(N-xx) Financial Fitness Program - Lifetime Income Solutions

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the importance of Employee financial wellness and the capability to convert certain bonuses, awards or account balances into a lifetime income stream. To that end, the Company agrees, during the term of the agreement, to implement a voluntary employee benefit which would provide for the conversion of certain bonuses, awards or account balances into a current or future lifetime income stream.

> Very truly yours, FCA US LLC By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Rich Boyer

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Implementation of Requirements of IRC Section 414(v)(7) – Roth-Only Catch-up Contributions for Certain Eligible Participants

September xx, 2023

(N-xx) Implementation of Requirements of IRC Section 414(v)(7) - Roth-Only Catch-up Contributions for Certain Eligible Participants

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the course of these negotiations, the parties discussed the addition of Section 414(v)(7) to the Internal Revenue Code of 1986, as amended (the "Code"), included in the Consolidated Appropriations Act, 2023, Division T - SECURE 2.0 Act of 2022 ("SECURE 2.0 Act") and the current guidance issued by the Internal Revenue Service in Notice 2023-62 as it relates to the FCA US LLC UAW Savings Plan (UAWSP).

The parties agree, to the extent required by Code Section 414(v), the Company shall amend Section 3.01(a)(ii) of the UAWSP and any corresponding provisions of the UAWSP as necessary to implement final requirements imposed under Code Section 414(v)(7). The parties have also agreed to take full advantage of the 2-year administrative transition period described in Notice 2023-62 ending December 31, 2025, and any extension thereof allowed by the Internal Revenue Service and/or further federal tax legislation.

Very truly yours, FCA US LLC By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By Rich Boyer

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## (002) Article I Definitions

## ARTICLE I Definitions

- 1.01 Definitions. The following terms when used in this Plan, unless the context clearly indicates otherwise, shall have the meanings set forth below:
- (a) The term "Account" means the assets credited to a Participant in the Trust Fund established under this Plan, segregated according to assets representing the Participant's Pre-Tax Savings, the Participant's Roth Savings, the Participant's After-Tax Savings, the Participant's Rollover Contributions, if any, the Participant's Transfer Contributions, if any, and Company Retirement Contributions.
- (b) The term "Affiliated Company" shall mean any entity, other than the Company, during the period in which such entity is (1) a member of a controlled group of corporations, within the meaning of section 1563(a)(1) of the Code, determined without regard to sections 1563(a) (4) and 1563(e)(3)(C) of the Code, of which the Company is a member; or (2) a member of a group of trades or businesses under common control, within the meaning of section 414(c) of the Code, with the Company; (3) any organization (whether or not incorporated) which is a member with the Company of an affiliated service group as defined in Code section 414(m); and (4) any other entity required to be aggregated with the Company under regulations issued pursuant to Code section 414(o).
- (c) The term "After-Tax Savings" means the amounts saved by an Employee in the Plan, pursuant to Section 3.01(b) hereof.
- (d) The term "After-Tax Savings Account" means that portion of a Participant's Account under the Plan to which After-Tax Savings and the earnings thereon are credited.
- (e) The term "After-Tax Savings Agreement" means an agreement between an Employee and the Company entered into pursuant to Section 2.02 hereof.
- (f) The term "Automatic Contribution Employee" means, each Employee who satisfies the requirements of Section 2.01 of the Plan. An Employee shall cease to be an Automatic Contribution Employee if the Employee makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Employee's Compensation

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than provided by Section 2.07(b) or, effective January 1, 2020, 2.07(c) hereof, as applicable, or (ii) not have any Pre-Tax Savings or Roth Savings made on his behalf.

- (g) The term "Automatic Contribution Participant" means an Automatic Contribution Employee who becomes a Participant pursuant to Section 2.07(a) hereof. An Automatic Contribution Participant shall cease to be an Automatic Contribution Participant if the Participant makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.
- (h) The term "Automatic Increase Participant" shall mean an Automatic Contribution Participant whose percentage of Compensation contributed to the Plan as Pre-Tax Savings is increased pursuant to Section 2.07(e) hereof or who automatically is treated as an Automatic Increase Participant pursuant to such Section. An Automatic Increase Participant shall cease to be an Automatic Increase Participant (1) as provided in Section 2.07 hereof, or (2) if the Participant makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c) (or as it may be increased under Section 2.07(d)), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.
- (i) The term "Beneficiary" means any one or more individuals, partnerships, corporations, fiduciaries or other entities designated as the beneficiary or contingent beneficiary to receive any death benefits payable under this Plan as permitted under the provisions of this Plan.
- (j) The term "Code" shall mean the Internal Revenue Code of 1986, as amended. A reference to any section of the Code shall also be deemed to refer to any successor statutory provision.
- (k) The term "Company" shall mean FCA US LLC and any Affiliated Company which the Committee from time to time may designate by resolution as a subsidiary or affiliate to which, and to all or certain of the Employees of which, this Plan shall be applicable, as mutually agreed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. Any reference in this Plan to FCA US LLC or any Affiliated Company shall include a reference to any predecessor or successor corporation as the context dictates. Prior to December 15, 2014, FCA US LLC was known as "Chrysler Group LLC."
- (I) The term "Company Contributions" shall mean the amounts contributed by the Company to the Trust Fund pursuant to Section 3.02 hereof (including, where applicable, amounts contributed pursuant to Appendix V).
- (m) The term "Company Retirement Contributions" means amounts contributed by the Company to the Trust Fund pursuant to Section 3.02(b) hereof.
- (n) The term "Committee" shall mean the administrator of the Plan as more fully described in Section 7.01 FCA US LLC Employee Benefits Committee or its successor.
- (o) The term "Compensation" shall mean the wages paid by the Employer to a Participant, including overtime pay, bonuses, commissions, differential wage payments (as defined in Code section 3401(h)), fees, and other special compensation, if any, which is paid by the Employer to an Employee during a Plan Year, including for such Plan Year all of a Participant's salary reductions made pursuant to an arrangement maintained by an

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Employer under sections 125, 132(f) or 401(k) of the Code during the Plan Year, but excluding reimbursement for expenses. In addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, Compensation taken into account under the Plan shall not exceed the applicable dollar limit under Code section 401(a)(17)(A) (\$230,000 for the 2008 Plan Year), adjusted for changes in the cost of living as provided in Code section 401(a)(17)(B) (the "401(a)(17) Limit"). For purposes of Pre-Tax Savings and Roth Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to a Deferred Pay Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to a Deferred Pay Agreement. For purposes of After-Tax Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to an After-Tax Savings Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to an After-Tax Savings Agreement. If a Plan Year is shorter than twelve months, the foregoing 401(a)(17) Limit for the short Plan Year shall be multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve.

- (p) The term "Corporate Payroll Department" shall mean, for Participants paid by the central payroll departments of FCA US LLC, such central payroll departments. For other Participants, it shall mean such central payroll department which performs for such Participants functions similar to those performed by the FCA US LLC payroll departments.
- (q) The term "Deferred Pay Agreement" shall mean an agreement between a Participant and the Employer entered into pursuant to Section 2.02 hereof.
- (r) The term "Disability" shall mean, solely for purposes of distribution under this Plan, (1) designation of a Permanent and Total Disability under the FCA US LLC UAW Pension Agreement; or (2) designation of disability by the U.S. Social Security Administration. The Participant shall be required to provide a valid award letter from the U.S. Social Security Administration of such disability.

This designation will be applicable solely for distributions for disabled Participants under this Plan.

- (s) The term "Employee" shall mean each common law employee of the Employer who is employed at an hourly rate of Compensation by the Employer and, effective January 1, 2016, each salaried bargaining unit employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). In addition, the only Employees who are eligible to participate in this Plan are those permitted to participate in accordance with the provisions of Article II.
- (t) The term "Employer" shall mean the Company FCA US LLC and certain of its those subsidiaries and affiliates that adopt the Plan with the approval of the Committee, as set forth in Appendix III.
- (u) The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.
- (v) Effective January 1, 2019, the term "Highly Compensated Employee" shall mean an Employee who: (A) was a 5% owner (as defined in section 416(i) of the Code) at any time during the Plan Year or the preceding Plan Year; or (B) received Earnings (as defined in paragraph (e) of Appendix I hereto) in excess of \$80,000 (as adjusted under section 415(d) of the Code to take into account any cost-of-living adjustment provided for that year) during

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(w) The term "In-Plan Roth Conversion Contribution" means all or any portion of an eligible rollover distribution to a Participant from this Plan (other than from such Participant's Roth Savings Account under the Plan) that (1) pursuant to an election by such Participant (as described by the Committee), is contributed in a qualified Rollover Contribution (within the meaning of Code Section 408A(e)) to a designated Roth Savings Account maintained under the Plan for the benefit of such Participant, (2) is permitted to be distributed under the Code at the time of such contribution even if the amount of the contribution is not otherwise distributable under the terms of the Plan, and (3) is treated (except to the extent of any after-tax contributions) by the Employer as includible in the Participant's income at the time the Participant would have received the amount in cash had the Participant not made the election. Notwithstanding any otherwise conflicting provision herein, a Participant's In-Plan Roth Conversion Contributions shall be accounted for separately under the Plan.

(x) The term "Investment Committee" means the FCA US LLC Pension Investment Committee or its successor.

(y) (w) The term "Named Fiduciary" means the Committee and, with respect to investments made available under the Plan, the Investment Committee.

(Z) (X) The term "Normal Retirement Age" shall mean the 65th birthday of a Participant.

(aa) (y) The term "Participant" shall mean an Employee who has become a Participant in the Plan as provided in Section 2.02 hereof. In addition, if a Participant ceases to be an active Participant for any reason, such Participant thereafter shall be entitled to the same rights as to withdrawals, investment fund transfers, Rollover or Transfer Contributions, and distributions upon severance from employment as active Participants in the Plan.

(bb) The term "Participant's Required Minimum Distribution Age" shall mean (i) age 70½, for any Participant who attains age 70½ prior to January 1, 2020, (ii) age 72, for any Participant who attains age 70½ after December 31, 2019, and age 72 prior to January 1, 2023, (iii) age 73, for any Participant who attains age 72 after December 31, 2022, and age 73 prior to January 1, 2033, and (iv) age 75, for any Participant who attains age 74 after December 31, 2032.

(cc) (z) The term "Plan" shall mean the FCA US LLC UAW Savings Plan (including all Appendices) as set forth herein or in any amendments hereto. The Plan was previously known as the "FCA US LLC Hourly Employees' Deferred Pay Plan."

(dd) (aa) The term "Plan Year" shall mean the calendar year.

(ee) (bb) The term "Pre-Tax Savings" means the amounts of an Employee's Compensation deferred on a pre-tax basis as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement.

(ff) (ec) The term "Pre-Tax Savings Account" means that portion of a Participant's Account under the Plan to which is credited Pre-Tax Savings and the earnings thereon.

(gg)\_(dd) The term "Reemployment Commencement Date" means the first day following a Period of Severance on which an Employee performs an hour of service within the meaning

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(<u>hh</u>) (ee) The term "Roth Savings" means the amounts of an Employee's Compensation deferred as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement that are:

- (1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Pre-Tax Savings the Participant is otherwise eligible to defer under the Plan; and
- (2) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

Unless specifically stated otherwise, Roth Savings shall be treated as Pre-Tax Savings for all purposes under the Plan.

(ii) (ff) The term "Roth Savings Account" means that portion of a Participant's Account under the Plan to which is credited Roth Savings, In-Plan Roth Conversion Contributions and the earnings thereon.

(jj) (gg) The term "Severance Date" means the earlier of (a) the date an Employee retires, dies, quits, or is discharged; or (b) the first anniversary of the date the Employee is absent for any other reason.

(kk) The term "Transfer Contribution" has the meaning set forth in Section 3.05(b).

(II) (hh) The term "Trust Agreement" shall mean the agreement described in Section 7.02 hereof.

(mm) (ii) The term "Trust Fund" shall mean the trust fund described in Section 7.02 hereof.

(nn) (jj) The term "Trustee" shall mean the trustee or trustees appointed pursuant to Section 7.02 hereof.

(oo) (kk) The term "Valuation Date" shall mean any day on which the New York Stock Exchange or any successor to its business is open for trading, or such other date as may be designated by the Committee.

(pp)\_(H)—The term "Years of Service" means, for purposes of determining an Employee's vesting in Company Retirement Contributions, a one-year period of service following the date on which the Employee first performs an hour of service, within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1). An Employee's period of service for this purpose is to be determined using the "elapsed time method" set forth in section 1.410(a)-7(d) of the Treasury Regulations, and shall be equal to his cumulative service for the Company or an Affiliated Company from the date his employment commences to his Severance Date, plus any period away from work required to be credited under the service spanning rule described below.

Under the service spanning rule, if the Employee returns to service and performs an hour of service within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a) (1) within 12 months (24 months in the case of an absence for maternity or paternity reasons) after the first date he stops working for any reason, his period away from work shall be taken into account as a period of service. For example, if an Employee begins an unpaid leave of absence on January 1, then guits on March 1, his Severance Date is March

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(003) Article II 2.01 Eligibility

# ARTICLE II Eligibility, Enrollment and Participation

2.01 Eligibility. Every Employee who (a) is not otherwise actively participating in another cash or deferred arrangement maintained by the Employer and established pursuant to section 401(k) of the Code, and (b) is a member of a collective bargaining unit (provided the Employer has agreed to treat members of such unit as eligible pursuant to an effective collective bargaining agreement), shall be eligible to become a Participant upon commencement of the Employee's employment.

Notwithstanding anything to the contrary, the following individuals shall not be eligible to participate for any purpose under the Plan, regardless of how a court, the Internal Revenue Service or any other governmental agency classifies the person:

- (i) a person who is a leased employee within the meaning of Code section 414(n); that is, one who provides services to the Employer pursuant to an agreement between the Employer and a leasing organization, who has provided such services on a substantially full-time basis for a period of at least one year and whose services are provided under the primary direction and control of the Employer;
- (ii) a person who is classified by the Employer as an independent contractor, as evidenced by failure to withhold taxes from his or her compensation;
- (iii) a person whose compensation for services is paid by the Employer other than through its payroll system, including, but not limited to, those paid through purchase order or accounts payable;
- (iv) a person whose total compensation from the Employer is reflected on a Form 1099, and not a W-2;
- (v) eA person who is an agency employee, i.e., an individual working for a company providing goods or services (including temporary employee services) to the Employer;
- (vi) A person who has agreed in writing to non-participant status under the Plan; and
- (vii) A person included in a collective bargaining unit of employees, unless the Employer has agreed to treat such person as an eligible Employee under the Plan pursuant to an effective collective bargaining agreement.

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## (005) Article II 2.03 Effect of Non-Enrollment

2.03 Effect of Non-Enrollment. An eligible Employee who does not, prior to the first day of a pay periodnext applicable payroll cutoff date for any pay period, enter into a Deferred Pay Agreement or After-Tax Savings Agreement in respect of that pay period shall not be eligible to share in the Company's contribution pursuant to Section 3.02(a) hereof in respect of that pay period, except with respect to nonelective employer contributions made pursuant to Appendix V.

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(010) Article III 3.01 Pre-Tax, Roth and After-Tax Savings

# ARTICLE III Contributions

3.01 Pre-Tax, Roth and After-Tax Savings Elections.

- (a) (i) Regular Pre-Tax Savings and Roth Savings. For any Plan Year, each Participant may elect, pursuant to the Deferred Pay Agreement, to have allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, as applicable, any whole percentage of the Participant's Compensation (including any profit sharing payment from the FCA US LLC Profit Sharing Plan for eligible Represented Employees in the United States) not exceeding, effective January 1, 2020, 100% of the Participant's Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements). Such election will be effective as soon as administratively practicable, but no sooner than the applicable payroll cutoff date for any pay period first day of the payroll period in which the election is received and processed by the Committee (or its designee), or as soon as practicable thereafter. Pre-Tax Savings and Roth Savings shall be allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, respectively, and shall be vested immediately. All such contributions shall be subject to the limitations described in Appendices I and II.
- (ii) Catch-Up Contributions. All Participants who are eligible to make deferral elections under the Plan pursuant to this Section 3.01, and who have attained or will have attained age 50 before the close of the calendar year, shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(12), 401(m)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.
- (b) After-Tax Savings. For any Plan Year, each Participant may elect, pursuant to the After-Tax Savings Agreement, to have the Company deduct on an after-tax basis from the Participant's compensation in each pay period such payroll deductions as he may authorize from time to time, but not more than 10% of the Participant's Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state

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or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements) for that pay period. Such payroll deductions must be whole percentages of the Participant's Compensation. After-Tax Savings contributions shall be subject to the limitations of Appendix I and Appendix II and the Company may limit the amount of such After-Tax Savings if necessary to comply with the requirements of Appendix I or Appendix II. After-Tax Savings made hereunder and earnings thereon will be nonforfeitable at all times. The Company shall pay the amount of such After-Tax Savings contributions into the Trust Fund on behalf of such Participant for each pay period in accordance with an After-Tax Savings Agreement as soon as practicable after the amounts otherwise would have been paid to the Participant. After-Tax Savings shall be allocated to the Participant's After-Tax Savings Account.

- (c) Overall Limitation The sum of (1) the percentage of Compensation deferred pursuant to Section 3.01(a) and (2) the percentage of Compensation saved pursuant to Section 3.01(b) shall not exceed, effective January 1, 2020, 100 percent. Catch-up contributions described in Section 3.01(a)(ii) shall not be taken into account in determining the limitation described in this Section 3.01(c).
- (d) Reemployment After Qualified Military Service. A Participant who is reinstated following a period of qualified military service, as defined in Code section 414(u)(5), may elect to have contributions made to the Plan from such Participant's Compensation paid following such qualified military service that shall be attributable to the period contributions were not otherwise permitted due to such military service. Such additional contributions shall be based on the amount of Compensation that the Participant would have received but for such qualified military service and shall be subject to the provisions of the Plan in effect during the applicable period of qualified military service. Such contributions shall be made during the period beginning upon reemployment following military service and ending at the lesser of (i) five years or (ii) the Participant's period of qualified military service multiplied by three. Such additional contributions shall not be taken into account in the year in which they are made for purposes of any limitation or requirement identified in Code section 414(u)(1); provided, however, that such contributions, when added to contributions previously made, shall not exceed the applicable limits in effect during the period of qualified military service if the Participant had continued to be employed by the Company during such period. The foregoing requirements shall be applied and interpreted in a manner consistent with the requirements of Code section 414(u) and the regulations and other guidance issued thereunder.
- (e) In-Plan Roth Conversion Contributions. A Participant may elect, at the time and in the manner prescribed by the Committee, to roll over any vested portion of his Account in accordance with and to the extent permitted by the provisions of Section 402A(c)(4) of the Code and the guidance issued thereunder. The Plan will, as soon as administratively possible following an In-Plan Roth Conversion Contribution election, accept the In-Plan Roth Conversion Contribution for deposit into the Participant's designated Roth Savings Account under the Plan. As determined by the Committee, an election under this Section 3.01(e) may allow a single In-Plan Roth Conversion Contribution or automatic In-Plan Roth Conversion Contributions for each pay period after the election becomes effective and during the period such election remains in effect. Any amounts rolled over pursuant to this Section 3.01(e) (and applicable earnings) shall be subject to the same distribution restrictions that were applicable to the amount before the rollover and, to the extent comprised of otherwise nondistributable amounts, shall be accounted for under the Plan separately. A Participant's In-Plan Roth Conversion Contribution election hereunder shall become

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irrevocable upon the occurrence of the In-Plan Roth Conversion Contribution made pursuant to such election.

Notwithstanding any otherwise conflicting provision in the Plan, an In-Plan Roth Conversion Contribution is not treated as a distribution for the following purposes:

(1) A Plan loan may not be rolled over in an In-Plan Roth Conversion Contribution under this Section 3.01(e).

(2) The amount rolled over in the conversion continues to be taken into account in determining whether the Participant's benefit exceeds \$5,000 and a notice of the Participant's right to defer receipt of the distribution is not triggered by the In-Plan Roth Conversion Contribution.

(3) A Participant who had a distribution right (such as a right to an immediate distribution of the amount rolled over) prior to the rollover cannot have this right eliminated through an In-Plan Roth Conversion Contribution.

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# (013) Article III 3.04 Investment of Contributions

## 3.04 Investment of Contributions.

- (a) All amounts credited to the Account of a Participant shall be invested only as directed by the Participant in one or more investment options that shall be provided through a contract or contracts, approved by the <a href="Investment">Investment</a> Committee, between the Trustee and insurance companies or other financial service companies. The <a href="Investment">Investment</a> Committee reserves the right to change the investment options under the Plan. The <a href="Investment">Investment</a> Committee shall satisfy itself that reasonable rules have been established governing the Participant's choice among the available investment options, the transfer of funds among options at the Participant's direction, the valuation of accounts, and the allocation of earnings and investment gains and losses among the Accounts. Notwithstanding the foregoing, if a Participant fails to designate any investment option or options for the investment of his Account, the Participant shall be deemed to have elected to invest such amounts in the default investment option designated by the <a href="Investment">Investment</a> Committee, subject to any further re-direction of such amounts.
- (b) The Plan is intended to constitute a plan described in ERISA section 404(c). To the extent that a Participant exercises control over the assets in his Account, as determined under regulations prescribed by the Secretary of Labor, neither the Employer, the Committee, the Investment Committee, the Trustee nor any other fiduciary shall be liable for any loss which results from such Participant's exercise of control. The Trustee, the Committee, the Investment Committee and the Employer or their designees shall provide information to Participants consistent with ERISA section 404(c) and the regulations and other guidance issued thereunder.

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# (014) Article III 3.05 Rollover and Transfer Contributions

- 3.05 Rollover and Transfer Contributions. A Participant may make a Rollover or Transfer Contribution to the Plan as described in this Section.
- (a) Rollover Contributions. A Participant may make a Rollover Contribution to the Plan. The Trustee shall credit the amount of any Rollover Contribution to the Participant's Rollover Contribution Account, in accordance with the Participant's designation, as of the date the Rollover Contribution is received. Any such Rollover Contributions shall be made pursuant to procedures established by the Committee. The term Rollover Contribution means the contribution of an eligible rollover distribution to the Trustee by the Participant on or before the sixtieth (60th) day immediately following the day the contributing Participant receives the eligible rollover distribution or a contribution of an eligible rollover distribution to the Trustee by the Participant or the trustee of another eligible retirement plan in the form of a direct rollover. The terms "eligible rollover contribution" and "direct rollover" shall be determined in accordance with the requirements of Code section 401(a)(31) and 402(c) and the guidance issued thereunder. The Participant shall furnish evidence satisfactory to the Committee that the applicable requirements of the Code with respect to eligible rollover distributions and direct rollovers have been met. The Committee may permit a Rollover Contribution by a Participant to such Participant's Roth Savings Account only if such Rollover Contribution is from an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (b) Transfer Contributions. Subject to the direction of the Committee in its sole discretion, the Trustee shall accept a direct trust-to-trust transfer of assets from the trustee of any other tax-qualified plan described in section 401(a) of the Code (a "Transfer Contribution"). The Trustee shall credit the amount of any Transfer Contribution to the Participant's Account as of the date the Transfer Contribution is received. Any such Transfer Contributions shall be made pursuant to procedures established by the Committee. Solely if and to the extent required by Code section 411(d)(6) and the regulations and other guidance issued thereunder, with respect to any Transfer Contribution, any optional form of benefit (including the form and timing of such benefit) shall be preserved in this Plan and set forth in an appropriate amendment to this Plan.
- (c) Once accepted by the Trustee, an amount rolled over or transferred pursuant to this Section shall be credited to the Participant's Rollover Contribution Account or Transfer Contribution Account, as applicable, and invested in the Plan's investment options in accordance with the Participant's directions for such amounts; provided, however, if a

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Participant has failed to designate the investment option or options for the investment of his Account as of the time such funds are accepted by the Trustee, the Participant shall be deemed to have elected to invest such amounts in the default investment option designated by the <a href="Investment">Investment</a> Committee, subject to the Participant's ability to re-direct the investment of such amounts in accordance with Section 3.04. Thereafter, unless otherwise specifically provided herein, such rolled over or transferred amounts shall be treated as all other contributions for purposes of distributions under Article IV, for purposes of loans under Article VI, and for purposes of investments under this Article. The limitations of Appendices I and II shall not apply to Rollover or Transfer Contributions. All Rollover and Transfer Contributions shall be made in cash and shall be fully vested. In no event will after-tax employee contributions, other than Roth elective deferral contributions, from any plan or individual retirement account be accepted as part of a Rollover or Transfer Contribution.

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# (018) Article IV 4.01 Termination of Employment by Retirement

# ARTICLE IV

# 4.01 Termination of Employment by Retirement.

- (a) If the employment of a Participant terminates by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date he attains age 70½ the Participant's Required Minimum Distribution Age. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains age 70½ the Participant's Required Minimum Distribution Age.
- (b) The Committee shall direct the Trustee to distribute the full or partial value of the Participant's Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic method prescribed by the Committee, and a new election may be made thereafter. If a Participant dies after termination of employment by retirement and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

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# (021) Article IV 4.04 Other Termination of Employment

## 4.04 Other Termination of Employment

- (a) If the employment of a Participant terminates for any reason other than death or by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date he attains ege 70½ the Participant's Required Minimum Distribution Age. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains ege 70½ the Participant's Required Minimum Distribution Age.
- (b) The Committee shall direct the Trustee to distribute the full or partial value of the Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic method prescribed by the Committee, prior to the date of termination of employment and a new election may be made thereafter. If a Participant dies after termination of employment and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.
- (c) Notwithstanding the foregoing, if the net value of the Participant's Account does not exceed \$1,000, as of the most recent Valuation Date coinciding with or immediately following the Participant's termination, distribution shall be made in a single sum as soon as practicable after such Valuation Date in accordance with the Trustee's processing rules. If the net nonforfeitable value of the Participant's Account exceeds \$1,000 (including Rollover Contributions) but is less than or equal to \$5,000 (excluding Rollover Contributions) as of the most recent Valuation Date coinciding with or immediately following the Participant's termination, and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover in accordance with Section 4.12 hereof or to receive the distribution directly, then the Committee shall pay such distribution in a direct rollover to an individual retirement plan designated by the Committee. Any such direct rollover to an individual retirement plan designated by the Committee shall be made in accordance with procedures established by the Committee as soon as practicable after the Valuation Date coinciding with or immediately following the Participant's termination.

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## (026) Article IV 4.09 Latest Commencement of Distributions

#### 4.09 Latest Commencement of Distributions.

- (a) Unless a Participant otherwise elects, commencement of distributions will begin not later than the 60th day after the latest of the close of the Plan Year in which occurs:
  - (1) the date on which a Participant attains Normal Retirement Age;
  - (2) the 10th anniversary of the year in which a Participant commenced participation under the Plan; or
  - (3) the date the Participant terminates his service with the Employer.

Unless a Participant affirmatively elects to receive a distribution beforehand, the Participant will be deemed to have elected to defer the commencement of distributions to the required commencement date set forth in subsection (b).

- (b) Required Minimum Distributions. Anything herein to the contrary notwithstanding, distributions under the Plan must comply with the requirements of section 401(a)(9) of the Code and the Treasury regulations thereunder. The entire interest of a Participant:
  - (1) Must be distributed in accordance with Code section 401(a)(9) and the regulations and other guidance thereunder and shall be paid or commence to be paid no later than April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 the Participant's Required Minimum Distribution Age or terminates employment; provided, however, that for Participants who are 5% owners (within the meaning of the Code section 416(i)), distributions shall commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 701/2 the Participant's Required Minimum Distribution Age.
  - (2) Must be distributed in accordance with Treasury regulations over a period not extending beyond the life expectancy of such Participant or the joint life expectancies of such Participant and his Beneficiary.

Furthermore, any required distribution hereunder shall satisfy the incidental death benefits requirements under section 401(a)(9)(G) of the Code. Additionally, the life

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expectancies of the Participant and his spousal beneficiary shall be recalculated annually for the purpose of determining the required distribution.

Where the Participant dies before his entire interest is distributed to him, the remaining portion of such interest will be distributed to his Beneficiary in accordance with Section 4.02.

(3) Notwithstanding the provisions of paragraphs (1) and (2) above, if required minimum distributions have begun to be paid to any active or former Employees who have attained age 70<sup>1</sup>/<sub>2</sub> prior to January 1, 2020 (and on or after January 1, 1997), distributions shall be continued in accordance with the provisions of the Plan and the Code as in effect prior to January 1, 2020.

(3)(4) Notwithstanding the provisions of paragraphs (1) and (2) above, if distributions have begun to be paid to any active Employees who have attained age 70½ prior to January 1, 1997, distributions shall be continued in accordance with the provisions of the Plan and the Code as in effect prior to January 1, 1997 unless any such active Employees elect in a timely manner to have such distributions suspended until after termination of employment, effective beginning with distributions that would otherwise be required to be made for the 1997 calendar year.

(4)(5) With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final regulations under section 401(a)(9), notwithstanding any provisions of the Plan to the contrary.

(6) Notwithstanding anything in this Section 4.09(b) to the contrary, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 but has not as of April 16, 2020, taken the required minimum distribution will not receive those distributions in 2020 unless the Participant or Beneficiary elects to receive such distributions. For purposes of applying Section 4.09(b) for calendar years after 2020, the required beginning date with respect to any Participant shall be determined without regard to this Section 4.09(b)(6).

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## (036) Article VI 6.05 Terms of Loans

#### 6.05 Terms of Loan.

- (a) A loan shall be secured by a lien on the Eligible Borrower's interest in the Plan, to the maximum extent permitted by the relevant provisions of the Code, ERISA, and any regulations or other guidance issued thereunder.
- (b) The interest rate on a loan shall be a reasonable rate of interest established by the Committee or its duly authorized delegate on the date that the loan is approved by the Committee (or its delegate).
- (c) Subject to Section 6.06, the principal amount and interest on a loan shall be repaid no less frequently than quarterly by level payroll deductions during each payroll period in which the loan is outstanding; provided, however, that a Participant who is not on the active payroll may continue to repay the principal and interest of his or her loan by check or money order. The loan's repayment period shall not extend beyond five years (60 months) from the date the loan is made (except in the case of a loan used to acquire any dwelling unit which within a reasonable time is to be used as the principal residence of the Participant, in which case the loan's repayment period shall not extend beyond ten years (120 months)). This level amortization requirement will not apply for a period, not longer than one year (or such longer period as may apply under Section 6.08), that a Participant is on a bona fide leave of absence, either without pay from the Employer or at a rate of pay (after income and employment tax withholding) that is less than the amount of the installment payments required under the terms of the loan. However, the loan (including interest that accrues during the leave of absence) must be repaid by the five-year loan maturity deadline specified above (or ten-year loan maturity date applicable to principal residence loans), and the amount of the installments due after the leave ends (or, if earlier, after the first anniversary of the leave or such longer period as may apply under Section 6.08) must not be less than the amount requested required under the terms of the original loan.
- (d) Each loan shall be evidenced by a promissory note, evidencing the Eligible Borrower's obligation to repay the borrowed amount to the Plan, in such form and with such provisions consistent with this Article VI as are acceptable to the Trustee. All promissory notes shall be deposited with the Trustee.

(e) Under the terms of the loan agreement, a Committee representative may determine a loan to be in default, and may take such actions upon default, in accordance with ParagraphSection 6.07.

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(f) If an Eligible Borrower is transferred from employment with the Employer to employment with an Affiliated Company or another entity affiliated with the Employer as the Committee in its discretion may determine, he shall not be treated as having terminated employment and the Committee shall make arrangements for the loan to be repaid in accordance with the loan agreement. For this purpose, the Committee may, but is not required to, authorize the transfer of the loan to a qualified plan maintained by such Affiliated Company or other affiliated entity. In the absence of such arrangements, the loan shall be deemed to be in default, and shall be subject to the provisions of Paragraph Section 6.07.

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# (041) Article VII 7.01 Appointment of the Committee

# ARTICLE VII Administration of the Plan

7.01 Appointment of the Committee. The Except as otherwise provided in Section 7.02, the administration of the Plan, as provided herein, including the payment of all benefits to Participants or their Beneficiaries, shall be the responsibility of the FCA US LLC Employee Benefits Committee. The Committee shall have the exclusive authority:

- (a) to, subject to the provisions of Section 7.057.06, construe and interpret the provisions of the Plan and to make factual determinations thereunder, including the power to determine the rights or eligibility under the Plan of Employees, Participants, or any other persons, and the amounts of their benefits (if any) under the Plan.—In this regard, benefits under the Plan will be paid only if the Committee decides in its discretion, subject to any appeal under Section 7.057.06, that the applicant is entitled to them pursuant to the Plan's terms;
- (b) to, subject to the provisions of Section 7.057.06, remedy ambiguities, inconsistencies or omissions, and such determinations by the Committee shall be binding on all parties;
- (c) to adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan and Trust Agreement;
- (d) to enforce the Plan in accordance with the terms of the Plan and in accordance with the rules and regulations the Committee has adopted;
- (e) to direct the Trustee with respect to payments or distributions from the Trust in accordance with the provisions of the Plan;
- (f) to furnish the Employers with such information as may be required by them for tax or other purposes in connection with the Plan; and
- (g) to employ agents, attorneys, accountants, actuaries or other persons (who also may be employed by the Employers) and to allocate or delegate to them such powers, rights and duties as the Committee may consider necessary or advisable to properly carry out administration of the Plan, provided that such allocation or

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delegation and the acceptance thereof by such agents, attorneys, accountants, actuaries or other persons, shall be in writing.

The Committee, in its discretion, may authorize Participants to make various requests for information, elections and other transactions under the Plan through the use of one or more of the following methods: (a) written communications, (b) telephonic, automated voice response system, (c) computer network, or (d) any other method designated by the Committee.

Neither the Employee Benefits Committee nor any of its members shall be liable to the Company or to any Employee or to any beneficiary of any Employee on account of any act done or omitted by the Employee Benefits Committee acting in good faith in the performance of its fiduciary and non-fiduciary duties under the Plan. The Company shall defray all expenses of the Employee Benefits Committee.

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(042) Article VII 7.02 Trustee

7.027.03 Trustee. All contributions to the Plan shall be paid into and all benefits herein provided for shall be paid from a Trust Fund established by agreement between FCA US LLC and a bank or trust company appointed as Trustee by the Committee, which shall be in such form and contain such provisions as FCA US LLC may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of FCA US LLC to amend the Trust Agreement and the authority of FCA US LLC to settle the account of the Trustee on behalf of all persons having an interest in the Trust Fund. When entered into, the Trust Agreement shall be taken to form a part of this Plan and all rights and benefits that may accrue to any person under this Plan shall be subject to all the terms and provisions of the Trust Agreement. The Investment Committee shall make arrangements for the Trustee to enter into a contract or contracts with one or more insurance companies or other financial service companies to provide various investment options for Participants. The Trustee shall transfer the amounts credited to each Participant's Account, as provided in Article III, to the appropriate insurance company and/or financial service company for investment as directed by the Participant.

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## (043) Article VII 7.03 Named Fiduciaries

7.037.04 Named Fiduciaries. The Committee shall be a Named Fiduciary under the Plan, and with respect to investment matters, the Investment Committee shall also be a Named Fiduciary.

- (a) A Named Fiduciary under the Plan may designate persons to carry out the fiduciary responsibilities under the Plan of the Named Fiduciary making such designation.
  - (b) Any designation set forth in Subsection (a) above shall be set forth in writing.
- (c) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- (d) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Subsection (a) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

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#### (044) Article VII 7.04 Fees and Expenses

7.047.05 Fees and Expenses. All the Trustee's compensation for its services as trustee, as agreed to by the Company and the Trustee, and all expenses of administration of the Trust Fund and the trust agreement, shall be paid by the Plan, unless otherwise paid by the Company.

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### (045) Article VII 7.05 Claims and Appeals Procedure

#### 7.057.06 Claims and Appeals Procedure

- (a) The Committee shall prescribe a form or such alternate procedure for the presentation of claims under the Plan as it may determine is permitted under applicable law.
- (b) Upon presentation to the Committee of a claim, the Committee shall make a determination of the validity thereof. If the determination is adverse to the claimant, the Committee shall furnish to the claimant within a reasonable period of time after the receipt of the claim a notice setting forth the following:
  - (i) The specific reason or reasons for the denial;
- (ii) Specific reference to pertinent provisions of the Plan on which the denial is based;
- (iii) A description of any material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
  - (iv) An explanation of the Plan's claim review procedure.
- (c) If a claim is denied, the claimant may appeal such denial to the Board of Administration, as established pursuant to Section (19), Board of Administration, of the FCA US LLC UAW Pension Agreement, and pursuant to the procedures set forth below, for a review of the adverse determination.

The claimant's request for review must be made in writing to the Board of Administration or its designee within 60 days after receipt by the claimant of the notification required under subsection (b) above. The claimant or his duly authorized representative may submit issues and comments in writing for consideration by the Board of Administration in its review.

(d) A decision on a request for review shall be made by the Board of Administration not later than 60 days after receipt of the request; provided, however, that if special circumstances arise, as determined by the Board of Administration in its sole discretion, such decision shall be made not later than 120 days after receipt of such request. The Board of Administration's decision on review shall state in writing the specific reasons and

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references to this Plan provisions on which it is based. Subject to any rights to remedies accorded by applicable law, the final decision of the Board of Administration shall be conclusive and binding upon the Company, the claimant and all other persons interested in the claim.

- (e) The Committee will adopt additional claims procedures with respect to claims involving disability determinations under the Plan in accordance with applicable Department of Labor regulations.
- (f) The Committee may allocate its responsibilities among its several members, except that all matters regarding (a) or (b), above, shall be made by the full Committee or its designee. No member of the Committee or the Board of Administration shall participate in any matter relating solely to himself.
- (g) A claimant may not bring a civil action contesting the Board of Administration's denial of a benefit claim on review more than 24 months following the date of the Board of Administration's denial of such benefit claim on review. If a court determines that this provision allows an unreasonably short period of time to bring a civil action, then the court shall enforce this provision as far as possible and declare the civil action barred unless it was started within the minimum reasonable time that the action should have been started.

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(046) Article VIII 8.01 Amendment

## ARTICLE VIII Amendment and Termination

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(058) Appendix III - Participating Employers

# Appendix III PARTICIPATING EMPLOYERS

The following subsidiaries and affiliates of FCA US LLC have adopted the Plan and become are participating employers under the Plan pursuant to the approval of the Committee:

- 1. FCA International Operations LLC
- 2. FCA International Services LLC
- 3. FGA Realty LLG
- 14. FCA Transport LLC
- 25. Global Engine Manufacturing Alliance LLC GEMA (until January 1, 2016 when it was merged into FCA US LLC)

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(060) Appendix V - Special Provisions Applicable to Certain UAW-Represented Employees

# Appendix V SUPPLEMENTAL AGREEMENT SPECIAL PROVISIONS APPLICABLE TO CERTAIN UAW-REPRESENTED EMPLOYEES

Notwithstanding any other provision of the Plan to the contrary, the provisions of the Supplemental Agreement, Exhibit GAppendix V shall apply to those certain eligible Employees, as designated in Exhibit GAppendix V. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

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# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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#### Exhibit D

#### New Understanding on PILV and SUB Benefits

September xx, 2023

(N-xx) New Understanding on PILV and SUB Benefits

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these Negotiations the Union and Company discussed Pay in Lieu of Vacation payments and eligibility for a SUB Benefit. The Union expressed concerns regarding employees that are denied a SUB Benefit if an employee requests a vacation payment in the KIOSK for the same benefit week that there is a layoff.

Historically, the understanding for denial of a SUB Benefit under the above circumstances was that Article II, Amount of Benefits, Section (3) exclusion of payment in lieu of vacation was in reference to excluding only lump sum payment in lieu of vacation at the beginning or at the end of a vacation year.

The Union and Company have reached a new understanding that employees are currently able to select payment in lieu of vacation at any time during the vacation period, in any amounts, and that vacation payments shall also be considered as exclusions to the SUB calculation per Article II, Amount of Benefits, Section (3).

Very truly yours, FCA US LLC By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Rich Boyer

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#### Exhibit D

### (001) ARTICLE I - Eligibility for Benefits

#### 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 December 16, 2019 September XX, 2023, 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; and
- (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; or
  - (ii) exhaustion of his State System Benefit rights; or
- (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; or
- (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

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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; or

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

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- (d) had at least 1 year of Seniority 90 days of seniority as of his last day worked prior to qualifying layoff or a Full-Time Supplemental Employee under M-16 had at least 90 days of service as of his last day worked prior to a qualifying layoff (excluding indefinite layoff); and
- (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); and
- (f) was not eligible for an Automatic Short Week Benefit; and
- (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 <del>December 16</del>, <u>September, XX, 2023 2019</u>, 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, 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; and
- \*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 <u>90 days</u> <del>1 year</del> of Seniority as of the last day of the week (or during some part of such week he had at least <u>90 days</u> <del>1 year</del> of Seniority and broke Seniority by reason of death or of retirement under the provisions of any Company pension or retirement benefit plan) or had at least <u>90 days of service as a full-time supplemental employee</u>; and

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- (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 the following conditions are met:
  - (1) such layoff was from the Bargaining Unit; and
  - (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, or
  - (ii) any fault attributable to the Employee, or
- (iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith), or
  - (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; and
- (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

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Bargaining Agreement, or of other available work as defined in the Collective Bargaining Agreement at another Plant in the same Labor Market Area; and

- (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 December 16, 2019 September XX, 2023 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 September XX, 2023 December 16, 2019.
- (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.

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### (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.

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#### Exhibit D

#### (002) ARTICLE II - Amount of Benefits

## Article II AMOUNT OF 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 1);

Base Hourly Wage	Regular Benefit Table - Hourly Regular SUBenefit*	
Under \$14.3020.90	\$618,64423.28	
<del>\$14.31 - \$14.50</del>	\$423.58 - \$429.20	
<del>\$14.51 - \$14.70</del>	\$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	
<del>\$16.91 - \$17.10</del>	\$500.54 \$506.16	
\$17 <del>.11 - \$17.30</del>	\$506.46 - \$512.08	
<del>\$17.31 - \$17.50</del>	\$512.38 - \$518.00	

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\$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	A Committee of the Comm	a to the same of t
		\$541.98	\$547.60
\$18.51		\$547.90	<del>\$553.52</del>
\$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			
		\$577.50	\$583.12
<del>\$19.71</del> -	\$19.90	\$583.42	\$589.04
<del>\$19.91</del>	\$20.10	\$589.34	\$594.96
\$20.11	\$20.30	\$595,26	\$600.88
\$20.31	\$20.50	\$601.18	\$606.80
\$20.51		\$607.10	\$612.72
\$20,71			
		\$613.02	\$618.64
\$20.91 -		\$618.94	
\$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 -	
		A STATE OF THE PARTY OF THE PAR	\$654.16
\$22.11 -	\$22,30	\$654.46 -	\$660.08
\$22.31 -	\$22.50	\$660.38 -	\$666.00
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\$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
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\$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
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\$28.31 -	\$28.50	\$837.98 -	\$843.60
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\$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		\$950.16
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\$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 -	
\$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 -	
\$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 -	\$37.70	\$1,110.30 -	\$1,115.92
<u>\$37.71 - </u>	\$37.90	<u>\$1,116.22 -</u>	<u>\$1,121.84</u>
\$37.91 -	\$38.10	\$1,122.14 -	<u>\$1,127.76</u>
<u>\$38.11 -</u>	\$38.30	\$ <u>1,128.06</u> -	<b>\$1,133.68</b>
\$38.31 -	\$38.50	<u>\$1,133.98 -</u>	\$1,139,60
\$38.51 -	\$38.70	<u>\$1,139.90 -</u>	<u>\$1,145.52</u>
\$38.71 -	\$38.90	\$1,145.82 -	<u>\$1,151.44</u>
\$38,91 -	\$39.10	\$1,151.74 -	\$1,157.36
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\$39.11 -	\$39.30	\$1,157.66 -	<u>\$1,163.28</u>
\$39.31 -	\$39.50	<u>\$1,163.58 -</u>	<u>\$1,169.20</u>
\$39.51 -	\$39.70	<u>\$1,169.50 -</u>	<u>\$1,175.12</u>
\$39.71 -	\$39.90	\$1,175.42 -	<u>\$1,181.04</u>
\$39.91 -	\$40.10	<u>\$1,181.34 -</u>	<u>\$1,186.96</u>
\$40.11 -	\$40.30	\$1,187.26 -	\$1,192.88
\$40.31 -	\$40.50	\$1,193.18 -	\$1,198,80
\$40,51 -	\$40.70	\$1,199.10 -	\$1,204.72
\$40.71 -	\$40.90	\$1,205,02 -	\$1,210,64
\$40.91 -	\$41.10	\$1,210.94 -	\$1,216.56
\$41.11 -	\$41,30	\$1,216.86 -	\$1,222.48
\$41.31 -	\$41.50	\$1,222.78 -	\$1,228.40
\$41.51 -	\$41.70	\$1,228.70 -	\$1,234.32
\$41.71 -	\$41.90	\$1,234.62 -	\$1,240.24 \$1,246.46
\$41.91 -	\$42.10	\$1,240.54 -	\$1,246.16
\$42.11 -	\$42.30	\$1,246.46 -	\$1,252.08
\$42.31 -	\$42.50	\$1,252,38 -	<u>\$1,258.00</u>
\$42.51 -	\$42.70	<u>\$1,258.30 -</u>	<u>\$1,263.92</u>
\$42.71 -	\$42.90	\$1,264.22 -	<u>\$1,269.84</u>
\$42.91 -	\$43.10	\$1,270.14 -	\$1, <u>275.76</u>
\$43.11 -	\$43.30	\$1,276.06 -	<b>\$1,281.68</b>
\$43.31 -	\$43,50	\$1,281,98 -	\$1,287.60
\$43.51 -	\$43.70	\$1,287.90 -	\$1,293.52
\$43.71 -	\$43.90	\$1,293.82 -	\$1,299.44
\$43,91 -	\$44.10	\$1,299.74 -	\$1,305,36
\$44.11 -	\$44.30	\$1,305.66 -	\$1,311.28
\$44.31 -	\$44.50	\$1,311.58 -	\$1,317.20
\$44.51 -	\$44.70	\$1,317.50 -	\$1,323.12
\$44.71 -	\$44.90	\$1,323.42 -	\$1,329.04
	The state of the s		\$1,334.96
	\$45.10	\$1,329.34 -	
\$45.11 -	\$45.30	\$1,335,26 -	<u>\$1,340.88</u>
\$45.31 -	\$45.50	<u>\$1,341,18 -</u>	\$1,346.80
\$45.51 -	\$45.70	\$1,347.10 -	\$1,352.72
\$45.71 -	\$45.90	\$1,353,02 -	<u>\$1,358.64</u>
\$45.91 -	\$46.10	<u>\$1,358.94 -</u>	\$1,364.56
<u>\$46.11 -</u>	\$46.30	<u>\$1,364.86 -</u>	<u>\$1,370.48</u>
\$46.31 -	\$46.50	\$1,370.78 -	<u>\$1,376.40</u>
\$46.51 -	\$46.70	\$1,376.70 -	\$ <u>1,382.32</u>
\$46.71 -	\$46.90	\$1,382.62 -	\$1,388.24
\$46.91 -	\$47.10	\$1,388.54 -	\$1,394.16
\$47.11 -	\$47.30	\$1,394,46 -	\$1,400.08
\$47.31 -	\$47.50	\$1,400.38 -	\$1,406.00
\$47.51 -	\$47.70	\$1,406.30 -	\$1,411.92
\$47.71 -	\$47.90	\$1,412.22 -	\$1,417.84
\$47.91 -	\$48.10	\$1,418.14 -	\$1,423.76
\$48.11 -	\$48.30	\$1,424.06 -	\$1,429.68
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\$48.91 -	\$49.10	\$1,447.74 -	\$1,453.36
\$49.11 -	\$49.30	<u>\$1,453.66 -</u>	<u>\$1,459.28</u>
\$49.31 -	\$49.50	<u>\$1,459.58</u> -	<u>\$1,465.20</u>
\$49.51 -	\$49.70	<u>\$1,465.50</u> -	\$1, <u>471.12</u>
\$49.71 -	\$49.90	<u> \$1,471.42 - </u>	<u>\$1,477.04</u>

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\$49.91 -	\$50.10		\$1,482.96
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\$50.71 -	\$50.90	<u>\$1,501.02</u> -	\$1,506.64
<u>\$50.91 -</u>	\$51,10	\$1,506.94 -	\$1,512.56
\$51.11 -	\$51.30	\$1,512.86 -	\$1,518.48
\$51.31 -	\$51,50	\$1,518.78 -	\$1,524.40
\$51.51 -	\$51.70	\$1,524.70 -	\$1,530.32
\$51.71 -	\$51.90	\$1,530,62 -	\$1,536,24
\$51.91 -	\$52.10	\$1,536,54 -	\$1,542.16
\$52.11 -	\$52.30	\$1,542.46 -	
\$52.31 -	\$52.50		\$1,548.08
\$52.51 - \$52.51		\$1,548.38 -	<u>\$1,554.00</u>
\$52.51 -	\$52.70	\$1,554.30 -	<u>\$1,559.92</u>
\$52.71 -	\$52.90	\$1,560.22 -	
\$52.91 -	\$53.10	<u>\$1,566.14 -</u>	<u>\$1,571.76</u>
<u>\$53,11 -</u>	\$53.30	<u>\$1,572.06 -</u>	<b>\$1,577.68</b>
\$53.31 -	\$53,50	<u>\$1,577.98</u> -	\$1,583.60
\$53.51 -	\$53,70	<b>\$1,583.90</b> -	\$1,589.52
\$53.71 -	\$53.90	\$1,589.82 -	\$1,595.44
\$53.91 -	\$54.10	\$1,595.74 -	
\$54.11 -	\$54.30	\$1,601,66 -	\$1,607.28
\$54.31 -	\$54.50	\$1,607.58 -	\$1,613,20
\$54.51 -	\$54,70	\$1,613.50 -	\$1,619.12
\$54.71 -	\$54.90	\$1,619.42 -	\$1,625.04
\$54.91 -	\$55.10		
\$55.11 -			\$1,630.96
	\$55.30	\$1,631.26 -	\$1,636,88
\$55.31 -	\$55.50	\$1,637.18 -	<u>\$1,642.80</u>
<u>\$55.51 -</u>	\$55.70	\$1,643.10 -	\$1,648.72
\$55.71 -	\$55,90	\$1,649.02 -	<u>\$1,654.64</u>
\$55.91 -	\$56.10	<u>\$1,654.94</u> -	<u>\$1,660.56</u>
<u>\$56.11 -</u>	\$56,30	<u>\$1,660.86 -</u>	\$1,666.48
\$56,31 -	\$56.50	<u>\$1,666.78</u> -	<u>\$1,672.40</u>
<u>\$56.51 -</u>	\$56.70	\$1,672.70 -	\$1,678.32
\$56,71 -	\$56,90	\$1,678.62 -	\$1,684.24
\$56.91 -	\$57.10	\$1,684.54 -	
\$57.11 -	\$57.30	\$1,690.46 -	\$1,696.08
\$57.31 -	\$57.50	\$1,696,38 -	\$1,702.00
\$57.51 -	\$57.70	\$1,702.30 -	\$1,707.92
\$57.71 -	\$57.90	\$1,708.22 -	
\$57.91 -	\$58,10		\$1,713.84 \$1,710.76
	Control of the Contro		\$1,719.76
	\$58.30	\$1,720.06 -	\$1,725.68
\$58.31 -	\$58.50	<u>\$1,725.98 -</u>	<u>\$1,731.60</u>
\$58.51 -	\$58,70	\$1,731.90 -	<u>\$1,737.52</u>
\$58.71 -	\$58.90	\$1,737.82 -	<u>\$1,743.44</u>
\$58.91 -	\$59.10	<u>\$1,743.74 -</u>	<u>\$1,749.36</u>
\$59.11 -	\$59.30	<u>\$1,749.66 -</u>	\$1,755.28
\$59.31 -	\$59,50	<u>\$1,755.58</u> -	\$1,761.20
\$59.51 -	\$59.70	\$1,761.50 -	\$1,767.12
\$59.71 -	\$59.90	\$1,767.42 -	\$1,773,04
\$59.91 -	\$60.10	\$1,773.34 -	\$1,778.96
\$60.11 -	\$60.30	\$1,779.26 -	\$1,784,88
\$60.31 -	\$60.50	\$1,785.18 -	\$1,790,80
\$60.51 -	\$60.70	\$1,791.10 -	\$1,796.72
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\$60.71 -	\$60.90	<u>\$1,797.02 -</u>	<u>\$1,802.64</u>
\$60.91 -	\$61.10	\$1,802.94 -	\$1,808.56
\$61.11 -	\$61.30	\$1.808.86 -	\$1,814,48
\$61.31 -	\$61.50	\$1,814.78 -	
\$61.51 -	\$61.70	\$1,820.70 -	
\$61.71 -		\$1.826.62 -	
\$61.91 -	\$62.10	\$1,832.54 -	
\$62.11 -		\$1.838.46 -	
\$62.31 -		\$1,844.38 -	\$1,850.00
\$62.51 -		\$1.850.30 -	
\$62.71 -		\$1,856.22 -	\$1,861.84
\$62.91 -	\$63.10		\$1,867,76
\$63.11 -	\$63.30	\$1,868.06 -	\$1,873.68
\$63,31 -	\$63.50	\$1,873,98 -	\$1,879.60
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\$63.71 -		\$1,885.82 -	\$1,891,44
\$63.91 -	\$64.10	\$1,891.74 -	\$1,897.36
\$64.11 -	\$64.30	\$1,897.66 -	\$1,903.28
\$64.31 -	\$64.50	\$1,903.58 -	\$1,909.20
\$64.51 -	\$64.70	\$1,909.50 -	\$1,915.12
\$64.71 -	\$64.90	\$1,915,42 -	\$1,921.04
\$64.91 -	\$65.10	\$1,921.34 -	\$1,926.96
\$65.11 -	\$65,30	\$1,927.26 -	\$1,932,88
\$65.31 -	\$65.50	\$1,933.18 -	\$1,938.80
\$65.51 -	The second secon	\$1,939.10 -	\$1,944.72
\$65.71 -		\$1,945.02 -	

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

Benefit

Table -Salary

**Base Weekly Salary** Regular **SUB Benefit** 

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

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\$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 - \$1,708.00	\$1,226.92 - \$1,263.92
\$1,709.00 - \$1,759.00	\$1,264.66 - \$1,301.66
\$1,760.00 - \$1,810.00	\$1,302.40 - \$1,339.40
\$1,811.00 - \$1,861.00	\$1,340.14 - \$1,377.14
\$1,862.00 - \$1,912.00	\$1,377.88 - \$1,414.88
\$1,913.00 - \$1,963.00	\$1,415.62 - \$1,452.62
\$1,964.00 - \$2,014.00	\$1,453.36 - \$1,490.36
\$2,015.00 - \$2,065.00	\$1,491.10 - \$1,528,10
\$2,066,00 - \$2,116.00	\$1,528.84 - \$1,565.84
	-\$1,658.00 & over

(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 <u>September XX, 2023December 16, 2019</u>, 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.

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#### (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

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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 Company; 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 over-payment 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 Company shall arrange to reimburse the Company 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 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 Company.
- (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,

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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 Company.

#### (5) Withholding Tax

The Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by 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 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 Company, 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

Benefits shall be payable by the Company.

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#### Exhibit D

#### (003) ARTICLE III - Duration of Benefits

#### Article III **DURATION OF BENEFITS**

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

An employee with 90 days one or more Years of Continuous Service, hired before October 29, 2007 and at work on or after December 16, 2019 September, XX 2023 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\*) with 90 days of seniority as of their last day worked prior to the qualifying layoff shall be eligible to receive SUB Benefits for a maximum of twelve (12) months. Full Time Supplemental employees are not eligible for SUB Benefits related to an Indefinite Layoff.
- (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\*):

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Seniority eEmployees with 90 days of service as of their last day worked and placed 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.

Full Time Supplemental employees shall be eligible for SUB Benefits while on a Non-Qualified Temporary Layoff as defined in Section (58) Layoff Definitions (a) Temporary Layoff which means a reduction in the working force for a definite period of time such as lost time resulting from a part shortage, supplier issues or mechanical breakdown of equipment.

 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 90 days of seniority as of their last day worked prior to the qualifying layoff Years of Continuous Service, hired before October 29, 2007 and at work on or after December 16, 2019 September XX, 2023 and who exhausts his or her maximum entitlement for a Supplemental Unemployment Benefit (as per (1) above) shall be eligible for twelve (12) months of 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. Full Time Supplemental employees are not eligible for Transitional Assistance Benefits.

- (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 be 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.

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#### 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.

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#### Exhibit E

#### (001) Exhibit E - Relocation Allowance Plan

## EXHIBIT E RELOCATION ALLOWANCE PLAN

Incorporated by reference in collective bargaining agreements dated December 16, 2019 September xx, 2023, 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 December 16, 2019 September xx, 2023 or the corresponding section in the OC&E 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\$37,500, \$8,000\$10,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. The signing bonus will be paid approximately two (2) weeks following the Company's receipt of the employee's relocation election. An additional amount of

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\$16,000\$20,000 will be paid to the employee at the new location. After the employee reports to the new location, and provides proof of residency change (for example, lease or purchase agreement, new driver's license, change of voter registration, utility bills, or bank statements with physical address, etc.), payment will be made within thirty (30) days.

After one (1) year of active on-roll employment, employees maywill receive \$6,000\$7,500, paid within thirty (30) days, if they continue to be employees of the Company at 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 \$6,000\$12,000. Following the Company's receipt of the employee's relocation election and the employee reports to the new location, and provides proof of residency change (for example, lease or purchase agreement, new driver's license, change of voter registration, utility bills, or bank statements with physical address, etc.), payment will be made within thirty (30) days.

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 \$30,000\$37,500, \$6,000\$7,500 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. The signing bonus will be paid approximately two (2) weeks following the Company's receipt of the employee's relocation election.

An additional amount of \$4,000\$7,500 will be paid to the employee at the new location. After the employee reports to the new location and provides proof of residency change (for example, lease or purchase agreement, new driver's license, change of voter registration.

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utility bills, or bank statements with physical address, etc.), payment will be made within thirty (30) days.

If they continue to be employees of the Company at the new location, the following schedule of additional payments will be made within thirty (30) days after the anniversary of their start date:

After 1 year of active on-roll employment: \$20,000\$22,500

Employees choosing the Modified Enhanced Relocation may exercise their recall and Return to Home Plant rights after six (6) months of employment at the new location.

Employees who choose to Return to their Home Plant are not entitled to receive any additional unpaid relocation payments, nor any basic relocation for the Return to Home Plant transfer.

#### (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.

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.

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.

All relocating employees will be required to sign a relocation repayment agreement prior to any relocation payment being made. Additionally, employees will be required to sign any other document that is required by state or federal law to allow the Company to make deductions from any pay or a final paycheck if repayment of any part of the relocation allowance is required. Any employee who terminates employment within three (3) months (active on roll) of transfer to a new location will be required to reimburse the Company in full for any and all relocation payment received, per the terms of the relocation agreement. If extenuating circumstances arise in the application of the repayment agreement, the UAW Stellantis Department may raise the issue with the Stellantis Corporate Employee Relations Department.

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

INTERNATIONAL

FCA US LLC

UNION, UAW

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# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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Exhibit F	Profit Sharing Deferral	290



#### Exhibit F Part B

#### (002) Article II - Definition of Terms

#### **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 hourlyrate 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 1

<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 or supplemental basis (considering the Supplemental Employee has 90 days worked); 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 "North America Adjusted EBIT"

North America Adjusted EBIT means Adjusted Earnings Before Interest and Taxes ("EBIT"), for the North America segment as reported in the FCA N.V. Form 20-F as filed with

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the SEC. The North America 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 North America 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 North America 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 North America 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 North America Adjusted EBIT on a prospective basis.

#### 2.06 "North America Adjusted EBIT Margin"

North America Adjusted EBIT Margin is calculated as North America Adjusted EBIT divided by North America 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 "North America Revenues"

North America Revenues means Revenues of the North America 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 North America Revenues, the parties will meet to determine a mutually agreeable solution for determining North America 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.

#### "Profit Sharing Amount"

The amount to be paid to an Employee for a Plan Year, determined by multiplying such What was 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):

Eligible Profit Share FCA North America Margin	Amount per 1.0% Adjusted EBIT Profit
FCA North America Adjusted EBIT Profit Margin	Eligible Profit Share Amount
0% to 1.9%	\$0
2.0% or above	\$900

### 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.

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#### Exhibit F Part B

(004) Article IV - Payment of Profit Sharing Amounts

## ARTICLE IV PAYMENT OF PROFIT SHARING AMOUNTS

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

- (a) Commencing with the 2020 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

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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 4I5, 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. Employees who were otherwise eligible at the end of the prior Plan Year, and then terminated employment for any reason prior to the payment date for such prior Plan Year, shall be eligible for the profit sharing payment.

#### 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

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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.

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#### Exhibit F Part B

#### **Profit Sharing Deferral**

October 29, 2007 September xx, 2023

Exhibit F Profit Sharing Deferral

International Union, UAW

Attention: Mr. General Holiefield Rich Boyer

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 of all or a portion of their profit sharing payment greater than 85%. Elective deferrals will be subject to withholdings as required by law.

In that regard, employees that elect a large deferral percentage are advised that the deferred amount of profit sharing payment is subject to a reduction equal to the amount of State or Federal tax withholdings, as required. Additionally, union dues deductions and any other legally required deductions or garnishments are included in this adjustment as well.

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.

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Very truly yours, CHRYSLER LLGFCA US LLC By J. Franciosi Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By General Holiefield Rich Boyer

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# 2023 UAW-Stellantis Exhibits B, Pension & Savings, Exhibits & Legal Service Plan

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#### **Group Legal Services**

**Legal Services** 

December 16, 2019September xx, 2023

(1) Legal Services

International Union, UAW

Attention: Mrs. Cynthia EstradaMr, Rich Boyer

Dear Mrs. Estrada: Mr. Boyer:

During the course of these negotiations the parties discussed the existing UAW - FCA-Ford-General Motors Legal Services Plan ("LSP" or "Plan") and the continuation of that Plan during the term of the 201923 Production, Maintenance & Parts Depot; Office, Clerical and Engineering Agreements of September xx, 20xx between FCA US LLC and the UAW "Agreement" National Agreement. In order to provide for the continuation of the Plan while addressing concerns about Plan cost, existing Plan design and benefits provided, and the existing eligibility rules for the Plan, the parties agree as follows:

- 1. The Plan shall continue to provide a legal service benefit to eligible UAW-represented employees and retirees, funded through a trust structured as an Internal Revenue Code Section 501(c)(9) qualified Voluntary Employee Beneficiary Association ("VEBA") and jointly trusteed under Section 302(c)(5) of the Labor Management Relations Act.
- 2. Individuals who meet the eligibility criteria under Exhibit A (attached) of the Plan document shall be eligible to participate in the Plan. The parties agree and intend that they retain the sole authority to modify the Plan's eligibility criteria, and that the Plan's trustees do not have the authority to modify the Plan's eligibility criteria.
- 3. Consistent with the requirements of Taft-Hartley, the Plan shall be administered by a joint board of t\_rustees comprised of an equal number of employer and UAW representatives, with an t\_mpartial n\_Neutral\_Trustee. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer t\_rustees and six union t\_rustees, two of whom shall be appointees of the FCA US LLC ("FCA" or "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 Plan has respective to other participating groups. Liability for providing benefits shall not be joint and several

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among the participating companies. The 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.

- -Based upon present information, the Plan expects to have a surplus when all contributions under the Production, Maintenance & Parts Depot; Office, Clerical and Engineering Agreements of December 16, 2019 ("2019 Agreement") have been made. The Company will utilize its portion of the surplus toward its payment obligation as discussed below. reserves of approximately \$25,000,000 when all contributions under the 2015 agreement have been made and the Company shall have a one-year payment hiatus (2020). The Company will make contributions to the Plan in February 2021, 2022 and 2023 of each year during which the Agreement is in effect according to the following formula: total number of FCA individuals eligible to participate in the Plan on December 31st (based on FCA's eligibility file) of the preceding year multiplied by the imputed income per eligible FCA individual in the preceding year as calculated by the Plan multiplied by 1.025. The Company will utilize its portion of the surplus towards the annual payments as follows. In 2024, one-quarter of the surplus; in 2025, one-third of the surplus; in 2026, one-half of the surplus; and in 2027, the remaining surplus. For 2028, the Company will contribute one-half its annual obligation which will not exceed \$1.46 million. For the avoidance of doubt, the yearly funding amount for years 20244 through 20237 will not exceed \$2.92 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, as described in the pPlan and as modified in item 5 below. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the 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 Plan.
- 5. The parties agree that part of the work performed by the -Plan and its attorneys shall include a continuation 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 or any Company-sponsored pension plan) for active UAW-represented employees and UAW-represented retirees.

Effective with the 2019 Agreement, the following These additional services will be are included in the Plan at no additional cost to the Plan:

- a. Traffic Matters: defined as: traffic tickets or other moving violations but not including any charges of driving under the influence, possession of a controlled substance, auto license revocation or restoration, or any charge listed as a misdemeanor or felony. The services shall be limited to advice or non-covered, low-cost referral.
- b. Social Security Questions: defined as questions related to Social Security benefits as provided by the Ffederal Government including questions related to Social Security retirement benefits, disability, terminations or overpayments but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.
- c. Medicare and Medicaid Questions: -defined as questions related to Medicare or Medicaid benefits but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.

6. The parties will direct the plans Plan's Trustees to adopt any amendments to the pPlan document or tTrust Agreement that may be necessary to implement the commitment set forth in this letter.

Very truly yours, FCA US LLC By: Glenn Shagena Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW By: Cynthia EstradaRich Boyer

## Exhibit A FCA <u>US LLC ("FCA")</u> Individuals

FCA individuals eligible to participate in the Plan include the following:

A-1 Employees. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations, aAn individual who is actively employed by FCA, who is a member of a bargaining unit represented by the UAW that entered into a GBA the Agreement allowing such individual to participate in the Plan, and has attained seniority, provided however that eligibility ceases for any such eEmployee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which his/herthe Employee's layoff began. Effective with the Agreement, an Employee who is receiving approved legal services provided under the Plan at such time as the Employee satisfies the Plan's eligibility criteria, shall continue to receive such approved legal services until the conclusion of the service, even if such Employee ceases to satisfy the eligibility criteria under the Plan after such legal services have commenced, with the exception of an Employee terminated for cause (violation of Company Code of Conduct and Ethics, Standard of Conduct, M-8 Memorandum of Understanding Absenteeism, and/or Company Compliance Policies and Procedures).

A-1a Supplemental Employees. Effective with the Agreement, Supplemental Employees will be eligible on their 91st calendar day of employment.

A-2 Employee Spouse. For purposes of the Plan only, and in accordance with the applicable letter entered into between FGA and the UAW during 2019 negotiations, iIndividuals currently married to an Employee as defined in A-1 above. For the avoidance of doubt, Employee does not include a Supplemental Employee as defined in A-1a above.

A-3 Retirees. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations, aA former Employee, other than a deferred vested under the FCA US LLC — UAW Pension Agreement ("UAW Plan"), American Motors-Union Retirement Income Plan ("AMC Plan") (if the individual retired from a UAW bargaining unit that had adopted the former UAW — AMC Legal Services Plan) and/or the Jeep Corporation — UAW Retirement Income Plan ("Jeep Plan"), who either —

(a) began receiving, or was eligible to begin receiving immediately after the <u>Employee's</u> termination of his or her employment in a UAW-represented bargaining unit

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position with FCA, pension benefits (other than deferred vested benefits) under the FCA US LLC - UAW Plan Pension Agreement, American Motors-Union Retirement Income AMC Plan (If the individual retired from a UAW bargaining unit that had adopted the former UAW-AMC Legal Services Plan) and/or the Jeep Corporation - UAW Retirement Income Plan; or

- (b) was a non-skilled classified eemployee hired or rehired on or after October 29, 2007, or a skilled trade classified eemployee hired or rehired on or after October 12, 2011, or a Global Engine Manufacturing Alliance ("GEMA") eemployee hired or rehired on or after October 12, 2011, or a salaried bargaining unit eemployee with seniority hired or rehired on or after April 15, 2010 and was covered by a CBAthe Agreement when the Employee he or she terminated his or her employment from a UAW-represented bargaining unit position with FCA, and he or she the Employee meets one of the following:
- a1. He/sheEmployee ils age 65;
- b2. He/sheEmployee ils at least age 60 but less than 65 and left the Company with 10 or more years of service;
- e3. He/sheEmployee is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;
- d4. He/shcEmployee hHas 30 or more years of service;
- e5. He/sheEmployee is at least age 50 but less than age 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing where no other FCA plants are in the same labor market area;
- f6. He/sheEmployee ils totally and permanently disabled prior to attaining age 65 and has at least 10 years of service;

For purpose of this subsection (b), "year of service" shall mean the elapsed time between the <a href="mailto:individual'sEmployee's">individual'sEmployee's</a> hire or rehire date and the <a href="individual'sEmployee's">individual'sEmployee's</a> termination date or loss of seniority.

- A-4 Retiree Spouse.: For purposes of the Plan only. And in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations. iIndividuals currently married to a Retiree as defined in A-3 above.
- A-5 Surviving Spouse. For purposes of the Plan only, and in accordance with the applicable letter entered into between FCA and the UAW during 2019 negotiations, tIhe spouse of an Employee or Retiree who survives the Employee or Retireehim/her, and who meets one of the requirements below, provided, however, that the associated Employee or Retiree would otherwise have been eligible for benefits under the Plan shall be eligible for benefits.
- (a) The spouse is eligible for surviving spouse pension benefits under the FCA US LLC UAW Plan Pension Agreement, American Motors-Union Retirement Income AMC Plan (if the individual retired from a UAW bargaining unit that had adopted the former UAW-AMC Legal Services Plan) and/or the Jeep Corporation UAW Retirement Income Plan; or
- (b) The spouse of a separated eEmployee as defined in A-3(b) above and such spouse provides to the Plan Administrator acceptable proof of marriage to the Employee or Retiree for at least one year before the death of the Employee or Retiree.