

AGREEMENT RELATING TO THE PEACEFUL SURRENDER OF TOLEDO ASSEMBLY  
COMPLEX, MOPAR PARTS DEPOTS, AND THE STERLING HEIGHTS ASSEMBLY  
PLANT, AND THE CESSATION OF FURTHER STRIKE ACTIVITY BY THE  
INTERNATIONAL UNION, UNITED AUTOMOTIVE, AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA AGAINST FCA US LLC

1. The International Union, United Automotive, Aerospace and Agricultural Implement Workers of America ("Union") and FCA US LLC, ("Company") have reached an agreement in principle with respect to terms for a successor agreement to the Collective Bargaining Agreement between the parties. The parties are reducing the terms of their tentative agreement on all subjects to writing.
2. Per Article 19 of the Union's Constitution, the tentative agreement will become effective only upon ratification by the Union's membership.
3. Upon receiving written language from the Company that is acceptable to both parties as reflecting all outstanding terms constituting the tentative agreement that has been reached for a successor agreement, the Union will notify represented employees that the strike, and picketing in support of it, have ended, and direct them to report for their normally scheduled shifts as soon as possible ("Return to Work Date"). The Local parties will, as necessary, meet and discuss the manner in which employees will return. If written language for all outstanding terms constituting the tentative agreement has not been received or is deemed unacceptable by either party by November 3, 2023, at 11:59PM, then this strike settlement agreement shall be null and void.
4. There shall be no adverse consequence for attendance-related infractions for a forty-eight hour grace period following the Company's notice to employees of their Return to Work Date, provided that this is not intended to permit willful subterfuge of the return to work.
5. The Parties have agreed that the Company shall make available \$48,000,000 as a Supplemental Ratification Bonus Fund to mitigate the financial impact on employees who struck the Company or otherwise experienced loss of work as a result of the strike between September 15, 2023 and October 30, 2023 and did not receive SUB Pay from the Company.
6. All employees who struck the Company or otherwise experienced loss of work as a result of the strike between September 15, 2023 and October 30, 2023 and did not receive SUB Pay from the Company (hereinafter "Affected Employees") shall receive a pro rata amount of the Supplemental Ratification Bonus Fund for each day of lost work. Payments from the Supplemental Ratification Bonus Fund will be made in the form of a supplement to the base ratification bonus paid to all eligible employees following the ratification of the successor agreement (the total amount of the fund will be divided by the total number of work days lost by all Affected Employees for the purposes of pro rata calculation).
7. For All Affected Employees, the period of the strike or layoff shall not constitute a break in service, and such time spent on strike or layoff shall be deemed service time for all purposes (e.g. attendance, FMLA, SUB benefit eligibility).

8. The Company represents that no temporary or permanent replacements were hired for any striking or laid off employee.
9. The Company and the Union each agree that, upon ratification of the tentative agreement, they will withdraw and/or dismiss, and will not refile, any lawsuit, action, charge, complaint or other claim ("Matter"), whether civil or criminal in nature, currently pending before any court, administrative, arbitral or other authority to the extent that such Matter relates to, or arises out of, any acts or omissions related to the Union's strike ("Strike-Related Claims"). On the date of ratification, the Parties will further execute reciprocal releases of all Strike-Related Claims, whether known or unknown.
10. The Company and the Union agree that any grievances that were timely filed for alleged violations of the Collective Bargaining Agreement between September 15, 2023 and the date of the ratification of a successor agreement shall be deemed timely and permitted to proceed through the grievance and arbitration procedure as if the agreement had not expired. Notwithstanding the foregoing, the parties have agreed that all grievances concerning layoffs that occurred between September 15, 2023 and the date of this agreement shall be deemed settled and are hereby withdrawn with prejudice on a non-precedential basis.
11. The Company will not take any disciplinary or other adverse employment action against any striking employee as a result of an alleged act or omission during the time the employee was on strike, including any related to picketing activity.
12. Any dispute between the parties as to the interpretation or application of this agreement shall be submitted to the Umpire for final resolution.

Dated: October 28, 2023

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



Shawn Fain  
International President

FCA US LLC



Christopher Fields  
Senior Vice President, Employee Relations and Manufacturing Human Resources