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***Letters, Memoranda  
and Agreements***

***2019 Production, Maintenance  
and Parts Agreement***

between

**FCA US LLC**

**FCA**

FIAT CHRYSLER AUTOMOBILES

and the



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SHADING REPRESENTS NEW  
LANGUAGE IN THE 2019 AGREEMENT

\* Indicates Letter also applies to Parts.

December 16, 2019

(1) Wage Progression-Employees  
Returning to Non-Skilled Classifications

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This is the application of M-13 Memorandum of Understanding UAW-FCA US LLC Non-Skilled Employees Hired or Rehired on or after October 29, 2007 and Skilled Trade Employees Hired or Rehired on or after October 12, 2011 and Dundee Engine Non-Skilled and Skilled Trade Employees Hired on or after October 12, 2011 Wage & Benefit Agreement, Section IV Wages and Classification, Section 1 Wages - Team Member Rates as it relates to certain employees returning to non-skilled classifications.

This will confirm our understanding that a seniority employee who did not complete wage progression to the full base rate of the job classification pursuant to the provisions of M-13 Memorandum of Understanding UAW-FCA US LLC Non-Skilled Employees Hired or Rehired on or after October 29, 2007 and Skilled Trade Employees Hired or Rehired on or after October 12, 2011 and Dundee Engine Non-Skilled and Skilled Trade Employees Hired on or after October 12, 2011 Wage & Benefit Agreement Section IV, 1 and

i) entered into the apprenticeship program but returned to a non-skilled classification before completing said apprenticeship shall be given credit for non-skilled wage progression purposes for the weeks worked while in the apprenticeship program, or

ii) accepted and worked a temporary salaried bargaining unit job and returned to an hourly non-skilled classification shall be given credit for non-skilled wage progression purposes for the weeks worked as a temporary salaried bargaining unit employee, or

iii) beginning on or after December 16, 2019, commenced work pursuant to the Supplemental Agreement pertaining to skilled trades employees as a temporary employee in an apprenticeable or non-apprenticeable skilled trades classification but returned to a non-skilled classification shall be given credit for non-skilled wage progression purposes for the weeks worked as such a temporary employee.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 29, 2007

(2) Benefit Plans Representative

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

The International Union, UAW, may designate a Benefit Plans Representative for each Corporation plant. The maximum number of hours per week in which each Benefit Plans Representative will be allowed to perform his functions shall be determined on the basis of the number of employees in his plant in accordance with the following schedule:

<u>Plant</u> <u>Number of Employees</u>	<u>Hours Per Week</u>
600 or more	40
250-599	8
Less than 250	4

Adjustments shall be made twice each calendar year in the maximum number of hours each Benefit Plans Representative will be allowed to perform his functions. Adjustments shall be effective (1) the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October.

1. The Benefit Plans Representative shall be selected by the International Union, UAW, from among those hourly employees who have seniority under the National Production and Maintenance or Parts Depot Agreements and who at the time of selection are at work in the plant in which he is to function. The Benefit Plans Representative shall represent all employees at the plant represented by the Local Union from which he is designated with respect to the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan.

2. Benefit Plans Representatives shall carry out the duties of Union representatives specified in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other Union representatives in the plant in which a Benefit Plans Representative has been designated shall not participate in benefit plan matters except insofar as any one of them has been designated to act as the second member of local committee pursuant to the Supplemental Unemployment Benefit Plan.

Duties of the Benefit Plans Representatives are:

(a) To function in place of the Chairman of the Plant Shop Committee for the purposes of Section (13) of the Pension Plan for the plant for which he functions.

(b) To function as a member of the Local committee provided in Article VI Section (2) (b) of the SUB plan.

(c) To discuss with designated representatives of plant management those questions regarding a Benefit Plan or Program.

3. The Benefit Plans Representative shall not participate in the grievance procedure and those matters with which such Benefit Plans Representative deals shall not be subject to the grievance procedure but shall be subject to the review procedure specified in the appropriate Plan or Program.

4. Benefit Plans Representative shall not function as provided herein unless and until the International Union (a) sends written notice to the Company of the name of the employee, his plant, department and social security number, and (b) until the Company advises the plant of the designation and the effective date thereof.

5. A Benefit Plans Representative shall cease to function as provided herein upon receipt of written notice from the International Union to the Company. Such notice shall include the same identification information specified in 4. above.

6. Benefit Plans Representatives shall be subject to the following:

(a) When a Benefit Plans Representative is permitted time away from his work less than 40 hours a week the designation of the time away from work shall continue to be made by mutual agreement between the Local Union and Plant Management.

(b) The Benefit Plans Representative shall report to his Foreman or Supervisor at the start of his shift and shall advise his Foreman or Supervisor when he wishes to leave his work to handle a benefit plan matter and shall report to his Foreman or Supervisor when he has disposed of that matter

(c) If it is necessary for the Benefit Plans Representative to speak to an employee about a benefit plan matter, he will make prior arrangements with the employees Foreman or Supervisor to do so.

(d) The privilege of a Benefit Plans Representative to leave his work during regular working hours without loss of pay is subject to the conditions (i) that the time be devoted to the prompt handling of matters, which are proper pursuant to the terms of this letter, (ii) that the privilege not be abused and (iii) that the Benefit Plans Representative will do the work to which he is assigned at all times except when it is necessary to leave his work to handle benefit plan matters.

(e) The Benefit Plans Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his functions as a Benefit Plans Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 600 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (86) or Section (87) of the National Production and Maintenance Agreement, the Benefit Plans Representative for that plant will also be scheduled to work and function as a Benefit Plans Representative during such hours.

(f) During a temporary adjustment or a temporary layoff in a plant of 600 or more employees, one (1) Benefit Plans Representative shall be permitted to perform the functions of the Representatives office.

7. The Benefit Plans Representative shall be assigned to the first shift and shall be subject to the provisions of Section (19) of the National Production and Maintenance and Parts Depot Agreements.

The International Union may designate in writing to the Company from among seniority employees at work on the first shift at a plant a permanent alternate to function when the Benefit Plans Representative is to be away from the plant for at least a full shift and plant management receives advance written notification of such absence or, if the expected absence is due to Union business, approval from the International Union.

The permanent alternate shall not be deemed to be included among Committeemen and Officers covered by Section (51) of the National Production and Maintenance and Parts Depot Agreement.

When replacing the Benefit Plans Representative, the permanent alternate shall be subject to all the provisions applicable to Benefit Plans Representative.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

(3) Employee Assistance Program Representative

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

For each FCA US LLC plant, including Chrysler Technology Center and Chelsea Proving Grounds, the Vice President and Director of the Chrysler Department of the International Union, UAW may appoint an Employee Assistance Program (EAP) Representative from among those employees who have seniority under the National Production and Maintenance, Office & Clerical, Engineering or Parts Depot Agreements and who at the time of the appointment are at work in the plant in which he is to function. In addition, the Vice President and Director of the Chrysler-UAW Department may appoint, in each facility, an alternate EAP Representative to perform the duties of the EAP Representative in their absence. For Parts Distribution Centers, the EAP Representative and the alternate shall not be out of the plant and off the floor at the same time. The Vice President and Director of the Union's Chrysler Department will advise Corporate Employee Relations in writing of the names of the appointees and the plant to which each is assigned. No EAP Representative shall function as such until the Company is so advised. The EAP Representative shall serve an indefinite term and shall be replaced only with the concurrence of the Joint Activities Board.

The maximum number of hours per week in which the EAP Representative of each plant will be allowed to perform his functions shall be determined on the basis of the number of UAW-represented employees in his plant in accordance with the following schedule:

Number of Employees	Hours off Job Per Week
600 or More	40
250 to 599	8
Less than 250	4

The Joint Activities Board will review the allocations of hours as set forth in the table above six (6) months from the effective date of the National Production and Maintenance Agreement and will make whatever adjustment in hours that is necessary.

1. The duties of the EAP Representative, working with a designated management representative, are to:

- assist in the identification, education, referral and follow-up of employees with problems which adversely affect job performance and/or attendance relating to alcohol and drug dependencies, emotional disorders, personal, or family problems while assuring requisite confidentiality standards are observed;

- maintain confidential records as defined by the UAW-Chrysler National Training Center, and submit completed monthly reports within two weeks following the end of the month.

- act as liaison with appropriate members of line supervision, labor relations, plant medical, other union representatives, and with the mental health/substance abuse managed care program;

- assist in evaluating the effectiveness of various programs, plans and services;

- participate in and conduct, as requested by the National Training Center, formal employee assistance, Critical Incident Response Procedure (CIRP), Workplace Violence Prevention training/instruction programs and review and make recommendations to the management representative concerning program content;

- assist in coordinating and implementing various local program applications and related services available under the Employee Assistance Program, including facilitation of Critical Incident Response Procedure, and membership on the Workplace Violence Prevention Local Response Team.

-- comply with all requirements as outlined in the UAW-Chrysler National Training Center Employee Assistance Program Standards.

2. The UAW-Chrysler National Training Center will provide training or instruction deemed necessary to qualify the EAP Representative to satisfactorily perform their duties relating to the Employee Assistance Program.

3. EAP Representatives shall be subject to the following:

(a) It is understood that the EAP Representative for each plant who does not qualify under the schedule herein to perform his functions forty (40) hours per week, has a regular job to perform and that he will advise his Supervisor on each occasion when it is necessary for him to leave his regular job in order to function as an EAP Representative.

(b) It is understood that the EAP Representative will be paid only for such time spent in performing his functions as occurs during the time when he is otherwise scheduled to work.

(c) When the EAP Representative is permitted less than forty (40) hours a week away from work, the designation of such time shall be made by mutual agreement between the Labor Relations Supervisor or his designated representative and the EAP Representative.

(d) The EAP Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his function as an EAP Representative.

(e) The privilege of the EAP Representative to perform his duties during regular working hours without loss of pay is subject to the conditions (i) that hours off the regular job are to be preplanned and mutually agreed upon with the Labor Relations Supervisor or his designated representative, (ii) that the time be devoted to the prompt handling of matters which are proper pursuant to the terms of the Employee Assistance Program and the privilege shall not be abused, (iii) that if it is necessary for an EAP Representative to speak to an employee, prior arrangements will be made with the employee's Supervisor to do so, and (iv) that the EAP Representative will do the work to which he is assigned at all times except when it is necessary to leave his work to handle his duties as the EAP Representative.

(f) The EAP Representative shall be assigned to the first shift and shall be subject to the provisions of Section (19) of the National Production and Maintenance Agreement or the appropriate applicable section of the Office & Clerical, Engineering or Parts Depot Agreement. By mutual agreement with the Labor Relations Supervisor or his/her designated representative, the EAP Representative may adjust his starting time to be available to perform his/her duties on the second or third shift, in which case Sections (86) and (87) or the appropriate applicable Section of the Office & Clerical, Engineering or Parts Depot Agreement shall not be applicable to him.

(g) Each plant will make available to the EAP Representative an office and related equipment which allows for the conduct of confidential matters relating to the Program.

The parties agree to require all EAP Representatives to participate in appropriate Training and Skill Development activities leading to certification.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

December 16, 2019

(5) Grievance Procedure

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Both parties to the Production and Maintenance Agreement signed today acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Sections (40) Notice of Suspension, Disciplinary Layoff or Discharge and (41) Union Representation.

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

Also, during our recent contract negotiations the Company pointed out that Special Conferences, as provided for in Section (21), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (21) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 2 or Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Company has violated. Management's answers will set forth facts taken into account in answering the grievance.

Very truly yours,

FCA US LLC

By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Cynthia Estrada

December 16, 2019

(6) Special Arbitration Program

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the negotiations of the Production, Maintenance and Parts Agreement, the parties agreed to extend the application of the Special Arbitration Program to each of the Company plants covered by this Agreement.

The agreement to extend the Special Arbitration Program is based on the understanding of the parties that the program is designed to provide an expeditious way of submitting to arbitration a limited number of certain discharge and discipline grievances and other arbitrable grievances that involve only credibility issues. The parties agree that grievances which involve any contract interpretation, or involve discipline for violation of Section (5) of the Production, Maintenance and Parts Agreement shall not be subject to the Special Arbitration Program. Further, only grievances filed in writing not more than forty-five (45) calendar days prior to the third step answer, will be subject to the Special Arbitration Program, except as provided in Appendix A.

The standards and guidelines for the Special Arbitration Program are attached hereto as Appendix A.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

## APPENDIX A

### Arbitrators

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

### Guidelines

When a grievance is to be submitted to the procedure, the following guidelines will apply:

(a) Within two days of receipt of the answer to Step 3 the Local Union and the Plant Management must agree, in writing, to submit the grievance to the special arbitration procedure.

(b) The Local Union will notify the FCA Department of the International Union and the Plant Management will notify the Corporate Employee Relations Staff of its intention to submit the grievance to special arbitration. Within five days of the receipt of the request, the Corporate Employee Relations Staff and the FCA Department of the International Union will notify the Plant Management and Local Union if the grievance may be submitted to special arbitration. Notwithstanding the forty-five (45) day time limit specified in Letter (5) - Grievance Procedure the Corporate Employee Relations Staff and the FCA Department of the International Union may also agree in proper cases to submit to special arbitration a qualified grievance that is at the Regional Review or Appeal Board Step of the Grievance Procedure. If within two days of such agreement between the Company and the International Union, the Local Union does not agree, in writing, to submit the grievance to the special arbitration procedure, the grievance shall be withdrawn either without prejudice or without precedent at the Regional Review or Appeal Board Step of the Grievance Procedure, whichever is appropriate, on terms consistent with present practice.

(c) As soon as a grievance is approved for submission to special arbitration, it will be placed on the Facility Arbitration Docket, where no more than three (3) grievances may be submitted at any one time. Grievances placed on the Arbitration Docket will be scheduled for arbitration based on the date of grievance. No later than fourteen (14) calendar days after a grievance has been placed on the Local Arbitration Docket, the parties will make a joint request to the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) prospective arbitrators, each of whom shall be

a member of the National Academy of Arbitrators. From the panel of seven (7) arbitrators, the Company and the Union shall alternately delete arbitrators until one (1) arbitrator remains and that person shall be the sole arbitrator to hear and decide the grievance. The party appealing the grievance to arbitration shall delete the first name. After receiving a panel from FMCS, the parties shall complete the selection process within thirty (30) calendar days. The parties will arrange to notify the selected arbitrator. Once selected, the parties and the arbitrator will arrange a time and date for the hearing to be held as soon as practicable but in no case longer than one hundred and eighty (180) days from the date the grievance was placed on the Arbitration Docket.

### Conduct of Hearing

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

- (a) The hearing will be informal.
- (b) No briefs will be filed or transcripts made.
- (c) There will be no formal rules of evidence.

(d) The case of each party will be presented by representatives previously designated by the Local Union and Plant Management. The UAW Regional Representative and the Employee Relations Representative may participate.

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

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

(g) If the arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration, the case shall be referred to the Appeal Board and it shall be processed as though appealed on such date in accordance with the regular procedure.

## Format of the Hearing

- (a) Introductory remarks by the Company and Union setting forth their respective positions.
- (b) Presentation of testimony by witnesses, through direct and cross examination.
- (c) Questions or call of witnesses by the arbitrator.
- (d) Short summation by the parties.

## The Decision

The arbitrator may issue a summary decision at the hearing. However, in each case he shall issue his decision in writing within seventy-two (72) hours after conclusion of the hearing. His decision shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for his conclusion. The decision shall not form a precedent for any future cases. The decision shall be final and binding upon both parties and shall not be subject to appeal under Section (36) of the Production, Maintenance and Parts Agreement.

## Authority

The arbitrator shall have the authority that Section (29)(c) of the Production, and Maintenance and Parts Agreement grants the Appeal Board.

October 28, 1985

(7) Reinstated Grievances

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During negotiations of the National Production and Maintenance, Office and Clerical, Engineering and Parts Depot Agreements, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to

reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the UAW Chrysler Department may inform the Corporate Labor Relations Staff in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned National Agreements at the time of reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, provincial, state, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairman of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned National Agreements, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.

It is understood this letter agreement and the Company's obligation to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 28, 1985

(8) Grievance - Disciplinary Action

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

In response to your demand made during the current negotiations, we have agreed that during discussions as early as Step 2 of the grievance procedure of grievances over discipline, discharge and other terminations from employment, each party will present a statement of position reciting facts then known on which it relies, and a copy of a document or statement on which the party relies to support its position.

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

In cases where a prior disciplinary record is involved, the Company may present a written summary of the grievant's disciplinary record.

The statement of position and other statements and documents that a party has provided the other shall become part of the grievance file and may be referred to in subsequent steps of the grievance procedure, including the Appeal Board.

The failure or refusal of the Union to present a full oral explanation of its position shall relieve the Company from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or

statement which it has in its possession and on which the party relies shall preclude the party from using it before the Appeal Board.

The Company expressed its concern that its providing to Local Union representatives involved in processing grievances copies of employee statements and corporate documents relating to employees may lead to abuses unless the statements and documents (i) are used solely in connection with the proper processing of a grievance, (ii) are otherwise kept confidential, and (iii) are not in any way used by any member of the bargaining unit to attempt to harass or intimidate an employee giving a statement or providing a document. The Union assured the Company that it will instruct its Local and International Representatives of these restrictions on the use of such material and the need to maintain confidentiality. The Union further represents that if a copy of a statement or document provided it in accordance with this Letter Agreement is used by its representatives or those under their control for any purpose other than the proper processing of a grievance or is publicized outside of the grievance procedure, the Company would be relieved of any obligation under this Letter Agreement at the plant where the abuse occurred.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

January 20, 1971

(12) Discipline On Standards

Gabriel N. Alexander, Esquire  
21910 Greenfield  
Oak Park, MI 48237  
Dear Mr. Alexander:

In Appeal Board Case No. 1664 the Impartial Chairman said that "the mere presence of proof of failure to meet a rate of production requires the Chairman to approve the propriety of discipline unless, by some means other than a showing of non-compliance with Sections (46)-(48) (now Section (44)) it is established that the fault did not lie with the employee." Nevertheless, the undersigned agree

that the provisions of Section (44)(c) of the National Production and Maintenance Agreement dated November 2, 1961, give the Appeal Board power and authority to determine the propriety of the penalty imposed by management in disciplinary discharges and layoffs for violation of Section (59), Work Standards, of said Agreement, and that the mere presence of proof of an employee's failure to meet a disputed work standard does not require the Appeal Board or the Chairman to approve the propriety of the discipline assessed to an employee.

The disposition of any such case shall be on the merits but shall not involve the propriety of any disputed work standard or work load assignment performed by the grievant or grievants.

In any such determination, the Appeal Board will take into consideration any relevant facts occurring prior and subsequent to the time the penalty in question was imposed.

This letter shall not be construed to limit or otherwise impair any right Section (2) reserves to the Company, including the right to establish and maintain work standards or rates of production and to discipline employees.

Very truly yours,  
CHRYSLER CORPORATION  
By Gervid Atkinson

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Douglas A. Fraser

October 28, 1985

(13) Application of Section (40)

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

This is to confirm our understanding concerning the application of Section (40) Notice of Suspension, Disciplinary Layoff or Discharge of the 1979 National Production and Maintenance Agreement as it relates to employees who are terminated for inability to perform assigned work.

When an employee, including a probationary employee who has worked for more than thirty (30) days, is terminated for inability to perform assigned work, plant management will provide written notice pursuant to Section (40).

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

October 12, 2011

(15) Relief Time - Stamping Plants

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

1. The relief time in the Sterling Stamping Plant on operations on which the employees' manual operations are continuous and which cannot be left unattended shall be increased to thirty-six (36) minutes on a regular eight (8) hour shift, eighteen (18) minutes of which will be provided before lunch and eighteen (18) minutes after lunch. The plant management and the Local Union may mutually agree to allocate the eighteen (18) minutes before and after lunch to not more than two periods. The relief to eligible employees may be provided by relief operators, by shutting down the operation, or by other means to be determined by management.

2. The existing arrangements with respect to the amount of and the manner in which relief is granted employees at the Warren Stamping Plant shall continue in effect.

3. Relief for employees eligible to receive thirty-six (36) minutes of relief, as provided herein, except in emergencies, shall not be provided during the first forty-five (45) minutes of the shift or the first forty-five (45) minutes after the lunch period or during such other periods, not exceeding in the aggregate ninety (90) minutes per shift, as may be mutually satisfactory in the local plants. Where the lunch period is not in the middle of the shift, the relief allowance and the compression time shall be proportionately divided before and after the lunch period.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 18, 1993

(16) Furnishing Elemental Breakdown With Supporting Data

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During current negotiations, the parties discussed the Union's charges that there were occasions when the elemental data requested by the Chief Steward pursuant to Section (44)(d)1. was not furnished to the Union in a timely manner and even when the information was furnished, a copy was not provided.

Accordingly, when a job is in dispute, upon request, the Corporation will provide the elemental breakdown with supporting data pursuant to Section (44)(d)1. The Corporation and the Union have reaffirmed their mutual determination to adhere to the spirit and intent of Section (44)(d)1. and acknowledged that an expeditious settlement of a dispute is more likely to be reached when there is prompt and full exchange of pertinent information without undue delay.

The parties agree there will be occasions when, due to production changes, volume of requests for elemental data, etc., the information requested by the Chief Steward cannot be furnished as promptly as under normal circumstances.

The Union is advised that an elemental breakdown with supporting data relative to a new time study will be furnished as soon as reasonably possible under circumstances existing at the time the request is made.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 28, 1985

(17) Notice of Overtime

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

It is the policy of the Company, when overtime work for Saturday and Sunday is scheduled in advance, to endeavor (i) to give notice on Thursday of overtime work on Saturday and (ii) to give notice on Friday of overtime work on Sunday. When the need for overtime is not anticipated or known and therefore is not so scheduled, notice will be given as far in advance as circumstances in each case permit. Failure to give such notice will not relieve an employee of the obligation to work overtime.

Very truly yours,  
CHRYSLER CORPORATION  
By T. W. Miner

October 12, 2011

(20) Americans with Disabilities Act of 1990  
as amended, Vocational Rehabilitation Assistance Act of 1973 and  
the Vietnam Era Veteran's Readjustment Act of 1972 and 1974  
and the Uniformed Services Employment and  
Reemployment Rights Act of 1994

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

The Company has a continuing policy of providing equal employment opportunity in conformance with the Americans With Disabilities Act of 1990 as amended, Vocational Rehabilitation Assistance Act of 1973 and the Vietnam Era Veteran's Readjustment Act of 1972 and 1974 and the Uniformed Services Employment and Reemployment Rights Act of 1994 and will make reasonable accommodations in accordance with these laws. The Union also has long recognized the practical and moral value of these policies. Accordingly, it is agreed that, notwithstanding the provisions of Section (57) of the National Production and Maintenance and

Parts Depot Agreements, and any Local Supplemental Agreement negotiated pursuant thereto:

1. An employee who is approved for work by the Medical Department but with physical restrictions which limit the nature and type of the regular work he can do will be placed, in accordance with his seniority, on a job in his department or division that he can perform consistent with his assigned physical restrictions.

2. If there is no such job in his department or division and there is a job he can perform in the plant, consistent with his assigned physical restrictions, he will be placed on that job in accordance with his seniority.

3. The Plant Management and the Local Union shall take appropriate action to insure that Local Supplemental Agreements conform herewith.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(23) Personal Information Security & Employee Privacy

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these National Negotiations, the Union raised the subject of personal privacy. The Company reassured that it places as much importance on the confidentiality of personal data concerning employees as does the Union. In this regard, the Company will continue to protect and respect the confidential nature of all personal information. Both the Company and the Union agreed that the collection and dissemination of all such data must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order.

Specifically, during these National Negotiations, the Company reaffirmed its commitment to protect the personal privacy of employees by restricting the availability of their social security numbers to authorized persons only. Accordingly, the Company successfully implemented and has used a CID program that provides all employees with personal ID numbers to be used in lieu of social security numbers. The Company will continue to maintain the CID system.

The Company also informed the Union of its written policy 3-10 entitled "Social Security Number Privacy". The Company will provide the International Union with any changes to policy 3-10 should the Company amend the policy during the term of the Agreement.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Mrs. Cynthia Estrada

October 14, 1996

(25) Section 61(d)

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations the Union claimed some plants utilized forty-five (45) days to displace lesser seniority employee pursuant to Section 61(d) of the 1993 P&M Agreement even when such displacements could have occurred sooner without adversely impacting operations.

The Corporation pointed out there were instances where the excessive number of employees to be placed, the number of displacements in a particular department, the need to train employees, or anticipated layoffs or recalls, required the Corporation to utilize up to 45 days.

The parties agreed that displacements under Section 61(d) shall occur within thirty (30) days of an employee's layoff. The

Union agreed, however, that where there are substantial numbers of employees to be placed pursuant to Section 61(d) or a large number of displacements will occur in a department or where training is required, the Corporation and International Union may agree to extend the time provided by up to two (2) weeks so that displacements can be made on a programmed basis to safeguard product quality and the efficiency of operations.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

October 28, 1985

(26) Inverse Seniority

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

Notwithstanding the provisions of Section (60), Layoff Procedure - Temporary Layoffs, which set forth the implementation of the principle of inverse seniority during temporary layoffs for employees on each shift, we are agreeable that, prior to each temporary layoff affecting 50% or more of employees in each department, the Superintendent and Committeeman may agree to combine the existing shifts for the purpose of applying the inverse seniority concept. The parties recognize the number of employees which can be interchanged between shifts will vary between departments depending upon the nature of operations, the skills and experience required, etc. Any such agreement must result in maintaining an experienced, qualified workforce capable of assuring the uninterrupted and efficient operation of the plant. If combining shifts prevents the 24 hour notice of layoff required by Section (59), such requirement is waived.

If the International Union believes that in a particular plant the agreements set forth above are being unfairly applied, they may take up any such requests which it believes meritorious with the Chrysler Labor Relations Staff.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 22, 2015

(29) Closed Plant Employees – PQX

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During negotiations leading to the Production and Maintenance Agreement, the parties held extensive discussions about a closed plant employee who is not placed at a plant to which he has been referred because of a medical restriction.

In this connection, the Company is willing to waive a medical examination for an employee who has been laid off from a closed plant for less than one year, provided the employee did not experience an illness or injury during that layoff period.

In addition, the Company agreed that in the case of an employee whose medical record from the closed plant shows a medical restriction and in the case of an employee subject to a medical examination, the Employment Department of the receiving plant will advise such an employee of the nature of any medical restriction which prevents the employee's hire at that plant. Furthermore, the employee will be advised that Corporate Employee Relations will review the employee's case and will make reasonable effort to place the employee at the receiving plant or at some other plant where there is an opening, consistent with the employee's medical restriction and seniority.

In an appropriate case involving a medical restriction, the International Union may present conflicting medical evidence from an affected employee's physician and request a medical evaluation by the Company Medical Department. The findings of the Company Medical Department shall be final and binding. It is not intended, under ordinary circumstances, that employees with long-established medical restrictions will be so re-evaluated.

Notwithstanding the above, the Company recognizes and will comply with the American With Disabilities Act of 1990, as amended.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

September 29, 2003

(31) Section 66(c)

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During these negotiations the parties discussed at length the problem concerning the inability of long service employees to transfer between departments when employees on indefinite layoff had recall rights to those departments pursuant to Section 61(e).

It was agreed an employee with 10 or more years of seniority may transfer, notwithstanding Section 61(e), to a department that has employees on indefinite layoff.

Accordingly, an employee with 10 or more years of seniority who desires to transfer to another department may make application as provided under Section 66(c) of this Agreement. When hiring, transferring or recalling to fill a permanent opening in a department, the Plant Employment Office will review and consider the applications of such long service employees subject to the conditions set forth in Section 66(c) and Letter (32) of the National Production and Maintenance Agreement.

Very truly yours,  
CHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 29, 2007

(32) Transfers - Critical Times

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the negotiations concluded today, the parties held extensive discussions regarding the Corporation's contention that employee transfers under Section 66(c) and Section 55 adversely affect product quality and the efficiency of plant operations during critical periods, such as model launch, line speed change, model mix, major production increases /decreases and the addition or elimination of a shift, when it is usually impractical to effectuate such transfers.

In view of the seriousness of the problems discussed, the parties agreed that employee transfers under Section 66 (c) and Section 55 may be suspended during the aforementioned periods. However, it is understood that Plant Management will allow employees who are denied transfers during such periods to later displace probationary employees hired in a department before such employees gain seniority provided the efficiency and product quality of the involved departments are not adversely affected.

In any event, it is understood the release of employees from any department shall be subject to the condition that the necessary skills required in that department are fully protected and maintained at all times.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 28, 1985

(33) Work by Supervisors

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

It is the express policy of the Corporation that supervisory personnel are for the purpose of carrying out supervisory functions and are not expected to displace employees covered by the Production and Maintenance Agreement and Parts Depot Agreement between our Corporation and the International Union, UAW, dated October 28, 1985.

However, both parties recognize that occasions will arise which require that supervisory personnel perform certain work in the interest of orderly and efficient operation. In the past there has been considerable misunderstanding under what circumstances supervisory personnel may properly perform such work.

Generally, this work would include cases of emergency, the failure, inability or refusal of employees to do the particular work, unforeseen circumstances that call for prompt action to avoid damage to plant or equipment or for purposes of instruction or training.

In order to reduce to a minimum any misunderstandings in this regard in the future, all alleged departures from this policy shall be immediately taken up in the following manner:

1. With the foreman involved.
2. With the Superintendent, if not satisfactorily disposed of.
3. With the labor relations department, if necessary.

Very truly yours,  
CHRYSLER CORPORATION  
By T. W. Miner

October 22, 2015

(34) Utilization of Skilled Trades  
Manpower and Facilities

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the negotiations leading to the Production and Maintenance Agreement today, the Union raised its serious concerns over outside contracting of skilled trades work and the use of outside contractors to perform maintenance and construction work. The Company raised its equally serious concern with certain restrictive work practices.

The Union expressed an interest in establishing procedures to assure maximum utilization of the Company's manpower, machinery and facilities. The Union also raised concerns regarding the importance of maintaining and providing sufficiently operable equipment and machinery in order that the skilled trades workforce can successfully perform their jobs with maximum efficiency while promoting job security.

The Company expressed an interest in correcting certain work assignment practices which limit the efficient performance of some skilled trades work in the Company's plants. Both parties recognized the importance of regular communication regarding planned work so that early discussion can be held regarding how best to utilize the skilled trades workforce.

Therefore, in the interest of resolving these inseparable mutual concerns, the parties have discussed various aspects of the problem and reached the following understandings.

Maintenance and Construction

1. It is the policy of FCA US LLC to perform maintenance work with its own employees, provided it has the manpower, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Company does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors.

2. The Company hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.

3. The Company is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Company. Therefore, in making these determinations, the Company will always keep the interest of FCA US LLC personnel in mind.

4. In applying the provisions of Paragraph (11)(f) of the Supplemental Agreement-Special Provisions Pertaining to Skilled Trades Employees it is our intention that, except where time and circumstances prevent it, any "advance discussion" held in accordance with those provisions take place before any final decision has been made as to whether the work should be contracted out.

5. In those cases when the work to be performed is not started by the contractor within thirty (30) days following the approximate starting date given to the Union pursuant to Section (11)(f), and the Union believes the circumstances in the plant have changed sufficiently to warrant review of the initial decision to let the contract, the Union, upon request, will be given an opportunity to comment on the changed circumstances. To the extent practicable, the Company will give weight to such comments.

It is important that the Company advise the Union, pursuant to letter 50, of any or all of the factors mentioned in the above provisions which it will take into consideration in determining whether a particular contract should be let out or not. Information provided in the course of the "advance discussion" will include, where applicable, cost data, blue prints and time constraints so that the Union will be given a better opportunity to make its comments and the Company will also be given an opportunity "to give weight to those comments in the light of all attendant circumstances."

#### Equipment Rental

The Company further stated that when the lack of equipment is the only factor upon which the decision turns to let work to an outside contractor, the Company will first give proper consideration to renting or leasing such needed equipment provided it is readily available at a cost which, when added to other factors, does not exceed the cost of having the work performed by an outside contractor.

## Warranty and Service Agreements

On the matters of warranty and service agreements, the Company cannot agree to any limitation or restriction on its right to enter into such agreements. However, in making decisions as to the need and duration of such agreements, the Company will give proper consideration to the operating needs of the business, the efficiencies and economies involved and all other relevant considerations, including the effect of the decisions on its skilled trades maintenance employees. Upon expiration of a warranty agreement, management will consider assigning such repair work to the plant skilled trades employees. In cases where management is contemplating placement of a service contract, the written notice and discussion provisions usually applicable to Outside Contracting shall be utilized.

## Tool and Die Contracting

You have discussed with us at great length the possible effect on our skilled tool and die and model employees of decisions of the Company to buy some of its tools, dies, and models, rather than make them.

As we have pointed out to you in current negotiations, there are many and varied factors that may influence any particular decision to make or buy. We do not believe it is feasible to list general criteria. However, the Union has stated in our discussions that it recognizes a number of them, such as the need, among other things, to contract work that requires specialized tools and equipment and special skills and the necessity of meeting production schedules, model changes and rearrangement deadlines.

In view of the foregoing, we have advised you that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, and models, or to buy them. However, we wish to make clear to you that it is our policy, in making such decisions, to give proper consideration to the operating needs of the business, the efficiencies and economics involved and all other relevant considerations, including the effect of the decisions on work opportunities and job security of Tool and Die Work Group employees.

Where the Company considers that work practices or provisions of local agreements in its Tool and Die Work Group Departments may be having an adverse effect in the Company's ability to compete in this field effectively, it will discuss such matters on a timely basis with the Local Union and explore with it fully the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such employees. The Skilled Trades Representative of the Company is also willing to meet from time to time with the Skilled Trades Representative of the

International Union to discuss, and provide information relative to plans the Company is formulating and decisions it is contemplating concerning tool and die contracting on a corporate-wide basis. A representative of an affected plant will meet from time to time with the Skilled Trades Committeeman at the plant to discuss, and provide information relative to plans the plant is formulating and decisions it is contemplating concerning tool and die contracting by the plant. In addition, the Company agrees to review the work load capacity of its Tool, Die and Model Departments against the operating needs of the business on a corporate-wide basis to the end of improving the employment opportunities of such skilled trades employees.

#### Work Assignment Practices

The parties recognize that with continued improvements within the skilled trades classification structure, work practices limiting efficient performance should also continue to be improved. However, as inefficient work practices are identified in a plant, the skilled trades committeeman and the Maintenance Area Manager or Supervisor shall endeavor to correct these inefficient work practices in a cooperative and non-adversarial manner. If, however, agreement cannot be reached, the matter may be referred to the Skilled Trades Representatives of the UAW Chrysler Department and of the Corporate Labor Relations Staff who shall jointly review the matter and assist in resolution of the issues in dispute.

In those cases where corrections are made, the Company will retain existing work or, where appropriate, return to the bargaining unit work which had previously been contracted out. Further, improvements in plant operations that may result from more efficient work assignments will not result in the indefinite layoff of affected Journeymen and Permanent Employees who the parties agree may, in such circumstances, be used on other work. It is understood this application shall not adversely affect the seniority provisions pertaining to skilled trades employees. However, factors such as schedule or volume changes, technological improvements and other changes not related to more efficient work assignments, may continue to result in reductions or increases in the number of employees required.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(35) Tool and Die Contracting

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

In our negotiations leading to the Production and Maintenance Agreement dated today we discussed in great detail tool and die contracting by the Company, some aspects of which are the subject of the Tool and Die Contracting Section of our Letter No. (34), Utilization of Skilled Trades Manpower and Facilities. In the course of these discussions we reiterated that the Company cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, models, jigs or fixtures or to buy them.

We assure you, however, that at any location where Journeymen skilled trades employees in the toolmaking trades, including machine repair where applicable, are on layoff for any reason or become laid off as a result of the plants contracting out work involving the fabrication, maintenance or repair of tools and dies, and of the kind normally performed by such skilled trades employees in the plant, the Skilled Trades Representative of the Company, on request, will meet with the Skilled Trades Representative of the International Union to discuss, and provide information relative to, plans the Company is formulating and decisions it is contemplating concerning such contracting. A good faith effort will be extended by the parties to find solution to the problems discussed in these meetings.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 28, 1985

(36) Skilled Trades Qualifications

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During the current negotiations, the Union alleged that in certain instances employees had been hired and accorded status as Journeymen and Permanent employees without sufficient evidence or proof they were qualified for such status in accordance with Section (5) and (9) of the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees.

In response to this matter, the Company advised it would inform local plant managements that when the evidence or proof of Journeymen or Permanent status of a prospective new employee is not clearly established by proof of completion of an Apprenticeship Program in the trade or by documentation of the requisite years of experience in work of the kind performed at Chrysler in the classification, the Skilled Trades Committeeman will be informed and will be afforded the opportunity to review the available documentation before the employee is hired. If a new skilled trades employee is hired and there is disagreement over the years of previous experience that should be credited, the matter may be promptly referred to the Skilled Trades Representatives of the UAW Chrysler Department and the Corporate Labor Relations staff who shall jointly review the documentation and determine the years of experience to be credited before the employee acquires the right to exercise seniority as a Journeyman or Permanent employee.

The parties agreed that both the local Management and the local Union must exercise fair, objective and reasonable judgment when considering such matters.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

December 16, 2019

(37) Utilization of In-Plant Journeymen And  
Permanent Employees  
International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding that production employees who possess the qualifications of a Journeymen or Permanent employee at the time of hire will, upon request, be given an opportunity to interview and be considered for hire when a permanent opening becomes available in their skilled trades classification in the Labor Market area for which they apply.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

November 19, 1990

(38) Skilled Trades Layoff and Detroit Area  
Apprentice Graduates Laid Off

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

This will confirm our understanding with respect to the layoff of certain skilled trades employees and apprentice graduates who formerly had seniority in a non-skilled classification on and after the effective date of the 1990 Production and Maintenance Agreement.

Notwithstanding the provisions of Section (4)(e)(i) and (ii), (8) (d) and (11)(b) of the Skilled Trades Supplement and Section (12) of the Supplemental Agreement - Provisions Pertaining to Apprentices, the following will apply:

1. Journeymen, Permanent Employees and Temporary Employees with Seniority who formerly had seniority in a non-skilled classification may, at the time of layoff and after exercising their seniority in the skilled trades, elect to return to their home plant and exercise their former non-skilled seniority.

2. Apprentice graduates who formerly had seniority in a non-skilled classification may, at the time of layoff and after exercising their seniority in the skilled trades, elect to return to their home plant and exercise their former non-skilled seniority.

3. A skilled trades employee who is working in a non-skilled classification under the provisions of this letter and who loses his seniority shall also lose seniority in his skilled trades classifications.

4. A skilled trades employee who is working in a non-skilled classification under the provisions of this letter shall be recalled to a skilled trades classification in line with his skilled trades seniority as if he had been laid off.

5. A skilled trades employee who, as a result of the application of this letter, is employed in a non-skilled classification shall not, while so employed, be eligible for placement in other plants of the Company pursuant to Section (64).

The Company shall not be liable for claims, including claims for back wages, resulting from implementation of this understanding and shall not incur any liability for claimed violations or errors in administration of this understanding.

Very truly yours,  
CHRYSLER CORPORATION  
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 22, 2015

(39) Related Training - Temporary Layoff

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

Notwithstanding the provisions of Section (19), Related Training of the Supplemental Agreement-Special Provisions Pertaining to Apprentices with respect to affected employees while on temporary layoff, it was agreed, during the 1979 negotiations that a temporarily laid off apprentice, journeyman, permanent or temporary employee in the skilled trades would be paid a training bonus in recognition of satisfactory completion of any related training courses required pursuant to the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees, or such other courses that may be designated by the Company such as the Industrial Electronics Training Program, for each week the employee attends class while on temporary layoff as specified below. The Company reaffirmed that position during the current negotiations.

An employee will earn the training bonus by attending the specified training courses while on temporary layoff and satisfactorily completing the applicable training courses in which the employee was enrolled at the time of temporary layoff.

The amount of each week's bonus will be calculated by multiplying the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including cost-of-living allowance, if applicable, then in effect by:

(a) The number of hours, not to exceed six (6), the employee attends class during a week for which an employee receives a Supplemental Unemployment Benefit; or

(b) The actual number of hours the employee attends class during a week for which an employee does not receive a Supplemental Unemployment Benefit.

The total training bonus will be an amount equal to the sum of the training bonus for each week the employee may earn it. It will be paid to the employee within a reasonable period of time after the employee has been recalled and reported back to work or within a reasonable period of time after the employee has satisfactorily completed the applicable training courses, whichever is later.

Section (19) of the Supplemental Agreement - Special Provisions Pertaining to Apprentices will continue to be applied as in the past with respect to affected employees while on the active roll.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 12, 2011

(40) Temporary Layoff - Skilled Trades

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

This will confirm our understanding that the principle of "inverse seniority" as set forth in Sections (58)(a) and (60) of the Production, Maintenance and Parts Agreement dated October 12, 2011, shall apply to employees in skilled trades classifications.

Pursuant to agreements made in our discussions of the matter, it is also understood that any system of sharing time off between Journeymen, Temporary Employees, and Temporary Employees with Seniority must take into consideration the relative numbers of such employees in each trade at the plant and the nature of the work to be performed during the period of each temporary layoff. On this basis, therefore; we are in agreement that following the temporary layoff provisions of Section (60), the manner in which the principle of inverse seniority is thereafter implemented may be resolved on a mutually satisfactory basis between the Local Union and Management at each plant provided that in each instance of temporary layoff the number of Journeymen or Temporary Employees with Seniority who have the necessary skills to perform the available work will be retained.

In the event any such local system of implementation becomes unsatisfactory, it may be terminated at any plant by either the Local Union or the Management, upon written notice to the other party, in which event the matter shall immediately be referred to the Chrysler

Department of the International Union, UAW and the Corporate Union Relations Staff for resolution. If the matter is not resolved on a mutually satisfactory basis, temporary layoffs at the plant involved will be made in accordance with applicable provisions of the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees.

The Company shall not incur any liability for claimed violations or errors in the administration of this Letter Agreement.

Please indicate your concurrence below.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

September 27, 1999

(41) Discontinued Classifications -  
Classifications With Reduced Numbers of Employees

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

In the negotiations leading to the 1999 collective bargaining agreement dated today, the Union expressed its concern about the Journeymen or Permanent Employees whose classifications have either been discontinued, or the numbers of employees needed in a classification is being reduced due to technology.

When the discontinuance, or reduction of employees needed due to technology, of any skilled trades classification results in the elimination of work opportunity for the affected employees, at the request of the International Union, UAW, the Company will consider the experience acquired in the affected classification in determining the right of any such employee to exercise seniority in another skilled trades classification.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 22, 2015

(46) Skilled Trades - Broken or Damaged Tools

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the negotiations of the 2015 Production, Maintenance and Parts Agreement, the Company reaffirmed its commitment for the replacement of personal tools of Skilled Trades employees broken or damaged on the job.

The Company informed the Union that the practice will continue during the term of the 2015 Production, Maintenance and Parts Agreement whereby the Company will repair or replace tools broken on the job by hourly Skilled Trades employees provided there is no evidence of employee negligence, abuse or improper usage, with the following limitations:

1) The maximum amount expended for the repair or replacement of any one tool shall not exceed \$450.00, and

2) The maximum amount expended at each plant in each year of the 2015 Production, Maintenance and Parts Agreement shall not exceed an amount equal to \$10.00 multiplied by the total number of hourly Skilled Trades employees on the active roll at the plant in the last pay period ending in the month of June preceding the beginning of each year of the Agreement.

The local plant will be required to establish a repair or replacement of broken tool procedure whereby the Maintenance Center Manager (or designee) and skilled trades employees may arrange for the repair or replacement of broken tools. Any costs above \$450.00 for the repair or replacement of a broken tool will be the responsibility of the skilled trades employee.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 12, 2011

(48) Skilled Trades Outside Contracting

International Union, UAW

Attention: General Holiefield

Dear Sirs:

During these negotiations the Union expressed its deep concern over outside contracting matters which are addressed in Letter 50, "Outside Contracting Review Team" and Letter 34, "Utilization of Skilled Trades Manpower and Facilities." In particular, the Union cited failure to follow the advance notice and discussion provisions of said letter.

In response to the Union's concern, the Company informed the Union a letter would be sent to Group Manufacturing Human Resources Executives, Plant Human Resources Managers, and Plant Managers, following negotiations which would read as follows:

During the current agreement we have experienced many labor relations problems in the plants in handling contracting matters.

In many of these instances the root cause of the problem is lack of communication and failure to engage in advance discussion. The Chrysler-UAW National P&M Agreement currently requires meetings, at least on a monthly basis, and advance discussion prior to the decision to contract work normally and historically performed by Chrysler Group LLC skilled trades employees. You are advised that the advance notice and discussion provisions apply not only to maintenance contracting, but also to tool and die contracting at the plant level.

We are informed that plant level meetings with local Union Representatives relative to contracting are often held after the contract

has been let and insufficient useful information is provided to the Union for them to consider and make appropriate comments relative to Managements plans.

The Company intends to achieve world-wide competitive status utilizing not only the skills of our employees, but also the suggestions and ideas of the people and the unions as to how work can best be accomplished at the lowest possible cost with the highest possible quality and on time.

This approach to managing the business should be utilized throughout the Company at all levels: production, skilled and technical. Obviously such discussions should be held in a timely manner with appropriate Management and Union personnel.

Accordingly, please assure that an appropriate representative of Management in each Human Resources Department is responsible for having adequate information about each contract for the performance of skilled trades work covered by the contracting provisions of the Agreement. Approval by the Human Resources Representative, prior to the contract being let to an outside firm, but after determination that discussions have been satisfactorily completed, shall be required. This will require complete understanding and cooperation of our contractual requirements by the plants Engineering and Purchasing personnel. Further, Outside Contracting Review Team process training will be provided, by the Skilled Trades Representatives from the Corporate Union Relations Department and International Union, no later than the 2nd quarter of 2012.

There are numerous examples where complete, advance communications with the Union and the skilled trades employees has resulted in important projects being completed on a competitive basis in terms of quality, cost and timeliness. The result has been a feeling of pride of accomplishment shared by the Union, employees and the managers.

Plant relationships can only be improved by open, frank communications in all areas, particularly in carrying out our contracting responsibilities.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

(49) Placement of Skilled Trades Employees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During negotiations leading to the 2015 National Production and Maintenance Agreement, the Union expressed its concern over placement opportunities for laid off skilled trades employees. In response to this concern the Company informed the Union that laid off journeymen and permanent employees qualified to perform the available work will be given consideration for placement in an opening in a related skilled trades classification in a plant in the same labor market area before any new employees are hired.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(50) Outside Contracting Review Team

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these Negotiations the parties discussed at great length matters pertaining to outside contracting notification. Specifically, the Union expressed concern over the failure on the part of certain local managements to follow the advance notification and discussion provisions of Letter 34 - Utilization of Skilled Trades Manpower and Facilities, and Letter 48 - Skilled Trades Outside Contracting. In particular, the Union cited many instances where "minor" in-house non-project work was performed by outside contractors and the local union was not afforded the opportunity to discuss with management outside contracting arrangements due to "time and circumstance" preventing advance notification.

The parties agree and reaffirm that meaningful discussions can only occur between Management and the Union when the outside contracting arrangement is known in a timely fashion. Commencing January 2016 the Skilled Trades Committeeperson and Maintenance Manager will jointly report on the compliance status of the Outside Contract Review Process at the Local World Class Participation Meetings (LWCP). Likewise, it is understood by the parties that emergency situations will arise where time and circumstances may prevent advance notification and discussion.

The parties recognize there is a need for constructive progress in communication for a complete understanding and cooperation of our contractual requirements in this regard. Therefore the parties agree that an Outside Contracting Review Team be established on the local plant level consisting of the Plant Human Resources Manager, the Plant Manufacturing Engineering Manager, the Local Union President and the Local Skilled Trades Committee Representative. The Outside Contracting Review Team shall meet in person and at least on a monthly basis to review current maintenance and construction programs and plans for the facility. Tool and Die plans will be reviewed at the plant level following program approval and announcement. The review process will be a positive approach for sharing information on manpower skills, equipment, and facilities available to do the work competitively in quality, cost and performance, and within the projected time limits. At the meeting the Local Union will be provided a copy of tentative appropriation requests. Recognizing the tentative and confidential nature of such appropriation requests, the members of the Outside Contracting Review Team will maintain the information contained in such appropriation requests in the strictest confidence. Furthermore, to address concerns at the Warren and Sterling Stamping Plants, along with Mt. Elliott Tool & Die Manufacturing, tentative new model stamping tool and die construction plans will be shared at the local level by the Plant Manufacturing Engineering Manager or his/her designee with the skilled trades committeeperson.

In a further effort to ensure all relevant considerations have been reviewed by the Company and Union prior to letting an outside contract for the performance of skilled maintenance and construction work, the parties have prepared a Checklist (Exhibit 1) to guide the local review of potential outside contracting matters. The checklist is to be used in conjunction with the Outside Contracting Review Team Meetings and is intended to assist in the advance discussion of projects or work historically and traditionally performed by skilled trade employees, other than those of an emergency nature and those projects otherwise covered by the Memorandum of Understanding M-1 (Sourcing). The Checklist will be utilized as a planning tool to ensure that those relevant factors related to outside contracting are fully considered prior to a decision to let work to an outside contractor.

Furthermore, an "Appropriation Request Advanced Discussion Validation Sheet" (Exhibit 2) will be incorporated into the process for all projects. For major new model projects, a meeting will be held at a mutually agreed upon location with the appropriate parties.

In addition, the Employee Relations Department and International UAW will provide an updated communication reminding all plants of the purpose of the Outside Contracting Review Team and its requirements to be completed by end of 1st quarter 2016.

The National Parties will meet no later than the 1st quarter of 2016, to discuss the Outside Contracting Review Team training plan.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

## Exhibit 1

### OUTSIDE CONTRACTING REVIEW TEAM TENTATIVE APPROPRIATION REQUEST CHECKLIST

PROJECT TITLE \_\_\_\_\_ PROJECT # & REQ # \_\_\_\_\_

The following Checklist has been developed by the parties for use during Outside Contracting Review Team meetings as a planning and communication tool to ensure that relevant factors related to outside contracting are fully considered prior to a contract being let to an outside contractor.

Advance Notification and Clearance Procedure – Letters 34/48/50/209 – P & M	√	Notes
1) Has a tentative appropriation request been presented in person to the Local Union?		
2) Has the Union been provided advance written notification prior to letting the contract?		
a) Has the general nature and scope of the project been disclosed? Is the project CWO or plant expense?		
b) Has an estimate of the trades and manpower required been discussed?		
c) Have the approximate start and ending dates of the project been provided?		
d) Has the Union been informed why the services of an outside contractor are being contemplated (cost, equipment, skills, manpower, etc)?		
3) The conditions and limitations as set forth in all Agreements between the UAW and FCA US LLC.		
a) Are there any specialized work skills needed?		
b) Is specialized equipment required?		
c) Taking into consideration the primary mission to support production, are there any early outside contracting project related opportunities available such as equipment removal, site preparation and new equipment training?		
d) Have the provisions of Letter (34) – Utilization of Skilled Trades Manpower and facilities been taken into consideration specifically as it relates to tool and die contracting?		
e) Have quality, cost and performance factors been considered?		



Exhibit 2

APPROPRIATION REQUEST ADVANCED DISCUSSION VALIDATION SHEET

Plant Name: \_\_\_\_\_

Appropriation Request No: \_\_\_\_\_

Appropriation Request Title: \_\_\_\_\_

The undersigned have reviewed the above mentioned Appropriation Request and agree that:

Check Which Applies

( ) Advanced Discussions were not required at this time.

( ) Advanced Discussions were held between Plant Management and the Skilled Trades Committeeperson.

\_\_\_\_\_  
Plant Manufacturing Engineering/Facilities Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
UAW Skilled Trades Committeeperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plant Human Resources Manager

\_\_\_\_\_  
Date

September 29, 2003

(51) Warranties

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During the current negotiations, the Union complained there has been inconsistent administration of the "Warranty and Service Agreements" provisions of Letter (34) - Utilization of Skilled Trades Manpower and Facilities. The Union indicated that plant managements insist on warranties beyond normal periods of time and that our skilled trades employees are not assigned to the new equipment or machinery until long after it has been in the plant. This does not provide the opportunity for our own skilled trades to learn how to keep such equipment operating effectively.

The Company informed the Union that good business practice includes the use of warranty arrangements sufficient to assure that the equipment purchased by the Company performs according to specifications required by the purchase contract.

The Company agreed to remind the purchasing representatives that the training and expertise that will be required of our own skilled trades must also be kept in mind as an important business consideration. The transition from vendor to our employees and the training and timing of the transition are important parts of that consideration.

In addition, the Company reaffirms its commitment that the written notification and discussion provisions applicable under Letter (34) - Utilization of Skilled Trades Manpower and Facilities shall be utilized where placement of Warranty and Service Agreements are contemplated. The Company further agrees to inform the Group and Plant Human Resource Managers that notification criteria will include the relevant considerations in making decisions as to the need and duration of such agreements. Furthermore, upon request of the skilled trades committeeman the plant will make available the information regarding the duration of warranty agreements on new machinery and equipment.

Very truly yours  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

November 19, 1990

(56) Temporary Layoff – Apprentices

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

This will reaffirm our understanding that Letter (40), Temporary Layoff - Skilled Trades, is not applicable to Apprentices. However, when a temporary layoff in a trade does occur, Apprentices will be laid off in accordance with Section (13) - Ratio of Apprentices to

Journeymen, with the last Apprentice hired being the first laid off. If the layoff is for a short duration, apprentices would not be permitted to return to their former plant nor allowed to exercise their production seniority.

Very truly yours,  
CHRYSLER CORPORATION  
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

November 19, 1990

(60) Temporary Employees Returned to Production

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During the 1990 negotiations, the Union cited instances where for the sole purpose of utilizing outside contractors, some plants were removing Temporary Employees from their skilled classifications and returning those employees to their former non-skilled classifications.

Notwithstanding the provisions of Section (70) Job Security and Outside Contracting and Section (11)(f) Outside Contractors, Management assures the Union the Company will not act arbitrarily or capriciously in disregard of the legitimate interests of Chrysler employees. The Union was informed that in those instances where the Union has evidence to support incidents that a plant has returned Temporary Employees to their former non-skilled classification for the sole purpose of outside contractor utilization, the matter may be referred to the International Union's Skilled Trades Representative who may discuss the issue with the Company's Skilled Trades Representative.

This letter is not to be regarded as impairing the Company's right in any way to use outside contractors when it is deemed appropriate and necessary.

Very truly yours,  
CHRYSLER CORPORATION  
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 12, 2011

(61) Die Construction Review Clarification

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

Letter (34) of the Production and Maintenance Agreement provides for periodic meetings between the Skilled Trades Representative of the Union Employee Relations Staff and the Skilled Trades Representative of the International Union, UAW to discuss and provide information relative to plans the Company is formulating and decisions it is contemplating concerning tool and die contracting on a corporate-wide basis. The parties during these negotiations have agreed to include Stamping Operations Management in these discussions which is expected to lead to a more accurate forecast of the utilization of Company facilities and personnel.

Since the 1993 negotiations, such discussions have taken place by September 1 of each year to review the subsequent year's die construction plans. During these negotiations, the parties have agreed that such discussions will now take place by August 1.

The parties discussed at length the need to ensure that our workforce is appropriately technically trained and flexible to meet the challenges of the next millennium.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

January 7, 1985

(62) Temporary Employees with  
Seniority - Closed Plants

International Union, UAW

Attention Mr. A. Bucci

Dear Sirs:

This will confirm our understanding that a Temporary Employee With Seniority indefinitely laid off from a closed plant shall be credited with the seniority date he had at the closed plant when placed in the same apprenticeable classification in another plant in accordance with the provisions of the Memorandum of Understanding On Plant Closings.

The Company shall not be liable for claims, including claims for back wages, resulting from implementation of this understanding.

Please indicate your concurrence below.

Very truly yours,  
CHRYSLER CORPORATION  
By W. R. Jacobson

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By A. Bucci

October 12, 2011

(63) Skilled Trades Temporary Employee Program

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the Company informed the Union that in view of existing business conditions it does not anticipate the need for additional Temporary employees during the term of the Agreement. However, in the event the Company deems it necessary

to supplement the skilled workforce with Temporary Employees the following will apply:

The plant will initiate a plant posting for the open Temporary Skilled Trades positions. A local selection committee consisting of the Skilled Trades Committeeman and a specified member of Local Management will review relevant factors such as previous applicable work experience in the particular trade, employee attendance records, discipline history, and non-skilled seniority. The most qualified candidate will be jointly selected as a Temporary Employee for placement into the available skilled trades opening. When the local selection committee determines that two or more candidates are equally qualified, the employee with the highest plant seniority date will be selected for placement into the available opening.

Once the candidate(s) are selected, the local parties must submit a joint request in writing to the Corporate Employee Relations Department and the Chrysler Department of the International Union. The request must include the candidate(s) qualifications, the reason for the Temporary Employee(s) and the duration of the temporary assignment.

The parties recognize it is more desirable to secure Journeymen by hiring and by training through established apprentice training programs and the above understanding is not intended to in any way restrict the Company's rights in that regard.

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

Accepted and Approved

INTERNATIONAL UNION, UAW  
By: General Holiefield

December 16, 2019

(64) Temporary Employees in Apprenticable Trades

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding that, notwithstanding provisions for calculation of seniority dates for temporary employees in apprenticeable classifications contained in the Supplemental Agreement - Provisions Pertaining to Skilled Trades Employees, the following provisions shall apply:

1. A temporary employee who completes the Schedule of Work Processes and acquires eight (8) years' experience at FCA US LLC in an apprenticeable classification or five (5) years of experience in one of these classifications and three (3) years additional experience in a related apprenticeable classification, will be given a seniority date six (6) years prior to the date he acquired eight (8) years' experience.

2. A temporary employee who completes the Schedule of Work Processes and acquires eight (8) years' experience in an apprenticeable classification, including some experience not acquired at FCA US LLC, will be given a seniority date of 75% of the time worked at FCA US LLC.

3. A temporary employee with all of his credited time at FCA US LLC in the same plant who completes the Schedule of Work Processes and accumulates four (4) years' experience in an apprenticeable trade shall become a "Temporary Employee with Seniority" and will be entered on the seniority list with a date two (2) years prior to the date he accumulated four (4) years' experience.

Notwithstanding the above, it is understood and agreed that temporary employees in apprenticeable trades who acquired seniority dates prior to October 1, 1993 will not have a lower position on the seniority list than they would have had if the current method of calculation of seniority dates had remained in effect.

Upgraders in a Skilled Trades Classification in all manufacturing and PDC locations, if they qualify, will be eligible for any bonus or award their Skilled Trades Classification receives, prorated for the hours they worked as an upgrader.

The Company shall not be liable for claims, including claims for wages, resulting from implementation of the understanding and shall not incur any liability for claimed violations or errors in administration of this understanding.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 28, 1985

(68) Union Leave of Absence

International Union, UAW  
Attention: Mr. Marc Stepp  
Dear Sirs:

During recent collective bargaining negotiations, we discussed with your Union certain abuses of Section (80), Leaves for Union Business. These abuses include, but are not limited to: requesting excessive numbers of employees to be excused, untimely written requests to the Labor Relations Supervisor and requests for reasons subsequently determined to have been for other than Union Business.

The parties agreed such abuses are disruptive to the Corporation's plant operations, detrimental to the relationship of the parties, and are not condoned by the International Union.

When the Plant Management believes that the actions of the Local Union are inappropriate in this regard, Management's objections shall be presented in writing to the Local Union President. In the event the matter is not resolved, it may be referred to the Corporate Labor Relations Department for review with the International Union which shall use its best efforts to prevent the recurrence of such abuses.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

December 16, 2019

(69) Plant Vacation Shutdown U.S. Plants

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding that a plant shutdown for vacation purposes for one (1) week may be scheduled at plants of the Company where schedules and operating conditions permit. Assembly Plants that have an identified launch may schedule up to two (2) Plant Vacation Shutdown Weeks. Such a launch shutdown may take place anytime during April through November or with the Local Union's agreement, during other week(s) more advantageous to plant operations. The National Parties may also approve certain week(s) that are beneficial to both employee and business needs. The provision of Section 79 (c) stating that, approved vacation time off will not be changed without the consent of the employee, shall not apply to any vacation shutdown periods. (Employees will not be eligible for Supplemental Unemployment Benefits (SUB) or state unemployment benefits during the weeks so designated as vacation shutdown. Employees may apply for State Unemployment Benefits for any amount of the vacation shutdown period for which they were not eligible for payment in lieu of vacation consistent with Section (104)(a)).

Management will advise the Local and International Union during the month of February of each year of the proposed dates and duration of the vacation shutdown and the employees, if any, that would be required to work during the vacation shutdown period.

Unforeseen circumstances may require subsequent changes and such changes will be reviewed with the Local Union as soon as practicable. In the event a vacation shutdown week is canceled at least 30 days prior to the scheduled shutdown week, impacted employees may volunteer to keep the week as a leave of absence under the condition that sufficient supplemental employees are available to replace employees making such election. A scheduled vacation shutdown may not be canceled within 30 days of such shutdown.

Notwithstanding the time of payment provisions in Section (104)(d) of the National Production and Maintenance and Parts Agreements, if a vacation shutdown is scheduled at a plant,

employees at the plant not selected to work during the shutdown period shall have their basic payment in lieu of vacation with pay entitlement under Section (104) of the Agreement paid to them at the time of the shutdown in an amount not to exceed the number of weeks of the shutdown and shall take their vacation leave of absence. However, employees may elect to receive their basic payment in lieu of vacation entitlement in May and it is understood that employees electing this payment option will be considered to be on vacation during the designated vacation shutdown and will be ineligible for SUB or state unemployment benefits. Their basic payment in lieu of vacation with pay shall be computed in accordance with the provisions of Subsection (104)(d)(i).

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 28, 1985

(70) Pregnancy Leave

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

This is to confirm our understanding with respect to the circumstances under which a pregnancy leave of absence may be granted under Section (78)(a) of the National Production and Maintenance Agreement. Active employees are expected to continue to work until such time as they are physically unable to perform their regular work or other available work. However, upon request an active employee, though not physically unable to work due to pregnancy, will be granted a personal leave of absence for good cause within the meaning of Section (78)(a) subject to the limitations contained in Section (78)(f). Such a leave of absence shall not entitle the employee to any benefit under the Insurance Program that she would not otherwise be entitled to.

Very truly yours,  
CHRYSLER CORPORATION  
By W. B. Maher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

September 29, 2003

(71) Overtime Prior to Vacation Leave

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During negotiations leading to the current agreement, the Union discussed its concern over the scheduling of employees to work overtime on the weekend prior to the beginning of a vacation leave of absence. In response to this concern, the Corporation informed the Union that the plants would be advised that every effort will be made to accommodate requests to be excused from weekend work on a weekend immediately preceding a scheduled vacation leave when it is possible to obtain the required qualified workforce for weekend work through use of volunteers or temporary, part-time employees with the skills required to perform the work.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

December 16, 2019

(73) Pay Practices

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company's interpretation of the applicable sections of the Agreement are as follows:

1. Premium Pay. Section (86) provides:

"Time and one-half will be paid as follows, except as provided in Section (88):

"Time and one-half will be paid after forty (40) compensated hours in the work week. Credit towards the forty (40) compensated hours will be provided for verified hours on an approved Union Leave of Absence. Premium payments in accordance with Section (86) will be paid for time worked on Saturday provided the employee has otherwise worked at least forty (40) compensated hours during the work week in which the Saturday occurs."

Section (87) provides: "Double time will be paid as follows except as provided in Section (88): (a) For time worked on the calendar Sunday."

Compensated Hours for overtime calculation purposes are defined as:

- Straight-time hours
- Straight-time holiday hours as designated in accordance with Section (95)(a)
- Paid Absence Allowance (PAA) as designated in accordance with Section (104), not to exceed regularly scheduled work hours
- Bereavement pay in accordance with Section (81)
- Jury duty pay in accordance with Section (82)
- Short-term military duty pay in accordance with Section (83)

- Compensated short work week hours in accordance with Exhibit D
- Scheduled vacation hours in accordance with Section (104), not to exceed regularly scheduled work hours
- Short-term paid absences of less than five (5) days where sickness and accident benefits were paid in accordance with Exhibit B

Compensated hours exclude:

- Personal Absence Allowance (PAA) hours used in accordance with Letter (216) Saturday Paid Absence Allowance Requirements, unless Saturday is a regularly scheduled work day in accordance with Letter (246) Alternative Work Schedules
- Basic Payment in Lieu of Vacation payment in accordance with Letter (85)
- Premium Holiday Hours in accordance with Section (87)(b)

A representative of the UAW FCA Department and a representative of the Wage and Salary Administration Staff may discuss concerns raised in the application of compensated hours.

In interpreting Section (86) and Section (87), it is understood that it is not the intent to provide an employee a greater premium pay entitlement than in the 2007 Agreement. The primary purpose of the 2009 modifications is to encourage better attendance and to ensure hours of absences are worked before premium pay shall apply.

**2. Seven-Day Operations.** Section (88) of the Agreement now provides:

"Employees working on what are normally classified as seven-day operations will not be paid overtime or premium pay in accordance with Sections (86) and (87) above, but will be paid as follows:

"(a) -- Time and one-half for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty (40) hours per week.

"(b) -- Time and one-half for time worked on the sixth (6th) day of the employees scheduled workweek.

"(c) -- Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.

"(d) -- For the purposes of Subsections (b) and (c), a holiday specified in Section (95) for which an employee receives holiday pay or on which he performs work will be considered as a day worked. Notwithstanding the provisions of Section (90), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (c).

"(e) -- Double time for time worked on any of the days on which any of the designated full holidays are observed, in addition to his holiday pay under Section (101).

"(f) -- Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement."

An employee who performs maintenance duties in the powerhouse and who is normally scheduled to work Monday through Friday, and an employee, who is assigned to attend or maintain an auxiliary equipment installation that operates in conjunction with five-day operations, shall not be deemed to be working on an operation covered by Section (88); provided, however, that employees who were receiving ten cents (10¢) per hour and were red-circled in accordance with the National Production and Maintenance Agreement, dated September 22, 1964 shall continue to receive this amount so long as they remain on their present job assignment.

**3. Section (85), Shift Premium and Hours, provides:**

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

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

Hourly employees who are scheduled to work and work a shift other than their regularly scheduled shift, will receive the premium provided in Section (85).

For example, an employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday he is scheduled to work and works a shift from 3:30 p.m. to 12:00 midnight. He will receive second shift premium for those hours on Friday.

First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift.

For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m. On Friday he is scheduled to work and works a shift from 3:00 a.m. to 3:30 p.m. He will receive third shift premium for those hours on Friday.

4. This letter replaces the letters of understanding between the Company and the Union dated November 1, 1955, October 31, 1956, November 2, 1961, September 22, 1964, November 10, 1967, January 20, 1971, September 21, 1973, October 25, 1979 and October 14, 1996.

5. These interpretations shall be effective with the effective date of the National Production and Maintenance Agreement dated today and shall apply during the term of said National Agreement.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

September 21, 1973

(74) 3rd Shift Opers. Sunday Night Start

International Union, UAW

Attention: Mr. Douglas A. Fraser

Dear Sirs:

During negotiations leading to the new collective bargaining agreement signed today, the parties discussed the feasibility of converting all third shift operations to a Sunday night start.

The parties recognize that in certain plants it is essential that third shift operations continue to start the workweek on Monday night due to operating requirements.

Under certain conditions which are acceptable to both the Local Union and the Management of a particular plant, arrangements may be made whereby third shift operations which start on Monday night may, by mutual agreement, be changed to start on Sunday night subject to the approval of the Chrysler Department of the International Union and the Labor Relations Department of the Company.

Very truly yours,  
CHRYSLER CORPORATION  
By W. F. Bavinger, Jr.

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Douglas A. Fraser

December 10, 1982

(75) Paid Lunch

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

This will confirm our understanding that in applying Section (91) (b) of the Production and Maintenance Agreement, the Company intends to do the following:

When production employees are assigned full time on a regular basis to all three shifts in a production department and the number of production employees on the least populated shift exceeds 50% of the number of employees on the most populated shift in that production department, all the production employees in that department shall be scheduled to work 7 3/4 hours on each shift and shall have a lunch period of one-quarter hour and shall receive eight (8) hours pay.

It is understood that this arrangement does not apply to repair departments in assembly plants or employees in non-productive or indirect labor departments such as inspection, material, maintenance, janitors, etc., except for those employees assigned exclusively on a

full-time and regular basis to the production department working 7 3/4 hours, in which case the non-productive or indirect employees will also be scheduled to work 7 3/4 hours and a one-quarter hour lunch period.

This application is not intended to interfere with any local management's agreement in effect on December 10, 1982, or to limit management's right to apply the provision of Section (91)(a) under any circumstances.

If it is necessary to deviate from this application at any plant, the local union will be advised of the reasons and should any disputes arise as to the application of this agreement and cannot be resolved at the local level, it will be immediately referred to the UAW Chrysler Department and the Chrysler Corporation for resolution.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

November 5, 1976

(76) (88)(c) Seven Day Operations

International Union, UAW

Attention: Mr. Robert Jensen

Dear Sirs:

In the negotiations of the 1976 National Production and Maintenance Agreement, certain interpretations with respect to Section (88)(c) of said Agreement were discussed. This will confirm our understanding that when an employee is scheduled to work a full shift on each of two consecutive calendar days, a twenty-four hour break between the end of the employee's scheduled shift on the first such day and the beginning of his next scheduled shift on the following day will not be considered a break in consecutive scheduled days of work.

For purposes of the interpretation set forth above, the scheduled shift for third shift employees shall be considered to fall on the calendar day on which the shift ends.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Arthur Hughes

December 16, 2019

(77) Starting Times in Plants & Parts Depots

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In the negotiations leading to the current collective bargaining agreement, the Union acknowledged that business considerations in Company Plants and Parts Distribution Centers often require a change of shift starting times.

Under normal operating conditions, it is Company policy to consider the Union's input and to advise the Union, with a minimum of 30 days notice, of the need to change shift starting times as well as the reasons for such change prior to implementing the new starting times. Should circumstances arise that prevent a minimum of 30 days notice, any such change will be subject to Union concurrence.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

September 27, 1999

(79) Holiday Pay - Christmas Holiday Period

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

This will confirm the fact that with respect to the application of the eligibility rules applicable to the Christmas Holiday Period holidays, the Company will follow the following practice with respect to the application of the provisions of Sections (96), (97), and (98) of the 1988 National Production and Maintenance Agreement and corresponding Sections of the other National Agreements applicable to hourly employees:

1. A seniority employee who requests and is granted a vacation leave of absence which includes the last scheduled working day prior to a Christmas Holiday Period and who also requests and is granted a vacation leave of absence which includes the first scheduled working day after such Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas Holiday Period.

2. A seniority employee excused by his foreman from work on the last scheduled working day prior to or on the next scheduled working day after a Christmas Holiday Period, or both, shall, if otherwise eligible, receive pay for the holidays which fall in that Christmas Holiday Period.

3. A seniority employee on sick leave of absence who is released by his doctor to return to work during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period falling on and after the date he notifies the plant of his availability for work and, provided further, that he presents satisfactory medical evidence of his availability to work on such day upon his return to work.

4. A seniority employee on a personal leave of absence which expires during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period which fall (1) on or after the expiration date of such leave or (2) on and after the date he notifies his plant of his availability for work, whichever is later.

5. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for pay for one (1) of the holidays in the Christmas Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 22, 2015

(80) Holiday Pay - Temporary  
or Indefinite Layoff

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

Notwithstanding the provisions of Section (97) of the National Production and Maintenance Agreement and the corresponding Sections of the other National Agreements applicable to hourly employees, a seniority employee who is temporarily or indefinitely laid off during the fourth workweek prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh workweek prior to a week in which one or more of the holidays in the Christmas holiday period falls and who worked his last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas holiday period. An employee temporarily laid off shall receive pay for such holidays following his return to work from such layoff.

Additionally, it is understood that a laid off employee who qualifies for Christmas holiday pay as provided in this letter, and who also qualifies for Christmas holiday pay as provided in S-1 Supplemental

Agreement Temporary Employees by virtue of being on temporary status during the Christmas holiday period, will be provided the greater of the two Christmas holiday pay entitlements but not both.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 28, 1985

(82) Probationary P&M Employees  
Formerly On Salary

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During negotiations of the current Production and Maintenance Agreement the Union expressed its concern regarding long service salaried employees of the Company who do not qualify for holiday pay after being hired into an hourly Production and Maintenance or Parts bargaining unit because they had not acquired seniority in such unit on the date of the holiday.

In the event such situation should occur, the Director, National Chrysler Department of the International Union may discuss the matter with the Manager of Labor Relations of the Company.

Very truly yours,  
CHRYSLER CORPORATION  
By T. W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 28, 1985

(86) PAA Requests

To: Vice Presidents  
General Managers  
General Plant Managers  
Plant Managers

During recent national negotiations between the UAW and Chrysler Corporation, the Union has again raised the difficulty experienced by employees with good attendance records in obtaining permission to be excused for a day which would be covered by the Paid Absence Allowance Program.

Consistent with the need to run our operations efficiently, and fully realizing the problems caused you by excessive absenteeism, every reasonable effort should be made by the plants to accommodate requests for Paid Absence Allowance made in advance by employees who have good attendance. It would seem to us such requests could and should be honored for days when a plants attendance problems are normally not severe, such as Tuesday, Wednesday, Thursday or the day shift on Friday. Of course, it is understood that if there is an unusual circumstance of advance requests for a given day which, if granted, would seriously impact on a plant's or department's operations, certain requests must then be denied. If that becomes necessary, the employee(s) who request the day first should be accommodated.

Each plant is directed to develop a procedure whereby employee requests may be recorded in advance, and such information is to be made available to the proper Union Representative upon request. Any problems which may arise from the plants application of Paid Absence Allowance may be discussed between the Plant Shop Committeeman and the Labor Relations Supervisor.

Very truly yours,  
CHRYSLER CORPORATION  
By R. E. Dauch  
L. H. Runk

May 16, 1988

(87) Holiday Hours Conversion Option

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During the current negotiations, the parties discussed the receipt of holiday pay by an employee when a full week (40 hours) of vacation leave is taken in which a holiday(s) occurs.

Notwithstanding the provision of Section (100), this will confirm our understanding that when a holiday(s) as defined in Section (95), excluding those holidays comprising the Christmas holiday period, occurs during a full week of approved vacation leave of absence, an employee may elect to convert the holiday(s) hours for which he is eligible to equivalent hours of Paid Absence Allowance to be scheduled under the terms of Section (104)(e)(i). Such converted hours will be in addition to those Paid Absence Allowance hours for which he is otherwise eligible.

It further is understood that to be eligible for this conversion, an employee must make his election to convert in writing using a locally provided form during the second week prior to the start of the approved vacation leave of absence during which such holiday(s) occurs.

Very truly yours,  
CHRYSLER CORPORATION  
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 18, 1993

(88) Employees Called to Duty  
with Reserve Forces

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

Chrysler Corporation recognizes that our employees are an essential element of the Reserve Forces of the United States. Presently, when such employees are called to long-term active duty, they will be released for such duty.

During these negotiations, the Company and Union discussed the personal hardships employees may face when called to active duty, particularly on short notice. The Company assured the Union it will give full consideration to requests from Reservists for time off needed to take care of personal affairs when they are called to long-term active duty.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

December 16, 2019

(89) Accumulation of Time - Higher Classifications

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company's practices on accumulating time on higher classifications are as follows:

1. It is recognized that under certain circumstances it is necessary for employees to be regularly assigned to do work that falls within two or more hourly classifications with different rates of pay.

2. An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for fifty percent (50%) or more of the scheduled shift time shall be paid at the rate of the higher classification for all hours worked on that shift. An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for less than fifty percent (50%) of the scheduled shift time shall be paid at the rate of the higher classification for the actual hours worked on the higher classification on that shift. The Company has instructed its supervisors to maintain accurate records of time accumulated on higher classifications, and to process for payment any accumulation of such time on a pay period basis.

An employee assigned, whether temporarily or on a regular and recurring basis, to a job with a higher classification for less than one hour on a shift shall receive the rate of the lower classification for all hours worked on that shift.

3. A seniority employee in a non-skilled classification assigned, whether temporarily or on a regular and recurring basis, to a job with a higher non-skilled classification who receives the rate of the higher classification shall be paid a rate determined in accordance with applicable provisions of Section (114) of the current Agreement.

4. An employee hired under the terms of the M-13 Memorandum of Understanding UAW-FCA US LLC Non-Skilled Employees Hired or Rehired on or after October 29, 2007 and Skilled Trade Employees Hired or Rehired on or after October 12, 2011 and Dundee Engine Non-Skilled and Skilled Trade Employees Hired on or after October 12, 2011 Wage & Benefit Agreement - (M-13) and performing painting activities shall be paid a rate of \$30.11 in accordance with Section 2.

5. This letter regarding accumulation of time will not be applicable to local plant agreements regarding division of overtime covering classifications paying different rates, or to the assignment of Union representatives where such assignment is made for representation.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 28, 1985

(90) Reclassification

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

Where an employee has held a particular hourly classification and rate while performing the same job for a period of one (1) or more years, and Management determines that the classification is improper for the job in question, Management may reclassify the job to the appropriate hourly classification, but the employees rate of pay while assigned or reassigned to that job will not be changed. The proper classification and rate of pay shall apply to any future employee on the job so reclassified. This shall not preclude the Union from protesting the propriety of such reclassification through the grievance procedure.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved;

INTERNATIONAL UNION, UAW  
By Marc Stepp

December 16, 2019

(91) Wage Progression

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm the Company's practice with respect to the application of M-13, Section IV Wages and Classification, Section 1 Wages - Team Member Rates as it relates to seniority employees laid off due to a reduction in force.

A seniority employee who (1) did not complete progression to the full base rate of the job classification pursuant to the provisions of

M-13 , Section IV, 1 prior to being laid off, (2) loses seniority while on layoff and (3) is subsequently rehired within one year of the date of losing seniority shall be required to complete a probationary period pursuant to Section (45) but shall be subject to the progression provisions of M-13 , Section IV, 1 in effect when the employee was last hired prior to layoff and shall continue progression from the same relative position in the applicable rate range the employee had attained prior to layoff. If such employee did complete the progression and was paid the full base rate of the job classification prior to the layoff, the employee shall be required to complete a probationary period as provided above but shall be paid the full base rate of the classification.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 12, 2011

(96) Product Purchase Programs

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

This will confirm that during these negotiations the Company advised the Union that it will continue the Mopar Parts Purchase Program for eligible employees and retirees offering convenience and continued favorable pricing. The Program provides a 25% discount off the dealer list price on Mopar Genuine Parts, remanufactured parts, performance parts and accessories. Exclusions apply to Wearable items, Tires, and other select specialty parts. The employee-retiree can order replacement parts by calling the program hot line (800.852. MOPAR) and receive a discount code or by using the internet site ([www.mopar.com/employee](http://www.mopar.com/employee)) where a discount code will be provided electronically. It is understood by the parties that this program is intended only for eligible employees-retirees.

In addition, employees-retirees who purchase and / or lease a Company vehicle under the terms and conditions of the Employee-Retiree New Vehicle Purchase / Lease Programs are eligible to receive 25% off the list price (MSRP) on Chrysler Service Contracts. A toll free number (800.521.9922) and website ([www.servicecontracts.chrysler.com](http://www.servicecontracts.chrysler.com)) will continue to be made available to our employees

for further program information. It is understood by the parties that this program is intended for eligible employee-retirees and family members. It is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of these Programs shall not constitute a precedent for future negotiations on this subject.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 12, 2011

(97) Employee-Retiree New Vehicle  
Purchase / Lease Programs

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

This will confirm that Chrysler Group LLC intends to continue the Employee Advantage Program for eligible employees, retirees and surviving spouses. Eligible participants include active employees; employees on approved leaves of absence; dependents of eligible employees/retirees; retirees receiving benefits from a normal, early or PTD pension under the Chrysler-UAW Pension Plan; spouses of employees and retirees; surviving spouses receiving benefits from a normal, early or PTD pension; sons and daughters (including stepchildren) of living employees, retirees, and surviving spouses receiving benefits from a normal, early or PTD pension; parents and parents-in-law of employees or retirees; brothers, sisters, step-brothers, step-sisters, half-brothers and half-sisters of employees and retirees; brothers-in-law and sisters-in-law of employees and retirees; sons-in-law and daughters-in-law of employees and retirees; part-time employees; grandparents; grandchildren; and same sex domestic partners meeting the criteria as defined by the benefits group. Also eligible are survivors of eligible hourly employees who receive a

monthly Transition benefit and surviving spouses of employees who died while actively employed regardless of pension or marital status; as long as the surviving spouse is alive, the children also remain eligible. Surviving spouse participants must prove relationship to verify eligibility.

Eligible employees, retirees and surviving spouses may purchase and / or lease up to a total maximum of six (6) eligible vehicles during the calendar year under the Program. Under the Employee Advantage Program, the dealer selected by the employee, will bill the employee a sum not to exceed the Employee Price (EP) designated on the vehicle invoice.

The Employee Advantage Program also provides Chrysler active employees, retirees, and surviving spouses the opportunity to obtain up to six (6) Control Numbers to extend to friends and extended family members under the Friends Program, which offers preferred pricing. Under the program, the dealer selected by the employee will bill the purchaser a sum not to exceed the Preferred Price (PP) designated on the vehicle invoice.

Control Numbers and complete terms and conditions of the program are available via the Chrysler Group LLC Employee Advantage Program website ([www.ea.chrysler.com](http://www.ea.chrysler.com)) and hot line (800.756.2886).

In continuing to make the Employee Advantage Program available it is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

We appreciate the efforts of the UAW to encourage employees to purchase and / or lease the Company's Products.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 28, 1985

(98) Appeals - State Unemployment  
Compensation

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During the current negotiations, the Union requested that it be given notice of any case in which the Corporation appeals to the courts to protest the payment of state system unemployment compensation to an employee. The Union has emphasized the relationship to the Supplemental Unemployment Benefit Plan as the basis for this request. Pursuant to that request, the Corporation will provide the Chrysler Department of the International Union the name, docket number and forum of all such appeals to the courts in which a member of the collective bargaining unit is the claimant and where the protest of the state system unemployment compensation has resulted in denial of benefits under the Supplemental Unemployment Benefit Plan.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 22, 2015

(103) Youth Programs

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

Under the direction of the Joint Activities Board, the UAW-Chrysler National Training Center is developing a Youth program. This program is designed to enhance the normal education system, encourage academic excellence and provide career awareness.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 29, 2007

(106) Tuition Assistance Plan

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During current negotiations, Chrysler and the UAW reaffirmed the necessity of providing active and laid-off employees opportunities for education and training. These efforts will enable them to either reenter the work force or enhance their development. Accordingly, the parties hereby agree to continue the Tuition Assistance Plan for all qualifying employees who wish to pursue further education and training. The plan is designed to help workers:

- who are laid off to improve their chances for reemployment,
- or who are on the active roll to enhance their opportunities for advancement.

Under this Plan, qualified employees are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select many types of vocational training or education, for their situation and goals, subject to approval by the UAW/Chrysler National Training Center.

#### Courses

Suitable courses are those approved by the UAW/Chrysler National Training Center, including, but not limited to, those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes and career development courses.

Certain job-related seminars, correspondence, and home study programs may be considered for approval according to specific guidelines developed by the National Training Center.

## Schools

Acceptable schools are those approved by the UAW/Chrysler National Training Center including, but not limited to, those generally recognized by accrediting agencies or under governmental education agencies.

## Prior Learning Credits

Costs to obtain college credit for work experience or for in house sponsored training programs are appropriate charges against the Tuition Assistance Program.

## Funding

The Plan shall be funded by the UAW/Chrysler National Training Center.

## Administration

The Plan will be jointly administered by the UAW/Chrysler National Training Center.

The National Training Center has the authority and discretion to interpret the terms of the Plan under the provisions of the Memorandum of Understanding on Joint activities (M-9). This authority includes, but is not limited to, the authority and discretion to approve schools and courses under the Plan and to issue guidelines interpreting the Plan.

## TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

### Eligibility

The participant must be a UAW represented Chrysler employee on the active employment rolls or on temporary layoff with seniority under the terms of the current Chrysler UAW National Agreement. However, employees who are attending a degree seeking program and become temporarily disabled due to a compensable occupational injury may be entitled to utilize the applicable Tuition Assistance to enroll in one additional college term. Also included are union officials on leave of absence under Section (80)(a)(i) of the National Agreement.

## Type of Assistance

The Plan will provide for tuition and/or compulsory fees to be paid directly to the school providing the course in which the applicant intends to enroll. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The type of assistance shall be determined according to the following categories and benefit levels specified below:

- \$5,000 per year for courses at regionally accredited colleges or universities

- Included within the \$5,000 will be up to \$200 per year reimbursement for degree-related books. Upon conclusion of these negotiations the parties will jointly develop a process, determine guidelines, and identify an implementation date for employee book reimbursement.

- \$2,050 per year for other job related courses

- \$1,500 per year for courses taken for personal development, not related to the employee's current job assignment, through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others.

## Advance Payment

Employees enrolled in degree programs through accredited institutions, who exhaust the current year tuition eligibility, may utilize up to \$1,000 of the following year's eligibility to cover appropriate expenses.

The payment of up to \$1,000 will occur automatically when the request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of the Agreement, and does not expand tuition assistance.

Employees participating in more than one of the above categories of tuition assistance will not be eligible to receive more than a combined total of \$5,000 per calendar year.

Additionally, the spouse and dependent children of a deceased active employee will be entitled to utilize the remaining balance of the employee's annual Tuition Assistance eligibility for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

## TUITION ASSISTANCE PLAN FOR LAID OFF EMPLOYEES

### Eligibility

The participant must be a UAW represented Chrysler employee on indefinite layoff, who has recall rights under the terms of the current Chrysler-UAW National Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

### Type of Assistance

The Plan will provide for tuition and compulsory fees to be paid directly to the school providing the course in which the applicant intends to enroll. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$8,400 of tuition assistance while on indefinite layoff except as specified below. Eligibility is established by seniority as of last day worked prior to layoff as follows:

#### SENIORITY AS OF DATE OF LAYOFF

1 to 3 Years	\$6,400
3 to 4 Years	\$7,400
4 or more Years	\$8,400

The above specified amounts shall constitute an account upon which the employee may draw so long as the employee retains recall rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall rights are lost under the terms of the Chrysler-UAW National Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at Chrysler, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total lifetime benefits to an indefinitely laid-off employee exceed \$8,400.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

(109) Employee Assistance Program

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

FCA US LLC and the UAW continue to recognize that alcoholism and drug dependency are health problems which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, as with alcoholism and drug dependency, emotional disorders and serious personal problems can adversely affect job performance.

It is in the Company's and Union's mutual interest to provide a framework within which UAW-represented FCA US LLC employees voluntarily and confidentially may seek professional counseling, treatment, family intervention, or other assistance and information about what benefits are available to address such problems. Similarly, it is in the parties' interests to generally encourage, educate and otherwise help employees pursue more healthful life styles, and expand educational opportunities in this area for the entire family. Working together the Union and FCA US LLC can achieve common goals in those areas. In this regard, the parties accordingly established a joint Employee Assistance Program under the UAW-Chrysler National Training Center (NTC).

The Program provides for: (1) early identification and voluntary assessment of seniority employees having alcoholism or other drug dependency problems as well as emotional disorders or serious personal problems; (2) referral of such employees to recognized providers for professional diagnostic evaluation, counseling or treatment; and (3) an ongoing support system with appropriate follow-up on their counseling or rehabilitation progress. While the Program's primary purpose is to assist employees having such problems and help Union and Management Representatives deal effectively with such situations, it also encourages employees to obtain information about the dangers of substance abuse and other addictions, and serious family and personal problems. Additionally, the Program covers how to recognize the existence of such problems, and the availability of counseling or treatment referral services for immediate family members having such problems.

Employees with alcoholism, drug dependency, emotional, family, or other personal problems will be able to seek help voluntarily without having to be concerned that their employment status will be affected because they have sought help for such problems. Such employees, however, would continue to be subject to the same standards of performance and conduct expected of any other employee, irrespective of participation in the Employee Assistance Program. Employees requiring a leave of absence for the treatment of health problems will be issued such leave in accordance with the provisions of the Collective Bargaining Agreement. Insurance benefits, if any, for the treatment and the absence will be determined in accordance with the Agreement.

The parties recognize the value of conducting critical incident "stress debriefings" after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc. Appropriate debriefings for employees traumatized by such events are in the best interest of the Union and the Company. In this regard, the parties agree to continue the Critical Incident Response Program. Also, in light of increasing workplace violence, the parties have implemented a comprehensive Workplace Violence Prevention Program. Through joint Workplace Violence Prevention Local Response Teams (LRT), at every location, whose activities shall be governed by the mutually agreed upon NTC LRT Policy and Procedural Guidelines, designated representatives of Union and Management have the opportunity to work cooperatively toward preventing troubling situations from worsening, while maintaining the integrity of their respective roles. The parties agree that the best way to prevent threats and potential violence from becoming a reality is by treating all employees with respect and through early identification, intervention, and referral of employees who may be having such problems, to their EAP Representatives. The parties also agree to continue updating the Workplace Violence Prevention procedures, including NTC Local Response Team Policy and Procedural Guidelines, and providing awareness, education and training on procedures for Local Response Team members through the UAW-Chrysler National Training Center.

The Joint Activities Board (JAB) will continue to fund the development, central administration and arrangement of necessary services regarding delivery of the Employee Assistance Program. The NTC will continue to assist locations in implementing the Program. In that context, the NTC will provide training or instructions deemed necessary to qualify Employee Assistance Program representatives to satisfactorily perform their duties; and, will arrange for necessary promotional, professional referral and other support services from appropriate national and local company or external resources. Also, the NTC will continue its support of alternative counseling techniques,

such as a Chaplaincy Program, in support of local EAP programs and EAP representatives. Recommendations in this area will be presented to the Joint Activities Board as appropriate.

The JAB will continue to direct and guide the development, administration, and delivery at the national level. The Board will continue to be comprised of equal numbers of representatives of the UAW and the FCA US LLC appointed respectively by the UAW Vice President and Director of the National Chrysler Department and the Company's Vice President, Employee Relations. The EAP process will function under the umbrella of the Local World Class Partnership Council (LWCPC) and under the joint guidance of the Plant/PDC Manager or Human Resources Manager, and the local union President. All program activities will be governed by the requirements outlined in the EAP Policy and Procedural Guidelines. The Plant/PDC Manager, or Human Resources Manager and the local union President will meet monthly with the EAP representatives to coordinate all EAP Program activities, including promotion of the program to employees, the training of supervisors and union representatives at their locations, and continuous improvement of the Program, consistent with the provisions of this letter and the guidelines established by the JAB. The EAP representatives will also participate in, and report data reflecting their activities, in a manner not to violate confidentiality, at meetings of the Local World Class Partnership Council, (LWCPC).

Early identification and assessment of employees needing assistance is a key element of the Program and increases the possibility of a successful outcome. Also, follow-up by EAP representatives, and on-going support through on-site support groups and family awareness is critical to maintaining healthy lifestyles. The parties further recognize that while it is the responsibility of management to maintain discipline and to invoke disciplinary measures where and when appropriate, both Local Management and Union Representatives at all levels have the responsibility to exercise their best efforts toward the objective of early identification of employees whose behavioral problems may be linked to medical and/or personal causes and to strongly encourage them to seek assistance. To facilitate their critical roles in the intervention process, participation in EAP education and training by supervisors and chief stewards is essential, and valuable for other Local Union and Management Leadership. This education and training will be provided in a variety of formats. In addition, educational materials and information on resources available through EAP, such as a newsletter and a telephone access EAP Resource and Referral Service will be made available by the NTC to employees and their families as a means to further support early intervention.

The parties recognize the value of providing social support to employees making positive lifestyle changes, and where the local parties agree, on-site, employee-conducted support group meetings will be permitted for employees, on their own time. EAP representatives, with the assistance of the LWPCP will be responsible for arrangements.

Further, it is recognized that a perceived stigma may be attached to involvement with EAP. Therefore, joint local EAP teams, along with the LWPCP, will work to generate a climate which reduces the effects of social stigma associated with mental disorders, alcoholism, drug dependency and other personal problems that act as a barrier to employees receiving needed help to resolve personal problems. To this end, consideration will be given to the location of the EAP's office in the plant ensuring the greatest privacy and confidentiality.

The parties agree to continue improving the quality and performance of the EAP Program and EAP representatives' services. Therefore, the NTC will benchmark other programs and develop National UAW-Chrysler EAP Program standards based on: the most successful practices, standards developed by other joint programs and professional organizations, and input from EAP representatives. The NTC will provide training on the implementation of these standards and assist with the resolution of any implementation problems.

Also, newly-appointed EAP representatives will receive a thorough orientation on the background, history, development and focus of EAP Program standards, as well as methods for coordinating a local EAP Program. To ensure that newly-appointed EAP representatives become proficient in EAP core technology, and are able to provide a professional level of service, they will be required to meet all NTC-approved EAP requirements for certification, within three (3) years of their appointment. Newly-selected EAP representatives must possess the skills necessary to take and pass such a certification examination. Failure to achieve such a credential within the allotted time period could result in the representative being removed from the Employee Assistance representative position by the UAW Chrysler Department. Newly appointed representatives will, where feasible, be selected two weeks prior to the departure of the preceding representative, for purposes of training and a smooth transition of responsibilities.

Confidentiality is a critical element in the success of an EAP Program. To preserve the integrity of the Program and employee trust, EAP representatives will adhere to professional standards of confidentiality, except where limited by federal, state, local or FCA

US LLC rules and regulations regarding confidentiality, disclosure of client information, or threats. These limits will be explained to employees. Because violations of confidentiality may destroy a program at the local level, and embarrass and offend employees who have placed their trust in the EAP, proven violations of confidentiality by EAP representatives, either by omission or commission, will be taken seriously. If it is alleged that a violation has occurred, a joint investigation will be conducted, and appropriate action taken, up to and including termination of their appointment.

To ensure that employees receive effective alcohol, substance abuse and mental health care, The NTC will work jointly with the Health Care Benefit Joint Insurance Committee to research the most beneficial treatment practices.

It is understood that nothing contained herein or in the existing or future statements concerning the Employee Assistance Program or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company's or the Union's rights or responsibilities under the Collective Bargaining Agreement, nor is the Program intended in any way to create for any employee any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the parties' intent that any programs, approaches or related services to be provided under the Employee Assistance Program are not to be construed as benefits or insurance programs.

Finally, the Grievance Procedure set forth in the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(111) National and Local Training

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

FCA US LLC and the UAW reaffirm the need to continue to improve and align joint training programs with the needs of our customers. Furthermore, the parties pledge to continue providing the resources necessary to assure that all employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continually improves its own and the Company's ability to succeed in an increasingly competitive industry. To demonstrate this continuing commitment, the joint program coordinators are authorized to evaluate all existing training programs and make improvements where necessary as well as make recommendations to the Joint Activities Board for the development and implementation of new programs reflective of the dynamic needs of employees and the company, especially in light of our changing workforce and emerging technology.

#### I. NATIONAL TRAINING CENTER

This National Training Center will promote and direct the development and implementation of skill development and training activities for active and dislocated employees. FCA US LLC and the UAW strongly encourage all employees to avail themselves of these activities.

Training and job placement efforts for dislocated workers will be focused on finding comparable employment as soon as possible. In plant closing situations, or in cases involving employees facing indefinite layoff where recall or future FCA US LLC placement is unlikely, the parties agreed that affected employees will receive up to four (4) hours release time for participation, in group information meetings, individual planning sessions and skill assessment. In addition, other pre-layoff activities will include, but not be limited to, basic skills training, counseling, alternative career training, job search, placement and related support services. Post layoff services will continue to be made available to laid off employees through the UAW-Chrysler National Training Center. Cases of partial plant closings will be reviewed individually and appropriate services provided. In either case, services will be reviewed and approved by the Joint Activities Board.

In order to insure that Training activities improve the performance of the enterprise and provide participants with enhanced job security,

it is essential that the UAW-Chrysler National Training Center activities be integrated with the Company structures and business decisions. Therefore, the UAW-Chrysler National Training Center will expand its efforts to establish and maintain close communication with FCA US LLC Divisional staffs to improve employee awareness and access to training held at the World Class Manufacturing Academy. The NTC will assure that the parties at all levels contribute to the development of effective joint training and development initiatives and utilize the resources and facilities of the National Training Center to disseminate effective training and development practices.

The duties and responsibilities of the UAW-Chrysler National Training Center will include the following:

- Identify Skill Development and Training opportunities for active employees in the areas of basic education, job-related and interpersonal skills.

- Design promotional materials and activities to encourage the expansion of Joint Union-Management efforts in our society.

- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business, and government to convene and deliberate upon the future of Human Resource Development.

- Authorize studies, demonstration projects and research activities on topics of mutual interest and importance.

- Monitor and evaluate National Training Center Activities and provide status reports to the Joint Activities Board.

- Investigate other career and training counseling alternatives.

## II. LOCAL TRAINING

Training for UAW-represented employees will be based on a comprehensive needs analysis and as required, a training program will be identified and provided to improve basic job skills. Local facilities are responsible to identify and provide operator-specific training per the needs analysis.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(115) Payroll Direct Deposit

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

Unless otherwise restricted by applicable state regulations, all payments to employees will be direct deposited to the bank or financial institution the employee designates. Employees who do not provide the necessary information to implement the direct deposit process will be placed on a pay card system. If restricted by applicable state regulations, employees not electing direct deposit or pay card will have their paycheck mailed to their address of record. Pay statements are available for employees to view/and or print via the internet and computers. Kiosks are available locally for the purpose of viewing pay statements. The Company will pursue technical applications whereby employees may use their personal electronic devices such as cell phones to view and submit certain Payroll related requests.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

September 27, 1999

(116) National Equal Application Committee

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

For many years the Corporation and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, status as a qualified person with a

disability, sexual orientation, union activity or membership in any legally protected class, and to this end the parties have expressly incorporated in their Agreement an "Equal Application" provision that both insures adherence to that principle in all aspects of employment at DaimlerChrysler Corporation and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties now recognize the desirability of increased communication and cooperative effort on this subject (i) to encourage employees and grievance representatives to use the grievance and arbitration procedure as the exclusive contractual method for the prompt resolution of all claims of denial of equal application rights or claims of sexual harassment, (ii) to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and (iii) to maintain liaison with appropriate federal, provincial and state civil rights agencies for the following purposes: (a) to increase understanding, (b) to promote and encourage the use of the contractual grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which is frequently time consuming, contradictory and hence, nonproductive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advice.

Accordingly, the parties have established a National Equal Application Committee and Local Plant Equal Application Committees.

The National Equal Application Committee will be composed of three (3) representatives of the International Union, one of whom will be a member of the International Union's Civil Rights Committee, or his designee, and three (3) representatives of the Corporation, one of whom will be active in the Corporation's equal employment opportunity programs. The National Committee shall meet during January, April, July and November or at times mutually agreed upon, but no fewer than four (4) times a year, and its functions shall be the following:

a. --Review and discuss ways and means of encouraging employees and grievance representatives to use the grievance and arbitration procedure as the exclusive contractual method to resolve claims of denial of equal application rights.

b.--Advise and counsel Union and Corporation representatives on the Appeal Board, other than the Impartial Chairman, on grievances alleging such claims.

c.--Conduct or arrange for investigations and/or studies into the

cause of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

d.--Maintain liaison with appropriate federal, provincial and state agencies for purposes set forth in the second paragraph of this letter.

e.--Advise and counsel Local Plant Equal Application Committees.

At each plant or facility that the National Production and Maintenance Agreement covers, a Local Plant Equal Application Committee shall be established consisting of up to three (3) representatives of the Local Union and three (3) representatives of Plant Management. The representatives of the Local Union shall be limited to the Local Union President, or an Officer of the Local Union on a full time Leave of Absence For Union Business, the Chairman of the Plant Shop Committee, and the Chairman of the Civil Rights Committee of the Local Union or a designated representative. The representatives of Management shall be the Plant Manager, or his designated representative, and two (2) Plant Management representatives at least one of whom is active in the Corporation's equal employment opportunity program. Local Plant Equal Application Committees shall meet during January, April, July and November or at times mutually agreed upon, but no fewer than four (4) times a year. Copies of minutes from these meetings will be made available to the Union. Such Union representatives if not on a full time Leave of Absence For Union Business, and if working in the plant, shall receive pay from the Corporation at their regular hourly rates for time spent in such meetings or when jointly investigating and/or studying a complaint with a management member of the Local Plant Equal Application Committee, that they would otherwise have worked in the plant. Local Plant Equal Application Committees shall have the following duties:

a.--Recommend to the National Committee ways and means of promoting use of the grievance procedure as the exclusive contractual method for resolving claims of denial of equal application rights.

b.--Suggest guidelines for Union and Corporation representatives active in the grievance procedure in the proper and prompt handling of grievances alleging such claims.

c.--Conduct or arrange for investigations and/or studies into the cause of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

d.--Recommend to the National Committee means for determining the cause of equal employment opportunities and discrimination problems and tensions in the plant.

The parties continue to recognize their legal and moral responsibility for assuring that all DaimlerChrysler Corporation employees have equal employment opportunities and freedom from discrimination as set forth in Section (4) of the National Production and Maintenance Agreement. Consequently the function of the National Equal Application Committee and Local Plant Equal Application Committees shall be advisory, consultative and cooperative. While the Corporation and the Union will welcome the recommendations the Committees may make, the Committees may not commit either party to a specific course of action. However, the Union agrees that it will discourage its members from bypassing the grievance and arbitration procedure with respect to any claim or complaint against the Corporation which may be made the subject of a grievance under the contract.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 22, 2015

(117) Discrimination and Harassment Prevention

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

In accordance with FCA US LLC Policy 3-6 regarding Discrimination and Harassment Prevention, FCA US LLC is committed to providing a workplace that is free of discrimination and harassment. The Company expects that all persons in the workplace will be treated with dignity, their rights respected and their privacy maintained. Employees may obtain a copy of Policy 3-6 from their Local Human Resources Department.

Anyone who believes that he or she has been subjected to or witnessed activity or behavior in the workplace that violates this policy should make FCA US LLC aware of such conduct. A complaint may also be submitted to the EEOC (or similar state agency). Reports or complaints will not affect rights under any applicable collective bargaining agreement, including access to any grievance procedure. Notification within FCA US LLC should be made to:

The Ethics Helpline at (1-800-543-1391) and/or [www.ethicshelpline.fcagroup.com](http://www.ethicshelpline.fcagroup.com) or

The Local Human Resources Office;

or Management.

FCA US LLC's policy is to take discrimination and harassment complaints seriously. FCA US LLC will investigate all discrimination and harassment complaints in a timely and impartial manner. Moreover, FCA US LLC will use its best efforts to:

protect the privacy and reputation of all individuals concerned;

maintain confidentiality throughout the investigation process and share information only on a need-to-know basis; and assure that persons against whom allegations are made are treated fairly.

Retaliation against a person who in good faith reports, or participates in the investigation of, a discrimination or harassment allegation is strictly prohibited.

Employees who violate this policy will be disciplined up to and including discharge.

The Company and the UAW are in agreement that complaints of sexual harassment should be dealt with promptly and fairly under existing internal procedures as provided under Section (4) of the National Agreement, Letter (116) and Appendix A, the joint UAW - Management Sexual Harassment Complaint Investigation Process.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

## Appendix A

### Sexual Harassment Complaint Investigation Process

Complaints of sexual harassment originate via many different avenues, i.e., an employee to Management, an employee to a Union Representative, from either a Management or Union Representative directly, or anonymously. Accordingly, immediately upon any member of Management becoming aware of an allegation of sexual harassment when a Bargaining Unit employee is either the accused or the complainant, the following process is to be followed:

The involved facility Human Resources Manager (or designee) must be advised of the allegation of sexual harassment. They, in turn, will immediately contact the Local Union President (or designee) to make them aware of the allegation. In cases when a complaint is received from an anonymous source, the aforementioned parties will, before commencing with an investigation, confirm with the employee who is allegedly harassed that he or she, in fact feels sexually harassed. The local Human Resources Manager is also responsible for notification to the appropriate Group Human Resources Office, as well as the Company's EEO Compliance and Governance Office of the sexual harassment complaint.

The involved Human Resources Manager (or designee) will advise the accused party that an investigation will be conducted and, accordingly, they could be placed "on notice" of potential disciplinary action, and that any act(s) of retaliation will not be tolerated. Dependent on the circumstances of the individual case, the Human Resources Manager may deem it prudent to suspend the accused individual(s) until the investigation is concluded.

An Investigation Team will be formed that will include at least one (1), but not to exceed two (2) representative(s) from the Local Union, which may include members of the local Civil Rights Committee, in accordance with Section (4) and Letters (116) and (117) of the National Agreement. Recognizing the desirability of an investigative team made up of one male and one female; each facility will attempt to structure the team accordingly. The EEO Compliance and Governance Office may elect to name a representative to serve as an additional member of the Investigative Team or, where the EEO Compliance and Governance Office is not part of the Investigative Team, local facilities are encouraged to confer with that activity for any guidance that may be required. In conjunction with EEO Compliance and Governance Office presence, the Chrysler Department - UAW may elect to also name an additional representative to the Team. Also, where the EEO Compliance and Governance Office is not part of the investigation, the local Human Resources Manager will,

upon completion of such investigation, forward to that activity a confidential copy of the file. Investigations of sexual harassment are to be conducted in a lawful and as expeditious a manner as possible.

During interviews conducted in conjunction with a sexual harassment complaint, only members of the Investigative Team and the interviewee will be present. If the interviewed employee is a bargaining unit employee, he or she can have a Union Representative present during the interview. As part of the investigation, attempts will be made to obtain signed statements from all parties, including the complainant, accused, and witnesses where applicable. In cases where disciplinary action results, copies of all documentation and notes relied on as the basis for such action will be provided to the Union and Management Investigators. All individuals involved in the handling of sexual harassment complaints, from the original receipt of such complaint through the entire investigative process, are required, to the extent possible, to maintain maximum confidentiality of any information obtained or prepared during the process. No copies of information obtained or prepared by the Investigative Team will be provided to any employee.

Once the investigation has been concluded, the local Management, i.e., Human Resources Manager and facility operating head, shall review the facts with management team members and determine the appropriate action to be taken. The union team members will have no role in this determination and will make no recommendations regarding disciplinary action.

In cases, however, where the EEO Compliance and Governance Office participated on the Investigative Team, the investigation results will be reviewed for final disposition by designees from:

- EEO Compliance and Governance Office
- Group Human Resources
- Corporate Employee Relations

Note: The Office of the General Counsel will, upon request, provide advice and counsel.

Actions taken in sexual harassment cases will be reported by the local Human Resources Manager to his or her respective Group Human Resources Manager, as well as the EEO Compliance and Governance Office. In cases where the EEO Compliance and Governance Office participated, final disposition shall be reported to the local Human Resources Manager by his or her respective Group Human Resources office. In all cases, the complainant is to be advised when the case is "closed." Such actions shall be monitored to ensure closure to all allegations is accomplished and corporate wide

consistency relative to actions taken is maintained. Any discipline assessed shall be done consistent with normal requirements for notification, representation, etc. In cases where an employee is found to have engaged in misconduct of a sexually harassing nature, the transfer of that employee or the transfer of the employee who made the complaint, will generally not be considered appropriate corrective action nor the sole remedy in resolving the complaint. Appropriate discipline, up to and including discharge, may be imposed.

Where the investigative process determines an allegation of sexual harassment was made falsely or maliciously, the complainant may be subject to appropriate disciplinary action, up to and including discharge. Obviously, this is not applicable to complaints that are brought forth in good faith, but are found to be inconclusive.

While the foregoing is an attempt to put in place guidelines which will allow the local facilities to investigate and dispose of the majority of sexual harassment complaints, it is important that care is taken to ensure all complaints are taken seriously, that an objective and thorough investigation consistent with FCA US LLC policies and applicable Collective Bargaining Agreements is conducted, and that fair and equitable action results.

The Company bears the ultimate responsibility for the enforcement of the laws and corporate policy which prohibits sexual harassment. Sexual harassment is something that cannot be tolerated by Management or the Union. Accordingly, the Company and the Chrysler Department of the International Union, UAW are committed to ensuring investigations of sexual harassment complaints are to be conducted in the spirit of determining the truth and subsequent sharing of all available pertinent information between the parties. The Union's involvement in no way precludes its grieving and resultant disciplinary action, since the assessment of such discipline would remain the sole discretion of Management.

October 12, 2011

(119) New Hire Orientation

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

The Company and the International Union, UAW agree to continue to provide a jointly developed, standardized New Hire Orientation Program when the number of newly hired hourly

employees warrants such a program.

This standardized training will be followed by one (1) additional day of training at the specific location where the employee is assigned to work. Employees will be scheduled and, on a straight time basis, paid for both the standardized and location specific orientation with their probationary period commencing on the first day of orientation.

The standardized orientation will consist of information presented in accordance with guidelines established by the Company and the International Union, UAW. The information will acquaint the employee with our business, the benefits, opportunities and responsibilities they will have as employees of the Company and as members of the Union, to include the history of each organization. The information may also include the Union's and Company's perspectives on issues which affect the workplace and community. The location specific orientation shall be conducted, in part, by a representative of the Plant Human Resource Department and, in part, by an elected or appointed Local Union representative, officer or Benefit Representative designated by the International Union whose other duties at the time of his election, appointment or designation shall already permit him, if he is working on the job, to take time away from work without loss of pay. The orientation shall be conducted during normal working hours, covering essential location specific information not covered in the standardized orientation, allowing for Local Union input and presentations.

In the event that either party believes the program does not meet the provisions of this letter, notification of the party's concerns may be given; if by the Union to the Corporate Union Relations Staff, or if by the Company to the Chrysler Department, International Union, UAW.

The program will not be subject to the grievance procedure and may be terminated at any plant by either the International Union or the Company, upon written notice to the other party.

Very truly yours,  
Chrysler Group LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 28, 1985

(120) Review Personnel Records

International Union, UAW

Attention: Mr. Marc Stepp

Dear Mr. Stepp:

During the current negotiations, the Union expressed concern as to the right of employees who work outside the State of Michigan to review their personnel records. The right of employees to inspect their own personnel file was afforded employees in Michigan in accordance with the 1978 Michigan Employee Right to Know Act.

This will confirm that the right of an employee to review his or her personnel records, established by the above cited Michigan law, will be extended as a matter of policy to Chrysler employees in the United States covered by a National Agreement between the Corporation and the International Union, UAW.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

October 12, 2011

(124) World Class Employee Participation

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During discussions leading to the 2011 Agreement, the parties reviewed the fact that in many of our facilities, the local parties have assigned Local Union representatives and appointees to the Technical Pillars as joint Pillar leads. The parties agreed that a full fledged partnership in WCM implementation is necessary for success. The parties also shared their concern that the concept of full fledged partnership through joint Pillar leadership must not result in selective implementation of WCM. In conclusion, the parties agree that in order to realize the manufacturing competitiveness required for the Company's success and for employees to share in that success, WCM must operate strictly as designed and in a true joint partnership

between the Company and the Union. The parties also agree that such joint Pillar leadership will continue to operate in the context of the 2009 Addendum to the 2007 Agreement and pursuant to the LSA, which mandates full and complete WCM implementation. It was also noted that WCM is an operating system owned and operated by Fiat, the terms and conditions of which are proprietary and that the purpose for the requirement to jointly implement WCM fully is to build the manufacturing organization to World Class levels necessary to provide long term viability and job security.

Accordingly, the parties hereby commit to a new, 21st century model of joint partnership. This new model, forged in the shadow of bankruptcy, is a full fledged partnership in joint support of WCM implementation as a full and complete operating system in order to realize the manufacturing competitiveness required for Company success and for employees to share in that success.

After considerable dialog, the parties arrived at the following additional conclusions:

Automotive manufacturing is undergoing a grand consolidation on a global scale.

In the global competition between operating systems, Lean Manufacturing is winning against traditional Mass Production systems.

WCM is the most holistic road-map to Lean Manufacturing the parties have experienced.

It is of critical importance that WCM be jointly implemented systematically and fully in order to operate successfully and thereby position the Company and the Union firmly among the winners in the global automotive manufacturing community.

Additionally, the parties have arrived at the following understandings:

Each Technical Pillar will continue to be assigned a UAW represented joint Pillar lead from among the existing UAW plant level representatives or appointees.

The role of the UAW joint Pillar lead shall remain to provide joint leadership to the systematic and full implementation of WCM.

As in the case of Management Pillar leads, UAW joint Pillar leads shall continue to retain the full time work to which they had otherwise been assigned.

The objective of these understandings, is to jointly accelerate and improve the systematic and full implementation of WCM. The parties agreed that WCM is designed to provide a foundation of product quality and manufacturing competitiveness required for long term Company viability and employee job security. Accordingly, consistent with the goal of promoting employee job security, the parties agree to challenge managers in those instances where managers are found promoting activities contrary to WCM that are designed to result in short term gain or advance personal agendas. The parties also agree that senior level Management will instruct and encourage its managers at the shop floor level to solicit, welcome and give full weight to the voice of employees for the purpose of generating the dialog necessary for moving from mere employee compliance, to understanding and internalization of WCM.

In furtherance of the UAW's vision for a more progressive world class partnership, and in order to support the important participative role described above and required of all, the parties agree that WCM shall replace and supersede all Employee Participation programs referenced in our collective bargaining agreements i.e. PQI, WOM, SMART, JAOP, and MOA.

Notwithstanding, in the interest of continuity, the parties agree to continue utilizing the current Team based model with the understanding that the National World Class Partnership Council (NWCP) established below may review aspects of the mode such as the Team Leader selection and removal process for the purpose of closer alignment with WCM.

Accordingly, at each facility covered by the National Production, Maintenance, and Parts, and Office, Clerical and Engineering Agreements the parties agree to utilize a Local World Class Partnership Council (LWCP) as a means to facilitate and promote the joint implementation of WCM and the employee participation upon which successful implementation relies. This Local Council shall consist of up to a total of ten (10) employee and management representatives, such representation being equally divided between the parties including the Local Union President and/or Unit Chairperson under the OC&E Agreement, and the Bargaining Committee Chairperson or his/her designee, the Plant, Parts Distribution Center or Office Manager and the Human Resources Manager or his/her designee. The remaining members; of the LWCP, if any, shall be determined by the local parties consistent with guidelines developed by the below described National WCP Council. The Local Council will meet at the request of either party, if mutually deemed desirable or necessary, but in no event for the consideration of matters not in direct support of its role as defined above.

The National Council shall be composed of five (5) representatives of the UAW International Union and five (5) senior level representatives of the Company and shall be co-chaired by the Vice President and Director of the UAW Chrysler Department and the Company's Senior Vice-President of Manufacturing. The National Council will meet bi-monthly or more frequently if mutually deemed desirable or necessary, in performance of their role to provide ongoing leadership to the above described local parties.

Any issues on WCM and /or quality that are not able to be resolved by the local parties will be appealed to the National Council for resolution.

Very truly yours,  
Chrysler Group LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(125) New Technology

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

The Union has also voiced concern about the possibility the new, technologically impacted bargaining unit work will not be awarded to represented employees because they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with new and advancing technology, the parties shall seek to identify appropriate

jointly developed technical training programs, including programs that provide employees an understanding of the purpose of new technology, so that employees will be capable of performing new or changed work normally performed by represented personnel.

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

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

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

- Integrated Control Work
- HMI Programming
- Additive Manufacturing
- Augmented, Virtual, or Immersive reality instructions, development, government certifications, validation, design, editing
- Vision Systems
- Autonomous vehicle design, testing, manufacturing, and support
- Certain Industrial Engineering work
- Any additional work functions effected by new or advanced technology
- Any additional changes agreed to by the parties

The parties understand that this list, while not exhaustive may be representative of workplace changes which could impact bargaining unit work and are aware of the importance that communication of such new or advanced technologies has at the UAW-FCA facilities. To that end, the Local Parties will be invited as required to provide input to the National Committee as they work through their discussion topics.

The parties will discuss other matters concerning new or advanced technology that may be referred by UAW Sourcing Representatives as issues arise in their day-to-day interactions with their respective platforms, by Local Unions or by local management, as well as any claims of erosion of the bargaining unit, occasioned by the introduction of new technology.

In addition, the Company agrees to continue to provide as much advanced written notification to the International Union and the impacted Local Union at a location planning the introduction of new or advanced technology as it reasonably can, so as to permit the Union an opportunity to make comments and allow for meaningful discussions of its impact, if any, upon skilled or non-skilled employees. Examples of situations where notification should be given are:

A. The first introduction of a technology as compared to previously existing plant technology.

B. Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

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

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

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

During those discussions the President or the Skilled Trades Committeeperson or their designated representative(s) shall include, as appropriate and necessary, other Local Union Representatives such as the Health and Safety Representative, a Representative from the Local Technical Training Committee, or a member of the Local Apprentice Committee, in order to review the various matters of concern relative to the introduction of the new technology involved.

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

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Mrs. Cindy Estrada

December 16, 2019

(136) Plant Closing and Sale Moratorium

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 14, 2023, the Company will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset or business unit of any type, constituting a bargaining unit under the Agreement.

It is understood that conditions may arise that are beyond the control of the Company, e.g., acts of God, catastrophic circumstances, market related volume declines, or significant economic decline concerning the subject. Should these conditions occur, the Company will discuss such conditions with the International Union.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 28, 1985

(137) Plant Closing

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

This is to advise the Union that when a plant closing decision is contemplated, the Union members of the roundtable will be given at least sixty (60) days' written notice when practicable. The notice will include the reason for the plant closing.

Very truly yours,  
CHRYSLER CORPORATION  
By T.W. Miner

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Marc Stepp

December 16, 2019

(138) Sale of Operations

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union requested the Company agree that any sale of an operation as an ongoing business would require the buyer to assume the 2019 FCA US LLC/UAW Collective Bargaining Agreement. The Company agreed to do so in the case of any such sale during the term of the 2019 Agreement.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(140) National Job Security, Operational

Effectiveness and Sourcing Committee

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In accordance with the Memorandum of Understanding Sourcing and Job Security, the National Job Security, Operational Effectiveness and Sourcing Committee (National Committee) is established.

The National Committee will be comprised of four (4) representatives of the International Union, UAW and four (4) representatives of the Company.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 28, 1985

(141) Outside Supplier Quality

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During these negotiations the parties discussed their mutual commitment to produce Chrysler products with the highest quality possible. In that regard, the Corporation informed the Union that parts and components purchased from outside suppliers are required to meet the same rigid requirements as parts and components produced within Chrysler Corporation.

In the event the Union has information regarding the quality of parts or components purchased from suppliers or has information pertaining to other aspects of supplier relationships, the facts may be discussed with representatives of the Corporation's Industrial Relations Staff, who will investigate the matter.

The Corporation further stated that it would notify the supplier of the Union's concerns.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 28, 1985

(143) Possible Changes in Corporate Structure

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During these negotiations, the Union has expressed concern regarding possible changes the Corporation may make in its corporate structure during the term of the next National Collective Bargaining Agreements. Representatives of the Corporation and the Union have met and discussed this subject, with the result that each of the parties has gained a better understanding of the other's interests and concerns.

The Corporation has advised the Union that Management has certain structural changes under review. Other than this letter agreement, no specific provisions were negotiated or agreed upon with respect to this matter; but if any structural changes are made, the Corporation agrees that it will meet to fully review them with the Union. In reviewing such structural changes, Management will explain the nature and purpose of each and their potential effect, if any, on the Union and its members covered by these Labor Agreements.

Further, if there is likely to be any significant impact on the bargained-for rights of UAW-represented employees, good faith discussions between the parties will be undertaken promptly.

Any alleged violation of Chrysler Corporation's contractual obligations to the UAW and to its UAW-represented employees that is in dispute after such good faith discussions will be subject to special expedited arbitration within 60 days after being placed in issue regarding such restructuring. The Chairman of the Appeal Board designated in the National Agreements or another agreed upon arbitrator will have jurisdiction to remedy violations of this letter.

It is the objective of this letter to satisfy Chrysler's basic contractual commitments to the UAW and to its UAW-represented employees as if no restructuring had occurred. Therefore, Chrysler agrees that it and any holding company created as a member of the Chrysler family will agree to be bound by the results of the above-mentioned arbitration to the extent necessary to remedy a violation of such contractual commitments by Chrysler.

Very truly yours,  
CHRYSLER CORPORATION  
By T. W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

December 16, 2019

(144) Mergers, Etc.

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company agrees that it will not engage in any merger, restructuring, or other business combination unless the merged, restructured or combined entity resulting from such merger, restructuring or combination agrees to assume the 2019 Agreements applicable to the facilities or operations affected by such merger, restructuring or combination.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(145) Benefit Plans Representatives

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these and previous negotiations the parties discussed the number, type and responsibilities of representatives in local bargaining units. The Union expressed considerable concern over the ability of the existing benefit plans representatives at certain locations to adequately service the employees.

In 2011, in an effort to address these matters, the Company and Union agreed to provide additional full time Benefit Plans Representatives who were selected by the International Union, UAW and function as provided under Letter 2 of the P&M Agreement and the J. E. Carmichael to H. Hawkins Letter Agreement dated April 16, 1991 at Belvidere Assembly, Jefferson North Assembly, Sterling Heights Assembly, Warren Truck Assembly, Sterling Stamping, Warren Stamping, Trenton Engine and Kokomo Transmission.

During our recent negotiations the parties agreed to provide one (1) additional Benefit Representative at each of Sterling Heights Assembly, Jefferson North Assembly and Toledo North Assembly, subject to the provisions of the aforementioned Letter 2.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(146) Appeal Board Rules of Procedure

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the parties reaffirmed their commitment to the Appeal Board Rules of Procedure. The parties agreed that it is not the intent to use these rules as a device to frustrate the arbitration process.

In the event the parties cannot agree to a satisfactory date, either party may request that the Impartial Chairman schedule and participate in a meeting of the Appeal Board to resolve the matter.

The agreed upon procedures are as follows:

**1. As used herein, the term**

A. "Parties" means both the Company Appeal Board Representatives and the Union Appeal Board Representatives.

B. "Party" means the Company Appeal Board Representatives or the Union Appeal Board Representatives.

C. "Chairman" means the Impartial Chairman of the Appeal Board.

D. "Hearing" means a meeting of the Appeal Board at which the Impartial Chairman participates.

**2. Locality**

Hearings on cases shall be held at the plant or location from which the case arose. However, this does not preclude the parties from holding a hearing or hearings at other locations where, in appropriate cases, and for reasons of convenience and economy, it may be desirable to hold a hearing at another location.

**3. Notice of Hearing**

A. A party desiring to present a case to the Chairman shall give such advance notice thereof to the other party as will afford adequate time for preparation.

B. Final Appeal Board Hearing – the parties ensure full and complete exchange of positions, arguments, evidence and possible witness lists. This meeting should occur at least ten (10) business days prior to the established arbitration date.

C. Final Discovery Meeting – the Company and Union Appeal Board Representatives may disclose additional relevant material not previously available. This meeting must occur at least three (3) business days prior to the established arbitration date. Parties shall identify joint exhibits, stipulations and exchange any updated witness lists.

#### **4. Date and Time of Hearing**

The parties shall agree on the date and time of hearings with the concurrence of the Chairman.

#### **5. Stenographic Record**

Either party may take a stenographic record at a hearing. The party desiring such a record shall pay the full cost thereof and shall provide the other party and the Chairman with a copy of such record.

#### **6. Attendance at a Hearing**

Only persons having a direct interest in a hearing shall be entitled to attend a hearing. Such persons include official representatives of the Union and the Company and their observers. In the interest of the orderly and expeditious presentation of cases, only the parties, their witnesses and the Chairman, shall participate in the hearing. The Chairman shall have the power to require the retirement from the hearing of any witness during the testimony of any other witness. Each party will endeavor to make arrangements to facilitate the attendance of a person or persons at the hearing. If such attendance will interfere with the efficient and orderly operation of a department, office or plant in which such person or persons work, the hearings shall be postponed, recessed or adjourned so as to avoid such effect.

The parties will continue the practice of the Company not presenting bargaining unit employees and the Union not presenting management employees to testify in support of their respective positions before the Chairman. However, the Chairman may, at his discretion, call as a witness any employee who is able to testify to relevant facts that materially affects issues in the case submitted to him.

## **7. Recess or Adjournment**

The Chairman may recess or adjourn any hearing upon the request of either party upon a showing of reasonable cause, and shall recess or adjourn the hearing when the parties agree thereto.

## **8. Order of proceedings**

A. At each hearing the Chairman shall keep a record identifying all witnesses.

B. Exhibits when offered in evidence by either party shall be received in evidence by the Chairman. Copies of such exhibits shall be furnished to the other party wherever feasible.

C. At the beginning of the hearing, the Chairman may, in his discretion, ask each party for a statement clarifying the issue or issues involved in the grievance. Such statements shall be made for informational purposes only and shall not be taken to limit or expand the issue contained in the grievance.

D. The party initiating the hearing shall present its claims, proofs, and witnesses, who shall be subject to questions or other examinations.

E. The answering party shall then present its claims, proofs, and witnesses, who shall be subject to questions or other examinations.

F. The Chairman may, in his discretion, vary the procedure described in (d) and (e) above but shall afford full and equal opportunity to each party for the presentation of its case.

G. In cases of suspension, disciplinary layoff or discharge, the Company shall present its case first.

## **9. Absence of Party**

No hearing shall be held in the absence of either party.

## **10. Evidence**

The parties may offer such evidence as they desire and shall produce such additional evidence as the Chairman may deem necessary to an understanding and determination of the case. However, if a party offers evidence which has not

been disclosed at prior Appeal Board discussions of the case, the other party shall be afforded a reasonable opportunity to examine, investigate, and counter such new evidence. When new evidence is introduced, which in the Chairman's judgment materially affects the matter at issues he may refer the case back to the Appeal Board for further consideration by the parties. The Chairman shall judge the acceptability, competency, materiality and relevance of the evidence and conformity to legal rules of evidence shall not be necessary.

## **11. Statements**

The parties recognize that direct testimony is a desirable means of presenting evidence as to the facts which are in dispute and/or where credibility is an issue. The parties may offer in evidence, affidavits or written statements of witnesses. The Chairman shall give such affidavits or statements such weight as he deems they are entitled to after due consideration of any comment, question, or objection made to their admission.

## **12. Post-Hearing Statement**

The parties agree that the general use of post-hearing statements is not desirable. Circumstances can and do arise in which such statements are necessary. Either party shall have the right to file a post-hearing statement provided notice of intent to do so is given during the hearing. Any such post-hearing statement shall be submitted within a time limit to be set by the Chairman in each case and copies of such statements shall be given to the other party, who shall, within a time limit to be set by the Chairman in each case, have the right to submit comments on the post-hearing statement. A copy of the comments shall be given to the party filing the post-hearing statement, it will promptly so notify the Chairman and the other party. In the event the Chairman requests the parties or either of them to submit additional information, evidence or exhibits by way of a post-hearing statement, such requests, where practical, shall be made in writing and such statements shall be confined to the matter or matters requested by the Chairman.

## **13. Inspection**

The Chairman may, on his own motion, or that of either party, make an inspection in connection with the subject matter of the dispute after notice to the parties who may, if they so desire, be present at such inspection. Where such inspection involves entry into Company plants or premises, arrangements to do

so shall be made by and with the Corporate Appeal Board Representatives after consultation with the Chairman and the Union Appeal Board Representatives.

#### **14. Opening of Hearing**

A Hearing may be reopened by the Chairman on his own motion or upon the motion of either party upon a showing of good and sufficient cause at any time before the award is made.

#### **15. The Award**

A. The Chairman shall make his decision and award within (30) days of the close of the hearing, or the date of receipt by the Chairman of the post-hearing statements, whichever is later, unless said time is extended by agreement between the parties. The award shall be in writing and shall be signed by the Chairman.

B. If the Chairman resigns, dies, or is otherwise disabled or disqualified from performing his duties or if his services are terminated by either party after a case has been presented to him, but before he has rendered his decision and award, the case shall be referred back to the parties who shall discuss mutually satisfactory solution for the determination of the case.

C. Delivery of the award shall be made by mailing three copies of the award to each party to the addresses of each party as set forth in the Company-Union Agreement or to such other addresses as the parties or either of them shall furnish the Chairman in writing.

D. The parties shall agree upon any commercial or other public publication of the decision and award of the Chairman.

#### **16. Fees and Expenses**

A. Each party shall be responsible for the cost, expenses or lost wages of witnesses, representatives or other persons call to the hearing at its own request.

B. All reasonable and necessary expenses of the Chairman including required traveling and other reasonable and necessary expenses incurred by the Chairman in connection with the hearing, and the expenses of any expert witness produced at the direct request of the Chairman and the cost of any other proof produced at the direct request of the Chairman shall be borne equally by the parties.

## 17. Interpretation and Application of Rules

A. The Chairman shall interpret and apply these rules insofar as they relate to his powers and duties.

B. The waiver by one party of one or more of the foregoing rules shall not preclude that party from subsequently exercising its right under the foregoing rules in the event of a subsequent situation giving rise to the application of the rule or rules.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 19, 1990

(147) Cooling Off Period

International Union, UAW

Attention: Stan Marshall

Dear Sirs:

During the course of the current negotiations, the Union expressed concern that some disciplinary interviews escalated into confrontation because tempers flared. The Union suggested that in these situations a "Cooling Off" period would be beneficial to all concerned.

The Corporation and the International Union agreed that contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the parties agreed that as a matter of practice and when possible such discussions should be postponed until such time that, in the opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing, the parties recognized that certain actions such as assault, or other serious acts of misconduct, would render the "cooling off" period totally inappropriate.

Additionally, it was mutually recognized that providing or not providing a "cooling off" period will be without prejudice to either party in the application of any terms of the National Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Very truly yours,  
CHRYSLER CORPORATION  
By A. P. St. John

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 22, 2015

(148) Encouraging Suppliers to Hire Laid Off Employees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

As we discussed recently, FCA US LLC continues its concern for the future of our laid off seniority and temporary employees. We have worked together on our mutual goal of finding re-employment opportunities for these employees as soon as possible looking both within and outside of the Company.

In this regard, FCA US LLC intends to continue its policy of encouraging its suppliers to hire laid off FCA employees where possible. These employees are a valuable, well-trained resource that have demonstrated their ability to manufacture quality products, and our suppliers will be so advised.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 12, 2011

(150) Kenosha Engine/Milwaukee Parts Depot/  
Toledo Assembly Chrysler Agreement

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the course of the 2011 negotiations, the Corporation and the Union had considerable discussions relative to the Company's request to update the provisions of Letter 150 of the National Production, Maintenance and Parts Agreement regarding Kenosha Engine, Milwaukee Parts, and Toledo Assembly employees.

The Corporation and the Union agreed that all the provisions of the 2011 National Production, Maintenance and Parts Agreement, shall be applicable to the aforementioned employees with the following understanding:

#### Former AMC Kenosha/Milwaukee NPDC Employees

All former AMC employees laid off from the closed Kenosha Engine Plant or working at the Milwaukee National Parts Distribution Center (NPDC) with a seniority date of March 20, 1989 or earlier, who may be laid-off subsequent to the effective date of the 2011 Agreement who make an outside Labor Market Area election for placement or are placed outside the Labor Market Area, will be assigned a March 20, 1989 seniority date for combined Labor Market Area list placement purposes. Furthermore, when transferring under Section 68 "Transfer of Operations Between Plants" or MOU-4 "Memorandum of Understanding on Plant Closings", the aforementioned employees will be assigned the March 20, 1989 date at their new location.

#### Toledo Assembly Plant Employees

Upon ratification employees of the Toledo Assembly Plant are covered by all provisions of the 2011 Collective Bargaining Agreement. However, Toledo Assembly Plant employees with a seniority date of March 15, 2011 or earlier, who are laid off or may be laid off subsequent to the effective date of the 2011 National Agreement and who make an election for placement outside the Labor Market Area will be assigned a March 15, 2011 seniority date for combined Labor Market Area list placement purposes and for in Labor Market Area placement. Furthermore, when transferring under Section 68, "Transfer of Operations Between Plants" or MOU 4, "Memorandum

of Understanding on Plant Closings", the aforementioned employees will be assigned the March 15, 2011 date at their new location.

Very truly yours,  
Chrysler Group LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 12, 2011

(153) Attendance Counselor

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

For each Company plant, the Vice President and Director of the Chrysler Department of the International Union, UAW may appoint an Attendance Counselor from among those hourly employees who have seniority under the National Production Maintenance and Parts Agreement and who at the time of the appointment are at work in the Company plant in which they are to function. The Vice President and Director of the Chrysler Department will advise Corporate Union Relations in writing of the names of the appointees and the plant to which each is assigned. No Attendance Counselor shall function as such until the Company is so advised. The Attendance Counselor shall serve an indefinite term and shall be replaced only with the concurrence of the Vice President and Director of the Chrysler Department of the International Union, UAW.

The maximum number of hours per week in which the Attendance Counselor of each plant will be allowed to perform the below listed functions shall be determined on the basis of the numbers of hourly employees in that plant in accordance with the following schedule:

<u>Number of Employees</u>	<u>Hours Off Job Per Week</u>
1501 or more	40
1201 - 1500	24
601 - 1200	16
101 - 600	8
Less than 101	4

Adjustments shall be made twice each calendar year in the maximum number of hours each Attendance Counselor will be allowed to perform his/ her functions. Adjustments shall be effective (1) the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October.

1. The duties of the Attendance Counselor are:

- Counseling and early intervention of employee at the 4th, 5th and 6th occurrence in the Memorandum of Understanding Absenteeism.
- Determining cause of absenteeism and directing the employee to agencies or self- help to improve attendance.
- Verifying employee attendance records, including absenteeism, tardy and call- in.
- Assisting in developing and presenting joint programs and communications addressing the need of employees to improve attendance.
- Reviewing specific attendance data provided by Management or the affected employee.
- Analyzing attendance problems with Management representatives in a non-adversary manner.

2. Attendance Counselors shall be subject to the following:

(a) It is understood that the Attendance Counselor of each plant who does not qualify under the schedule herein to perform the above functions forty (40) hours per week has a regular job to perform and will advise his/ her Supervisor on each occasion when it is necessary for him/ her to leave his/ her job in order to function as a Counselor.

(b) It is understood that the Attendance Counselor will be paid only for such time spent in performing the above functions as occurs during the time when he/ she is otherwise scheduled to work.

(c) The Attendance Counselor will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his/ her department and when so scheduled shall not perform any function as an Attendance Counselor.

(d) The privilege of the Attendance Counselor to perform the above duties during regular working hours without loss of pay is subject to the conditions (i) When the Attendance Counselor is permitted less than forty (40) hours a week away from work, those hours off their regular job are to be preplanned and mutually agreed upon with the Union Relations Supervisor or a designated representative, (ii) that the time be devoted to prompt handling of matters which are proper pursuant to the terms of the Memorandum of Understanding Absenteeism and the privilege shall not be abused, (iii) that if it is necessary for an Attendance Counselor to speak to an employee about an attendance matter he/ she shall make prior arrangements with the Union Relations Supervisor or a designated representative and that the counseling take place before or after the employee's scheduled shift; and (iv) that the Attendance Counselor will do the work to which he/ she is assigned at all times except when it is necessary to leave it to handle duties as the Attendance Counselor.

(e) The Attendance Counselor shall be assigned to the first shift and shall be subject to the provisions of Section (19) of the National Production, Maintenance and Parts Agreement, however he/ she shall be available to counsel employees before or after their scheduled shift. By mutual agreement with the Union Relations Supervisor or his/ her designated representative, the Attendance Counselor may adjust his/ her starting time to be available to perform his/ her duties on the second or third shift, in which case Sections (86) and (87) shall not be applicable to the Attendance Counselor.

(f) Each plant will make available to the Attendance Counselor a place to write reports or review attendance material. In addition, they will be provided a filing cabinet or drawer to keep attendance material.

Notwithstanding the above, at Parts Distribution Centers the EAP will assume these responsibilities.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 14, 1996

(154) College Credit Certificate/Certification Program  
International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the parties agreed to continue and expand efforts toward the development of certificate and certification programs.

In order to recognize and encourage the enhancement of competencies and increased professionalism, the National Training Center will partner with Universities and other learning institutions to identify and develop NTC and TTC courses of study, appropriate for certification or certificates. These courses would also award college credit toward degree-seeking programs for completed studies associated with our joint programs.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

September 27, 1999

(158) Training For Civil Rights  
and Equal Application Committees

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During the current negotiations, the Company and the Union agreed to update equal application training within the terms of the Agreement. It was further agreed, that, equal application training will be included in the New Hire Orientation Program.

In addition, the parties determined that specialized training involving the investigation and handling of employee complaints concerning alleged violations of the above would be beneficial to local Civil Rights Committees and Equal Application Committees in the discharge of their responsibilities under Section (4) of the National Agreement.

Moreover, the parties acknowledged the best way to minimize the incidence and impact of sexual harassment is to have positive training and education programs to sensitize supervisors, union officials and employees to sexual harassment concerns.

Accordingly, it was agreed that the National Training Center and the Corporation's Diversity & Work/Family Department will jointly develop and provide such training under the direction of the Joint Activities Board.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 12, 2011

(159) Union and Company Awareness

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During 2003 negotiations, the parties reaffirmed their support of the jointly designed and developed employee awareness program regarding the long historical relationship between the UAW and Chrysler Group LLC. Further, critical issues and problems resolved over the years, as well as the future needs and concerns of each party's respective constituencies, were also addressed. The parties agreed to strengthen the program by continuing the development of union and company historical presentations as provided for in the standardized new hire orientations for hourly employees. Additionally, local union presidents and plant/depot managers may continue to

identify, through signage, the UAW local(s) representing workers at their locations. Also, the Company will continue to affix the UAW registered logo to Chrysler Group LLC tractor doors.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(164) Pre-Retirement Leaves

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties addressed the desirability, where practicable, of having a mechanism to help reduce the number of indefinitely laid-off employees in those situations where the sudden creation of a large number of indefinitely laid-off employees make it impractical to find placement opportunities for those employees. The Company is concerned about large numbers of employees who could return to a plant that had no available work for them. The Union, on the other hand, expressed an interest in longer seniority employees being able to take advantage of a program which would permit them to take a layoff and grow into retirement, while providing placement opportunities for other indefinitely laid-off employees.

A mutually acceptable program has been developed which permits the utilization of voluntary pre-retirement leaves. The parties agreed that in certain circumstances, by mutual agreement, they may agree to a program to place the employee(s) in a Special Program under Attachment A of M-1. Such program would pay the employee(s) at 85 percent (85%) of the employee's straight time hourly rate of pay to grow into retirement. Such requests must be approved by the National Job Security, Operational Effectiveness and Sourcing Committee (NJSOES).

This Letter describes the program guidelines and criteria which will be considered in evaluating program requests.

## Program Guidelines - An Employee Sent Home to Grow into Retirement

- When approved, the program will be available to an indefinitely laid-off employee or to an employee who may be replaced by an indefinitely laid-off employee. This program will not be made available to employees currently eligible to retire under the provisions of the 2019 FCA US LLC-UAW Pension Plan or any other applicable pension plan.
- The number of employees to whom the program will be made available will be determined on a case-by-case basis, as approved by the National Job Security, Operational Effectiveness and Sourcing Committee, recognizing the necessity of maintaining employment levels that effectively fulfill the current and future manpower needs of the location.
- An employee sent home pursuant to this provision will be compensated at 85 percent (85%) of straight-time pay (the employee's hourly base rate in effect at the time of computation).
- An employee sent home pursuant to this provision under the P, M & P Agreement will be considered to be on Pre-Retirement Leave Status and will receive the same pay and benefits as though the employee was actively at work, except that pertinent pay practices such as holiday pay will be compensated at the 85 percent (85%) rate.
- The period an employee may be sent home to grow into retirement in accordance with these provisions will be limited to a maximum of twenty-four (24) consecutive months.
- Employees' Corporate Service Dates will be utilized as the tiebreaker in the event there are more applicants than approved for the program.
- To be eligible for this program, an employee must agree to retire effective the first day of the month following the month the employee first becomes eligible for any type of voluntary retirement. This program is not available to an employee who is already eligible for retirement. Such acceptance to the program by the employee will be irrevocable.
- Life Insurance Benefits will be determined according to Exhibit B Article II, Section 1 as though the employee was actively at work immediately preceding the date of death.

- An employee sent home to grow into retirement under this program will not be eligible for a Voluntary Termination of Employment Program.

#### Criteria to be Considered for the Program

- The creation of a large number of employees on indefinite layoff, making it impractical to find placement opportunities for such employees.

The National Job Security, Operational Effectiveness and Sourcing Committee will jointly determine authorization to implement this program for a location that meets the following criteria:

- Number of Employees on Indefinite Layoff
- Size of the active workforce
- Historical attrition rate
- Expectation of new work
- Future expectations regarding Indefinitely Laid-off employees
- Anticipated volume increases
- Anticipated training needs

#### Process

- The National Job Security, Operational Effectiveness and Sourcing Committee will determine those employees to be eligible for the programs based on the location's current and future manpower, skills and training needs.

- Eligible employees must complete the Pre-Retirement Leave application form. In the case of an employee being sent home to grow into retirement, a retirement application form and all related paperwork must be completed.

If these eligibility requirements are deemed to be in conflict with provisions of any law, as a result of subsequent regulations, legislation of similar developments, or for any reason cannot be applied in their current form during the term of the Agreement, then Pre-Retirement Leaves shall be limited to employees who would be eligible for early retirement based on attaining thirty (30) years of pension credited

service within twenty-four (24) months of participating in a Pre-Retirement Leave.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

September 27, 1999

(166) Access to Procurement and Supply

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

During the course of these negotiations, discussions took place concerning the role of the Procurement and Supply activity, particularly with respect to the sourcing process. To address the Union's concerns in this regard, the Company will provide an orientation meeting with senior Procurement and Supply Management within sixty (60) days following the effective date of the new Agreement. The purpose of the meeting will be to review the Procurement process. It is understood by the parties that Procurement and Supply, through the appropriate Program Management Director or Corporate Union Relations will continue to provide information to the National UAW DaimlerChrysler Department related to the purchasing process, sourcing actions and supplier quality concerns as specified in the Memorandum of Understanding-Sourcing (M-1).

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 14, 1996

(167) Associations - Other Joint Venture Companies

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During 1996 negotiations, the Union expressed interest in the Company's association with companies which assemble vehicles sold by Chrysler Corporation or produce components in joint ventures, such as New Venture Gear.

Recognizing the Union's interest, the Corporation will meet with representatives of the UAW-Chrysler Department, upon request, to review and discuss such products and the effect they may have on UAW-represented hourly employees of the Corporation.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

December 16, 2019

(168) Jitney Repair - Industrial Truck Maintenance

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear: Mrs. Estrada:

During these negotiations, the parties discussed its current fleet of industrial trucks.

The Company indicated that it will utilize its internal Jitney Repair workforce, where they currently exist to be responsible for maintenance schedules, both predictive and preventative, as well as repair methodologies and procedures. It is the Company's intent to

perform jitney repair in the same manner as it is presently performed at that facility.

The parties agreed that the fleet of industrial type trucks will vary from location to location and include industrial trucks, industrial forklifts, tuggers, all PIV's, aerial lifts, AGV's and SGV's, other than what are commonly referred to as Jitneys. Furthermore, the practice of maintaining such work, at locations where they are in service as of the date of the Agreement will continue.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(170) Access to Automated Reports

International Union, UAW

Attn: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the value of providing inquiry access, for selected International Union representatives, to the following information currently maintained by FCA US LLC.

Employment History

Access to this information will include data from all Company's - UAW Production, Maintenance and Parts Agreement locations. It is understood that such access will require the Union to keep information confidential.

Sincerely,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

(171) Americans with Disabilities Act

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

During these negotiations, the parties discussed the effect of the Americans with Disabilities Act. The parties agreed that it is their mutual responsibility to jointly develop understandings covering the rights of qualified persons with disabilities.

Accordingly, the parties agreed that the Vice President of Employee Relations of the Company and the Vice President and Director of the Chrysler Department, International Union-UAW will each designate three (3) individuals to serve on an ADA Advisory Committee. This Committee must meet and confer at mutually agreeable times to discuss these matters.

Additionally, the Advisory Committee may discuss the concerns of either party relative to the Company's implementation of ADA legislation.

Further, with respect to military personnel and veterans covered by the ADA, the parties agree that the ADA Advisory Committee will meet to discuss the process of employment and re-employment to ensure that these individuals receive the respect and attention they deserve and to help them gain a valuable and rewarding work experience.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

(174) Safety and Health Audits

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties discussed the ongoing Joint Safety and Health Audit Program and agreed that future joint safety and health audits will continue to be conducted by a team of trained safety and health professionals under the direction of the National Joint Committee (NJC).

A joint audit team has been established consisting of three (3) UAW International Representatives appointed by the Vice President and Director International Union, UAW FCA Department and three (3) Management Safety and Health professionals appointed by the Vice President of Employee Relations. Both parties recognize the need to maintain a staff of qualified safety and health auditors. The NJC will develop specific training requirements for audit team members. At a minimum, the audit team members will receive annual training related to Company Health and Safety Policies, and "hands-on" training for hazard identification consistent with Company Policies. The Vice President and Director International Union, UAW FCA Department will strive to identify and select new UAW audit team members with an appropriate level of health and safety experience that would enable them to effectively audit plant conformance with Company and OSHA requirements, (such as a H&S Professional, a UAW H&S Representative, H&S Trainer or Ergonomic Analyst). In addition, new auditors will be required to complete up to four (4) weeks of training within ninety (90) days of appointment or as soon as class availability permits.

A Nurse will accompany the audit team to facilities with onsite FCA medical operations to verify plant compliance in medical programs and procedures. It is understood that this position will be filled by utilizing existing staff on a rotational basis and that their time spent on the audit will be limited to their specific audit function. The audit team will consult with Corporate Medical staff during each audit to ensure consistency with the joint audit process.

The NJC will continue to review and provide input to the audit team on the audit program criteria as required. At least once per year, the National Joint Health and Safety Co-Leads will identify a joint audit criteria review team (from existing Health and Safety Audit Staff and

Corporate OSH) to update the audit criteria. Updates to the criteria will include revisions to Company policies and applicable government regulations. Audit criteria changes shall be communicated to all facilities prior to implementation and facilities will be afforded appropriate opportunity/time to conform with such changes in accordance with provisions/requirements communicated jointly by National Joint Health and Safety Co-Leads and Corporate OSH.

The designated UAW-FCA Joint Safety and Health audit team will conduct audits as deemed necessary, but in no case less than once every year for manufacturing facilities and Centerline PDC, and once every three years for all other facilities covered under the M-3 MOU as directed by the NJC.

The parties recognize the critical importance of these audits to the Company, the Union, and the employees. To that extent, the parties agree to use their optimum efforts to (i) maximize the number of audits performed and (ii) to ensure scheduled audits are conducted on a timely basis. Adjustments to approved audit schedules or staffing levels must be authorized by the NJC. The parties further recognized the demands put upon audit team members and the Union expressed concern that, on occasion, outside intervention has impeded audit schedules and training program development. In the future, if outside intervention forces a change in the audit schedule or delays program development, the matter will immediately be taken up with the NJC for prompt resolution.

In the event the Union feels that the corrective action plan is not being implemented in the defined time parameters the matter will immediately be taken up with the NJC through the escalation process defined in M3 Section IV for prompt resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 12, 2011

(179) Family and Medical Leave Act of 1993

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations, the parties discussed the Family and Medical Leave Act (FMLA) of 1993, as amended. The Company assured the Union that it will comply with the provisions of the FMLA.

Pursuant to the Company's present plan for compliance with the FMLA, the Company's rights under the Act will be modified to:

- Provide that an employee on FMLA Leave will continue to accumulate seniority in the same manner as the employee also would be eligible under Section (66)(a) and (78)(a) of the Office, Clerical and Engineering and Production and Maintenance Collective Bargaining Agreements, respectively, as appropriate;
- Permit but not require employees to substitute vacation and/or excused absence allowance for unpaid FMLA Leave;
- Provide that employees who are married to each other will be each entitled to a maximum of 12 weeks of qualifying leave under the Act;
- Provide that, when a third opinion is necessary under the medical certification and dispute resolution sections of the FMLA, the neutral provider will be selected jointly by the Company and the Union from a list, provided by the appropriate local or state professional medical association, of board-certified specialists in the field of medicine in which the point of controversy exists;
- Continue Company-paid Group, Life, Accidental Death and Dismemberment, and Disability Insurance during all FMLA Leaves that are not also Chrysler-UAW Medical Leaves as if such leaves were Chrysler-UAW Personal Leaves of Absence.

In addition, the Company's plan for compliance would:

- Not automatically designate and apply absence time that is compensated under the Sickness and Accident Insurance

provisions of the Life, Disability and Health Care Benefits Program against an eligible employee's FMLA entitlement.

- Use, initially, a calendar year as the 12-month period of the leave entitlement (for example: in 1993, from the effective date through December 31, 1993; in 1994, from January 1, 1994 through December 31, 1994);
- Require repayment of the cost of health care coverage provided during the leave from employees who fail to return from FMLA Leave to the extent permitted by law.

The Company may make changes in its compliance plans to reflect final regulations and/or subsequent court decisions and the gaining of additional administrative experience but without reducing leaves provided by the Collective Bargaining Agreement.

Problems related to the implementation of this letter may be discussed by representatives of the UAW National Chrysler Department, and the Company's Employee Relations Staff.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

September 29, 2003

(180) Tobacco Smoking in the Workplace

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During these negotiations, the Company and the Union discussed concerns regarding tobacco smoking in the workplace, including second-hand tobacco smoke. It was discussed that the Company shall continue to comply with all applicable local, state, and federal laws, ordinances, and regulations regarding tobacco smoking in the workplace. In the event it is alleged that a facility is not

complying with all such applicable laws, and such issue cannot be resolved locally, then the issue shall be elevated to the International Union DaimlerChrysler Department and Corporate Union Relations Offices.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 22, 2015

(181) Technology Training Center

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 1993 negotiations, the parties agreed to establish the UAW-Chrysler Technology Training Center (TTC) to provide a centralized location in which to train and upgrade employee skills. Since its inception, the TTC has become a major provider of technical training for UAW represented FCA US LLC workers.

In 2003, the parties agreed to convene a joint study group to identify methods to improve effective utilization of the TTC. The group made a number of recommendations that were implemented and have resulted in a decreased number of "no shows" and "late cancellations" that had been disrupting TTC training efforts.

During these negotiations the parties discussed several issues critical to the future success of the TTC including how to continue the TTC's role as the primary facility for Skilled Trades Training. It is also recognized that the training of the skilled trades and other identified groups of employees is critical to improving productivity and quality while minimizing equipment downtime.

In an effort to effectively address the rapidly changing technology, the parties agreed to establish an advisory group to identify, as far in advance as possible, current and future technology. The advisory

group will consist of the following members: TTC Joint Technical Training Coordinators, and Representatives from Manufacturing Engineering (ME) and Advance Stamping Manufacturing Engineering (ASME). The advisory group will meet on a semi-annual basis to discuss and review potential effects and timing that such technologies have on each division. The advisory group will also identify any skill gaps associated with the changing technology and oversee the development and execution of an integrated training plan, utilizing WCM processes and methodology with assistance from the WCM Academy Team, as required. Internal and external technical resources may be included on an ad hoc basis. The advisory group will work diligently to recommend the proper equipment and develop the appropriate curriculum.

The parties discussed the perception that participation in training at TTC is voluntary. It was clarified and confirmed that training conducted at TTC is required, and exceptions will be made only on a case by case basis. It is also recognized that the training must be identified and directed by Management as relevant to one's ability to perform successfully on the job on new or different technology or improving a skills gap for skilled trades or other identified groups or individuals. As such, employees identified for training will be required to report to TTC, irrespective of geographic location.

The UAW-Chrysler Technology Training Center will continue to be responsible for six (6) major components:

1. Skilled Trades Core Skills Training
2. Production Worker Technical Skills Program
3. New Processes Training
4. Apprenticeship Training
5. Safety Training
6. Salaried Technical Training

Also, during these negotiations, the parties discussed at great length the many issues that continue to impact the effective utilization of the UAW-Chrysler Technology Training Center. Issues that negatively affect opportunities to increase participation were also discussed. We concurred that the complexities and ramifications of these issues require more in depth review and study.

Funding for the UAW-Chrysler Technology Training Center will be determined by the Joint Activities Board.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

December 16, 2019

(183) Extension of Seniority Recall Rights

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understanding that, notwithstanding the provision of Section (49)(f) of the Production and Maintenance Agreement, laid off employees who have not broken their seniority as of December 16, 2019 shall retain their seniority recall rights through the term of the new Agreement.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:  
INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 18, 1993

(186) Medical Treatment During Working Hours

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

In the event an employee sustains a work-related injury or occupational disability in the course of employment with the Corporation which requires the employee to leave work with the permission of supervision to receive medical treatment during working hours, on that day, such employee will be compensated for the working time lost on their regular scheduled shift.

In addition, if the medical treatment continues beyond the regularly scheduled work hours on that day, the employee will be paid for up to four (4) hours or until the time the treatment is completed, whichever occurs first. Payment will be made at the employees straight-time hourly rate provided the employee presents evidence satisfactory to management of the time spent receiving medical treatment.

Very truly yours,  
CHRYSLER CORPORATION  
T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 22, 2015

(188) Recycling Programs

International Union, UAW

Attention: Norwood H. Jewell

Dear Sir:

During these negotiations, the parties discussed the Corporate Policy and directives relative to vehicle recycling and waste minimization program. Both of these directives affirm the Company's commitment to natural resource conservation and the protection of the environment.

Vehicle recyclability and the use of recycled materials are an increasingly integral part of the Company's vehicle program planning and development process. The Company's goal is to facilitate recycling of our products through such means as material selection, assembly techniques, and manufacturing processes. We also encourage recycling by purchasing recycled materials. Further, we commit to jointly discussing the recycling process and identifying new materials for recycling with the Union.

The Company continues to be a strong supporter of recycling programs and has implemented numerous recycling initiatives at its locations. The Company is also active in recycling initiatives in the various communities in which it operates. The Company supports many community projects to increase the awareness of environmental issues and to promote ways of establishing recycling as a way of life. The involvement of FCA US LLC employees in these projects has been well received and is a major reason for their success.

The Company and the Union will jointly continue to encourage and support recycling efforts of local communities, Local Unions, and employees, consistent with Corporate Policy, which will support the protection and the conservation of the environment, both at the Corporate level, as well as the Local level.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

(189) Up-Front Lump Sum Payment

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the present Negotiations, the Company agreed to provide an up-front lump sum payment of \$9,000 to each member of the Union who is on the active roll on the effective date of the Agreement in recognition for services that will be performed over the contract period and as part of the wage increase. The payment is conditioned solely on the membership's ratification of the Agreement and is paid to such eligible members whether or not the eligible member votes for ratification. Such payment shall be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

Eligible employees who are represented by the Union are defined as those whose status with the Company on the effective date of this Agreement is one of the following:

- Active with seniority
- On temporary layoff status;
- On Pre-Retirement Leave;
- On leave pursuant to Family Medical Leave Act;
- On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty;
- On leave of absence beginning not earlier than ninety (90) days prior to the date of the Agreement
- Retirements that occur between the effective date of the Agreement and the payment date

Additionally, the Company agreed to provide an Up-Front Lump Sum payment of \$3,500 to active Supplemental Employees who have worked at least ninety (90) days prior to the effective date of the Agreement.

In addition, should the National FCA Department raise any questions of equity in application regarding specific such members, the Company agrees to meet on such cases to review the facts.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 22, 2015

(190) Local Technical Training Committee

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, there was extensive discussion regarding the roles and responsibilities of the Local Technical Training Committees (LTTC). The parties agreed to continue the presently established LTTC's and to create such committees at UAW-represented FCA US LLC facilities where they do not currently exist. These committees will be responsible to plan and coordinate local technical training for production, as well as skilled trades employees, by jointly reviewing current and approved planned equipment timing, identifying training needs, developing training plans, and coordinating training activities between the plant and the UAW-Chrysler Technology Training Center.

The committees will be comprised of no more than four (4) Union and four (4) Management members, which shall include a production representative, a skilled trades representative, and the facility's Human Resource Manager or designee. Committee members, preferably with training responsibilities or expertise, will be selected by the Co-Chairpersons of the Local World Class Partnership Council (LWCPC). The LWCPC will ensure appropriate Salary representation on the Local Technical Training Committee to address training which has been identified for the Salary unit(s).

Additional internal resource personnel may attend LTTC Committee meetings, as appropriate. It is understood that non-UAW and non-FCA US LLC persons will not serve in a decision-making capacity on these committees, but may provide professional assistance to the committee, as needed.

The LTTC will be a subcommittee of the LWPCPC and will meet monthly or as required by the LWPCPC Co-Chairs.

The UAW-Chrysler National Training Center will develop Local Technical Training Committee guidelines and procedures, recommend training for members of the LTTC, and monitor the progress of these committees on a regular basis. The Joint Technical Training Coordinators will ensure program alignment with manufacturing operations and as required, with mutual agreement, the parties will convene a Joint LTTC Leadership training at the World Class Manufacturing Academy to provide required LTTC training needed to successfully introduce and launch new training initiatives.

In accordance with the provisions of the 2007 P,M & P Agreement regarding manufacturing LTTC members and their selection, the LTTC shall consist of one (1) production and one (1) skilled trades employee assigned on a full-time basis, 40 hours per week, except as otherwise agreed. All LTTC members will be jointly selected by the LWPCPC Co-Chairs in accordance with the "June 18, 1997 published guidelines."

The parties agree to modify the LTTC roles and responsibilities as required to meet current operating conditions and facility needs, such as tracking production and skilled trades training in the Learning Center, in accordance with this letter.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(194) UAW-Chrysler Scholarship  
Program for Dependent Children

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

FCA US LLC and the UAW recognize the importance of continuing education for college-aged dependent children of UAW-represented workers. In this regard, the Union and the Company agreed to offer the UAW-Chrysler National Training Center (NTC) Scholarship Program for Dependent Children of active UAW-represented FCA US LLC employees.

The Tuition Assistance Program joint coordinators will continue to direct the delivery of a program based on the following:

- Applicant Eligibility: Dependent children of active UAW-represented FCA US LLC employees who are pursuing a postsecondary education degree at a two year or four year institution accredited by a governmental or nationally recognized agency are eligible to apply for tuition assistance. For purposes of this program, the dependent must be the child of the employee, or of an employee's spouse, by birth, legal adoption or legal guardianship.

- Scholarship Amount: The program will reimburse applicant for tuition and/or compulsory fees following:

- Proof of satisfactory completion of semester coursework,
- Proof of dependency, and
- Proof of payment.

The amount and the number of scholarships made available annually will be determined and communicated by the Joint Activities Board. The scholarship is limited to an annual benefit award of up to \$1,500 per eligible dependent.

- Scholarship program details are located on the UAW-Chrysler National Training Center Website.

- Funding: Funding for this program, including administrative costs, will be provided through the UAW-Chrysler National Training

Center as determined by the Joint Activities Board.

- Administration: The Plan will be jointly administered by the UAW-Chrysler National Training Center (NTC).

The National Training Center has the authority and discretion to interpret the terms of the Scholarship Program, including but not limited to, the authority and discretion to approve schools and courses, and to issue guidelines.

Payments under the UAW-Chrysler Scholarship Program for Dependent Children will be subject to applicable federal, state, and local income tax provisions.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

December 16, 2019

(195) Apprentice Diversity, Outreach and Selection

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada

The parties reviewed many aspects of the FCA US LLC-UAW Apprenticeship Program, including diversity issues. The parties continue to recognize that additional methods and strategies must be considered which might better prepare individuals who may want to select the skilled trades as a profession. Further, it was agreed that every effort must continue to be made in outreach activities to inform, educate, and encourage the inclusion of diverse candidates and those protected by law to consider skilled trades work as a future career option.

To this end, the parties have agreed to maintain the committee established for this purpose composed of four (4) members of the National Apprenticeship Committee, two (2) of whom shall be

Representatives of the International Union and two (2) of whom shall be Representatives of the Company. Accordingly, the Committee will continue to study and recommend even more new and innovative approaches to attract a more diverse pool of qualified candidates for future skilled trades opportunities. The recommendations of this committee shall be presented to the full membership of the FCA US LLC-UAW National Apprentice Committee for consideration and implementation.

Additionally, notwithstanding the provisions of Section 15 (b) (2) of the Supplemental Agreement Provisions Pertaining to Apprentices, the International Union and the Company may develop an Alternate Apprentice Selection Procedure for the inclusion of diverse qualified candidates and those protected by law. This Alternate Selection Procedure will be reviewed with the FCA US LLC-UAW National Apprentice Committee. External candidates, if any, for such positions must meet all pre-employment criteria established by the Company.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 22, 2015

(199) Metal Working Fluids

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties discussed at length the exposure levels of metal working fluids within the Company's facilities. The parties recognize that the Company has made great strides in the past few years in improving our plants' environments. Our new facilities have been engineered with significant attention to employee health and safety, resulting in metal working fluid levels well below 1.0 mg/M3. Moreover, as new equipment has been placed in existing facilities, similar results have been achieved. Likewise, in existing facilities, a variety of means and efforts associated with current

systems have resulted in impressive improvements over pre-existing conditions. These efforts and new tooling (installed and projected) at existing facilities have dramatically reduced overall Company mist levels. In fact, in those locations with new installations, we believe the overall environmental average for the area or plant is at or below 0.5 mg/M3.

The Company advised the Union of our intent to continue similar efforts throughout the life of the current Agreement. To that end, we will endeavor to engineer and design new equipment to attain a level of 0.5 mg/M3 time weighted average (TWA) for initial production start-up. Furthermore, efforts will be made to attain this level after start-up. Moreover, the Company agreed that, for its existing equipment, it will strive to control mist levels at a Company exposure guideline of 1.0 mg/M3 or less.

Medical surveillance (consisting of a standardized respiratory symptoms questionnaire) for respiratory effects of metal working fluids will be offered to employees who regularly work in operations with metal working fluids. The questionnaire will be made available to workers on an annual basis and/or when they visit the medical department. The status of the medical surveillance participation will be documented at a Weekly Incident Review Board Meeting (WIRBM).

During the life of this Agreement, powertrain plants performing machining operations will conduct mist mapping on a biennial basis. Each map will be dated and color coded to show ranges of representative mist levels based on NJC guidance, for each bay in each department where machining operations are performed and areas where mist may be reasonably expected to migrate. In addition, the LJHSC and Corporate Industrial Hygiene will conduct an annual review of plant mist maps, with more frequent mapping completed in areas of employee concern and/or where changes to the operation/process may impact plant mist levels. The Company agrees to provide the LJHSC and the UAW Health and Safety Trainer at affected plants, specialized training in mist mapping, including the use of existing Industrial Hygiene direct read air sampling equipment. The Plant LJHSC may accompany the Company Industrial Hygienist during the mist mapping. The NJC will be provided with the most recent mist map for each plant within 90 days of its completion. The NJC shall review such information and determine if any additional mapping is required.

Records of laboratory testing and coolant additions will be maintained and, upon request, made available to the LJHSC. The Company will continue to implement its fluid testing and maintenance as defined in its IH-4 Bulletin. Any modifications to IH-4 will be reviewed, in advance of issuance, to the Union at a NJC meeting.

In order to assure the quality of these records, they will be included in the S-58 audit. Furthermore, at machining plants, metalworking fluid maintenance will be added to the agenda of one WIRBM, per month. At that meeting, any available data regarding mapping and air sampling results may be discussed. The parties also may review their performance on the ventilation system preventive maintenance program. Finally, the metalworking fluid maintenance audit module will continue to be part of the NTC audit.

A subset of the NTC Audit Team consisting of one (1) Management and one (1) Union auditor will be trained to conduct a performance review of ventilation equipment. During the life of this Agreement, this team will perform two (2) unannounced spot checks of the KTP ventilation systems to confirm compliance with preventive maintenance requirements. The team will be trained, utilizing supplier(s) of air handling equipment for the Company, in the process and procedure required to conduct such an assessment.

Periodic joint industrial hygiene visits will continue to be conducted by the Company and UAW Industrial Hygiene staffs at all powertrain plants performing machining operations with metal working fluids. Reports of these visits, along with their findings, shall be reported annually to the NJC.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(203) Working on a Holiday/Conversion Option

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

During the negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that their eligible holiday hours be credited to their

Paid Absence Allowance, in lieu of receiving holiday pay.

To provide sufficient time for administration, the employees must submit their request in writing no later than the Friday of the week in which the holiday occurs.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

September 27, 1999

(205) Payment of Shift Premium  
During In-Plant Training

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations lengthy discussions were held regarding in-plant training of employees. Both parties continue to support training initiatives and maximum participation by employees in efforts which will enhance skill levels and fully utilize the talents and abilities of employees to meet the competitive challenges that lie ahead.

The Union expressed concern that maximum participation is being hindered because of a pay practice which results in the loss of shift premium to employees who attend training on a shift other than the shift on which they would otherwise normally work. The Union further maintains such loss of shift premium has adversely impacted morale and plant efficiency, resulted in certain employees not attending such training thereby, missing the opportunity to upgrade their skills.

In an effort to seek maximum participation in available in-plant training, the parties have agreed that notwithstanding the provisions of Section (85) of the National Production and Maintenance Agreement, employees who are required to attend in-plant training

necessary to upgrade their skills in their classification on a shift other than they would otherwise normally work, will be paid the shift premium normally paid for their regularly assigned shift during the period they are attending such training.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

October 22, 2015

(206) Procedure to Correct Pay Shortages

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations the parties discussed the importance of developing and encouraging processes focused on reducing and/or eliminating pay shortages.

In an ongoing effort to minimize pay shortages, prior to the close of Payroll each week, the Company currently communicates to each of its plants the number of potential shortages occurring at that location. Further, ongoing timekeeping training for plant personnel is available upon plant request. In addition, employees have the ability to review their daily hours worked and/or their weekly pay statements utilizing the plant kiosks at work or Dashboard Anywhere from home. This will confirm our understanding that:

-- Pay shortages of four (4) hours or more will be processed by Corporate Payroll Services via the 24-hour pay shortage process unless otherwise specified by the employee. This includes shortages relating to Paid Absence Allowance (PAA), Holiday, Jury Duty, Short-Term Military Duty, and Bereavement pay. To minimize the costs in processing these payments, the Company and the UAW will continue efforts to increase direct deposit participation and pay card utilization.

-- Corporate Payroll Services will prepare a shortage payment with the employee's statutory deductions applied for all authorized shortages. Employees utilizing direct deposit or the pay card are able to view their pay statement via Dashboard Anywhere or the kiosk. In cases where employees receive a paper pay check, the shortage payment check and statement will be sent to the employee's address of record.

-- Requests received by Corporate Payroll Services by noon each day will be processed in time for next day (excluding Tuesdays, Saturdays, Sundays and Holidays) delivery. Due to the processing of regular payroll on Tuesday, pay shortage requests received on Tuesday will be processed on Wednesday.

-- Plant kiosks were incorporated into all plants to aid in the processing of Paid Absence Allowance (PAA), Jury Duty, Short-Term Military Duty, and Bereavement pay requests.

-- The 24-hour pay shortage process is not intended to provide payment of Paid Absence Allowance (PAA), Holiday, Jury Duty, Short-Term Military Duty or Bereavement pay in a period earlier than it would have been paid.

During the term of this Agreement, issues related to this letter may be discussed by representatives of the UAW National Chrysler Department and the Company's Employee Relations Staff.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 14, 1996

(207) Union Dues Deductions

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sir:

Notwithstanding the provisions of (M-5) Memorandum of Understanding Union Dues Deductions, the Company will remit all sums deducted from pay to the Financial Secretaries of the Local Unions pursuant to (M-5) using the present method or via electronic transfer to the Local Unions financial institution.

It is understood that the Financial Secretaries of the Local Unions will notify the Company of their desire to have deductions electronically transferred. This change will be effective within ninety (90) days following notification to the Company.

If electronic transfer is selected, the payment will be made within two (2) to three (3) days after the first pay period in each month.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Jack Laskowski

October 14, 1996

(208) Probationary Employees

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

The parties reaffirmed their understanding in interpreting Section (45)(a) of the 1996 National Production and Maintenance Agreement and the corresponding section of the National Parts Agreements. A

probationary employee acquires seniority at the completion of his shift on his ninetieth (90th) day of employment, provided however:

1. If he works any part of the ninetieth (90th) day and is laid off on that day, he will be considered a seniority employee. If he is discharged before the end of his shift on the ninetieth (90th) day, he will be considered a probationary employee.

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

- a) Any period of five (5) or more consecutive normal work days on which the employee does not work such as model change, temporary adjustments, inventory, non-occupational disability, or personal absence or any combination thereof.
- b) Days lost due to a strike or other interference with production whether authorized or not.
- c) Days lost due to disciplinary layoff.

3. A probationary employee whose ninetieth (90th) day of employment falls on a designated holiday, or a Saturday, or Sunday, and who is not scheduled to work that day, will be considered a seniority employee as of the completion of his shift on the ninetieth (90th) day provided he reports for work as scheduled following such holiday, Saturday or Sunday. If the employee fails to report for work as scheduled following a designated holiday, Saturday or Sunday on which his ninetieth (90th) day of employment fell, and is thereafter separated from employment without returning to work he will be considered a probationary employee and separated as of his last day worked.

4. For Third Shift employees only, when calculating the first day of work for new employees to the plant, "Sunday night starts" will be considered Sunday, and "Monday night starts" will be considered Monday.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Jack Laskowski

October 22, 2015

(209) Full Utilization of Skilled Trades

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During our discussions relative to outside contracting, the utilization of FCA US LLC skilled trades employees has been a matter of mutual concern. Although no agreement was reached regarding the definition of "full utilization", the parties did agree that the appropriate forum in which to address this issue is at the local level, in conjunction with the outside contracting review process. It was indicated that the definition of full utilization will vary from location to location, depending upon the circumstances of each contract, including the number of skilled personnel involved, the number of hours allocated to the project, and the extent to which outside contractors are contemplated for utilization on weekend work.

The parties agreed that the following additional considerations may also bear on the definition of full utilization:

1) Whether a contractor will perform work on overtime during the workweek and/or on a weekend.

2) Whether skilled trades employees are on layoff.

3) The necessity for specialized equipment when added to other factors, exceeds the cost of a contractor performing the work and/or contractor work skill sets or competencies that the Company may not possess.

4) The percentage of affected trades, to be assigned work along with outside contractors.

5) The requisite number of plant skilled trades employees available and/or willing to work overtime during the workweek and/or on a weekend which may be required to complete the project under review, consistent with cost and timing parameters. The parties agreed the definition of "full utilization" may not necessarily be limited to skilled trades employees working five (5) days per week, eight (8) hours per day but, also, is not necessarily seven (7) days per week, twelve (12) hours per day but may extend to daily, weekend and other overtime periods, when outside contractors are on the plant premises

and are performing work customarily and historically performed by UAW bargaining unit personnel.

6) The expanded availability of skilled trades employees as it relates to an Alternative Work Schedule work pattern.

Although not one of these considerations is necessarily controlling, each may be instrumental in assisting the parties in determining whether the skilled trades workforce is fully utilized as that concept relates to the decision to use an outside contractor. Consistent with the Outside Contract Review Team process, the goal is to utilize plant skilled trades, however, if consistent with the guidelines of Letter 34, work is awarded to outside contractors, the Company will not be required to match. Should the work be of a nature that requires outside contractors and is work traditionally performed by plant trades and is work they could perform, the Company will match like trades not exceeding one for one match.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(210) Skilled Trades Testing and Licensing Fees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties have agreed that where either federal, state, or local ordinances require licenses to perform the specific work historically or traditionally assigned to a skilled trades classification, the Company will ensure that an employee or employees, if so required of the Company, will be trained in accordance with licensing requirements. Further, if the Company requires a licensed person to perform such work and has determined that factors such as the frequency of the work, availability and cost of related equipment and associated liability concerns drive a proper business case for FCA US LLC skilled trades to perform such work, the Company will ensure that

an employee or employees are trained in accordance with licensing requirements. The Company will also reimburse employees for the testing required to obtain such governmentally or Company required licenses, provided the particular license is necessary for performing available work in the plant. Reimbursement shall be limited to the fee for such test and licenses or their renewal which will be used in the performance of subject employees specific job within the Company. Reimbursement for test fees will only be made upon proof of successfully passing the test.

Additionally, in cases where disputes arise regarding licensing requirements that include specialized training, the Local Joint Training Committee will meet to discuss and resolve training issues related to the procurement of such licenses on a case by case basis. Should the local parties be unable to resolve an issue, such issue may be referred to the International Union, UAW and Corporate Employee Relations for appropriate disposition.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

International Union, UAW  
By Norwood H. Jewell

September 27, 1999

(211) Skilled Trades Project Coordinator

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations, the parties discussed the utilization of skilled trades employees on project work and the effectiveness of the Skilled Trades Project Coordinator classification, which was first established on a pilot basis with the 1996 Production and Maintenance Agreement.

The parties have agreed that the classification of Skilled Trades Project Coordinator will be expanded and made available to all U.S. manufacturing and assembly plants, covered by the 1999 National Agreement under the following conditions:

- Both local parties agree to participate;
- The plant submits a joint request in writing to the Corporation and the DaimlerChrysler Department of the International Union defining the scope and anticipated duration of the project; number of employees by classification in the project work group; training plans and the role to be performed by the Skilled Trades Project Coordinator;
- The local parties jointly establish selection criteria for the Skilled Trades Project Coordinator which assures that the most qualified employee(s) are selected. Suggested criteria guidelines may include, but are not limited to, blueprint reading (if required), knowledge of the work content to be performed, planning and communication skills.
- The rate for the Skilled Trades Project Coordinator who leads such work groups will be \$1.00 above their normal classification rate for the duration of a specific project meeting the guidelines of this letter. The Project Coordinator must assume the key responsibilities as well as the majority of the representative task, contained in the attached exhibit;
- Normally no more than three (3) employees at a location may be classified as Skilled Trades Project Coordinators at any given time. In the event a plant determines that there is a legitimate need for additional Project Coordinator(s), a joint written request shall be submitted to the Company and the DaimlerChrysler Department of the International Union for their consideration;
- The local parties will evaluate and measure completed projects for cost, timing, quality and efficiency and provide such information prior to requesting approval for any additional projects; and,
- The program may be suspended at any plant based upon the recommendation of either party and with the concurrence of the DaimlerChrysler Department of the International Union and the Union Relations Staff.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Stephen P. Yokich

## EXHIBIT

### Skilled Trades Project Coordinator Job Duties

#### Key Responsibilities

Accountable for operational and administrative aspects of the project work group, including progress toward group goals, shift start-up, overtime, record keeping, team training progress, safety and housekeeping. (Not responsible for employee discipline nor for authorizing hours of work or pay.)

-- Function as a liaison between groups members and other internal and external support functions.

-- Provide information and advice to Management and outside contracting subcommittees, as appropriate.

-- Plan, organize, and facilitate project work group meetings to resolve problems, competitiveness, and other issues in the spirit of continuous improvement.

-- Coordinate the activities and assignments of all employees assigned to the project work group including different skilled trade classifications and non-skilled employees based on the specific requirements of the project.

#### Representative Tasks

1. Plan, schedule, and facilitate project work group meetings.
2. Coordinate maintenance and project activities between production, engineering, and scheduling activities.
3. Solve problems using authority delegated- including discussions with appropriate plant personnel or outside project representatives.
4. Plan and coordinate project work group activities and assignments as necessary.
5. Plan and provide or arrange for appropriate training (OJT or classroom).
6. Promote safety, quality, and housekeeping.
7. Promote and ensure constant improvement in the group (e.g., quality, cost, and efficiency).

8. Obtain materials and supplies for the group.
9. Be knowledgeable of all operations within the project work group, provide coverage for group members who are away from the work area (i.e., absent, emergency first aid, etc.), and perform other tasks to facilitate project goals.
10. Maintain team records, such as overtime scheduling/equalization, training, etc.
11. Participate in management meetings and communicate the needs of the team.
12. Responsible for morale and performance of the team.
13. Encourage group to meet responsibilities.
14. Other tasks as determined by the specific project requirements.

September 27, 1999

(212) Warranty and Service Agreements

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During the 1999 Negotiations, there was considerable discussion regarding the subject of warranty and service agreements. The Union expressed serious concern relative to warranty arrangements that extend beyond those customarily provided by suppliers and certain service contracts. They further asserted that certain locations fail to provide the Union with proper notice when suppliers are in the plant to perform particular warranty or service agreement work, especially during off-shifts and overtime periods. The Corporation reaffirmed that good business practice includes the use of warranty arrangements sufficient to assure that equipment purchased by the Corporation performs according to specifications required by the purchase contract. The Corporation further explained that to remain globally competitive, it must be able to utilize warranty arrangements and/or service contracts ordinarily provided by suppliers.

In an effort to address the Union's concerns, it is agreed that any time a supplier visits a facility to perform warranty or service agreement work, as provided in the purchase agreement between the parties, the Union will be notified and an employee on that shift with the appropriate skilled trades classification will be assigned with the supplier. Additionally, in the event other employees from the same supplier are performing different warranty or service agreement work in other areas of the plant, an employee with the appropriate skilled trades classification will be assigned with the supplier. The purpose of this assignment is for the employee to receive training, become familiar with the new equipment, and to help ensure a smooth transition of responsibilities to our skilled trades upon expiration of the warranty and/or service arrangements.

Where concerns or abuses are cited by either party regarding the aforementioned understanding, such matters will be discussed in Outside Contracting Review Team Meetings in an attempt to reach a mutually satisfactory resolution.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Stephen P. Yokich

October 12, 2011

(215) Employee New Vehicle Purchase  
Program Ordered Vehicles/U.S. Build

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

During these negotiations, the Union expressed concern regarding the subject of ensuring vehicles ordered through the Employee New Vehicle Purchase Program for employees are built at the appropriate U.S. plant. The Union cited concerns regarding UAW - Chrysler employee's inability to order U.S. made product lines that are simultaneously produced in Mexico. The Company is sensitive to the desires expressed by the Union in this regard, and agrees to

the following provision in an effort to accommodate our employee's wishes.

The Company agrees, to maintain a system with our scheduling and distribution network that will enable new vehicle orders purchased through the Employee New Vehicle Purchase Program to be programmed to the appropriate U.S. plant in the event there is duplicate production and the unit is buildable. The Program will be limited to those product lines produced at Warren Truck that are also produced in Mexico. It is understood and agreed that during the course of this Program, periodically the Corporation may be required to move orders due to extenuating circumstances such as, but not limited to, component shortages and production scheduling needs.

In extending this provision of the Employee New Vehicle Purchase Program, it is understood and agreed that the Corporation may at any time modify, change or discontinue this Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

December 16, 2019

(216) Overtime Paid Absence Allowance Requests

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed concern about employees not being provided the opportunity to request payment of Paid Absence Allowance entitlement when the employee is pre-excused by management from having to work a scheduled Friday, Saturday, Sunday or forced Holiday overtime shift/crew.

The parties recognized the need to run production operations efficiently and agreed that excessive absenteeism adversely impacts the Company in terms of product quality, operating costs, efficiency of operations and employee morale and places an unfair burden on those employees who regularly work as scheduled.

The parties agreed that an employee who is scheduled to work a Friday, Saturday, Sunday or forced Holiday overtime shift/crew and who, in advance of that overtime shift/crew, is pre-excused by management from working such shift/crew, may request payment of Paid Absence Allowance for such pre-excused shift/crew.

An eligible employee will be paid for an amount equal to their regularly scheduled hours (or the balance of unused Paid Absence Allowance hours if the balance is less) at the employees straight time base hourly rate inclusive of applicable shift premium but exclusive of overtime premium.

Very truly yours  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 22, 2015

(217) Payroll Matters

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the current negotiations, the Union expressed concern regarding a number of payroll related matters. In resolution of these payroll matters, the Company agreed to implement the following:

- Local Unions may request and receive monthly union dues deduction information from both regular pay and Supplemental Unemployment Benefits (SUB) electronically from a third party computer services provider as determined by the Company. The Local Unions will be responsible for any costs related to computer software and/or hardware necessary to process the monthly data.

- The Company agrees to continue to provide the International Union an electronic file of all Voluntary Community Action Program (V-CAP) deductions on a monthly basis. This detail supports the electronic transfer of funds to the International Union for all V-CAP deductions.

- In addition, the Company and Union agree that V-CAP deduction detail will be provided by the Company to the Financial Secretary of each Local Union. Local Unions will receive their detail listings in the same format as determined for union dues solicitation.

- It is also understood that V-CAP deductions are taken in a pay period separate from the pay period in which union dues are deducted, considering an employee is actively at work.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

September 27, 1999

(218) Sexual Harassment Counseling for New Hires

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations, the parties have engaged in considerable discussion about providing counseling to employees with less than eight (8) months of service who allege that they have been sexually harassed. To that end, the Corporation has agreed to create a special counseling program to address this concern, which will begin during the first quarter, 2000.

Criteria for participation are the following:

- A formal complaint alleging sexual harassment must be filed with the Corporation,

- A joint UAW-Management investigation of the complaint must have begun, and
- The employee must request counseling services.

The employee may then go to the Employee Assistance Program representative for a referral to an approved treatment program. Under the provisions of this program, employees will be eligible for up to the same number of counseling sessions as provided by the regular corporate mental health benefit. Costs for such services will be paid for through the Joint Activities Fund, and will terminate at the time that the employee qualifies for regular corporate benefits.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Stephen P. Yokich

September 27, 1999

(219) P&M, OC&E, Parts Agreements  
Use of Past Record

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

During these negotiations there was considerable discussion regarding the application and intent of Section (43), Use of Past Record.

The Union asserts Section (43) bars consideration of prior discipline beyond the immediate preceding twelve (12) months of active employment when imposing a penalty on a current charge and that the same time restriction is applicable regarding the use of an employee's discipline record when presenting appeals to the Chairman of the Appeal Board.

The Corporation has no disagreement with the Union's interpretation of Section (43) as it regards management's initial act of

"imposing" a penalty on a current charge. However, when presenting appeals to the Chairman the Corporation may respond with evidence as to the employee's total disciplinary record unrestricted by Section (43), if a grievant or the Union advances a claim of prior lengthy good conduct as a ground for reduction of penalty. In the absence of such claims the Corporation will not attempt to include in the arbitration record, either orally or in writing, disciplines which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 29, 2007

(222) UAW/POW/MIA Flags

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the current negotiations, the Union requested that all Chrysler facilities, where employees are represented by the UAW, fly the UAW/POW/MIA flags. As discussed, flying of flags at Chrysler locations is a matter of Company policy administered by the Corporate Security Office.

In view of the historical ties between the UAW and Chrysler along with the special sensitivity associated with the Vietnam era MIA and POW issues, exceptions requested by a Local Union to the normal policy on flags shall be channeled to the Corporate Security Office. These exceptions may include: individual special requests, special days recognized by the U.S. government to honor or remember POW's or MIA's or other appropriate holidays, such as Memorial Day and Veterans Day.

It is agreed that all Chrysler facilities, where employees are represented by the UAW, will make the necessary arrangements to

fly the UAW/POW/MIA flags. UAW flags will be provided to the Plant/Distribution Center Manager at each Chrysler facility by the Local Union President or Unit Chair Person.

It is understood that this matter is one governed by the Corporate Security Office, and if revisions to the policy are made, the Union will be notified.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

(223) Diversity Training

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties have historically discussed the importance of Diversity training and a culture that promotes respect in the workplace. During these negotiations, the parties reaffirmed their strong commitment to the Diversity program and agreed to continue the inclusion of diversity training in other National Training Center (NTC) Programs such as the New Hire Orientation Program.

In addition, during these negotiations, the Union raised concerns that certain Local Union Presidents have attempted to make a joint request for training to mitigate Diversity related issues that have come to their attention during the normal course of business and were unable to obtain concurrence by Plant Management to submit a joint training request letter to the NTC. In such instances where the Local World Class Partnership Council Co-Chairs are unable to mutually agree to submit a joint training request letter, the matter may be referred to the Vice-President and Director of the UAW Chrysler Department and the FCA US LLC Vice-President Employee Relations (or their respective designees) for review, disposition and guidance, to be rendered within a reasonable period of time.

Funding for this activity will be provided from National Training Funds upon approval by the Joint Activity Board.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

September 27, 1999

(226) Skilled Trades Employees Assigned  
to Another Skilled Classification

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During negotiations leading to the 1999 National Production and Maintenance Agreement, the Union cited instances of work being performed by outside contractors while Journeyman or Permanent Employees in that trade have been assigned to work in another skilled trade classification.

In response to this concern, the Union was informed that it is not the intention of the Company to assign skilled trades employees to work in another skilled trade classification for the sole purpose of utilizing outside contractors to perform work in their trade. Furthermore, in those instances where the Union has evidence to support assertions that a plant has acted contrary to the intent of this letter, the matter may be referred to the International Union's Skilled Trades Representative who will discuss the issue with the Company's Skilled Trades Representative.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

December 16, 2019

(227) Apprentices Used as Regular Manpower

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Union expressed concern that there have been incidents wherein a small number of plants were using apprentices as "regular manpower" which, among other things, precludes the apprentice from receiving the required schedule of work process training under the guidance of journeymen.

The parties agree such alleged inappropriate activity should be investigated and resolved by the Local Apprentice Committee. In the event the matter is not resolved, the Local Apprentice Committee will submit a report, with supporting documentation, to the FCA US LLC-UAW National Apprentice Committee (FUNAC) for resolution.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

September 27, 1999

(228) Equipment Training

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations the parties discussed the need for specialized training of skilled trades employees and making available supporting documentation and materials such as instruction manuals and software relevant to new machinery and equipment.

The Company recognizes that equipment downtime will be minimized and quality and performance improved if training and supporting documentation relevant to the servicing of new equipment is provided to its skilled trades workforce. Toward that end, the Company, through the Equipment Supplier Training Group, will monitor new equipment purchases to ensure training and supporting documentation are, when not considered proprietary in nature, made part of the purchase specifications.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By. T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 27, 1999

(229) Clarification of Letter 34 - Utilization of  
Skilled Trades Manpower and Facilities

International Union, UAW

Attention: Mr. Stephen P. Yokich

During the course of these negotiations, the Union raised objections and cited examples of alleged abuse by Management of the "except where time and circumstances prevent it" provision of Section (11) (f) of the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees, and as outlined in Letter (34) Item (4) Maintenance and Construction - of the Production & Maintenance Agreement.

The parties acknowledge there are legitimate instances, such as emergencies, where time and circumstances prevent the required advance discussions with the Union prior to work being contracted out. However, absent legitimate reasons, the aforementioned provisions will not be used by Management solely to circumvent the contractual requirements relating to outside contracting notification.

In order to address the concerns of the Union, the importance of the requirement of holding "advanced discussions" before work is contracted out will again be communicated to the appropriate parties at each location. In the event a Local Union experiences

continued problems in this regard, the matter may be referred to the DaimlerChrysler Department of the International Union, which may then raise it with the Skilled Trades Representative of the Union Relations Office.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 27, 1999

(230) Product Development and Product Transformation

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

During these negotiations the parties discussed various issues related to product development and product transformation. Both the Company and the Union recognize that future jobs depend on, among other things, continuing investments in product development. Shifting markets, changing consumer tastes, new governmental regulations, international harmonization of such requirements, and a host of other factors have a direct impact on vehicle development and manufacturing. The products manufactured and services delivered must meet evolving customer preferences and demands at a competitive price.

The Company fully understands the Union's concerns relative to investment in new products and services, and that such investments, while absolutely necessary, may not alone guarantee good future jobs. New products require additional skills, spur changes in labor demand, and entail new sourcing decisions. The parties acknowledge that involving the Union at the earliest stages of the product development cycle is key to attaining job security while meeting the global challenges of improved quality, speed to market, product innovation, and lowering total costs. To that end, the Corporation has been, and continues to be, fully committed to working with the Union to seek and identify appropriate jointly developed technical

training programs that will match new skill requirements with evolving technologies, products and services, along with the implementation of new programs to cushion unavoidable dislocative effects of rapid product transformation and development. The Company recognizes that working together will help preserve and grow good paying jobs for all current and future UAW-represented employees at DaimlerChrysler Corporation.

In preceding National Agreements and during these negotiations, the parties have recognized the importance of the Union's role and involvement in the product development cycle and product transformation through provisions, such as the Memorandum of Understanding-Sourcing (M-1), which provide a mechanism for early UAW involvement in the Corporations' plans to proceed with a new or redesigned vehicle. To that end, it is understood and reaffirmed that early during the product development cycle, matters such as sourcing patterns, possible changes in assembly, sub-assembly, stamping, power train and other component sourcing patterns, possible insourcing opportunities, and technology which may impact the represented workforce will be reviewed with the International Union in accordance with the provisions of the Memorandum of Understanding-Sourcing (M-1). Such early and up front involvement will allow the Union to continue to be provided with current and anticipated major product developments/product transformations that are having, are expected to have, or could potentially have an effect on employment levels such as projected changes in the major components for motor vehicles (e.g. shift to new propulsion technology and energy storage devices), in materials (e.g. increased use of plastics and/or aluminum in body panels, shift to aluminum castings), in assembly and design (e.g. for easier assembly/manufacturing methods and for disassembly for recycling purposes).

Further, the Union's early involvement during the product development process allows for discussions relative to issues such as the impact of a traditional gas-fueled internal combustion engine vehicle, and, for example, the comparable electric, hybrid electric, fuel cell, or dedicated and flexible alternative-liquid-fuel vehicle with respect to major components, materials, and assembly methods. In each case, the Company will indicate the extent to which changes in specifications will be handled through the revamping of existing UAW operations, by means of technology residing in other divisions of the Corporation or by outside sourcing arrangements.

Finally, it is recognized that the Memorandum of Understanding-Sourcing (M-1) provides an avenue for discussions as early as practicable in the product development cycle relative to projected production volume of new materials, components, and products, and the potential impact, if any, on UAW represented jobs.

Very truly yours,  
DaimlerChrysler Corporation  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 29, 2003

(231) V-CAP Contributions

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

This is to confirm our understanding regarding contributions to the UAW V-CAP program.

The Corporation will establish, as soon as practicable following the conclusion of these negotiations, a system allowing voluntary V-CAP contributions to be deducted from the monthly pension payable to any retired employee or surviving spouse who provides the International Union with a signed authorization form.

This will be accomplished by the Corporation's processing of a monthly file from the International Union containing the detail necessary for processing said deduction. The Corporation will forward the amount deducted and a corresponding data file to the International Union in the same manner as for active workers.

The trustee of the Pension Plan shall be authorized by the Board of Administration of the Pension Plan during the life of the collective bargaining agreement applicable to employees covered by this Pension Plan, to deduct such UAW V-CAP contributions and forward them to the treasurer of V-CAP.

The Company further agrees to develop and provide the UAW Accounting Department, an agreed upon file (template) containing necessary information concerning V-CAP contributions from active members on a monthly basis. Once the data is confirmed, the exact amount of money contributed would then be transmitted to V-CAP, care of the International Union, in a timely manner.

The Company and the Union have also discussed the administrative cost associated with maintaining the voluntary deduction program described above for both the active employees and retired former employees, and have estimated the cost of such administration. The Company and the Union agree that, as an element of the full package of wages and benefits described in the 2003 National Agreement, the Company shall not seek reimbursement from the Union for any of the costs associated with administering the voluntary deduction program for both active employees and retired former employees.

Very Truly Yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 29, 2007

(243) Section 53

International Union, UAW

Attention: General Holiefield

Dear Sirs:

During these negotiations, the Parties discussed at length the intent and application of Section (53) of the National Production, Maintenance and Parts Agreement - Reinstatement After Disability. Management confirmed the provisions of Section (53) will continue to be applied in a reasonable manner when an employee attempts to reinstate after a disability leave of absence. In the event an employee is not reinstated, at the request of the Union, the Company will provide the reasons therefore. Such information will be in compliance with the applicable laws of confidentiality.

Management and the Union agree that in such situations where employees are receiving Sickness and Accident benefits, the provisions of Exhibit (B-14) of the National Agreement - Partial Recovery from Disability, shall apply to determine the continuation of such benefits. Additionally, within ninety (90) days following ratification, all locations with hourly represented employees will

receive communication regarding the consistent application of Exhibit (B-14) to continue Sickness and Accident benefits when appropriate.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(244) Apprentices — Fulfillment of  
Training Requirements

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs Estrada:

The Union raised concerns regarding instances where Apprentices are unable to fulfill the required training due to specific work not being performed at their current plant location.

During these discussions, the Company indicated its intention to ensure Apprentices receive the required training to perform work in a safe manner and complete the schedule of work processes.

The parties agreed that in the event an Apprentice is unable to receive the required training at their current location, the plant will notify the FCA US LLC-UAW National Apprentice Committee. The FCA US LLC-UAW National Apprentice Committee will review the matter and determine the proper course of action. The FCA US LLC-UAW National Apprentice Committee may make arrangements to temporarily loan the Apprentice to another location, for a specified period of time, to receive such training provided the efficiency of the operation is maintained and there is no incremental cost associated with the action.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 12, 2011

(245) Manpower Movement - 66C

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

The parties discussed the Union's concerns related to the placement of newly hired employees during periods of major volume increases/decreases. Management agreed in these instances to notify the Vice President of Employee Relations and the Vice President and Director of the National Chrysler Department and will meet with the Local Union leadership to discuss manpower placement. Management will work to address placement issues identified by the Local Union, while protecting the efficiency of the operation. Disputes concerning employee placement may be referred to Corporate Union Relations and the International Union for resolution.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

December 16, 2019

(246) Alternative Work Schedules

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the need for the Company to be flexible and adaptive to rapid changes in customer demand in the market place. When implemented, Alternative Work Schedules (AWS) will allow the Company to increase competitiveness, provide greater job security for our employees, more efficiently utilize assets and improve profitability.

This letter will confirm our understanding regarding models for the 3/2/120 and Four Day Work Week Alternative Work Schedules.

It is anticipated that the 3/2/120 work patterns will require increased employment levels and will be appropriate for implementation when customer demand dictates a need for incremental production capacity. The Four Day Work Week is suitable in situations where more efficient plant operations can be realized with the additional benefit of a shorter work week for our employees.

When the UAW Vice President and Director of the National Chrysler Department and the Vice President of Employee Relations agree to implement an Alternative Work Schedule at a Company facility, the provisions of the applicable model will apply, and the Company may, with a minimum of fourteen (14) days' notice, transition between a traditional work schedule, and an Alternative Work Schedule. The UAW Vice President and Director of the National FCA Department can request a meeting with the Vice President of Employee Relations to discuss concerns regarding the ongoing business necessity for an Alternative Work Schedule and the potential for other Alternative Work Schedules.

The local parties may negotiate administrative guidelines specific to their location for the purpose of implementing the Alternative Work Schedule specific to the 3/2/120 Operating Pattern which may include discussions on the following items - four (4) day scheduled work pattern by crew, shift start times (including nonproduction time between shifts) and rotation by crew (locked vs. alternating). The parties may develop alternative plans to address unique operating issues that complement and support the base operating pattern with the written approval from both the Vice President of Employee

Relations and the Vice President and Director of the National FCA Department.

In the event an Alternative Work Schedule would affect and requires changes in the administration of other wage or benefit payment practices, the parties agree that such changes shall maintain the original intent of those practices to the extent practical, but shall not increase their cost to the Company in comparison to their application to work schedules traditionally recognized by the National Production, Maintenance and Parts Agreement. Holiday pay for the full week of holidays during the Christmas Holiday period will not exceed forty (40) straight-time hours of pay.

Local agreements affected by an Alternative Work Schedule described herein, shall be interpreted in such a manner to make them consistent with the terms of this agreement. Either party may refer specific unresolved local or unforeseen administrative issues to the International UAW FCA Department and FCA US LLC Corporate Employee Relations Department.

To accommodate the implementation of an Alternative Work Schedule, the parties agree to the application or waiver of certain provisions of the National Production, Maintenance and Parts Agreement. It is further understood that in implementing an Alternative Work Schedule, the Company does not prejudice its right to schedule and determine working hours pursuant to Section (2) of the National Production, Maintenance and Parts Agreements, or its right to determine, assign and schedule manpower to work a regular five (5) day, eight (8) hour schedule with daily overtime and weekend work.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

<b>Provision</b>	<b>3/2/120 Administration</b>
<b>Production Employees</b> <i>Monday through Sunday</i>	<ul style="list-style-type: none"> <li>• Three (3) crews, two (2) shifts working 10 hours each. Includes all non-production and non-skilled employees.</li> </ul>
<b>Production Employees</b> <i>Sunday/Holiday</i>	<ul style="list-style-type: none"> <li>• One (1) production shift may be scheduled as required.</li> </ul>
<b>Skilled Trades</b>	<ul style="list-style-type: none"> <li>• Skilled Trades Work Patterns will be selected locally</li> </ul>
<b>Relief</b>	<ul style="list-style-type: none"> <li>• Machining – employees receive 30 minutes per shift, plus 30 minutes unpaid lunch.</li> <li>• Assembly – employees receive 50 minutes per shift, plus 30 minutes unpaid lunch.</li> </ul>
<b>Wages</b>	<ul style="list-style-type: none"> <li>• Overtime Per National Agreement</li> <li>• Employees will be paid time and one – quarter on regularly scheduled Saturday shifts.</li> </ul>
<b>Holidays</b>	<ul style="list-style-type: none"> <li>• Must work qualifying day(s). Ten (10) hours straight time paid for holidays falling on a scheduled work day. Eight (8) hours straight time paid for holidays falling on a scheduled day off.</li> </ul>
<b>Bereavement</b>	<ul style="list-style-type: none"> <li>• In accordance with Section 81 of the National Agreement, Three (3) days totaling 30 straight-time hours taken in ten (10) hour segments Monday through Saturday and five (5) days converted to 40 hours taken in 10 hour segments Monday through Saturday.</li> </ul>
<b>Military Duty</b>	<ul style="list-style-type: none"> <li>• Pay up to ten (10) hours straight time for scheduled work shifts including Saturday for military training or annual encampment up to a maximum of fifteen (15) days per calendar year.</li> </ul>
<b>Jury Duty</b>	<ul style="list-style-type: none"> <li>• Pay up to ten (10) hours straight time for scheduled work shifts including Saturday in accordance with Section (82) of the National Agreement.</li> </ul>
<b>Vacation</b>	<ul style="list-style-type: none"> <li>• Per National Agreement</li> </ul>
<b>PAA</b>	<ul style="list-style-type: none"> <li>• Taken in five (5) and ten (10) hours segments.</li> </ul>

<b>Shift Premium</b>	<ul style="list-style-type: none"> <li>• Applicable premium per National Agreement</li> </ul>
<b>Benefit Payments</b>	<ul style="list-style-type: none"> <li>• Per National Agreement. Neither party to be advantaged or disadvantaged.</li> </ul>

#### FOUR DAY WORK WEEK

<b>Provision</b>	FDWW Administration
<b>Production Employees</b> <i>Monday through Thursday</i>	<ul style="list-style-type: none"> <li>• Two (2) crews, two (2) shifts working 10 hours each.</li> <li>• Includes all non-production and non-skilled employees.</li> </ul>
<b>Production Employees</b> <i>Friday</i>	<ul style="list-style-type: none"> <li>• Employees may be required to work.</li> </ul>
<b>Production Employees</b> <i>Sunday/Holiday</i>	<ul style="list-style-type: none"> <li>• Production shifts manned on voluntary basis.</li> </ul>
<b>Skilled Trades</b>	<ul style="list-style-type: none"> <li>• Skilled Trades Work Patterns will be selected locally.</li> </ul>
<b>Relief</b>	<ul style="list-style-type: none"> <li>• Per applicable agreement</li> </ul>
<b>Wages</b>	<ul style="list-style-type: none"> <li>• Overtime Per National Agreement</li> </ul>
<b>Holidays</b>	<ul style="list-style-type: none"> <li>• Must work qualifying day(s). Ten (10) hours straight time paid for holidays falling on a scheduled work day. Eight (8) hours straight time paid for holidays falling on a scheduled day off.</li> </ul>
<b>Bereavement</b>	<ul style="list-style-type: none"> <li>• Three (3) days converted to 24 hours and five (5) days converted to 40 hours. Taken in 10 hour segments Monday through Thursday except for the one four (4) hour segment in which the employee may choose to report to work for the remaining 6 hours or take it off without pay or penalty.</li> </ul>
<b>Military &amp; Jury Duty</b>	<ul style="list-style-type: none"> <li>• Pay up to ten (10) hours straight time for scheduled work shifts Monday through Thursday.</li> </ul>
<b>Vacation</b>	<ul style="list-style-type: none"> <li>• Per National Agreement</li> </ul>
<b>PAA</b>	<ul style="list-style-type: none"> <li>• Taken in five (5) and ten (10) hours segments.</li> </ul>
<b>Shift Premium</b>	<ul style="list-style-type: none"> <li>• Applicable premium per National Agreement.</li> </ul>
<b>Benefit Payments</b>	<ul style="list-style-type: none"> <li>• Per National Agreement. Neither party to be advantaged or disadvantaged.</li> </ul>

December 16, 2019

(247) Placement and Workforce Utilization

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties discussed the following procedures to address the placement of indefinitely laid off employees.

**In Labor Market Area Placement**

For In Labor Market Area Placement, job opportunities will be filled in seniority order from a combined list of laid off employees in the same Labor Market Area. For placement purposes, employees on the Labor Market Area List will be offered, in seniority order, the opportunity to volunteer for openings based on a non-revocable election made at the time of indefinite layoff. Volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined Labor Market Area List must transfer to the new location or be separated from the Company as a resignation.

Employees permanently transferred to another location may remain at the secondary location until laid off from that location unless they have a "Return Home" application on file under the terms and conditions of the Memorandum of Understanding - Return to Home Plant.

A Labor Market Area is comprised of all plants within a fifty (50) mile radius of a given plant or larger as may be agreed upon by the National Job Security, Operational Effectiveness and Sourcing Committee (National JSOES).

**Out of Labor Market Area Placement**

Employees will be offered the opportunity to volunteer for Out of Labor Market Area openings based on an election made while on indefinite layoff. Volunteers will be offered placement in seniority order. Out of Labor Market Area elections may be submitted or revoked by the employee at any time while on indefinite layoff provided, however, once the employee is identified for placement to the new location, the election may not be revoked. Volunteers shall report to work at the Out of Labor Market Area facility within fifty (50) days from the date of the placement notification letter.

Employees on indefinite layoff shall be placed into available jobs. If the number of volunteers identified is insufficient to fill available Out of Labor Market Area opportunities, job offers will be extended in accordance with the following:

Absent any volunteers, employees will be offered Out of Labor Market Area jobs in ascending order.

If an employee on indefinite layoff is extended a job offer to an Out of Labor Market Area facility, the employee must, within **fourteen (14)** days, elect one of the following options:

- 1) accept the job offer,
- 2) decline the job offer, and be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities),

If an employee accepts the job offer, the employee shall report to work at the Out of Labor Market Area facility no later than **fifty (50)** days following the **fourteen (14)** day job offer election period.

If an employee fails to respond to notification of a job offer to an Out of Labor Market Area facility or fails to elect one of the two options above, the employee shall be terminated and the employee's recall rights shall cease.

To the extent practicable, employees on indefinite layoff shall be provided early indications of potential job openings, so as to provide reasonable time for their consideration of such potential job opportunities.

Employees placed to Out of Labor Market Areas, pursuant to these provisions, are eligible for relocation in accordance with Exhibit E - Relocation Allowance or other arrangements made by the National Parties.

### **Redeployment of Skilled Trades Employees to Production Job Opportunities**

In circumstances where:

- a facility has skilled trades employees on layoff,
- non-skilled job openings exist at that facility or at one or more other facilities in the same Labor Market Area as the facility experiencing the skilled trades layoff, and

- there are no production employees on layoff at the facilities within that Labor Market Area, and there are no production volunteers for the open job opportunities

The Company will place the laid-off skilled trades employees into production jobs at any of those facilities where production openings exist.

Placement of laid-off skilled trades employees into production jobs under these circumstances shall be accomplished in seniority order regardless of whether or not they have previously held production jobs within the Company.

A skilled trades employee placed into a production job shall be paid at the appropriate skilled trades rate of pay.

Skilled trades employees placed into production jobs as above shall retain their applicable rights to return to skilled trades jobs for which they are qualified (by previously held skilled trades classifications).

Any issues relative to the implementation of these provisions will be raised with the National Job Security, Operational Effectiveness, and Sourcing Committee.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 22, 2015

(248) EAP Representative Internal Certification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

The parties agree to develop an internal UAW-Chrysler NTC EAP Certification Program to support the training, education and professionalism of the EAP Representatives. If necessary, a third party consultant, which will be jointly agreed to, may be obtained to provide

assistance with the development and/or delivery of the internal EAP Certification Program. The program development and implementation of this internal Certification Program will be funded with NTC funds approved by the Joint Activities Board.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 12, 2011

(249) Work Place Behavior

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the course of these negotiations the Parties spent considerable time discussing the importance of "respect" in the workplace in response to recent and significant changes in our facility demographics of NBU and BU employees. In an effort to ensure company policies are understood concerning workplace behavior, the Parties agree to conduct a needs assessment once every three (3) years except as otherwise agreed to by the Parties, to determine the need to provide Diversity Awareness, Sexual Harassment Prevention or Workplace Prevention training modules collectively or individually in our facilities.

Individual facility request from the LWPCPC Co-Chairs to provide any of the above mentioned training modules will be handled in a manner consistent with existing UAW-Chrysler National Training Center processes.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 12, 2011

(251) Product Quality and Job Security

International Union, UAW

Attention Mr General Holiefield

Dear Sirs:

During discussions leading to the 2011 Agreement, few topics generated the depth and intensity of discussions as did the topic of product quality. The Union asserted that product quality is the lifeblood of job security and that some members of Management behave in a manner inconsistent with WCM, such as demonstrating higher regard for production than that of the quality of the product. Management stated that it will investigate allegations of violations of quality standards and take immediate action to resolve issues that may compromise quality standards.

While it is agreed that the principle means of employee involvement and development is prescribed by the WCM operating system, the parties agree to the following additional employee participation activities with respect to product quality:

- Employee input into Standardized Work Instruction (SWI) development and workplace organization in order to ensure consistently high levels of quality and productivity,
- In full accordance with relevant confidentiality guidelines, full and timely information on facility quality goals and measures,
- Access to training on new tooling and equipment in order to achieve facility quality objectives,
- The right to initiate Andon or the new Quality Gate line stoppage sequence at one's workstation where the workstation is equipped with such quality alert system and where not so equipped, and deemed appropriate, the local parties may study the feasibility of installation of a quality alert system and if agreement cannot be reached, the matter may be brought to the attention of the appropriate Group HR Executive and the International Union counterpart.

In some cases the above activities may overlap with, but must in no event operate inconsistent with, WCM protocol.

Finally, it is the expectation of the parties that the above described additional product quality employee involvement activities are to be

applied in good faith and with full regard to efficiency of operations. Alleged abuses, or unintended consequences of implementation of these provisions will be immediately brought to the attention of the facility Human Resources Manager and Local Union President or the facility equivalents and if necessary, to the Group Human Resources Executive and the associated International UAW counterpart.

Any issues not resolved above will be resolved by the National WCM Council.

Very truly yours,  
Chrysler Group LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(252) Skilled Trades Apprenticeship Program

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In compliance with the 2019 UAW-FCA US LLC Agreement modifications, the Parties discussed the need to revise the Apprenticeship Programs to provide the necessary skill sets required to meet the future technical challenges in manufacturing. The following Apprenticeship Programs are intended to maximize the required skill balance and knowledge in each Work Group:

Electrical Work Group

- Electrician
- Welder Equipment Repair
- Industrial Controls

Mechanical Work Group

- Machine Repair
- Millwright
- Pipefitter

Tool & Die Work Group

- Tool Maker
- Die Maker

To meet the objectives of the 2019 UAW-FCA US LLC Agreement modifications, the Parties agree to meet within sixty (60) days following ratification to review and modify the Schedule of Work Processes and the Related Training Curriculum to properly represent the required training and development of apprentices.

The Apprentice Programs for classifications not affected by the Skilled Trades Rationalization initiative will remain unchanged.

Each Apprentice Agreement will be registered with the United States Department of Labor, Office of Apprenticeships. Upon graduation from the Apprentice Program, each employee will be a Journeyman in their trade (electrician, industrial controls, welder equipment repair, machine repair, millwright, pipefitter, tool maker and die maker).

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(253) Skilled Trades Classification Structure

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In 2009 the Company and the Union recognized that a consolidated skilled trades structure with two (2) skilled classifications was essential to meet the terms of the Federal Loan and Security Agreement (LSA). Implementation of this understanding resulted in the development of a joint Skilled Trades Rationalization strategy that included but was not limited to the following actions:

- The consolidation of base pay rates to the highest existing rate in the new classifications
- The joint development and implementation of a skill assessment process to determine the base knowledge of skilled trades employees and identify individual training requirements
- The joint development of both on-line and classroom training to facilitate skilled trades development in a manner consistent with World Class Manufacturing (WCM) methodology

The parties recognize the need to jointly support and set the direction for a cultural transformation from the traditional scope of work practices to one that will be considered World Class. To assist in this change the parties agree and are committed to training, benchmarking, establishing skilled trades work teams and other actions as the parties deem appropriate in order to accelerate this cultural transformation.

During 2011 Negotiations, the parties discussed the merits of additional classifications to more effectively align the skill sets of our workforce. As a result of those discussions, the parties agreed that effective with the 2011 Agreement, skilled employees were assigned to one of three (3) Work Groups and into one of five (5) classifications with no lines of demarcation existing within the respective Work Groups. Skilled employees will only be assigned to job assignments that they can safely perform.

In January, 2014, it was jointly agreed that there remained a need for additional skilled classifications. An amendment was made to the classification structure.

During 2019 Negotiations, the parties discussed effective delivery of work performed by the skilled trades workforce. Accordingly, the skilled trades classification structure was adjusted as follows:

The **Tool & Die Work Group** will consist of the following:

- Tool Maker
- CNC
- CMM
- Die Maker
- Die Welder

The **Electrical Work Group** will consist of the following: Electrician, Industrial Controls and Repairer-Welder Equipment. In manufacturing facilities, Industrial Controls classification will be implemented consistent with the operational needs and timing as

determined by the Company. Upon notice by the Company to the Union of the implementation, the local parties will work jointly to implement. If the local parties cannot resolve an implementation issue, the issue will be referred to the International UAW Skilled Trades Representative and the FCA US LLC Employee Relations Staff Skilled Trades Representative for resolution.

The **Mechanical Work Group** will consist of the following three (3) classifications:

- Machine Repair
- Millwright - to include Millwright/Welder, Sheet Metal Worker, Welder – Maintenance
- Pipefitter - to include Pipefitter-Plumber, and Pipefitter/ Spray Gun Repairer

For overtime opportunities within the Work Groups where the overtime list for one classification is exhausted, and additional employees are required, employees from the other classifications who have demonstrated proficiency to perform the available work as identified on their radar charts will be offered the overtime work in line of low hours.

The **eleven (11)** classifications, Electricians, **Industrial Controls, Repair – Welder Equipment, Pipefitters, Millwrights, Machine Repair, Tool Maker, Die Maker, Die Welder, CMM and CNC** assume responsibilities of both the rationalized and eliminated classifications and the training will be developed and implemented accordingly. The assumption of responsibilities within the **Eleven (11)** classification structure along with the elimination of all other classifications is consistent with the cost reductions that were identified in the 2009 LSA submission.

Skilled trades employees will continue to receive a multidimensional scope of training.

The following classifications are not impacted by this agreement and remain separate and distinct:

#5703 Boiler Repair, #5706 Repair - Compressor, #5905 Boiler Operator, #5920 Compressor Operator, #5927 Engineer - Steam, #5929 Energy Center Operator, #5942 - Waste Water Treatment Operator, #5654 Mechanic - Refrigeration & Air Conditioning (employees in this classification who are not associated with the Energy Center will be classified into "other mechanical" classifications groupings), #5693 Powerhouse & Maintenance, #5714 Mechanic -

Gas & Electric Jitney, #5717 Mechanic - Gas & Electric Jitney, #5718 Mechanic - Gas & Electric Jitney, #5719 Mechanic - Gas & Electric Jitney, #5721 Mechanic - Gas & Electric Jitney, #5728 Mechanic - Gas & Electric Jitney, #5759 Mechanic - Truck-Tractor and #5762 Mechanic - Diesel, #5521 - Cutter Grinder, #5777 - Sheet Metal Worker\*.

In addition, all other skilled trade classifications have been eliminated. New entrants to the Electrical, Mechanical or Tool & Die Work Groups must have eight (8) years of experience in a recognized trade or have graduated from a US Department of Labor approved apprentice program, or has experience and training similar to that required in a bona fide apprenticeship program. The Skilled trades committee person shall be afforded the opportunity to attend the interview of new entrant candidates at their respective location.

The parties recognize the intent of this classification structure is to address core work, therefore functions beyond the new scope of work (i.e., construction, high voltage projects) will be sourced to a third party and all provisions or past practices regarding contractor matching are eliminated in these cases.

Accordingly, within sixty (60) days of ratification of the 2019 Agreement, a meeting will be held by representatives of the International UAW and Corporate Employee Relations to develop a communications strategy to communicate the commitments of this letter.

See Attachment: A - Skilled Trades Classification Structure

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

## SKILLED TRADES CLASSIFICATION STRUCTURE

Electrical Work Group			Mechanical Work Group		
<b>Train Up To A Level 3 Within Work Group</b>			<b>Train Up To A Level 3 Within Work Group</b>		
<b>Electrician</b>	<b>Repairer Welder Equipment</b>	<b><u>Industrial Controls</u></b>	<b>Pipefitter</b>	<b>Millwright</b>	<b>Machine Repair</b>
Electrician	Repairer Welder Equipment <sub>4</sub>	<u>Industrial Controls</u>	Pipefitter	Millwright	Machine Repair
			Pipefitter-Plumber	Sheet Metal Worker <sub>4</sub>	
			Pipefitter/Spray Gun Repair	Millwright/Welder	
				Welder Maintenance	
<span style="font-size: 2em;">↑</span> <b>Train to Level 4 consistent with WCM Principles within specific trade.</b> <span style="font-size: 2em;">↑</span>					
<b>Eliminated / Protected Classification Alignment</b>					
<span style="font-size: 2em;">↓</span> <b>Employees remaining in these Classifications (placed prior to 1/1/12) require no additional STR Training and will not combine with any overtime Equalization Group.</b> <span style="font-size: 2em;">↓</span>					
Recording Instrument Maintenance & Repair			Repairer-Portable Pneumatic Tools	Carpenter/ Painter	
			HVAC	Carpenter	
<p><u>1 - A limited number of Die Makers may be trained up to a level four (4) in Die Welding. The Local Parties will submit recommendations to the National Parties for review and concurrence.</u></p> <p><u>2 - CMM attritional openings will be filled by candidates with a Tool Maker or Die Maker base trade.</u></p> <p><u>3 - Cutter Grinder will be a standalone classification only at DEP, ITP, KTP &amp; TEC facilities. Cutter Grinder will remain eliminated classification at all other locations.</u></p> <p><u>4 - Sheet Metal Worker remains within the Millwright classification. Former Sheet Metal Workers under the Mechanical Work Group at Sterling Stamping and Warren Stamping only will be given a one time option to return to the Sheet Metal Classification at Sterling Stamping and Warren Stamping, respectively. Employees who elect to return to Sheet Metal Classification will remain in that classification until they attrit or are indefinitely laid off. Any future openings will be filled by the Millwright classification.</u></p>				Painter & Glazier Maintenance	
				Mechanic-Trailer Repair	
				Brickmason & Cement Finisher	
				Crane Operator Locomotive	
				Furnace Repair	
<b>Stand Alone Classifications</b>					
Boiler Repair	Repair - Compressor	Compressor Operator	Engineer - Steam	Boiler Operator	

## SKILLED TRADES CLASSIFICATION STRUCTURE

Continued

Tool & Die Work Group						
Train Up To Level 3 Within Work Group						
Tool Maker	CNC	CMM <sub>2</sub>	Die Maker	Die Welder <sub>1</sub>		
Tool Maker	CNC Machining Technician	Layout Inspector	Die Maker	Welder - Tool & Die		
Tool Maker - Jig & Fixture Builder	Keller Machine Operator	Layout Metal & Wood	Die Maker - Die Cast			
		Inspector Layout & Sample Check*				
		Tool Maker - Tool & Gauge Inspection				
↑ Train to Level 4 consistent with WCM Principles within specific trade. ↑						
Eliminated / Protected Classification Alignment						
↓ Employees remaining in these Classifications (placed prior to 1/1/12) require no additional STR Training and will not combine with any overtime Equalization Group. ↓						
Tool / Fixture / Machine Repair Tech	Inspector Form Cutters			Pattern Maker - Wood		
Grinder - Cutter	Pattern Maker - Wood					
Cutter Grinder	Saw-Do-All Tool Room Only					
Inspector Gauge Surveillance	Pattern Repairer Foundry Patterns					
Grinder - Tool Room						
Tool & Cutter Grinder						
Machine Operator - Tool, Die & Maint.						
Stand Alone Classifications						
Waste Water Treatment Operator	Cutter - Grinder <sub>3</sub>	Energy Center Operator	Mechanic Diesel - Mechanic - Truck - Tractor	Mechanic - Gas & Electric Jitney	Powerhouse & Maintenance	Mechanic - Refrigeration & A/C (CTC Only)

December 16, 2019

(254) Quality Achievement Award

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company recognizes the significant contributions its UAW-represented employees have made to the improvements in product quality in support of its manufacturing and logistics initiatives. To further encourage and reward such ongoing commitment to quality, the Company has agreed to establish a Quality Achievement Award.

The Quality Achievement Award will be comprised of two components:

- a. Location specific World Class Manufacturing (WCM) Quality and Customer Safety (QCS) Pillar Audit Score and,
- b. JD Power IQS (Initial Quality Survey)

a. A Quality Achievement Award payment, based upon the location's WCM QCS Pillar Audit Score, will be made to each eligible employee in accordance with the following table:

<b>WCM QCS Pillar Audit Score</b>	<b>Quality Achievement Award Payment</b>
3 - 5	\$1,000.00

The payment amount will be determined according to the location's most recent audit score thirty (30) days prior to the payment date.

The Company will finalize the Quality Achievement Award metric definitions for non-manufacturing locations within 90 days of the effective date of the Agreement. The Company will establish respective targets in advance of each plan year.

All targets will be reviewed with UAW leadership prior to their implementation.

b. For employees at locations that achieve the JD Power IQS ranking below, an additional upside payment will be applied to their Quality Achievement Award amount according to their most recent JD Power IQS thirty (30) days prior to payment date as illustrated below:

<b>Upside Potential*</b>	
<i>Assembly</i> JD Power IQS 1st Quartile	\$250
<i>Stamping and Power Train</i>	
JD Power IQS Company Avg 1st Quartile	\$250

\*The Company will finalize the Quality Achievement Award upside potential metric definitions for non-manufacturing locations within 90 days of the effective date of the Agreement.

c. The Quality Achievement Award payable is calculated by adding the QCS Pillar Audit Score Payment and any Upside Potential Reward achieved.

The example below assumes a Maximum Quality Achievement Award amount of \$1250 :

QCS Pillar Audit Score	QCS Pillar Audit Score Paymen		Upside Potential – JD Power 1st Quartile	Quality Achievement Award Amount Payable to Employee
3 - 5	\$1000	+	\$250	\$1250

d. Quality Achievement Award payments will be made to each eligible employee in accordance with the following table:

Eligibility Date	Eligibility Year	Payment Date
October 28, 2019	October 26, 2020 through October 25, 2020	December 11, 2020
October 25, 2021	October 26, 2020 through October 24, 2021	December 10, 2021
October 24, 2022	October 25, 2021 through October 23, 2022	December 9, 2022
August 14, 2023	October 24, 2022 through August 13, 2023	September 1, 2023

Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority;
- On temporary layoff status;
- On Pre-Retirement Leave;
- On leave pursuant to Family Medical Leave Act;
- On vacation, receiving paid absence allowance, receiving bereavement pay, on jury duty;
- On an approved leave of absence which has not exceeded ninety (90) days as of the eligibility date

In addition, should the International Union, UAW-FCA Department raise any question regarding the eligibility of a specific employee, the Company agrees to meet on such cases to review the facts.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

(255) Team Member / Team Leader Classification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties reaffirmed their commitment and understanding related to the importance of a flexible Team Based Organization supported by the consolidation of classifications to Team Member and Team Leader.

The parties at the National and Local levels recognize the following elements are required and fundamental to the team based environment:

- Consistent communication and team meeting process established;
- Open position postings will be to teams and no longer to specific jobs;
- Team flexibility and rotation consistent with WCM methodology; (Except in some areas where full rotation may affect the quality and efficiency of the operations, the minimum 3x3x3 job matrix standard will be applied).
- Team metrics are established and tracked according to WCM methodology;
- Standardized work established for Team Members and Team Leaders;
- Established Team Leader Selection process and Team Leader Evaluations. Team Leaders will receive a 30 day evaluation monthly for their first four months and one additional evaluation by the end of the 1st year. Thereafter, they will be evaluated on a semi-annual basis;
- Teams actively participate in Kaizen and suggestion activities;
- Appropriate Team Leader to Team Member ratios;
- Additions to the Team Leader classification will be by application on a department basis;
- The National Parties may establish additional classifications and wage rates;
- The Local Parties may petition the National Parties regarding the establishment of additional classifications for consideration and approval;
- In the event a Team Leader voluntarily resigns from their current Team Leader position, they must wait a minimum of six (6) months active on roll period from the resignation date before they are eligible to apply for another Team Lead opening;
- The Local World Class Partnership Council (LWCPC) Co-Chairs will be notified prior to the disqualification of a Team Leader.

A Team Leader may apply for an open job posting within their classification and current department after they have held their current Team Leader position for a minimum of one (1) year on active roll. These Team Leader moves are restricted during critical periods that may adversely impact operations such as, product launch and changeover. In the event a Team Leader is selected to fill an open Team Leader position, the vacated Team Leader position is restricted to Team Member candidates posting only.

Joint Audits will be conducted twice per year at each location in order to review the status of any open team based elements and to ensure the plants maintain the intent of the team based environment during the term of the 2015 National Agreement.

Any concerns with Team Leader roles and responsibilities may be forwarded to the National Parties for resolution.

The Team Leader selection criteria will be modified to ensure the critical attributes related to leadership behaviors, WCM involvement and job skill are heavily considered. The revised Joint Team Leader Selection Training and Procedure Manual, which includes the roles and responsibilities, will be posted on the UAW-Chrysler National Training Center's website and a copy will be provided to the Joint Team Leader Selection Committee at each facility. Any changes to the aforementioned Manual will be mutually agreed upon by the National Parties.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

December 16, 2019

(256) Good Record Criteria

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company and Union discussed implementing a process that allows employees with a good record to receive two (2) excused absences in situations that would normally result in occurrences in the attendance procedure. As a result, the Company agrees to allow employees two (2) excused absences in a rolling twelve (12) month on-roll period to cover absences, provided the following conditions are met:

- Employee has a minimum of one (1) year of on-roll employment.

- Has not been issued discipline for an occurrence under the Memorandum of Understanding - Absenteeism within the last twelve (12) months of on-roll employment.
- Has had no more than two (2) sick leaves per year in the last three (3) years.
- The day of absence is not the last scheduled work day prior to, or the first scheduled work day after, a contractual holiday or scheduled layoff/shutdown.
- There was no adverse effect to production or related operations due to the collective level of unplanned absences. Work days that have historically demonstrated high absenteeism will be pre-determined at the local level (e.g. Monday after the Super Bowl, Halloween, March Madness Tournament).

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(257) PAA Utilization

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company and Union discussed implementing a process that allows employees to utilize Paid Absence Allowance (PAA) time in situations that would normally result in an occurrence in the attendance procedure. As a result, the Company agrees to allow employees to use up to forty (40) hours of their annual Paid Absence Allowance (PAA) allotment to cover an absence provided the request is made thirty (30) minutes or more prior to the start of his shift and the following conditions are met:

- The employee has annual PAA, not PAAH, available to use.
- PAA has to be taken in increments consistent with payroll practices and/or the plant work schedule.
- Employee has a minimum of one (1) year of on-roll employment.

- Has not been issued a step of disciplinary time off under the Memorandum of Understanding-Absenteeism within the previous twelve (12) months of on-roll employment.
- The PAA day is not used the last scheduled work day prior to, or the first scheduled work day after, a contractual holiday or scheduled layoff/shutdown.
- There was no adverse effect to production or related operations due to the collective level of unplanned absences. The work days that have historically demonstrated high absenteeism will be pre-determined at the local level (e.g. Monday after the Super Bowl, Halloween, March Madness Tournament).
- When an employee provides at least 24-hour advanced notice for all forty (40) hours of their annual PAA usage, the Company will grant use of one additional planned (at least twenty-four (24) hours in advance) unpaid day off within the same calendar year.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

(258) Rideshare Programs

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

The parties discussed our mutual desire to identify and communicate sustainable, alternate transportation options for our employees' awareness and consideration. Consistent with this desire, the Company has made the Union aware of the third party vanpool service which is currently supported by the Company and its information which is available on the Company's intranet site. The parties agree that it is in their mutual interest to support such programs, where available, in an effort to reduce commuter stress and expense, alleviate parking congestion, and promote fuel conservation measures.

However, it is understood and agreed that any rideshare program operates independently and is not affiliated with the Company or the Union. Thus, the Company and the Union will not have any responsibility or liability for such program.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 22, 2015

(260) Notice of Suspension

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 negotiations, the parties discussed the use of suspensions when management is contemplating the possible issuance of discipline to an employee. The Union communicated concerns associated with management suspending employees for violations that they did not deem serious enough to warrant an immediate suspension.

In recognition of the unions concerns, the parties agreed that suspensions pending further investigation should only be considered in cases involving serious standard of conduct violations.

Should an employee be suspended pending further investigation the company will advise the Union and endeavor to have a final disposition rendered in a timely manner.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(261) Progressive Discipline

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 Negotiations, the Company agreed that the maintenance of discipline should be standardized, progressive and administered impartially throughout all FCA US LLC facilities.

Accordingly, the Company agrees to abide by the progressive discipline guideline outlined in Section (39) of the P, M & P Agreement. However, it is understood that the Company has the ability to issue corrective disciplinary action including repeating prior disciplinary steps in appropriate cases.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 22, 2015

(263) Holiday Schedule Adjustments

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the Union raised concern regarding employees being required to work regularly scheduled work days on a Saturday following a Friday Holiday which inhibits employees on alternative schedules from having two (2) consecutive days off. The Company agrees to meet with the

International UAW to discuss alternatives to address these situations based upon the Contractual Holiday Schedule.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

(264) Services Provided by Walbridge

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During discussions regarding 2019 National Negotiations, the parties had extensive discussions relating to the insourcing of certain work. The parties agreed that during the term of the 2015 agreement, the Company had demonstrated extreme good faith, insourcing over four hundred (400) jobs into our locations.

The parties also discussed the rationale behind having Walbridge/DFM perform building/facilities maintenance work at the Trenton and Dundee locations. We further agreed to revisit the placement of such work with an outside supplier, and advised you that we will insource this work during the term of the 2019 Agreement.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

(267) Sunday Double Time Clarification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

This will confirm our understanding reached during these negotiations regarding Sunday double time pay. An employee is paid double time for all hours worked on a calendar Sunday per Section (87) Double Time of the National Agreement except as otherwise stated below. The parties further clarified their understanding by affirming that a third shift employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for the hours worked on Monday.

Notwithstanding the above, employees working on an Alternative Work Schedule (AWS) will be paid straight time for regularly scheduled hours worked except as otherwise provided for in the 2015 National P, M & P Agreement.

The parties recognize that this letter is not intended to circumvent existing local pay practices. In the event disputes arise regarding local pay practices, such matters may be referred to the national parties for resolution.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 22, 2015

(268) Vacation Time Off Clarification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Company and the Union agreed that employees who in accordance with Letter (69) Plant Vacation Shutdown U.S. Plants, observe a vacation shutdown, will be eligible to request additional time off without pay up to the number of hours that the employee's vacation was reduced due to the observance of the vacation shutdown. Consideration for such request shall be made on an individual basis, considering the wishes of the employee and the efficient operation of the department, provided the request does not adversely impact the vacation schedules of other employees as referred to in Section (79) Vacation Time Off.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

(270) Promotional Opportunity for Wage Groups

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties discussed at length the importance of a career path with advancement opportunities for non-skilled employees in conjunction with the establishment of wage groups. The career path will provide opportunities for non-skilled seniority employees to transfer to higher wage groups and for Supplemental Employees to become full-time employees within

their current Labor Market Area. Out of Labor Market requests for transfer will follow the process as outlined below, and are not eligible for relocation.

The parties will establish an application process for non-skilled seniority employees to express their interest in transferring to a higher wage group. Non-skilled seniority employees who have been a seniority employee in their current location for at least one (1) year may make an application to be considered for advancement opportunity. This process is not for an employee to request transfer to a different location within the same wage group.

Supplemental Employees who wish to become a full-time employee may be afforded the opportunity to transfer to full-time openings in accordance with the Memorandum of Understanding Supplemental Employees. Indefinitely laid-off seniority employees will be placed first to available openings in the Labor Market Area. Absent indefinitely laid-off seniority employees or others with contractual entitlements, such as Return to Home or closed plant, the career path is as outlined below.

Manufacturing locations with full-time openings will be staffed in the following order: (after contractual provisions have been applied)

- a) Parts Distribution Center & Axle operations full-time seniority employees
- b) Supplemental Employees in the Labor Market Area

Parts Distribution Center & Axle locations with full-time openings will be staffed in the following order: (after contractual provisions have been applied)

- a) Supplemental Employees in the Labor Market Area

Seniority employees transferring pursuant to these provisions shall rank for seniority based on the seniority date held at the former plant except employees governed by Letter 150- Kenosha Engine/ Milwaukee Parts Depot/ Toledo Assembly Chrysler Agreement will be assigned a seniority date as outlined in the aforementioned letter. Employees will be placed on available work and will not be eligible to alter the vacation schedules in effect at the time of their transfer to the new location.

It is recognized that the plant from which an employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no transferring employee will be released until a fully trained replacement is available. Consistent with these

principles, it is recognized that the rate at which employees are released from their current location may vary due to the types of jobs held, the availability of replacement personnel, product or new model launch, releasing plants staffing requirements, etc. Where circumstances permit it is expected that the transfer will be completed within thirty (30) days.

Problems relating to the implementation and administration of the above provisions may be raised by either party, and resolved by mutual agreement with the International Union, UAW and Corporate Union Relations.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(271) Shift Premium for Working Sixteen (16) Hours

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This will confirm our understandings reached during these negotiations, Section (85) of the Agreement shall be interpreted to provide that employees who work sixteen (16) or more uninterrupted hours on two consecutive shifts, shall receive a shift premium for all such worked hours based on their regularly assigned shift. This covers the following situations:

An employee who begins work before the shift the employee otherwise would work and works additional hours after such shift.

An employee who works eight (8) hours or more either before or after the shift the employee would have worked.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

International Union, UAW  
By: Cynthia Estrada

December 16, 2019

(272) Holiday Pay Eligibility Clarification

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Section (96)(c) Eligibility and the effect of an employee serving a disciplinary layoff under Section (39) Maintenance of Discipline was reviewed during the current negotiations.

This confirms our understanding that it is not the Company's intent to adversely impact an employee's eligibility for holiday pay while the employee is serving a disciplinary layoff.

Concerns related to this understanding may be discussed by a representative of the UAW- FCA Department and the Company's Employee Relations Staff.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(273) Overtime Vacation Requests

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed concern about employees not being provided the opportunity to request vacation time-off for scheduled overtime shifts.

The parties agreed that employees may request vacation time-off for scheduled overtime shifts provided the request is pre-approved by Management. It is understood that vacation time-off that is observed on scheduled overtime shifts is not to be used in the calculation for overtime purposes.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(274) Wage Rate Understanding for Certain Employees  
Covered Under M-13 Memorandum of Understanding  
- UAW-FCA US LLC Non-Skilled Employees Hired or  
Rehired on or after October 29, 2007 and Skilled Trade  
Employees Hired or Rehired on or after October 12,  
2011 and Dundee Engine Non-Skilled and Skilled Trade  
Employees Hired on or after October 12, 2011

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations, the Company acknowledged the potential pay rate discrepancy regarding certain

wage rates for employees covered under M-13 Section 1.a.i. In order to ensure that lower seniority employee wage rates do not exceed the wage rates of higher seniority employees, the following understanding was reached. Employees who are currently at a rate of \$21.00, \$22.50 or \$24.00 prior to the effective date of the 2019 Collective Bargaining Agreement will be placed at the new established wage rate for that progression step as of the effective date of the 2019 UAW-FCA US LLC Agreement as provided in the table below:

Rate Prior to Effective Date of 2019 CBA	Rate Effective 2019 CBA
\$21.00	\$23.00
\$22.50	\$24.00
\$24.00	\$25.00

Very Truly Yours,  
 FCA US LLC  
 By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
 By Cynthia Estrada

December 16, 2019

(275) Performance Award

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the current negotiations, the parties agreed to provide a Performance Award payment to each eligible employee represented by the Union in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
May 15, 2020	\$500	June 14, 2020
May 15, 2021	\$500	June 13, 2021
May 15, 2022	\$500	June 12, 2022
May 15, 2023	\$500	June 11, 2023

Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority
- On temporary layoff status
- On Family and Medical Leave Act
- On a Leave of Absence which has not exceeded ninety (90) days as of the eligibility date

In addition, should the International Union, UAW-FCA Department raise any question of equity in application regarding specific employees, the Company agrees to meet on cases in order to review the facts.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(276) Benefit Plans Representative and  
Health and Safety Representative - FCA Transport

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed continuing concern over the ability of both the Benefits Plan Representative and the Health and Safety Representative at FCA Transport, Inc. to effectively provide service to employees due to the unique problems at that location.

Therefore, in an effort to address these matters, the Company and Union have agreed that, notwithstanding the table in PM&P Letter (2) Benefits Plan Representative and the table in MOU 3 - Health and Safety Sect. V. Local Committee, these two (2) representatives will be allowed a maximum of sixteen (16) hours off the job per week without loss of pay to perform their respective functions.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(277) Understanding Re: 4 X10 Alternative Work Schedule

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the Union expressed concern specific to the 4x10 Alternative Work Schedule and the requirement that employees work multiple consecutive Fridays.

To address this concern, the Company may require employees to work Fridays; provided, however, that an employee who has worked two (2) or more consecutive Fridays may decline to work the following (third) Friday if (a) the employee so notifies his supervisor, on a form to be provided by the Company, before the end of the shift on (i) the preceding Monday or (ii) any later day of the week on which the plant notifies him that he is required to work on the Friday and (b) the employee has not been absent on any day in the week preceding such Friday.

Very Truly Yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(278) Request for Additional UAW  
Appointed Representatives

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the UAW Leadership raised concerns regarding the need for additional UAW appointed representatives within certain FCA locations. The Company advised the Union that UAW appointed positions must seek opportunities to improve the business and quality of the work experience of our employees. The parties acknowledged the Company's investment in appointed positions and the resultant expectation that these appointees engage with business in ways that drive results.

The parties agreed that in circumstances where the UAW believes there is a need to appoint additional UAW representatives or add representation hours at a particular location, the UAW Vice President and Director, FCA Department and the Vice President of Employee Relations will discuss the validity of the request and where appropriate, the requested additional appointee will be authorized.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

International Union, UAW  
By: Cynthia Estrada

December 16, 2019

(279) Additional Appointed Representatives –  
Certain Locations

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada

This will confirm our understanding reached during 2011 National Negotiations relative to increasing certain Union Representatives' time.

Notwithstanding the provisions of the National Agreement and Unpublished Letter UP-37, dated October 14, 1996 we agreed to make certain exceptions as specifically defined in this letter. In that regard, as expeditiously as reasonable, arrangements will be made to increase representation as follows:

- Kokomo Casting - Attendance Counselor shall be increased to forty (40) hours per week.

Incremental representation provided pursuant to the 1996 Agreement shall continue. That Agreement added the following:

- 1 Benefit Rep at Chrysler Technology Center (Local 412)

Should you have any questions with regard to the above, please call.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(280) Re-employed Retirees

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This letter will confirm the understanding we reached with you during the current negotiations regarding the intent of the parties with respect to the circumstances under which former employees who retire under the FCA US LLC-UAW Pension Agreement or any other applicable pension plan may subsequently be re-employed by the Company for short periods of time.

First, the Company intends to hire retirees only where such individuals possess a particular knowledge or skill which is in short supply in the labor market and where the particular knowledge and skill is required only for a limited short period of time. Second, the Company does not intend to utilize the arrangement in any situation where regular full-time seniority employees who are qualified to perform the available work are on layoff or where the work can be performed by regular employees through promotion. Third, the Company does not intend to make re-employment generally available to retired employees of the Company, nor does it intend to offer re-employment to any specific segment or category of such retired employees.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(281) Joint Transition Team - Benefits Representative

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Parties agreed that in the event of a plant closing, a Joint Transition Team will be implemented to assist in managing employee movement, transition and status changes. The Joint Transition Team shall include a UAW Benefit Representative and will remain active for up to one (1) year following the plant closing.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(282) Employment Referral Guidelines

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 national bargaining, the Union expressed concern over the processing of referrals for hourly employment consideration.

During discussions over this issue, both the Union and the Company acknowledged and expressed a continued commitment to comply with the requirements of the National Labor Relations Act, as amended, and all applicable federal and state laws. The parties also recognized FCA US LLC's unilateral right to determine its pre-employment selection criteria and guidelines.

Consistent with the above mentioned requirements, the Company assured the Union that it will continue to advise the International UAW and any appropriate UAW Local at such time as on-line applications are being accepted for employment consideration.

Additionally, the Company agreed to continue the internal referral process and discuss any modifications to the process with the International UAW as may be desired or appropriate. These referral process enhancements may include re-soliciting referrals from both the hourly and salaried bargaining unit employees. This agreement shall supersede any Local Agreements related to a referral process.

Very truly yours,  
FCA US LLC  
Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(283) Plant Idling

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company advised the Union that there are no plans to idle any plants during the life of the new Agreement. In the event economic conditions or sales decline arise that severely affect schedules at a location, Management will meet with the Union at the highest levels of each organization to review the situation and explore options and alternatives prior to considering idling as the solution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(284) Incentive Program for Retirement –  
Milwaukee PDC and Mt. Elliott Tool & Die

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties had numerous discussions during 2019 bargaining relative to the desire of long service hourly employees to be considered for an Incentive Program for Retirement (IPR). The parties agree that it is mutually beneficial to offer an Incentive Program for Retirement (IPR) to the hourly non-skilled and select skilled trades classification employees at Milwaukee PDC and the remaining skilled trades employees currently assigned to or on layoff at Mt. Elliott Tool & Die.

An Incentive Program for Retirement (IPR) cash lump sum of \$60,000 will be offered to those hired prior to October 29, 2007 who are eligible to retire at employee option as of December 31, 2019. Those retirement eligible employees must be on active payroll, on a disability leave of absence and receiving Sickness and Accident Benefits, or layoff at the time of the offering. The IPR offering will commence in the 1st Quarter of 2020. The number of acceptances granted will depend upon operating requirements. Both acceptances and retirement dates will be determined solely by the Company after discussion with the Union. It is recognized and agreed that it is of paramount importance to maintain operational efficiency and quality in the execution of these offerings.

Issues relating to the planning, implementation and administration of this understanding will be promptly addressed by the national parties.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(285) Special Programs and Placement Opportunity –  
Belvidere Assembly Plant

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties had numerous discussions during 2019 bargaining relative to the current laid off employees at the Belvidere Assembly Plant. The parties agree that it is mutually beneficial to offer an Incentive Program for Retirement (IPR) and a Voluntary Termination of Employment Program (VTEP) to hourly non-skilled seniority employees assigned to the Belvidere Assembly Plant to address and reduce the number of employees on layoff. The following programs will be offered:

- Incentive Program for Retirement (IPR) – A cash lump sum of \$60,000 will be offered to Belvidere hourly non-skilled seniority employees who were hired prior to October 29, 2007 who are eligible to retire at employee option as of December 31, 2019. Those retirement eligible employees must be on active payroll, on a disability leave of absence and receiving Sickness and Accident Benefits, or layoff at the time of the offering.

- Voluntary Termination of Employment Program (VTEP) – A cash lump sum payment based on years of seniority in accordance with the Special program #1 of Attachment A of the Memorandum of Understanding Sourcing and Job Security (M-1) will be offered to eligible Belvidere hourly non-skilled seniority employees who are on active payroll or layoff at the time of the offering.

Additionally, employees who remain on indefinite layoff will be afforded placement opportunities pursuant to Letter 247 - Placement and Workforce Utilization. Employees who are a non-volunteer and are job offered to an Out of Labor Market Area will be provided the relocation allowance options including the Modified Enhanced Relocation as provided in Exhibit E - Relocation Allowance Plan of the 2015 Agreement.

These offerings will commence in the 1st Quarter of 2020. The number of acceptances granted will depend upon operating requirements. Both acceptances and retirement/separation dates will be determined solely by the Company after discussion with the Union. It is recognized and agreed that it is of paramount importance to maintain operational efficiency and quality in the execution of these offerings.

Issues relating to the planning, implementation and administration of this understanding will be promptly addressed by the national parties.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(286) Mack Engine I - Plant Closing

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties had numerous discussions during 2019 bargaining relative to the transformation of the Mack Engine I and the former Mack Engine II Plants to the Detroit 2 Assembly Plant. The union expressed concern relative to the seniority of former Mack Engine I employees who are currently working in other FCA locations. Pursuant to PM&P Section (64) - Work Opportunity, in effect at the time of their placement, many of these individuals were placed with date of entry seniority.

As a result of our discussions, the parties have agreed to declare the Mack Engine I Plant as a closed plant for the purposes of granting seniority pursuant to M-4 Memorandum of Understanding on Plant Closings.

The parties will meet as soon as practicable after ratification to identify these individuals and direct the current locations accordingly. Any issues raised relative to this understanding or implementation will be referred to the National Parties for disposition.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(287) Hourly Special Programs

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties have had numerous discussions relative to the desire of long service hourly employees to be considered for an Incentive Program for Retirement (IPR). The parties agree that it may be mutually beneficial to develop such a special program for certain targeted locations provided, however, that operations are protected and fully qualified replacements can be identified, hired, transferred, and trained if necessary. The parties will discuss the feasibility of such offerings in the first and third year of the Agreement.

An Incentive Program for Retirement (IPR) cash lump sum of \$25K will be offered to those hired prior to October 29, 2007 who are eligible to retire at employee option at the time of any offering at the location(s) selected and identified group(s). The number of acceptances granted will depend upon operating requirements and the Company's ability to identify, hire, transfer, and/or train individuals in the respective labor markets. Both acceptances and retirement dates will be determined solely by the Company after discussion with the Union. It is recognized and agreed that it is of paramount importance to maintain operational efficiency and quality in discussing any such offerings.

Issues relating to the planning, implementation and administration of this understanding will be promptly addressed by the national parties.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(288) Military New Vehicle Purchase / Lease

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the Union's concerns regarding opportunities to find new means of positive product exposure for FCA US LLC. The Company is currently promoting a Military Bonus Consumer Cash incentive program that provides eligible consumers with a \$500 cash allowance to be applied toward the retail purchase or lease of an eligible vehicle.

Eligible consumers for this program include active military, active military reserve, retired military (honorable discharge and 20 years of service required), and retired military reserve (honorable discharge and 20 years of service required). Honorably discharged veterans are eligible within 12 months of their discharge date, 100% disabled veterans or veterans rated by the U.S. Department of Veterans Affairs as Individually Unemployable, and spouses of deceased military members who meet the eligibility criteria above are also eligible to participate. All rules and incentive eligibility are set forth by the official program rules.

The availability of the foregoing programs to the described participants is predicated on the understanding and agreement that FCA US LLC may, at any time, unilaterally modify, change or discontinue such programs and that the Company shall have no obligation to bargain concerning its decision to do so. Further, institution of such programs shall not constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms or conditions of employment.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(289) Joint UAW-FCA Sticker

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During 2019 Negotiations, the parties discussed the Union's desire for a joint UAW-FCA decal or sticker to recognize products proudly built by UAW-represented FCA employees. As a result of these discussions, the Company agreed to adopt, no later than six (6) months from the agreement date, a standardized sticker to be affixed upon vehicles produced at U.S. Assembly plants.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(290) Understanding Re: Schedule "A"  
Bargaining Unit Descriptions

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties agree to further review Schedule "A" to identify ways to make Schedule "A" more operational and efficient. Thus, while the parties have signed language for Schedule "A" in subcommittee as part of the 2019 National Negotiations, the parties acknowledge that further modifications may occur upon joint agreement and prior to the printing of the 2019 Schedule "A" contract book.

Very truly yours,  
FCA US LLC  
Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(291) Reinstatement Understanding - M-8

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company and the Union have discussed at length our shared desire that all employees report to work each day in a timely fashion as scheduled. To that end the parties have negotiated, in the Memorandum of Understanding-8 Absenteeism, a fair attendance procedure to address employees who abuse the procedure and miss work excessively. Actions taken under our negotiated attendance procedure are designed to administer fair, consistent, and progressive action to correct poor attendance. To provide employees that have been discharged in the attendance procedure a final opportunity to be considered for reinstatement the parties have agreed that pursuant to the Grievance Procedure, the parties may in certain instances, agree to reinstate former employees in accordance with their overall work record and seniority obtained at the time of the discharge. Such employees would be given consideration according to the below chart.

Minimum time off prior to reinstatement consideration:

20 or more years:	3 months
15 but < 20 years:	6 months
5 but < 15 years:	9 months
2 but < 5 years:	12 months
0 but < 2 years:	No Reinstatement

The timing for reinstatement consideration contained in this letter shall not be construed to create back pay liability for the Company.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

International Union, UAW  
By: Cynthia Estrada

December 16, 2019

(292) Clarification of Section 53 (b)

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations the parties discussed and clarified the provisions of Exhibit B, The Life, Disability and Health Care Benefits Program specifically letter (B-7) Disability Evaluation Program (DEP), and the Production, Maintenance and Parts Agreement, Section 53.

This will confirm our understanding that the examination conducted under letter (B-7) Disability Evaluation Program is final and binding on all the parties for disability benefits.

It is further agreed the employee may request an independent exam pursuant to Section 53 (b) after being found "Able" or "Able with Restrictions" on the DEP exam. This exam will be final and binding for seniority purposes.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(293) M-1 Outsourcing Make-Buy Rationale

International Union, UAW

Attention: Mrs. Cindy Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the Union expressed their concerns relative to upfront discussions regarding Make Buy Studies that may result in an outsourcing action. In response to these concerns, the Company will establish a Directional Make Buy meeting that will take place approximately thirty (30) days before the study is slated to go to the Executive Make Buy Committee. This meeting will include the International UAW, Source Planning Finance, Corporate Employee Relations, and Operations, if applicable. The topics for the discussion include:

- Rationale of proposed action.
- Scope of work discussion
- UAW Insights

If issues arise out of the meeting that cannot be resolved, the matter shall be referred to the appropriate UAW FCA Assistant Director and FCA Manager - Sourcing for review and resolution. Both parties recognize the need for continuous improvement to the Sourcing Administration process and as such this meeting can be further discussed via the Sourcing Administration manual.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(294) Sourcing & Job Security Commitment Letter

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations both parties recognized the opportunity to make modifications to the existing Memorandum of Understanding - Sourcing & Job Security (M-1) language and corresponding processes. The parties agree there is a need to improve transparency, the timely process of information sharing and overall commitment to the administration of M-1. The Union expressed their concerns to improve these issues. Accordingly, the Company reaffirms its commitment to the following meetings to address concerns.

- Product Update Meeting held bi-annually with the Vice President of Employee Relations, the Vice President of the UAW FCA Department and the Head of Advanced Concepts Engineering (ACE).
- Program Overview Meeting held approximately at Step B of the FCA vehicle development process for any new major vehicles or major redesigned vehicles.

Both parties recognize the need for continuous improvement to the Sourcing Administration process. As such, process changes corresponding to the M-1 language will be addressed in the M-1 Sourcing Administration Manual. Modifications to the sourcing process will be collaboratively discussed and jointly agreed upon prior to the changes being made. Through discussions during these negotiations, Management and Union agree to the following commitments via the Sourcing Administration process:

- Pre spend allocation amounts will be provided monthly for vehicle engineering.
- If the rationale for the work being off loaded or outsourced relates to cost, the relevant financial information associated with that sourcing action will be provided to the International UAW Sourcing Coordinator.
- Inclusion of UAW-FCA Vice President or designee in quarterly Cost Optimization Meeting.

The parties agree to review and make appropriate changes within 90 days of ratification to the M-1 Sourcing Administration Manual reconfirming our commitment to the M-1 language and processes. It is the intent that these changes should resolve the ongoing issues

related to Sourcing actions being processed prior to discussion taking place with the Bargaining Unit groups.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(295) Sourcing Financial Data

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

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

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

staff to support the local parties' understanding of the process and how they can impact sourcing decisions.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(296) Outsourcing of Janitorial Work

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the parties' 2019 national negotiations, the Company and Union discussed issues of mutual concern, including maintaining the quality of janitorial work being performed by outside vendors. Upon internal discussion and review, the Company wishes to advise the Union that during the term of the 2019 Agreement it will continue to utilize a limited number of outside vendors to perform janitorial and/or paint booth cleaning work in its facilities. The Company shall only select vendors with a demonstrated ability to perform the work required.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(297) Supplier Corporate Citizenship

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the UAW stated its interest in having the Company continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that the Company's selection of and relationship with suppliers have a significant bearing on its relationship with the Union. In this regard, the Union stressed repeatedly, the importance of the Company's use of high-quality, reliable suppliers which maintain good, fair and equitable relations with their employees.

The Company fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship -- by the Company and its suppliers -- contribute significantly to the Company's success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members.

The Company agrees that its relationship with the Union is of paramount importance to the Company's long-term success. The Company has told its suppliers and the business community in the past of the positive aspects of its relationship with the UAW and will continue to do so in the future. The Company therefore has no interest in embarking on a purchase strategy that would detract from that relationship.

Correspondingly, the Union has, from time to time, expressed to the Company its concern about certain aspects of the Company's relationship with particular suppliers in the area of quality, continuity of supply, and overall performance as a supplier including the maintenance of good relations by the supplier with its employees. The Union recognizes that the Company has expressed its views and made suggestions to its suppliers as a result of the Union's concerns, all within the bounds of applicable legal principles.

The parties recognize that instances in which these matters arise are inherently dependent upon the particular facts that are present in each situation and plan to continue to deal with these matters on a case by case basis as they have in the past, and in compliance with applicable laws.

In particular, the Company will continue to urge its suppliers to treat their employees in a good, fair and equitable manner, to provide them wages and benefits competitive within their industry, to provide a safe workplace and to avoid conduct which violates national or state labor and employment laws. In addition, the Company will, in a manner which is in compliance with applicable laws, notify suppliers of the importance the Company places on harmonious relationships between suppliers, their employees and any union that may represent them.

In addition, the Company will send the letter, in the form attached hereto ("the Letter") to an FCA supplier at the request of the International UAW.

In the event the Union is aware of any actions by FCA US LLC that are inconsistent with this letter, those issues may be raised with the Vice President of Employee Relations for the Company.

Sincerely,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

### **FORM OF LETTER TO BE SENT TO SUPPLIERS**

This letter will set forth the views of FCA US LLC with respect to unionization of employees of its suppliers. This letter is not meant to suggest or imply FCA US LLC will not do business with a supplier unless the suppliers' employees are represented by a union.

FCA US LLC recognizes that it is in the mutual interests of employers and their employees for the employer to fully respect the right of employees to seek representation by a union. FCA US LLC does not in any sense reject collective bargaining for employees of our suppliers. We do not discourage employees of our suppliers from forming or joining unions to bargain collectively with their employer.

FCA US LLC does not require, or encourage, our suppliers to resist organizing efforts by their employees.

FCA US LLC has a positive and constructive relationship with the UAW as well as the other labor organizations that represent our employees. In our experience, it has been very helpful to deal with efforts by

our employees to form or join unions in a constructive and positive manner. We respect the UAW and the UAW respects us.

FCA US LLC will certainly not take retaliatory action, such as canceling or refusing to renew contracts with suppliers based on a decision of that supplier's employees to join a labor union.

It may be appropriate for you to share this letter in its entirety with your employees so that they are accurately informed of FCA US LLC's position on this matter.

Thank you for your consideration.

cc: Director – UAW FCA Department

December 16, 2019

(298) Supplier Relations Commitment

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of the 2019 negotiations, the parties discussed sourcing opportunities for UAW represented suppliers that provide commodities to FCA US LLC (FCA). The discussions centered around the performance of all suppliers, but particularly UAW represented suppliers with a focus on quality and warranty. Through these discussions, the parties recognize that performance metrics, specifically quality and warranty, are the driving factors in selecting suppliers. To further expand the partnership with the UAW in providing opportunities for UAW represented suppliers it is critical to continuously drive quality and warranty improvements of UAW suppliers. The Company reaffirms its commitment to the Supplier Relations and Collaboration letter, dated September xx, 2011.

The Supplier Relations Collaboration creates a holistic framework for FCA and the UAW pertaining to FCA UAW suppliers, which enables the UAW to align with suppliers on common FCA supplier objectives. The Collaboration proactively engages the UAW and FCA on supplier related issues through information sharing and communication. Our commitment is to foster a culture of collaboration between Purchasing, the UAW, and suppliers which drives accountability and results. The Supplier Relations Collaboration enables the UAW to

continue to focus on strategic partnership initiatives. These initiatives include, but are not limited to the following:

- Identify and resolve supplier capacity constraints to improve throughput and facilitate future growth opportunities.
- Prompt notification to the UAW of suppliers on source hold.
- Develop corrective actions for low performing suppliers through a collaborative partnership.

Additionally, in the Quarterly Supplier Relations meetings the Union and Management will review and discuss these initiatives. Furthermore, the UAW can present their recommended actions for improvements in developing “Best” supplier performance.

In order for the UAW to build a stronger relationship with Purchasing, the Company is committed to proactively engage the UAW to participate in:

- Top level Executive supplier visits with the Head of Purchasing to recognize exceptional suppliers and suppliers with performance issues.
- Joint supplier visits with distressed suppliers who are at risk of not being eligible for new business. Management and the UAW will support and give input in the development of corrective actions focused on capacity and performance concerns.
- WCM Lite opportunities to maximize supplier quality and efficiency.

The Company is committed to expanding the partnership with the UAW in driving continuous improvement within our supply base, by providing methods and practices that lead to World Class Quality.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(299) Supplier Relations and Collaboration

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Over the years, and during the course of several rounds of negotiations, the parties have entered into several specific but often unrelated agreements involving the important area of Supplier Relations. These agreements include letters (141) Outside Supplier Quality, (148) Encouraging Suppliers to Hire Laid off Employees, (166) Access to Procurement and Supply, (301) Relationship with UAW, and (297) Supplier Corporate Citizenship. In the 2009 Addendum to the 2007 PM&P Agreement the parties entered into letter agreements relating to Distressed Supplier Meetings and Supplier Relations. More recently, and even more importantly, various positive communication activities characterized by open dialog and information sharing have developed involving Chrysler Purchasing, Chrysler Union Relations and the UAW.

Accordingly, during the 2011 negotiations, the Union suggested (i) reinforcing the above cited agreements in this supplier relations and collaboration document and (ii) expanding the current environment of collaboration leading to a more comprehensive approach to supplier relations. In order to advance the key objectives of this collaborative approach the parties have agreed to:

- provide additional insight into key sourcing opportunities involving UAW represented suppliers,
- drive improvements in overall UAW represented supplier competitiveness and
- measure performance metrics as detailed below and
- jointly encourage implementation of World Class Manufacturing with certain suppliers.

As such, subject to and in full accordance with all applicable laws, the parties hereby agree to expand their supplier relations collaboration activities on the basis of the following foundational principle, initiatives and activities:

#### **FOUNDATIONAL PRINCIPLE**

The parties recognize the importance of creating and maintaining an environment of mutual trust, respect and integrity. Such an environment will produce the transparency necessary for the free

and open exchange of relevant information. The information to be shared shall include, but not necessarily be limited to the outcomes of Requests For Quotes (RFQ's) involving UAW represented bidders.

The parties acknowledge the importance that such information is to be used appropriately and in compliance with all applicable laws. Accordingly, the UAW agrees that any information Chrysler provides to the UAW concerning a particular supplier will not be shared by the UAW with a different supplier, irrespective of whether the different supplier is also represented by the UAW.

## **INITIATIVES AND ACTIVITIES**

The parties agree to continue holding quarterly supplier relations meetings or more frequently if needed. Participants in these meetings shall include the Chrysler Senior Vice President of Purchasing, the President of the UAW, the UAW Vice President and Director of the Chrysler Department, the Chrysler Vice President of Employee Relations, and Chrysler Purchasing Directors. At least one week prior to the meeting the parties agree to provide the following information:

### **MANAGEMENT TO PROVIDE:**

- A summary list of suppliers selected for new business totaling two (2) million dollars or more in Annual Purchase Volume (APV) where a UAW represented supplier was under consideration;
- Information reflecting UAW represented facilities that have obtained the new business or lost existing business;
- An annual listing of all Chrysler suppliers doing at least two 2 million dollars APV business that includes the suppliers' Union affiliation, if any. This list shall be reviewed by the Union for accuracy of UAW union affiliation information. The Union will make corrections to the list if necessary and provide the corrected list to management one week prior to the quarterly meetings.

### **PERFORMANCE METRICS:**

- Quarter to quarter comparison of APV data broken out by Union affiliation, if any.
- Changes in the list of suppliers from whom approval to share information with the UAW has been obtained.
- Dollar value of RFQ's that were sent out since the last quarterly meeting and the percentage of that dollar value ultimately awarded to Union represented suppliers.
- Summary of External Balanced Score Card (EBSC) data for UAW represented suppliers.

**UNION TO PROVIDE:**

- Listing of current UAW represented Chrysler suppliers by commodity / part.

**PERFORMANCE METRICS:**

- A comprehensive update, if any, of UAW actions and initiatives with Chrysler suppliers and / or Chrysler supplier Local Unions;
- A detailed update, if any, that quantifies the positive effect of the provisions of the parties' agreement on supplier relations and collaboration;
- Specifically, the presentation will address quality metrics, cost competitiveness, and other topics such as conflict resolution and innovative Labor - Management cooperation initiatives if applicable.

The parties also agree to more frequent meetings between the Chrysler Purchasing Directors and UAW President representatives to discuss supplier issues pertinent to each Directors responsibilities, so long as the meetings are reasonable in number and scheduled at the convenience of the respective parties.

Additionally, the Company will provide to the Union a listing of UAW represented Chrysler suppliers on source hold so that the UAW can work pro-actively with Chrysler to develop measures to improve the suppliers' performance.

Finally, it is understood and agreed, that within the confines of all applicable law, any and all such information sharing as described above is to be kept confidential.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(300) Outsourcing Moratorium

International Union, UAW

Attention Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the Union and the Company discussed the importance of job security for its employees/members. During the term of the 2015 agreement, the Company demonstrated this commitment by investing over \$10 billion dollars and creating over 6,400 jobs in U.S. facilities, securing American UAW jobs by continuing to grow the business. Furthermore, the Company successfully insourced over 400 jobs during this same time period.

The Company shares the Union's concern regarding long term success and has worked with the Union to pursue methods, including the flawless implementation of WCM, which will improve the viability and competitiveness of our operation. The Company is committed to its partnership with the UAW in identifying competitive opportunities for this ever changing business. As such, the parties agree that FCA US LLC will maintain its manufacturing and industrial presence in the United States with the commitment of future investment opportunities in excess of \$9 billion dollars.

FCA US LLC has maintained a long history of producing cars and trucks in the United States for sale at home and abroad. To that end, the Company has committed that the following will apply to FCA US LLC UAW represented operations covered by the FCA US LLC UAW 2019 National Agreement as discussed by the parties.

1. During these negotiations, the parties identified product and process work represented by the UAW that will be retained through a moratorium on outsourcing of existing core product for the life of the 2019 National Agreement with the exception of certain exclusions as discussed by the parties. Additionally, the parties will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which either party identifies as that which might be performed competitively focusing on maximizing the optimal usage of available floor space.
2. The Company commits to insource certain specified UAW FCA US LLC represented jobs. This work will be retained for the term of the 2019 National Agreement. Additional jobs

above those already identified will be studied with the intent to insource work to UAW represented facilities if a positive business case is presented.

3. Pursuant to these discussions and provisions of the Agreement, and in conjunction with the aforementioned commitment to insource work, a moratorium on outsourcing of existing core jobs, will be implemented through the term of the 2019 National Agreement.
4. It is understood by the Union and Company that new processes and technology exist in an ever changing competitive market. To that end the sourcing committee seeks a commitment from the Company to consider the insourcing of work that was previously slated to be performed on the outside. There may be circumstances where new processes and/or technology show favorable impact in replacing older methods.
5. Any issues that arise relative to the interpretation of this Agreement or the implementation of the commitments contained herein will be discussed and resolved by the Company and International Union. The commitment expressed in this moratorium is intended to contribute significantly to our efforts to work cooperatively to provide FCA US LLC employees in the United States improved job security by responsibly growing the business.

Very truly yours,  
FCA US LLC  
Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(301) Relationship with UAW

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During current negotiations, the Union has clearly stated its view that the Company needs to relate positively to the UAW as a total institution and not just to its UAW-National FCA Department. The Union also urged the Company to understand the concerns of the entire UAW community, not just its FCA section.

In this regard, the Company acknowledged the significant contributions the Union and its members have made to FCA's past successes and the crucial role they play in its future well being. The Company likewise affirmed its intention to match those contributions with a commitment of its own to acknowledge the institutional interests of the UAW.

By way of example, concerning the large numbers of companies with which FCA does business either as a customer or supplier, or both, which are UAW represented, it was agreed that it would not be in either party's best interest to reach an agreement which discriminates against these companies or their employees.

It was also agreed that the Company will, when requested by the Union, inform companies involved in UAW organizing campaigns of the positive aspects of its relationship with the UAW and the importance to FCA of utilizing suppliers who maintain equally positive relationships with their employees. Of course, the commitments of the Company and Union in these regards will be implemented within the bounds of applicable legal principles.

If, during the course of the present agreement, there are any matters that affect the welfare and interests of the UAW as an institution, be assured that the Company will be fully receptive to having these matters brought to our attention. Your concerns are our concerns and they will receive our full and prompt attention.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(302) Sourcing Administration

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed at great length the necessity for revising and reaffirming the administration of the Memorandum of Understanding – Sourcing. The parties recognized that a revised and updated process, including clearly defined Job Security, Operational Effectiveness and Sourcing Committee (JSOES) responsibilities, is essential to the proper administration of the Memorandum.

Therefore, in an effort to address these concerns, the parties have agreed to continue to investigate the evolving vehicle development process to ensure the proper administration of the entire sourcing process; as well as the Stamping, Assembly and Powertrain notification process. The Sourcing Administration manual will be revised accordingly. Updates will be developed with the involvement of the UAW Leadership, including the Salaried Bargaining Unit, and Sourcing Representatives throughout the manual development process.

It is also agreed that concerns relative to proper administration may be raised by either party for discussion. Modifications may be made by mutual agreement between the parties during the term of the Agreement, as circumstances require. Discussion and implementation relative to the revised administration process will be undertaken as quickly as practicable following the ratification of the 2019 Agreement.

Very truly yours,  
FCA US LLC  
Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(303) Advancing Technology Usage

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the Union expressed concerns regarding utilization of new advancing technology tools deployed on the shop floor to improve operational efficiencies. The Union also cited concerns over receiving timely training to operate newly deployed technology.

The Parties agreed that continued technological progress is essential to the Company's growth and its ability to compete effectively. The Union proposed that all Skilled Trades work impacted by new technology and that either supplements designated Skilled Trades work or enhances through technological advances existing Skilled Trades designated work, will remain in the bargaining unit under the Skilled Trade class responsible for that work.

In response to this matter, the Company indicated its intention to continue to provide advance written notification to the International Union and the impacted Local Union at a location planning the introduction of advancing technology tools or equipment to provide the Skilled Trades Committeeperson, the following:

- A description of the tool or equipment being introduced
- A description of the technology involved
- The new technology's intended use
- The anticipated installation or acquisition date(s)
- A description of the extent, if any, to which such technological changes may affect the work performed by the Skilled Trades at the location affected

To confirm our understanding of these extensive discussions, the Parties agreed when new technology is deployed, as a tool in a facility to improve efficiencies, the new tool or equipment can be utilized by the appropriate skilled trade classification in which the work belongs, as required, to complete the assigned work. Utilization of the new tool or equipment will not be exclusive to any Trade, but may be used by maintenance, multiple trades or engineering providing that the user has been trained and can safely operate the tool or equipment. The local Parties shall seek to identify appropriate specialized training requirements to afford maximum opportunity for Skilled Trades to progress with utilization of advancing technology.

Advancing Technology Example:

Advancing technology such as 3D printers are becoming more popular in many aspects of manufacturing. The Company recognizes that advancing technology may impact job responsibilities and that change in the method or process of performing a work function will not serve to shift the work function from represented to non-represented employees.

For example, if a Die Maker has traditionally been responsible for producing/reproducing a detail for a die, because of the new technology advancement, a 3D printer will be used to create/recreate this detail, the Die Maker will be responsible to operate the 3D printer to manufacture such detail. However, other skilled trades classifications may also utilize the tool for their job functions as required.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(304) DTE Energy Services

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed their concern regarding situations where DTE Energy Services, a company that purchased certain powerhouse and plant assets and manages the operations with FCA US LLC employees, utilized outside contractors to perform work historically performed by the UAW skilled trades workforce without taking into consideration Letter (34) Utilization of Skilled Trades Manpower and Facilities.

In response to this matter, the Company advised the Union that the DTE Energy Services Site Supervisor will be provided training in

accordance with Letter (48) Skilled Trades Outside Contracting at the following locations and any other locations where DTE performs work:

- Indiana Transmission Plant I
- Indiana Transmission Plant II
- Detroit 2 Assembly Plant
- Sterling Heights Assembly Plant
- Sterling Stamping Plant
- Warren Truck Assembly Plant

Further, if issues arise, the matter may be referred to the respective Outside Contracting Review Team for discussion.

Very truly yours,  
FCA US LL  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(305) Outside Contracting Costing Methodology

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties recognized the critical importance of working together to continuously improve the method in which our skilled trades are efficiently utilized.

The Parties agreed that cost is only one of many considerations (skilled trades resource availability, preventative maintenance and repair priority, etc.) that determine when work is to be contracted out. Nevertheless, cost is often key to the process and the parties discussed the complicated nature of determining actual cost to the Company when reviewing and determining whether or not the Company's skilled trades workers will perform certain work.

These discussions focused on ensuring that the Company, at all locations, employ a consistent methodology in determining the

cost of skilled trades labor in order to accurately complete internal business cases when assessing whether potential work may be safely and competitively performed in-house and on the scheduled timeline. The parties agreed that the specific skilled trades cost component of any business case analysis will be based on the following:

- Straight-time cost will consist of base wages, related fringes, and monthly company held fringes.
- Overtime cost will consist of base wages, applicable fringes, and the appropriate overtime premium cost (time and a half or double-time).
- Upon request, the Company will provide the skilled trades wage rates to the local Union Committeeman.

It is understood and agreed that any business case analysis will not be limited or restricted to skilled trades cost only, but also will contain any additional costs (e.g. supervision, equipment, overhead, training, impact on other projects, etc.) and timing considerations.

Additionally, the Company agreed that the Manufacturing Engineering Manager/Facility Manager at each location will communicate future project plans with the Local Union Skilled Trades Committeeman on a regular basis. The Company will provide, upon request to the UAW Skilled Trades Committeeman, the scope of work to accurately bid on project work within the parameters and guidelines of the current agreement.

The Union advised they intend to train UAW Skilled Trades Committeemen in such cost methodologies. The Company agreed to support development of their training module and provide any necessary input.

To ensure a common understanding of this process, a single point communication describing this process will be provided to each Controller.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(306) Industrial Readiness Certificate Program (IRCP)

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2019 negotiations, the parties discussed at length the current procedure used to select candidates for the Apprenticeship Program. The parties agreed to continue the Industrial Readiness Certificate Program (IRCP) as a means of identifying candidates for the Apprenticeship Program Eligibility List. The Apprenticeship Program is an opportunity for employees who are self-motivated and whose desire is to further their career with FCA. At the same time, the program provides FCA a means to supply a new generation of highly-skilled and highly-motivated tradespersons to support FCA's future plans. Consistent with these discussions, this letter confirms the requirements for employees to participate in the IRCP for placement consideration into the Apprenticeship Program. The FCA-UAW National Apprentice Committee (FUNAC) reserves the right to change, modify, or add to the Industrial Readiness Certificate Program requirements in order to ensure the most effective and efficient procedures are utilized and maintained.

**Eligibility Requirements:**

All hourly bargaining unit full-time employees, that are interested in being considered for placement within their respective Apprenticeship Program Labor Market Area Eligibility List ("LMA Eligibility List") must first successfully complete the Industrial Readiness Certificate Program (IRCP). The IRCP is comprised of three (3) standardized instructional courses that will be offered through approved local colleges and online provider. Employees on a temporary layoff are eligible to participate in the Industrial Readiness Certificate Program in accordance with program guidelines and inclusion in the Labor Market application submission window.

**The IRCP courses are:**

- IRCP 1: Shop Arithmetic
- IRCP 2: Machine Tool Blueprint Reading
- IRCP 3: Trade Related Preparation

Each course will require successful completion with a passing grade of seventy-five percent (75%) or higher to qualify for consideration

into the Apprenticeship Program. Eligible employees are required to contact an approved college or online provider to register for the IRCP classes. Tuition Assistance Plan will apply, if applicable.

The following are approved local colleges:

- Macomb Community College
- Henry Ford College
- Owens College
- Ivy Tech College
- Rock Valley College
- Penn Foster - Online provider

**Eligibility List:**

The number of apprentices needed in a Labor Market Area for a given year is determined by the Company taking into account various factors discussed in Letter 57 of the National Production, Maintenance and Parts Agreement. The FCA-UAW National Apprentice Committee will determine when a submission window for the Apprentice Eligibility List will open.

To be eligible for placement on the respective LMA Eligibility List, an employee must successfully complete the IRCP curriculum and submit the IRCP course transcripts to the Local Plant Apprentice Committee for review and processing. The potential candidate will be required to complete an Apprentice Application form indicating his skilled trades classification preferences. The local Plant Apprentice Committee will then forward the potential candidates' apprentice application and a copy of transcripts to the FCA US LLC Corporate Apprentice Coordinator. The National Apprentice Committee will review and decide whether to approve an employee's application.

Once approved, the National Apprentice Committee will provide notification to the Local Apprentice Committee of qualifying candidates placed on the respective Labor Market's current Apprentice Eligibility List consistent with Apprenticeship Program established processes. Candidates will be ranked by declining corporate service date on the LMA Eligibility List for the specific submission window. Apprentice Eligibility List(s) will be closed out in sequential order prior to moving on to candidates from any of the succeeding windows. In circumstances where two (2) or more applicants have the same corporate service date, the applicant's CID number will be used as the tie breaker, lowest CID number being higher in ranking.

Applicants working in facilities outside the four (4) defined manufacturing Labor Market Areas (Illinois, Indiana, Michigan or

Ohio) are required to select one (1) labor market area when making application for apprenticeship consideration. Upon selection of one (1) of the aforementioned labor market areas and successful completion of the apprenticeship application process, the applicant will be placed on the LMA Eligibility List in line with his corporate service date ranking.

If employees in the Industrial Readiness Certification Program are placed on indefinite layoff, the FCA-UAW National Apprentice Committee may review each such situation and agree to allow such employee to be eligible for inclusion in a Labor Market Application process during an open submission window.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(307) Tool Allowance - Skilled Trades

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Company agrees to pay eligible seniority Skilled Trades employees a tool allowance during the term of the 2019 National Agreement. Eligible seniority Skilled Trades employees will receive two (2) \$1,000.00 payments for the purchase of tools, books and supplies. The first payment will be made on March 27, 2020 and the second payment will be made December 17, 2021.

Eligible Skilled Trades employees are defined as those who are active on roll with the Company, as of the eligibility dates, March 2, 2020 and November 22, 2021. Those who are not active, as of the eligibility dates, will be deemed eligible for payment upon their return to active status.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(308) Apprentice Forecasting and Development

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union and the Company acknowledged that skilled trades personnel provide vital maintenance and construction support to operations, and that there is a direct relationship between the effectiveness of skilled trades personnel and the success and viability of the operations they serve. Establishing new levels of competence within the apprenticeship trades through training and assessment of apprentices will permit the Union and the Company to pursue the critical objective of continuous improvement in quality, flexibility and operational effectiveness and, in turn, enhance job security.

#### *Program Size*

Consistent with these discussions and in response to present skilled trades demographics, potential future retirements, and attrition, the Company commits to retaining a viable apprentice program. It is recognized, however, that business conditions, increasing competitive pressures and the future business outlook will continue to impact the number of apprentices required to be placed on course. Nevertheless, the Company recognizes the Apprentice Program as an important source of qualified journeypersons and the fact that the program has historically been the source of the majority of journeypersons within the Company. Both parties recognize that an active, viable Apprentice Program must align with the business requirements in terms of both content and size and that it is the Company's intention to continue to utilize the Apprentice Program as a major source of future journeypersons.

Given these considerations, the parties agree to an apprentice needs forecasting methodology that will include an annual review to align apprentice needs with business requirements. In an attempt to ensure that an appropriate number of apprentices are placed on course when and where required, the national parties, business conditions permitting, will:

Use the first pay period ending in January of each year during the term of this Agreement to calculate a 50% threshold number.

This threshold number will be calculated annually at all manufacturing locations with UAW-FCA apprenticeable skilled trades classifications. This calculation will be based on the number of skilled trades on the active roll within apprenticeable skilled trades classifications at that plant on the calculation date who will be sixty-five (65) years of age or older at any point within four (4) consecutive calendar years following the calculation date. Any skilled trades person included in a prior years calculation is excluded from all subsequent year calculations. A number of apprentices equal to fifty percent (50%) of this calculation will then be placed on course in the labor market area. Notwithstanding the above formula, the parties agree that during the term of the 2019 Agreement, application of the formula shall not result in excess of 600 new apprentices. To ensure that this ceiling is not exceeded, any skilled trades person who is age sixty-three (63) or over prior to January 1, 2020 shall be excluded from each of the annual calculations. Thus, for the January 2020 calculation, the formula will be based on all apprenticeable skilled trades persons who are age sixty-one (61) or sixty-two (62) prior to January 1, 2020.

These calculations could, business conditions permitting, result in adding as many as 600 apprentices during the term of the 2019 Agreement, 200 of which would be placed to support both the Detroit II Assembly Plant (D2AP) and the new Industrial Controls Classification.

Apprentices will be added in accordance with the annual method detailed above provided that qualified candidates can be found who meet all the selection criteria. The national parties will resolve any discrepancies with the annual forecasting method. An effort will be made to manage the flow of accessions to facilitate the orderly scheduling of core skills training for new apprentices. It is understood that while the existing work force will be a major source of future apprentices, this will not limit the FCA-UAW National Apprentice Committee (FUNAC) from making adjustments based on mutually agreed upon business conditions.

It is also understood that in cases where graduating apprentices would create a surplus in that skilled trade classification at the plant,

these graduating apprentices will be recognized as journeypersons and will have the option of either being placed on indefinite layoff or be placed to work in a production classification after exercising their skilled trade seniority. These Journeypersons will be considered as if they were on layoff from the trade and will be eligible for placement pursuant to Section 64 and Letter 247.

Very truly yours,  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(309) Skilled Trades Input

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

As you are aware, the Local Joint Health and Safety Committees are involved as early as possible in the planning process in the joint review of new plant layouts, new manufacturing equipment, and major process changes, where employee health and safety may be impacted. Skilled trades personnel, as appropriate, including those trades likely to perform service and maintenance on such equipment, will provide input to the Local Joint Committee for use during the Local Joint Committee's equipment review and buyoff.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(310) Skilled Trades Alternative Work Schedules

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During 2019 Negotiations, the parties discussed the importance of Skilled Trades alternative work schedules (AWS) to meet changing customer demand, maximize the utilization of our facilities, and ensure we have the flexibility to respond quickly to market fluctuations.

Alternative work schedules allow the Company to increase competitiveness, provide greater job security for our employees, improve work-life balance and efficiently utilize assets.

The parties also recognize that alternative work schedules must be flexible enough to provide local parties the ability to implement a schedule that meets the requirements of the business, while supporting the unique operating conditions, and workforce makeup, at their facility. Consequently, there are key principles that will govern the future establishment and use of Skilled Trades alternative work schedules. These principles are as follows:

- The provisions of a Skilled Trades alternative work schedule may differ from the provisions of the National Production, Maintenance and Parts Agreement

- The parties acknowledge Skilled Trades alternative work schedules are complex. It is important all Skilled Trades employees understand the schedule they may be assigned, including all provisions associated with the schedule. Shift and crew selection will be based on seniority and fixed in accordance with Section 55 of the Production, Maintenance and Parts agreement.

- The information must be clear, concise, and accessible.

Appendix

Article 1:

I. Effective Date

This agreement shall take effect upon ratification of the 2019 UAW-FCA LLC National Agreement effective December 16, 2019.

## II. Applicability

The terms of this agreement apply to all Skilled Trades employees at all FCA US LLC facilities covered by the National Agreement. The Appendix does not establish or govern wage rates, wage rate increases, overtime equalization, compensable codes, benefits, shift premiums, or vacation eligibility. These matters are established in the respective sections of the National Agreement.

## III. Right to Establish

When considering a Skilled Trades Alternative Work Schedule (AWS) contained in this Appendix, local management will notify and discuss, the business rationale for the change with the Local UAW President and the Skilled Trades Committeeperson. If Local parties reach an agreement, the Company, Local UAW President and Skilled Trades Committeeperson will identify two alternative work patterns from this Appendix that will satisfy that location's needs. The Local UAW Skilled Trades members shall then decide which of these two alternative work options they prefer, based on a vote of the trades within the aforementioned fourteen (14) day period. In the event of a tie, the local management and local shop committee shall determine the choice. If the local parties can not reach agreement, the matter will be escalated to the UAW Vice President and Director of the UAW FCA Department, and the Vice President of Employee Relations Department for resolution.

In order to address alternative work patterns not covered in this Appendix, the Local Parties may develop alternative work schedules that are different, in order to address their unique operating issues. Local parties do not have the authority to negotiate compensation or pay rules. Prior to implementation of such a unique alternative work schedule not contained in this Appendix, approval in writing is required from the International UAW-FCA Department and FCA US LLC Corporate Employee Relations Department.

To accommodate the implementation of a Skilled Trades Alternative Work Schedule, the parties agree to the application, or waiver of, certain provisions of the National Production, Maintenance and Parts Agreements. Other than what is set forth in this letter, any such change, waiver or amendment to the National Agreements must be developed and authorized by FCA Employee Relations and the International UAW FCA Department. It is further understood that in implementing an Alternative Work Schedule, the Company does not prejudice its right to schedule and determine working hours pursuant to Section (2) of the National Production, Maintenance and Parts Agreement, or its right to determine, assign and schedule manpower to work a regular five (5) day, eight (8) hour, schedule with daily overtime and weekend work.

In the event business conditions change which might drive a determination to change operating patterns, the Local Parties shall meet to review the facts surrounding the need to modify the workforce schedule.

Article 2:

I. Four Crew, Two Shift Agreement - Two On Two Off

Schedule

The AWS shall consist of two (2) twelve (12) hour shifts seven (7) days a week, using four (4) crews of Skilled Trades employees, with each crew working a combination of either four (4) days or three (3) days per week. Two (2) crews (A and C) are assigned day shift, while the other two (2) crews (B and D) are assigned night shifts. On any given day, one (1) crew is on the day shift, one (1) crew is on the night shift, and two crews are not scheduled. The schedule runs on a four (4) week cycle.

WK	Shift	HRS/SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	CREW
WK1	DAYS	12	A	A	C	C	A	A	C	A CREW
	Nights	12	B	B	D	D	B	B	D	B CREW
WK2	DAYS	12	C	A	A	C	C	A	A	A CREW
	Nights	12	D	B	B	D	D	B	B	B CREW
WK3	DAYS	12	C	C	A	A	C	C	A	A CREW
	Nights	12	D	D	B	B	D	D	B	B CREW
WK4	DAYS	12	A	C	C	A	A	C	C	A CREW
	Nights	12	B	D	D	B	B	D	D	B CREW
WK5	DAYS	12	A	A	C	C	A	A	C	A CREW
	Nights	12	B	B	D	D	B	B	D	B CREW
WK6	DAYS	12	C	A	A	C	C	A	A	A CREW
	Nights	12	D	B	B	D	D	B	B	B CREW
WK7	DAYS	12	C	C	A	A	C	C	A	A CREW
	Nights	12	D	D	B	B	D	D	B	B CREW
WK8	DAYS	12	A	C	C	A	A	C	C	A CREW
	Nights	12	B	D	D	B	B	D	D	B CREW

Article 3:

I. Four Crew, Two Shift Agreement - 2 Off, 3 Off Alternating Pattern

Schedule

The AWS shall consist of two (2) twelve (12) hour shifts seven (7) days a week, using four (4) crews of Skilled Trades employees, with each crew working two (2) consecutive days, followed by two (2) days off, then works three (3) consecutive days, followed by two (2) days off, followed by two (2) days on and three (3) days off. Two (2) crews (A and C) are assigned day shift, while the other two (2) crews (B and D) are assigned night shifts. On any given day, one (1) crew is on the day shift, one (1) crew is on the night shift, and two crews are not scheduled. The schedule runs on a two (2) week cycle.

WK	Shift	HRS/SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	LEGEND
WK1	DAYS	12	A	A	C	C	A	A	A	A CREW
	Nights	12	B	B	D	D	B	B	B	B CREW
WK2	DAYS	12	C	C	A	A	C	C	C	A CREW
	Nights	12	D	D	B	B	D	D	D	B CREW
WK3	DAYS	12	A	A	C	C	A	A	A	A CREW
	Nights	12	B	B	D	D	B	B	B	B CREW
WK4	DAYS	12	C	C	A	A	C	C	C	A CREW
	Nights	12	D	D	B	B	D	D	D	B CREW
WK5	DAYS	12	A	A	C	C	A	A	A	A CREW
	Nights	12	B	B	D	D	B	B	B	B CREW
WK6	DAYS	12	C	C	A	A	C	C	C	A CREW
	Nights	12	D	D	B	B	D	D	D	B CREW
WK7	DAYS	12	A	A	C	C	A	A	A	A CREW
	Nights	12	B	B	D	D	B	B	B	B CREW
WK8	DAYS	12	C	C	A	A	C	C	C	A CREW
	Nights	12	D	D	B	B	D	D	D	B CREW

Article 4:

I. Four Crew, Two Shift Agreement - Four (4) On Four (4) Off

Schedule

The AWS shall consist of two (2) twelve (12) hour shifts seven (7) days a week, using four (4) crews of Skilled Trades employees, with each crew working a combination of four (4) days or three (3) days per week. Each crew works four (4) consecutive days, followed by four (4) consecutive days off. Two (2) crews (A and C) are assigned day shift, while the other two (2) crews (B and D) are assigned night shifts. On any given day, one (1) crew is on the day shift, one (1) crew is on the night shift, and two crews are not scheduled. The schedule runs on a eight (8) week cycle.

WK	Shift	HRS/SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	CREW
WK1	DAYS	12	A	A	A	A	C	C	C	C CREW
	Nights	12	B	B	B	B	D	D	D	D CREW
WK2	DAYS	12	C	A	A	A	A	C	C	C CREW
	Nights	12	D	B	B	B	B	D	D	D CREW
WK3	DAYS	12	C	C	A	A	A	A	C	C CREW
	Nights	12	D	D	B	B	B	B	D	D CREW
WK4	DAYS	12	C	C	C	A	A	A	A	A CREW
	Nights	12	D	D	D	B	B	B	B	B CREW
WK5	DAYS	12	C	C	C	C	A	A	A	A CREW
	Nights	12	D	D	D	D	B	B	B	B CREW
WK6	DAYS	12	A	C	C	C	C	A	A	A CREW
	Nights	12	B	D	D	D	D	B	B	B CREW
WK7	DAYS	12	A	A	C	C	C	C	A	A CREW
	Nights	12	B	B	D	D	D	D	B	B CREW
WK8	DAYS	12	A	A	A	C	C	C	C	A CREW
	Nights	12	B	B	B	D	D	D	D	B CREW

Article 5:

I. Four Crew, Two Shift Agreement - Seven (7) On Seven (7) Off

Schedule

The AWS shall consist of two (2) twelve (12) hour shifts seven (7) days a week, using four (4) crews of Skilled Trades employees, with each crew working a combination of four (4) days and three (3) days per week. Each crew works seven (7) consecutive days, followed by seven (7) consecutive days off. Two (2) crews (A and C) are assigned day shift, while the other two (2) crews (B and D) are assigned night shifts. On any given day, one (1) crew is on the day shift, one (1) crew is on the night shift, and two crews are not scheduled on. The schedule runs on a two (2) week cycle.

WK	Shift	HRS/SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	CREW
WK1	DAYS	12	A	A	A	A	C	C	C	A CREW
	Nights	12	B	B	B	B	D	D	D	B CREW
WK2	DAYS	12	C	C	C	C	A	A	A	A CREW
	Nights	12	D	D	D	D	B	B	B	B CREW
WK3	DAYS	12	A	A	A	A	C	C	C	A CREW
	Nights	12	B	B	B	B	D	D	D	B CREW
WK4	DAYS	12	C	C	C	C	A	A	A	A CREW
	Nights	12	D	D	D	D	B	B	B	B CREW
WK5	DAYS	12	A	A	A	A	C	C	C	A CREW
	Nights	12	B	B	B	B	D	D	D	B CREW
WK6	DAYS	12	C	C	C	C	A	A	A	A CREW
	Nights	12	D	D	D	D	B	B	B	B CREW
WK7	DAYS	12	A	A	A	A	C	C	C	A CREW
	Nights	12	B	B	B	B	D	D	D	B CREW
WK8	DAYS	12	C	C	C	C	A	A	A	A CREW
	Nights	12	D	D	D	D	B	B	B	B CREW

#### IV. Pay Practices

##### i. Overtime Premiums

- Time and one-half for all hours worked in excess of forty (40) hours in a pay period

- Double time for all hours worked on Sunday

##### ii. Holiday Pay

- Employees who are regularly scheduled on a holiday will be paid twelve (12) hours at their regular straight-time hourly rate including their shift premium but excluding overtime premium for each holiday falling on a day when they otherwise would have been scheduled to work.

- On a holiday when they would not otherwise be scheduled to work, such employees will be paid eight (8) hours at their regular straight-time hourly rate.

- All hours worked on a holiday that falls on a regular day of work will be paid at double time. In addition, up to twelve (12) straight time hours of holiday pay may be paid if eligible.

- Holiday hours are midnight to midnight.

- Holiday pay for the full week of the holidays between Christmas and New Year's will not exceed 40 straight-time hours of pay.

##### iii. Bereavement Pay

- When an employee is eligible for bereavement pay, the employee will receive bereavement pay of up to twelve (12) straight-time hours, for each regularly scheduled workday up to three (3) days for a qualifying immediate family member, or up to five (5) consecutive regularly scheduled days of work within a seven (7) day calendar day period, not to exceed forty (40) hours of pay for death of a current spouse, parent, child, stepchild, or in the case of multiple deaths of members of the employee's immediate family.

##### iv. Jury Duty and Short-Term Military Leave

- Jury duty pay and short-term military pay will be compensated on the basis of the amount of straight time wages the employee otherwise would have earned, up to twelve (12) hours per day and up to forty (40) a week less the amount of earnings received from the court, government, or military for that same period.

v. Vacation, Paid Absence Allowance (PAA)

- Paid absence allowance (PAA) will be paid based on the employee's scheduled workday (12) hours, and shall not include any overtime.

- When an employee takes a full week of vacation, the employee will be paid, and charged, forty (40) hours of vacation (at straight time rates) regardless of the employee's work schedule that week.

- If an employee takes a single day of vacation (or multiple single days of vacation in a week), the employee will be paid, and charged, twelve (12) hours of vacation (at straight time rates) for each such single day vacation.

- PAA will be paid out in increments of either four (4), eight (8), or twelve (12) straight time hours.

- The AWS schedule shall not result in any additional vacation or PAA hours above the employees normal contractual amount.

- Vacation eligibility per the National Agreement.

vi. Benefits Payments

- Per National Agreement. Neither party to be advantaged or disadvantaged.

vii. Shift Premium

- Applicable premium per National Agreement.

viii. Pay Practice Exclusion

- Notwithstanding the terms of the 2019 PMP Agreement, or any other practice, no other pay practice contained in sections 88, 89 and 101 shall be applicable to any of the AWS patterns set forth in the letter.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(311) U.S. Investment

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Over the last four years, FCA has remained steadfast in our commitment to strengthen and expand our U.S. manufacturing base by making substantial investments in our products, plants and people. We have proudly created more new UAW-represented jobs than any other OEM.

We are designing and building exceptional vehicles; our Jeep and Ram brands are attracting new customers; and our employees are embracing World Class Manufacturing as a way of life.

Since contract ratification in 2015, together we have accomplished the following:

- Added 6,400 new UAW-represented employees to our rolls
- Paid more than \$20,000 in average profit-sharing payments to UAW-represented employees
- Invested \$10 billion dollars in our U.S. operations (double the \$5.3 billion that was committed to in 2015 negotiations). Major highlights include, but are not limited to:
  - o Retooling the following plants:
    - Belvidere to produce the Jeep Cherokee
    - Toledo North to produce the next generation Jeep Wrangler
    - Sterling Heights Assembly to produce the all-new Ram 1500
    - Toledo South to produce the Jeep Gladiator
    - Additional significant investments in our Assembly, Stamping, Engine and Transmission Plants
  - o Expanding Warren Truck to produce Jeep Wagoneer and Grand Wagoneer with continued production of the RAM 1500 Classic
  - o Investing \$4.5 billion in five existing Michigan facilities
  - o Announcing the construction of a new, state-of-the-art, sustainable assembly plant in Detroit, which will have the lowest emissions of any large vehicle assembly plant in the country

- Improved the safety of our employees
  - o Drove employee injury rates – incidents and severity – to their lowest ever, surpassing industry benchmark levels
  - o Implemented a proactive approach to avoiding accidents and injuries by focusing on leading indicators
- Opened the Kokomo Medical Clinic for local employees and their dependents
- Accepted significant industry awards for multiple UAW-built products, including:
  - o Motor Trend Truck of the Year
  - o North American Truck of the Year
  - o Texas Truck and SUV of the Year
  - o JD Power APEAL Study
- Committed to launching the Manufacturing Career Academy at Southeastern High School (and Adult Career and Technical Academy) in Detroit, training students in essential industry and life skills
- Contributed collectively more than \$33 million to the United Way

We all take pride in jointly achieving these accomplishments, and growing good-paying UAW jobs, strong families, thriving communities and exceptional vehicles.

### Moving Forward: Investment and Plant Loading – 2019-2023

The following pages summarize FCA's planned future U.S. investments, totaling approximately \$9 billion across 17 facilities over the term of this Agreement, demonstrating the Company's continued commitment to the UAW and our workforce. It is expected that these investments will result in creating approximately 7,900 new UAW-represented jobs.

*Total Investment ~ \$9B linked to ~7,900 new jobs*

#### *Assembly Division*

Potential total investment of ~\$7.8B

#### Belvidere Assembly (\$55M)

- Product Allocation & Work Retention

- o Current Jeep Cherokee (KL) will continue
- o Next generation safety features added in 2020
- o Fresh models / features off of current (KL) platform

**“Detroit 2 Assembly Plant” (\$1.5B)**

- Product Allocation
  - o New 3 Row Jeep SUV in 2020
  - o Next generation Grand Cherokee (WL), including PHEV in 2021
  - o Potential workforce increase of 3,850

**Jefferson North Assembly Plant (\$3.0B)**

- Product Allocation & Work Retention
  - o Current Durango (WD) will continue
  - o Introduction of Durango (WD) mHEV in 2020
  - o Current Grand Cherokee (WK) build out in 2021
  - o Next generation Grand Cherokee (WL), including PHEV in 2021
  - o Potential workforce increase of 1,100

**Toledo North Assembly Plant (\$160M)**

**Product Allocation & Work Retention**

- Current Jeep Wrangler (JL) will continue
- Introduction of Wrangler PHEV in 2020
- Potential workforce increase of 100 related to PHEV build

**Toledo South Assembly Plant (\$120M)**

**Product Allocation & Work Retention**

- Current Jeep Gladiator (JT) will continue

**Sterling Heights Assembly Plant (\$210M)**

- Product Allocation & Work Retention
  - o Current Ram 1500 (DT) will continue
  - o New TRX launch in 2020
  - o Potential workforce increase of 200 related to new TRX

**Warren Truck Assembly Plant (\$2.8B)**

- Product Allocation & Work Retention
  - o Current RAM 1500 (DS) will continue

- o New Wagoneer / Grand Wagoneer (WS) including mHEV in 2021
- o Potential workforce increase of 1,500

#### Powertrain

Potential total investment of ~ \$615M

#### Dundee North Engine Plant (\$5M)

- Product Allocation & Work Retention
  - o World Gas 2.4L build out in 2020
  - o Late 2020 Dundee will assume all Tigershark volumes

#### Dundee South Engine Plant (\$5M)

- Product Allocation & Work Retention
  - o Newly capable of producing 3.0L & 3.2L Pentastar Classic; 3.6L Pentastar Upgrade
  - o Pentastar Upgrade 3.6L will continue

#### Trenton North Engine Plant (\$30M – North and South)

- Product Allocation & Work Retention
  - o Monitor Pentastar family & GME T4 family to determine product required to run; recently converted to Pentastar Upgrade 3.6L

#### Trenton South Engine Plant

- Product Allocation & Work Retention
  - o Recently added capability of producing 3.2L & 3.6L Pentastar Classic

#### Toledo Machining Plant (\$5M)

- Product Allocation & Work Retention
  - o Current Torque Converters will continue
  - o Steering Columns will continue
  - o New Jeep Wrangler (JL) PHEV Super-Module in 2020
  - o Potential workforce increase of 25 in 2020 related to (JL) PHEV

#### Kokomo Casting Plant (\$15M)

- Product Allocation & Work Retention

- o Manage mix as legacy products (40TES / 62TE) transition to current products (948TE / SI-EVT) through 2023
- o Adaptation of current products for next generation Grand Cherokee (WL) in 2021 and GME T4 in 2021

#### Kokomo Transmission Plant (\$15M)

- Product Allocation & Work Retention
  - o Current products
    - 4 Speed build out in 2020
    - 6 Speed FWD will continue
    - 8 Speed Assembly, 9 Speed Block Machining, SI-EVT Machining will continue
  - o Adaptation of current 8 Speed transmission for next generation Grand Cherokee (WL) in 2021

#### Indiana Transmission Plant I (\$5M)

- Product Allocation & Work Retention
  - o Current products (9 Speed, 6 Speed RWD) will continue

#### Indiana Transmission Plant II (\$450M)

- New GME T4 expansion in 2021
  - o Potential workforce increases of 120 in 2020; 920 in 2021

#### Tipton Transmission Plant (\$5M)

- Product Allocation & Work Retention
  - o Current products (9 Speed, SI-EVT) will continue

#### Central Powertrain (\$80M)

- Core electrification investments

#### Stamping

Potential total investment of ~ \$495M

#### Sterling Stamping (\$190M)

- Product Allocation & Work Retention
  - o Continue current products to support Jefferson North, Warren Truck, Belvidere, Toledo and Sterling Heights Assembly facilities

- o New stampings, dies and gauges for next generation Grand Cherokee (WL) and new Wagoneer/Grand Wagoneer (WS), both in 2021
- o Various equipment upgrades to support WS / WL launch
- o Upgrades in crane technology (safety and reliability enhancements) 2020-2021
- o Potential workforce increase of 80 related to WS / WL

#### Warren Stamping (\$305M)

- Product Allocation & Work Retention
  - o Continue current products to support Jefferson North, Warren Truck, Belvidere, Toledo and Sterling Heights Assembly facilities
  - o New stampings, dies, and gauges for next generation Grand Cherokee (WL) and new Wagoneer/Grand Wagoneer (WS), both in 2021
  - o Upgrades in crane technology (safety and reliability enhancements), including a new crane with smart technology in 2020
  - o New press in 2020
  - o New de-stacker Dec 2019
  - o State of the art component quality center in 2020

#### Belvidere Stamping

- Product Allocation & Work Retention
  - o Continue current Jeep Cherokee (KL) stampings

#### Fiat Chrysler Auto Transport (FCAT) Operations

- Estimated investment of \$600k

#### Other

- Estimated investment of \$85M
  - o Wind Tunnel Upgrade
  - o Upgrade to Electrified Powertrain development capability
  - o Upgrade chillers

The parties understand and agree that the global and North American economies and vehicle markets remain highly volatile and, as such, continue to be unpredictable. Accordingly, it is understood that the product, investment and employment level numbers set forth above are subject to approval by the FCA Group Executive Council and contingent upon consumer demand continuing to generate sustainable and profitable volumes for all of the U.S. manufacturing facilities described above.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(312) Alternative Work Patterns

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

We discussed the various work patterns the Company utilizes and their need to support Company business plans and market demand. We discussed the various patterns that we currently utilize and the conditions which drive their need and/or variability at each facility.

Please be advised that we have decided to change our plan of record for Jefferson North Assembly and for Detroit 2 Assembly. The plan of record will now provide for those two (2) facilities to launch their new models utilizing a traditional three (3) shift eight (8) hour operation. As with all plans of record, they are subject to change if business conditions dictate. We would certainly discuss those issues with the Union should that occur.

We also agreed, within six (6) months following ratification of the 2019 Agreement, to a joint review of alternative work patterns for those and other facilities throughout the Company. The Vice-President UAW FCA and the Vice President Employee Relations for FCA US LLC will determine the composition of the review team. The review team

will report its conclusions and recommendations to the International Union and Corporate Employee Relations.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(313) Mt. Elliott Tool & Die

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During our talks relative to the 2019 Collective Bargaining Agreements, the subject of Mt. Elliott Tool and Die was discussed along with our intentions going forward during the life of the Agreement.

We advised you that we have no current plans to sell or dispose of the facility at the present time. Moreover, there are ongoing studies developing alternative repurposing of the plant. As these studies become more definitive, the outcomes will be discussed with the Union.

We also informed you that it is our intent to relocate stamping presses and a mill, along with related stamping equipment to our existing stamping facilities.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

## **MEMORANDUM OF UNDERSTANDING SOURCING AND JOB SECURITY**

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

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

## **Sourcing Rationale**

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

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

## National Committee Members

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

1. Monitor the efforts of the Local Committees.
2. Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.
3. Coordinate, where applicable, the execution of Special Programs described in Attachment A as well as the movement of employees within or between Labor Market Areas. For example, where a permanent loss of jobs has occurred or is scheduled for the location, the parties may discuss the transfer of employees to other locations; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality or operating efficiency.

4. Act on requests from Local Committees to waive, modify or change National Agreement provisions when such action would result in the preservation or increase of job opportunities. Approval of such requests will be countersigned by the Vice President and Director of the FCA Department, UAW and the Vice President Employee Relations, FCA US LLC.

5. Make periodic reports to the Union and Company leadership regarding the operation of the Sourcing and Job Security Program.

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

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

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

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

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

## **Roundtable Meeting**

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

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

## **Power Train Meeting**

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

## **Stamping Meeting**

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

## **Chrysler Product Creation Process (CPCP)**

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

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

## **Product Update**

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

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

## **Program Overview Meeting**

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

## Supplier Selection Source Plan

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

All contemplated sourcing decisions which impact tooling programs, process changes, die construction, die design, tool design, stamping tooling, assembly tooling, processes, technology and design and prototype work at Assembly, Stamping, Power Train and Component manufacturing locations shall also be provided subsequent to the Program Overview. With the information provided during the Program Overview Meeting, and subsequent meetings, and as appropriate during the meeting cycle with the UAW Trades Effectiveness Representative, the UAW Sourcing Representative may provide input or alternatives to sourcing pattern(s) which coincides with the Program Overview Meeting and the Final Source Plan. If, during

these meetings, issues between the UAW Sourcing Representative and the respective Platform cannot be resolved, the matter may be referred to the UAW Assistant Director - Sourcing and Senior Manager Sourcing for review and resolution. In the event the parties are unable to resolve the matter, it may be referred to the National Sourcing Council (Council) for early resolution. The Council shall consist of the Vice President and Director of the FCA Department, UAW, Administrative Assistant(s) to the Vice President and Director of the FCA Department, UAW, Assistant Director of the FCA Department, UAW responsible for Sourcing, Senior Vice President of Manufacturing, Head of Vehicle Engineering, Senior Vice President of Company Quality and Vice President of Employee Relations, and other appropriate designates. The Council will meet to review issues brought to their attention by either party in the interest of reaching a resolution which serves the mutual goals and competitive challenges of the parties.

## **Final Source Plan**

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

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

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

### **National Sourcing Committee Meetings**

The appropriate National Committee members will meet on an as required basis as frequently as twice a month. Additionally, on an as needed basis, representatives from various functional areas may be scheduled to meet with the Committee (i.e. Manufacturing, Purchasing, etc.).

In order to facilitate these discussions, the Company will ensure that information regarding Platform sourcing is provided on a timely basis to the designated UAW Sourcing Representative for the respective platform while new or redesigned vehicles are being developed. The UAW Sourcing Representative may arrange for a meeting with the Company Representative to present their competitive in-house alternatives to Company sourcing decisions.

In addition, the Company Representative shall be responsible for advising the UAW Sourcing Representative of meetings, which may occur as frequently as twice a month, regarding Company sourcing decisions. The Company Representative will also provide notice of potential make/buy studies, along with prototype and related salaried sourcing information. With such early access to and involvement in the sourcing decision-making process, the UAW Sourcing Representative shall be able to develop an in-depth understanding of their respective Platform's sourcing patterns along with the possible impact which sourcing decisions may have on the hourly and salaried bargaining unit(s). They shall meet upon request with senior members of the Platform or other functional areas as appropriate.

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

### **Local Committee**

The Company and the Union agree that at each bargaining unit covered by this National Agreement, a Local Job Security, Operational Effectiveness and Sourcing Committee will be established to administer the Sourcing and Job Security Program. The membership of the Committee will consist of the local Plant Manager, or the Manager's designated representative, and other representatives selected by Management; the Local Union President or the Local Union President's designated representative; and the

Plant Shop Committee along with the Unit Chairs of the appropriate UAW Salaried Bargaining Units. The Local Committee will meet at least once per month. The following duties of the Local Committee will be performed jointly:

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

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

3. Participate in discussions regarding the introduction of new or advanced technology as provided in Letter (125), New Technology, contained in the National Agreement, including discussions on training and learning opportunities.

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

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

6. Coordinate appropriate local training activities.

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

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

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

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

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

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

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

### **Temporary Offloading**

When a temporary offloading action is being contemplated, the Plant Manager or his designate will provide to the President of the Local Union and/or Committeemen of the impacted area, a written notice containing the reasons under consideration for the temporary offloading at that location. The notice of the offloading action will be given as soon as practicable, consistent with the reasons such offloading becomes necessary and expected date of return. Copies of

this notice also will be provided to the UAW Assistant Director responsible for Sourcing and other National Sourcing Council members.

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

The parties understand that circumstances do arise wherein the projected return date of temporarily offloaded work legitimately requires an extension and such extension requests will be reviewed by the National Parties.

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

## **Insourcing**

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

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

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

The parties acknowledge that a commitment to job creation and preservation will require ongoing,

close cooperation. The National JSOES will support the efforts toward creating and preserving jobs by implementing the jointly agreed upon process described in the Sourcing Administration Manual. This process will operate primarily at the National level but will be structured such that it will also support the efforts of the Local JSOES Committees relative to insourcing activity.

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

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

## **Outsourcing**

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

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

If it is established that the work can be performed competitively, judged by the criteria listed earlier in the Memorandum of Understanding, Management will, barring unique and unforeseen circumstances, keep

the work in-house. The Union shall thereafter obtain any necessary approval or ratification within thirty (30) days of the decision to keep the work in-house.

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

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

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

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

The Company will not enter into a contractual relationship with a non-FCA UAW supplier until such time as the designated Management representative of

the impacted location provides written verification that the above notification procedure and discussion by the Local Committee has taken place.

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

Full implementation of the processes contained within this Memorandum should provide the parties the mechanisms to take advantage of every opportunity to use internal resources and to create jobs for all employees. Furthermore, as the parties continue to work together to preserve FCA US LLC UAW jobs, they will follow the processes contained in the Agreement regarding the outsourcing moratorium for existing core products. To that end, the National Committee will review circumstances that arise where outsourcing may be unavoidable or concerning the interpretation of the Agreement. The commitments expressed in the Memorandum are intended to contribute significantly to our cooperatively working together to provide UAW represented FCA US LLC employees in the U.S. improved job security by responsibly growing the business, wherever feasible.

### **Sourcing Financial Data**

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

as well as, the need for clarification of the Make/Buy financial business case analysis process.

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

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

**ATTACHMENT A**  
**MEMORANDUM OF UNDERSTANDING**  
**SPECIAL PROGRAMS**

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

These Options may include:

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

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

**SPECIAL PROGRAM #1  
VOLUNTARY TERMINATION OF  
EMPLOYMENT PROGRAM**

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

Description of Program Benefits

Years of Seniority as of Application Date	\$ Amount	Allocation Period (Months)
1 but less than 2	15,000	6
2 but less than 5	21,000	9
5 but less than 10	37,000	15
10 but less than 15	47,000	19
15 but less than 20	62,000	25
20 but less than 25	67,000	27
25 or more	72,000	29

The maximum gross amount of the benefit payable under this Program is \$72,000 for employees with twenty-five (25) or more years of seniority.

In no event, however, shall the amount of a VTEP payment provided under this Program exceed such amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

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

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

## **VTEP PAYMENT OFFSETS**

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

## **EFFECT OF RECEIVING VTEP PAYMENT**

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

## **SPECIAL PROGRAM #2 PENSION PROGRAM**

### **GENERAL**

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

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

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

Within six (6) months of the effective date of the Agreement each Local JSOES Committee will review with Divisional/Group Management and the International Union the overall competitiveness of the location's products and their plans indicating actions, and/or changes needed to improve quality and efficiency at their location and to stimulate job security of the existing workforce and attract new work. Such plans must then be approved by the National JSOES Committee.

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

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

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

2) procedures and plans to review past outsourcing and outside contracting decisions, and identify opportunities for insourcing and new business.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the Employee Relations Staff of the Company and the FCA Department of the Union. Such changes would be effective only at the location(s) specifically designated.

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

FCA US LLC

## **MEMORANDUM OF UNDERSTANDING ON OVERTIME U.S. PLANTS**

### **Introduction**

The parties recognize that the manufacturing operations of the Company are highly and completely integrated. An interruption at one stage of the production process, whether during the regular workday, workweek, or overtime or other, premium hours, can, and probably will, cause costly interruptions of the process at earlier and/or later stages. This Memorandum represents an accommodation between the needs of the Company and the rights of individual employees to decline overtime work on occasion for a variety of individual and personal reasons.

The parties have earnestly sought during negotiations resulting in the contract dated today, feasible steps that the Company might take in scheduling overtime work to provide employees an opportunity to accept or decline work opportunities during such periods, and have reached the following understanding which shall constitute a supplement to the National Production and Maintenance Agreement.

#### **1. Daily Overtime.**

In all plants, daily overtime hours in excess of nine (9) shall be voluntary. The Local Union and Plant Management at each plant shall, by mutual agreement, determine the minimum notice that shall be necessary in order to require an employee or employees to work the ninth hour and shall provide for exceptions to such minimum notice requirements in emergencies or situations in which it is not practical or feasible for

management to provide the agreed minimum notice (e.g., breakdowns, interruptions of electric or other essential services, delayed delivery of necessary parts or materials, or other such identifiable emergencies). If the Local Union and the Plant Management are unable to reach agreement, as hereinbefore set forth, they shall refer the matter to the International Union and Corporate Union Relations.

## **2. Saturdays.**

Employees may be required to work Saturdays; provided, however, that an employee who has worked two (2) or more consecutive Saturdays may decline to work the following (third) Saturday if (a) the employee so notifies his supervisor, on a form to be provided by the Company, before the end of the shift on (i) the preceding Monday or (ii) any later day of the week on which the plant notifies him that he is scheduled to work on the Saturday and (b) the employee has not been absent on any day in the week preceding such Saturday excluding absences for which pay is received under Sections (81), (82), (95) and (104) (e) (i). Absences excluded under (104) (e)(i) above must be approved in advance.

For the purposes of this Paragraph 2 the first Saturday immediately following the end of any Annual Automatic Exemption period in effect at a plant pursuant to Paragraph 5 of this Memorandum shall be deemed at that plant to be consecutive with the last Saturday immediately preceding the beginning of such period.

### **3. Sundays.**

Overtime work on Sunday shall be voluntary and employees may decline to work Sunday; provided that the employee who does not wish to work on Sunday shall so notify his supervisor, on a form to be provided by the Company, before the end of his shift on (i) the preceding Monday or (ii) any later day on which the plant notifies him that he is scheduled to work on the Sunday, and provided, further, the employee has not been absent on any day during the week preceding such Sunday; excluding absences for which pay is received under Sections (81), (82), (95) and (104)(e)(i) and a Saturday that the employee declined pursuant hereto. Absences excluded under (104)(e)(i) above must be approved in advance.

### **4. Critical Plants.**

A. Critical plants or parts of plants are those that are crucial to the integrated supply system of the Company and whose output is essential to meeting the scheduled production of one or more other plants or of customers, and as a result, must operate, in whole or in part, seven (7) days a week.

B. During the life of this Agreement, the Company may, from time to time, designate plants or parts of plants as critical, provided, however, that fifteen (15) days prior to making such designations, it will inform the Chrysler Department of the International Union, which will indicate its objections, if any, to a plant or plants being so designated.

C. Any plant or part thereof that the Company designates as critical shall, for a period of ninety (90) days after it is so designated, be exempt from the

provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or on Saturdays or Sundays or entitle employees to decline to work at such times. Once a plant or part thereof has been designated as critical for a period of ninety (90) days pursuant to this Memorandum that plant or part thereof may not thereafter again be so designated.

## **5. Annual Automatic Exemptions.**

A. The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays or Sundays shall be ineffective in each assembly plant (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing; provided, however, the above-mentioned provisions may be ineffective for up to two (2) additional weeks, provided the Company gives advance notice of supply or other problems which would interfere with the build-out, and (b) for the week in which it launches, i.e., after the build-out, frames the first unit of a new model, and for three (3) weeks thereafter or until the line speed reaches scheduled production, whichever is later.

B. Said provisions shall likewise be ineffective during model change time each year in plants other than vehicle assembly plants for periods to be designated by Plant Management that shall not exceed, in the aggregate, four (4) weeks. Local Union will be advised in advance of such designated periods.

## **6. Concerted Activity.**

A. Any right to decline daily overtime or Saturday or Sunday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall, in addition to subjecting him to discipline, nullify for one (1) month (not including the periods mentioned in Paragraph 5, above) his right to decline overtime.

B. The Company shall have the right to suspend for a period of two (2) weeks (not including the periods mentioned in Paragraph 5, above) as to an affected plant or part of a plant the provisions of this Memorandum of Understanding that limit or restrict its right to require employees to work daily overtime or Saturdays or Sundays, or that entitle employees to elect not to work daily overtime or on Saturdays and Sundays, in the event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturday or Sunday that they have not declined as herein provided or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a plant or department or on Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the Company's experience

under this Memorandum can reasonably lead it to expect, such evidence should be carefully considered by the Impartial Chairman in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons.- The Union shall have the right to present directly to the Appeal Board any claim that the Company has acted wrongly in suspending the provisions of this Memorandum as to employees or a plant or part thereof. If the Impartial Chairman sustains the Union's claim, the Company shall within sixty (60) days of the date of the Impartial Chairman's award, give each affected employee the right to decline work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

## **7. Emergencies.**

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays or Sundays shall be suspended in any plant whose operations are interrupted by emergency situations, such as breakdowns, part shortages, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies.

## **8. New Plants.**

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require daily overtime work or work on Saturdays and Sundays shall be ineffective at any plant the Company builds or buys and remodels for a period of one year after regular production in such plant starts.

## **9. Vehicle Assembly Plants.**

A. Whenever the Company launches a new car line or truck line at a vehicle assembly plant or assigns for assembly at such a plant a car line or truck line that is new to that plant, the provisions of the Memorandum shall be ineffective at any such plant for the period of one (1) year beginning with the start of regular production of such new car line or truck line at such plant.

B. Whenever the Company adds or restores a production shift at a vehicle assembly plant the provisions of this Memorandum shall be ineffective at such plant for a period of six (6) months thereafter.

## **10. SUB.**

Daily overtime hours or Saturday or Sunday work that an employee declines under the terms of this Memorandum of Understanding shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

## **11. General.**

A. In order to implement this Memorandum, the Company may hire temporary part-time employees for straight-time, overtime or weekend work in any plant pursuant to the provisions of the Supplemental Agreement, Temporary Part-Time Employees.

B. Nothing herein shall preclude a plant from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of said plant may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays);

provided, however, that work performed on Saturday or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance with the Chrysler Department of the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Local Union and the Plant Management.

C. Nothing in this Memorandum of Understanding shall make ineffective any local past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Local Union and the Plant Management. It is the intention of the parties to provide relief from excessive overtime while assuring the availability during overtime of the needed manpower possessing the proper skills. The Local Union in each plant shall select one of the following alternatives and will notify the Plant Management of its election in writing on or before December 1, 1985.

1. The term of this Memorandum will apply at the plant and all local past practices and agreements concerning the schedule of overtime shall be discontinued; or

2. The terms of this Memorandum will not apply at the plant and overtime arrangements will be handled in accordance with agreements and practices in effect at that plant; or

3. The terms of the Memorandum will apply in any overtime equalization group at the plant on days on which 80% or more of the employees in that group are scheduled to work overtime; but will not apply in any overtime equalization group on days on which less than 80% of the employees in that group are scheduled to work overtime, in which latter event

overtime arrangements will be handled in accordance with prior agreements and practices in the plant.

The selection of one of such alternatives by the Local Union shall be irrevocable during the term of the National Production and Maintenance Agreement. If the Local Union fails or refuses to select one of the alternatives by December 1, 1985 it will be deemed to have selected the agreements and practices presently in effect and such selection will remain unchanged during the term of the Agreement. However, exceptions may be made for proper reasons by agreement between the Chrysler Department of the International Union, UAW and the Company.

D. There shall be no strike, picketing or other concerted activity with respect to any dispute arising out of this Memorandum of Understanding.

E. This Memorandum of Understanding shall not apply to employees working on what are normally classified as seven (7) day operations. The International Union may bring to the attention of the Company any overtime problems connected with employees on such operations.

F. If the Chrysler Department of the International Union and the Company so agree the terms of this Memorandum may be suspended for a fixed period of time for any plant to which it is applicable or for any department or part of such a plant.

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

## MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

### I. Joint Commitment to Health and Safety

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

WHEREAS, no subject is of greater concern to the Company and the Union than the physical wellbeing of employees in Company facilities, and in our recent negotiations no subject received or deserved a higher priority than promoting safe and healthful working conditions in the plants and PDCs; and

WHEREAS, the parties agree that an on-going program, in which both will participate and cooperate, will aid in achieving this objective; and

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

## **II. Company Responsibilities**

The Company agrees to:

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

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

the opportunity to review and participate in such training or instruction programs and make necessary recommendations.

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

National Safety Council Publications  
Governmental Standards on Health and Safety  
Corporate Health and Safety Bulletins  
Trade Publications  
ANSI/NFPA standards  
Publications of Local Safety Councils

(d)--Provide by March 1 of each year to the health and safety professionals of the International Union's staff a copy of OSHA 300 log, and the corresponding manhours worked and incidence rate for each Plant/PDC.

### **III. National Joint Committee on Health and Safety**

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

(A) This Committee shall:

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

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

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

(d)--Develop and recommend Company guidelines for employee training.

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

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

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

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

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

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

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

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

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

(c)--We will jointly continue to enhance health and safety projects by providing direction to the LJHSC, driving standardization, streamlining, where the joint parties agree it is appropriate, and placing appropriate mechanisms in place to aid sustainment in the process.

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

## IV. Health and Safety Review Boards

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

### (A) Weekly Incident Review Board (WIRB)

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

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

The DHSRB is co-chaired by the Environment Health and Safety Division Lead and the National Joint Health and Safety Co-Leads, who are members of the NJC. A DHSRB is established in each division that has employees covered by this Agreement. The purpose of this review board is to meet and resolve health and safety issues that have not been resolved by the LWPCP.

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

and safety issues unresolved by the DHSRB will be referred to the NJC.

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

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

**V. Local Committee**

**(A) Establishment of Local Committee and Representation**

The LJHSC in each Plant/PDC will consist of one (1) representative appointed by the Plant/PDC

Management and one (1) representative appointed by the Vice-President and Director International Union, UAW FCA Department. The maximum number of hours per week in which the Union member of each LJHSC will be allowed to perform their functions shall be in accordance with the following schedule:

Number of Employees	Hours Per Week
600 or more	40
250 to 599	8
Less than 250	4

The Company agreed to provide for a Health, Safety and Ergonomics Representative in each PDC of less than 600 employees. The maximum number of hours per week in which the Health and Safety Representative will be allowed to perform their function shall be six (6). For PDC locations that have second shift/crew operations, the International Union may designate in writing one (1) employee from among those working on the second shift/crew as a Health, Safety and Ergonomic Representative to assist in concerns that may arise during the second shift/crew hours. Such representatives shall be provided appropriate training as determined by the NJC.

#### (1) Hours of Work

Adjustments to the maximum number of hours each Union member of the LJHSC will be allowed to perform their functions shall be made twice each calendar year, (1) effective the second pay period in May, based on the number of hourly employees on the active roll in the Plant/PDC on the third Wednesday of the preceding month of April, and (2) effective the second pay period in November, based on the number of hourly employees on the active roll in the

Plant/PDC on the third Wednesday of the preceding month of October. The Vice President and Director International Union, UAW FCA Department shall advise the Company Employee Relations Staff in writing of the names of the appointees and the Plant/PDC in which each is assigned. No Union member of a LJHSC shall function as such until the Company is so advised. The Union member of the LJHSC shall serve an indefinite term. The Union member will receive training as outlined hereinafter, without cost to them.

(2) Alternate Health & Safety Representative

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

(b)--Notwithstanding paragraph (a) above, the Union member of the LJHSC may be replaced by the Alternate Health and Safety Representative when the member is absent for one (1) day or more to investigate work related fatalities, serious accidents,

and, in accordance with V(C), conditions involving imminent danger when such fatalities, accidents or conditions occur during the Union member's absence. Upon provision of one week notification the Alternate Health and Safety Representative will be released to replace the Health and Safety Representative for absences of one (1) day or more. Management will consider the business conditions to determine the ability to release the alternate in emergency cases where the one (1) week notice is not provided.

When replacing the Union member of the LJHSC, the Alternate Health and Safety Representative shall be subject to all the provisions of the Agreement applicable to the Union member of the LJHSC.

### (3) Part Time Health and Safety Representative Obligations

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

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

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

#### (4) Overtime Scheduling

The Union member of the LJHSC will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in their department and when so scheduled shall not perform their function as a Union member of the LJHSC; provided, however, when three hundred (300) or more, or more than 50% of the regular hourly work force on their shift/crew in a Plant/PDC of 600 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (86) or Section (87) of the National Production and Maintenance Agreement, the Union member of the LJHSC for that Plant/PDC will also be scheduled to work and to function as Union member of the LJHSC during such hours. In addition, they shall be scheduled when new equipment and/or major process changes are being installed or tried out which may affect employee safety and one hundred (100) or more of the employees on their shift/crew are scheduled to work.

#### (5) Function Under Reduced Workforce Conditions

During a reduction in the work force in a Plant/PDC of six hundred (600) or more employees the Union member of the LJHSC shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the members shift/crew are working, except that during a reduction in force

due to model change or Plant/PDC rearrangement the member shall be permitted to perform the functions of the office when one hundred (100) or more of the employees on the member's shift/crew are working.

#### (6) Conduct

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

#### (7) Working Hours

The Union member of a LJHSC shall be assigned to the first shift/crew and subject to the provisions of Section (19) of the National Production, Maintenance and Parts Agreement.

#### (B) LJHSC Functions

The LJHSC shall:

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

(b)--Accompany Government Health and Safety inspectors, International Union Health and Safety professionals, Company Health and Safety professionals, private agency officials, and Company consultants on Plant/PDC Health and Safety inspection tours. When possible the Company will provide advance notice to the LJHSC of such visits. A copy of any related reports, including those of insurance inspectors, will be provided, upon request, to the LJHSC and the DHSRB regarding violations of applicable local, state, or federal code or standard violation(s). In Plants/PDCs of less than six hundred (600) employees, the time spent by the Union member accompanying such inspectors and professionals shall not be charged against the members weekly allotted hours.

(c)--Be informed of lost work day cases, Health and Safety hotline calls, review results of the Plant/PDC safety investigation of such accidents and upon request, review completed OSHA 301 reports or their equivalent and make any recommendations. Investigate and periodically review all work related fatalities and serious accidents, as defined in SMI-54. When SMI-54 events occur the Management member of the LJHSC will notify the Union member of the facts, and arrange upon request, for them to enter the Plant/PDC with pay to jointly investigate. The National Joint Health and Safety Co-Leads and the LJHSC will receive an electronic copy of all SMI-54s via Company email system.

(d)--Receive a copy of the Plant's/PDC's report on OSHA 300A and the Plant's/PDC's manhours worked and the incidence rate for the pertinent period.

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

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

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

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

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

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

- Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with Plant/PDC route-map objectives.
- Participation in pillar meetings, monthly WCM/WCL calls and lead WCM/WCL training on pillar tools and associated activities (with ULs, TLs & TMs).
- Work with members of management and UAW on all shifts/crews to implement pillar activities and remove barriers where applicable in a professional manner (including; JSRAs, JSRPs, Safety Captains, SMATs, & Kaizen Journals).
- Improve Pillar knowledge through kaizen and project creation, implementation and tracking of results.
- Joint development and presentation of safety material at the WCM/WCL audits.

(k)--Upon request, FCA will notify the LJHSC of significant environmental remediation projects, spills or releases that are subject to government reporting requirements. The LJHSC will forward such information to the NJC.

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

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

(C) Imminent Danger

When either member of the LJHSC has a reasonable basis for concluding that a condition

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

#### (D) Information, Equipment and Resources

##### (1) Notification of Fatalities and Serious Accidents

The Company agrees to:

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

##### (2) Safety and Industrial Hygiene Equipment

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

(b)--Where necessary, measure noise, air contaminants, and air flow with approved direct reading equipment provided by the Company as set forth hereinafter. The LJHSC shall also use, or observe the use of appropriate industrial hygiene and safety testing equipment as required where available in the Plant/PDC. The LJHSC shall be provided hands-on training on duct static pressure and face velocity

measurement using existing industrial hygiene equipment and will be familiarized with the review and interpretation of data contained in IH reports. Periodic reviews of Plant/PDC noise surveys will be completed at applicable facilities. Recirculation of air will not be permitted where employees' health and safety cannot be assured.

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

### (3) Use of Camera/Video Camera

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

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

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

#### (4) Place To Work

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

#### (5) Mortality Data

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

### **VI. Research**

The Company agrees to permit the NJC to continue to be responsible for evaluating the need for occupational safety and health research, including designating additional projects. The Company and Union agree to examine and conduct research projects on subjects that address immediate health and safety needs. The results of research conducted within Company facilities will only be used for purposes specifically authorized by the NJC. The

NJC will be responsible for prompt communication of research findings to affected employees. The NJC, where appropriate, will meet, share information and coordinate research topics with UAW-General Motors and UAW-Ford with respect to future projects.

During these negotiations, the joint parties discussed research to be funded by the National Institute of Health Care Reform (NIHCR). The NJC will convene within 90 days of ratification of the agreement to discuss work plans and define research agenda that are 100% funded by the NIHRC in the following areas:

- The U-Cal Berkley/University of North Carolina breast cancer prevention study.
- Opioid Use disorder (OUD) intervention research:
  - o University of Michigan will pilot OUD intervention programs developed by the National Institutes of Environmental Health Sciences (NIEHS).
  - o U-Cal Berkley will complete the OUD study.
- An accident prevention conference to eliminate serious injuries and fatalities (SIF).

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

## VII. Training

### (A) Training Program Design

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

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

### (B) Joint Health and Safety Training Sub-Committee

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

## (C) Training Programs

The NJC recognizes that the LJHSC at the Plants/PDCs is responsible for the completion of a training needs assessment. The needs assessment will be reviewed by the LWPC to ensure it meets the facility's health and safety training requirements. The National Joint Health and Safety Training Co-Leads will recommend at a minimum, the classes below based on the Plant/PDC needs and will make recommendations to the NJC for the appropriate resources and funding.

1. Hazard Communication
2. Asbestos
3. RCRA and SPCC Awareness training
4. Ladder Safety
5. Ergo Awareness training
6. Laser/Radiation Awareness training
7. Union Representatives and Supervisors

### Safety Training

Jointly developed training efforts completed include:

(1) general risk assessment and hazard control, (2) skilled trades, (3) non-routine use of powered material handling equipment, (4) office health and safety, (5) non-routine jobs related to power generation and distribution, (6) waste handling, (7) storage and distribution of hazardous liquids and gases, (8) Hazard Communication training, including basic refresher training, trial programs directed at chemical hazard communication, issues concerning specific manufacturing processes, (9) Skilled Trades safety training, including Electrical Safety Work Practices (Arc-Flash) NFPA 70-E for appropriate personnel, (10) Union representatives and supervisors, (11) LJHSC,

(12) and general hazard recognition.

The NJC will oversee additional programs in areas such as:

- New hire orientation, in which all new represented employees shall, prior to work assignment on the manufacturing floor, receive at a minimum, jointly developed training in Hazard Communication, Pedestrian Safety and PPE. New employees will receive additional training based on the facility health and safety training needs assessment.
- Refresher training for all employees in existing programs will be conducted within the life of the agreement;
- Annual Train-the-Trainer instruction in Health and Safety will be developed by the NJC;
- Orientation training for new Health and Safety Representatives, Alternate Health and Safety Representative and Management members of the LJHSCs is to be scheduled within 30 days of official appointment.
- Appointed Health and Safety Representative Instruction;
- Furthermore, within one year following ratification of the agreement, instruction is to be scheduled for appointed Health and Safety Representatives who have not yet received instruction;
- Annual first aid, CPR and rescue technique training for confined space rescue team members and emergency response personnel;

- Bloodborne Pathogens Awareness for Skilled Trades;
- CPR Hands Only training made available to employees with an opportunity to practice;
- Production safety awareness;
- Annual Lockout Awareness Refresher Safety Talk;
- Hazard communication for machining operations;
- Hand tools;
- Joint Health and Safety Certification Training.

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

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

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

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

#### (D) Job Specific Training

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

#### (E) Computer Training for Access to OSHA Data

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

#### (F) Health and Safety Trainer Responsibilities

WCM/WCL – The appointed UAW Health and Safety Trainer will work with the WCM Technical Environmental (ENV) Pillar at Manufacturing facilities, and the WCL Technical ENV Pillar at PDCs where implemented. The Technical Joint ENV Co-Pillar Leads shall both be responsible for the following:

- Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with Plant/PDC route-map objectives.
- Participation in pillar meetings, monthly WCM/WCL calls and lead WCM/WCL training on pillar tools and

associated activities (with ULs, TLs & TMs).

- Work with members of management and UAW on all shifts/crews to implement pillar activities and remove barriers where applicable in a professional manner (including; EMATs (Environmental Management Audit Training), identification of ENV Unsafe Acts and Conditions & Kaizen Journals).
- Improve pillar knowledge through kaizen and project creation, implementation and tracking of results.
- Joint development and presentation of environmental material at the WCM/WCL audits.

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

- A Breakdown of classes required by job classification/assignment.
- A Schedule required to complete the training.
- The frequency at which the training is required and offered.
- The status of completed training.

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

## **VIII. Ergonomics**

The parties discussed the comprehensive ergonomics program covering facilities under the National Production, Maintenance and Parts

Supplemental Agreement which had been agreed to by the Company and the UAW.

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

(A) Coordination of Activities

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

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

The NJC will make recommendations regarding resources needed to implement these activities. Quarterly, Corporate OSH and ME shall report to

the NJC, summarizing current ergonomics activities and future plans. The current composition of the Joint Health and Safety Certification Program contains adequate ergonomic curriculum to allow UAW Ergonomics Analysts and other participants to perform the functions necessary to facilitate ergonomic improvement activities at our facilities. In addition, the ergonomic focus of the current Joint Health and Safety Certification Program will be enhanced with the incorporation of existing ME ergonomic courses. Further, ergonomic courses from the UAW President's Health and Safety Department will be reviewed with the National Joint Health and Safety Training Co-Leads and Corporate Health and Safety.

#### (B) Local Ergonomics Committees

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

The parties agree to the following:

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

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

- Radar chart gap closure and to establish an on-going personal development plan implementation in accordance with Plant/PDC route-map objectives.
- Participation in pillar meetings, monthly WCM/WCL calls and lead WCM/WCL training on pillar tools and associated activities (with ULs, TLs & TMs).
- Work with members of management and UAW on all shifts/crews to implement pillar activities and remove barriers where applicable in a professional manner (including; MURI analysis, secondary ergonomic analysis & Kaizen Journals).
- Improve Pillar knowledge through kaizen and project creation, implementation and tracking of results.
- Joint development and presentation of ergonomic material at the WCM/WCL audits.

3. This individual shall be allowed to function in these activities up to forty (40) hours per week in Production and Maintenance facilities and up to

sixteen (16) hours per week for Parts Distribution Center operations.

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

- Thirty (30) per month - Production and Maintenance locations.
- Six (6) per month where WCL is implemented

5. This individual shall be responsible to perform all ergonomic risk assessments associated with the credited ergonomic fixes. Credited ergonomic fixes will be those that have, both, a complete pre and post ergonomic risk assessment.

6. This individual shall be responsible to review the Ergonomic Trend Report, OSHA 300 Injury/Illness log, the WCM first aid report and any MURI element score of 3 to identify jobs that require an assessment.

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

evidence of ergonomic risk reduction by performing a Post-ErgoPal.

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

9. This individual's responsibilities are to be reviewed by the NJC.

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

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

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

(C) Control Measures and Skilled Trades

Selection of control methods will be based on the hierarchy, which gives preference to engineering solutions over procedures and personal protective equipment. Members of the LEC will consider solutions within a combination of feasible controls such as:

- a. Re-design or re-orient parts, tools and equipment
- b. Use of mechanical devices or power tools
- c. Provide adjustable fixtures and work surfaces
- d. Job re-design

As interim measures pending engineering changes, or where engineering changes are limited in controlling risk factors, administrative controls and feasible work practices will be implemented. Administrative controls such as job sharing and job rotation will be considered. Where element(s) are added to an existing work station and an operator with physical restrictions is assigned to that workstation, the LJHSC shall review the results of the updated ErgoPAL for additional ergonomic considerations. The recommendations of the LEC shall be mutually agreed upon with the Plant/PDC Shop Chairman and the Labor Relations Supervisor or PDC Manager. Problems not resolved at the local level will be forwarded to the DHSRB for final resolution. Jobs considered potential candidates for administrative control practices will be reviewed by the health and safety trainer/ergonomic analyst to determine that the original condition will not be further aggravated. Any type of control

established should be evaluated within 30 days of its implementation to confirm its effectiveness. After three months, the symptom survey / medical visit review section and the operator / analyst input section of the Post ErgoPAL must be updated. If a problem is identified at this time, a new issue must be opened.

#### (D) Job Analysis and Time Lines

The LEC shall follow a jointly agreed standard operating procedure (SOP) for how ergonomic concerns are raised, reviewed and resolved. A jointly developed workstation element change review process that involves team leaders and affected employees, will be incorporated into the SOP. This process will require the LJHSC, the UAW Ergonomic Analyst, Industrial Engineering and WO Pillar Team to jointly review workstation changes prior to implementation. The Ergo analyst will perform a comprehensive ergonomic analysis of all job changes that present a potential concern. In addition, a good faith effort shall be made to conduct an initial job analysis, as required, within two (2) months of when a job is identified as having a potential musculoskeletal disorder (MSD) risk factor. The UAW ergonomic analyst must use the Ergonomics Database Suite to record progress with ergonomic modification efforts for the purpose of documentation and communication. In that regard, a monthly report will be required of the LEC to be forwarded to Corporate OSH and the UAW FCA Department. Each facility shall target a six (6) month time frame to implement feasible measures in accordance with LEC recommendations to control MSD risk factors. The LEC is to develop a "top five" list of the most concerning jobs requiring remediation. Factors to be considered for placing a job on the "top five" list shall include injury rates, ErgoPAL scores, lost work time rates and investment

cost paybacks. The LEC will work aggressively to find practical, feasible, economical solutions to the "top five" list. In the event that a LEC believes that a facility is not making proper technical resources from the Plant/PDC available, it should raise the issue with the LWPC. If not resolved, the matter should be referred to the DHSRB for immediate resolution. During the length of this contract each Plant/PDC will be audited jointly by the FCA OSH group and the UAW FCA Department to verify the process the LEC is following.

#### (E) Ergonomic Support Equipment

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

#### (F) Program Management

The Company will continue to support a medical management program for early detection, treatment and placement of employees with musculoskeletal disorders (MSD's).

The NJC will review periodic reports of the occurrence of cumulative trauma from all Company facilities with UAW represented employees. Problems regarding the proper functioning of the LEC may be escalated following the review board process for review and resolution.

The parties agreed that in order to strengthen our health and safety initiatives, the NJC will design and deliver combined annual Health and Safety and

Ergonomics conference to disseminate information about state-of-the-art application, to review project funding procedures and other health, safety, and ergonomic administrative matters and to share information on successful local health, safety, and ergonomics projects.

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

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

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

#### (G) Standing Support Solutions

The Company continues to replace traditional matting with a safer alternative wood composite support solution in our UAW represented Plants/PDCs. The use of wood composite support solutions will not apply to locations where not technically feasible, such as spray booth operations. Prior to the installation of alternative standing support solutions, the LJHSC will review the proposed alternatives and communicate the agreed changes to the appropriate personnel. Options for standing support solutions are defined, and installation implemented, in accordance with the jointly reviewed Guidelines for Standing Support Solutions. The LJHSC and the LWPCP can work together to determine the appropriate standing support

solution for specific applications in accordance with the Company Guidelines for Standing Support Solutions. Areas where an operator is required to stand in a static position for 80% of their job and the work area is approximately 5ft x 5ft, qualify for a comfort mat solution. The LWPCP may refer any unresolved concerns to the DHSRB for resolution and escalation to the NJC if necessary.

## **IX. Energy Lockout/Energy Control Program**

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

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

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

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

## **X. Improvement of Medical and Industrial Hygiene Services**

### **(A) Industrial Hygiene Monitoring**

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

### **(B) Consultants**

The Company reserves the right to select and hire appropriate consultants for health and safety services.

The Union will be provided Consultant(s) qualifications based on specific legitimate requests. The Union may recommend consultants for Management's consideration. Included in such recommendation should be an account of the qualifications of the consultants recommended by the Union.

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

#### (C) Medical Visit Report

The summary of Medical visits report including medical surveillance is available to the LJHSC through the Corporate OSHA recordkeeping depository.

#### (D) Air Sampling Plan

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

The LJHSC will coordinate and schedule air sampling events and advise the Plant/PDC UAW Health and Safety Trainer. The Plant/PDC UAW Health and Safety Representatives will have the right to accompany and participate in the sampling with the Company Industrial Hygienist. The UAW Health and Safety Trainers will be offered direction and specialized training jointly coordinated by Corporate Industrial Hygiene and UAW FCA Health and Safety Department,

on the use of existing direct read sampling equipment and instrumentation with emphasis on mapping oil mist and noise. All data obtained shall become the exclusive property of the Company with any interpretation, reporting, dissemination of data performed by Industrial Hygiene. Upon request from the NJC, Corporate Industrial Hygiene will review Plant/PDC air sampling plans at a scheduled NJC meeting.

#### (E) Chemical Hazards & Permissible Exposure Limits

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

#### (F) Surveys and Audits

1. The Company agrees to arrange for regular surveys and audits of each Plant/PDC by the Company's Industrial Hygiene Staff and provide special surveys and related results upon the request of either Plant/PDC management or the International Union. The Union member of the LJHSC shall be allowed to accompany health and safety specialists

whenever hired by the Company to perform the functions normally performed by the Company's Industrial Hygiene Staff. Such specialists' reports, including recommendations for the correction of identified overexposures or unsafe conditions, will be provided to the LJHSC and to the National Joint Health and Safety Co-Leads via Company email system when distributed.

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

#### (G) Full Chemical Formulas and Identity of Materials

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

#### (H) Plant/PDC Ambient Temperature

The Company will continue to maintain Plant/PDC ambient temperatures to protect against hazards associated with temperature extremes. Job tasks

that may periodically expose workers to temperature extremes will be evaluated using the JSRA process to determine appropriate safety measures, which may include the use of PPE/thermal weather clothing. Non health related temperature conditions associated with employee comfort shall be addressed by the LWPCP.

(I) Medical Services

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

(J) Medical Exams

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

(K) Employee Access to Medical Test Results

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

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

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

#### (L) Medical Operations

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

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

3. The Company agreed to provide medical staffing during production operations at all manufacturing locations when at least 300

employees are working. The Company will review joint recommendations submitted by the LWPCPC as it relates to medical service staffing and implement appropriate scheduling options that meet the needs of the facility and protect the efficiency of the operations, within approved regular hours.

4. Issues regarding the timeliness or quality of medical care, at a particular facility should be immediately addressed to the Corporate Medical Operations.

#### (M) Lactation Rooms

The Company agrees to provide an appropriate room that is private and secure for nursing mothers to express milk at non-work times during the workday in accordance with applicable law. The LWPCPC, the LJHSC and the Plant/PDC Facility Manager shall work together when establishing a location for the lactation room. At a minimum, the room shall be located outside of the Plant's/PDC's Medical Operations and shall include a table, chair, electrical outlet, a waste basket, and be properly maintained on a regular cleaning schedule. The LWPCPC may agree to locate a lactation area to a room that currently has running water.

### **XI. New Equipment Review**

The Company agrees to, as early as possible in the planning process, involve the LJHSC in the joint review of new plant layouts, new, modified and relocated manufacturing or PDC equipment and major process changes where employee health or safety may be affected. This process has led to reviews that are dependent on the complexity of the project, to provide that Plant Local Joint Committees

are involved with Manufacturing Engineering at the appropriate steps in the project build cycle. This review process will be incorporated into the new equipment specifications. The LJHSC will provide technical support, review risk assessments and consult with other subject matter experts as needed. Completing these reviews may include participating in equipment or process layout reviews. The LJHSC may be required to travel to vendors, plants or other locations to review such equipment and/or processes. The NJC will oversee development and administration of training regarding design-in-safety for the LJHSC. In addition, management will periodically review with the International Union the introduction of new technology and/or chemicals at Company locations where employee health or safety may be affected.

To ensure that health and safety issues associated with new launches and/or major Plant/PDC rearrangements are not repeated, the LWPCPC will submit to the NJC a written review of health and safety issues associated with these events.

## **XII. Preventive Maintenance**

Within two (2) weeks of the effective date of this Agreement, the Company will prepare a letter for distribution to all locations that stresses the need and importance of established preventive maintenance programs with regard to safety-related legally required regulatory, code, and standards for facility equipment including ventilation systems. An updated written program will be reviewed and signed by the LWPCPC annually and submitted to the NJC for review. Skilled trades personnel whose jobs include work on ventilation systems will be instructed in preventive maintenance of such systems.

Preventive Maintenance for process ventilation systems at Plant/PDC locations will be reviewed annually by the LJHSC and Corporate Industrial Hygiene at a WIRB Meeting.

### **XIII. Emergency Response**

Each facility shall have an effective emergency plan that addresses the facility's response to health and safety emergencies. The plan will include trained volunteers that can assist in an emergency response situation when Security Services and/or Medical has not yet arrived on scene. Security Services and/or Medical will direct all aspects of the emergency response coordination, including directing the involvement, if required, of the volunteers and involving the local Incident Management Team as necessary. Each location will select volunteers that work in major populated production areas and remote locations of the facility. A volunteer for each of these areas, will be afforded time off their job in the event of an emergency in their designated area. The areas will be determined by the LWPC and Local Security Operations at each location. Training will be provided to the appropriate level of response based on the guidelines established by Corporate Medical Operations and Corporate Security Services. In conjunction with the emergency plan, where appropriate, associated equipment will be provided to all parties.

Annually each facility shall perform an appropriate evacuation drill and provide a safety talk covering the take-shelter procedures on each shift when workers are present.

## **XIV. Refusal of Hazardous Work**

A worker who has a reasonable belief that their work assignment may result in serious physical injury or illness, may immediately notify supervision. Failing resolution, the issue may be discussed with their union representative.

Should technical consultation be necessary, the LJHSC will be notified. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with Section (23) of the Grievance Procedure.

## **XV. Working Alone**

The Company will take the appropriate precautions when an employee is required to work in an isolated area and the assignment has recognized potential hazards. The LWPC will ensure appropriate precautions including air sampling, ventilation, personal protective equipment, communication systems, personnel surveillance arrangements and, as required, adequate support personnel assigned to the area. When an employee brings to Management's attention a situation where they are reasonably concerned their safety is at risk because they are working alone, management will provide a Job Safety Risk Assessment (JSRA). If a JSRA is not available, the LJHSC will coordinate the completion of a JSRA within 5 working days. The LJHSC working with the local joint leadership, will determine if appropriate interim safety measures are required, which based on risk, may include the use of skilled trades working in the

same work group, until the JSRA has been completed. Following completion of the JSRA, each location will jointly update or develop a written Standard Operating Procedure for the job task assigned in the isolated area.

Employees shall be prohibited from working alone when troubleshooting live electrical systems 600 volts or greater. Employees handling potentially hazardous materials for non-routine activities may consult the LJHSC for specific requirements. This will not change or restrict any mutually satisfactory local practice. Problems with any of the above items, which cannot be easily resolved, shall be referred to the LJHSC for disposition.

## **XVI. Hands Out of Point of Operation**

The ultimate objective of the Company is to eliminate through engineering and process development the need for operators to expose their hands to the dies in a power press or similar equipment. Where needed, appropriate safe-guards are employed, such as hand tools, brake monitors, safety blocks, sensing devices, lock-out procedures, mechanical interlocks, guarding, and dual controls.

To ensure safe handling of material without the operator placing a hand in the hazardous location of machines and/or equipment, special hand tools when necessary, may be used for placing and removing material. Such tools will not be used in lieu of other approved guarding methods, but can only be used to supplement primary safeguarding methods. Hand tools used for this application will be assessed by the JSRA process with involvement of the LJHSC prior to implementation.

Hands out of point of operation continues to be an important Company policy and the Company has committed to provide effective training. Procedures will be developed, implemented and must be clearly understood by affected personnel. Any issues shall be raised promptly with the LJHSC.

## **XVII. Personal Protective Equipment and Safety Glasses**

The Company agrees to provide the necessary or required personal protective equipment (PPE), devices and clothing at no cost to employees and maintain an adequate supply of PPE in available sizes to accommodate employee needs.

The Company will provide prescription safety glasses to seniority employees, and to temporary employees after completing 30 days of employment, provided such employees work on a job or in an area where eye protection is a company requirement. Such employees must provide a prescription from their own doctor or optometrist. The Company will replace such glasses if damaged by a cause attributable to the employee's employment or if the employee presents a new and different prescription from their doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

Where required and in accordance with the Company Pedestrian Safety Policy (SMI-161), the Company will make high visibility vests available. As an alternative seasonal option, the LWPCP may approve that employees required to wear high visibility PPE will be allowed to purchase Corporate OSH approved high visibility apparel.

Annually, the Company will review and update the corporate approved PPE listing and provide a copy to the NJC.

## **XVIII. Powered Industrial Vehicles and Pedestrian Safety**

The parties agreed to continue current practices regarding powered industrial vehicles (PIV). Company personnel operating powered industrial trucks and aerial devices will adhere to Company Policies including Powered Industrial Trucks (SMI-124) - Operator Selection, Training, Licensing, and Precautions, and Industrial Truck Preventive Maintenance Program (MHEP-204). Contractors operating industrial trucks and aerial devices at Company locations will adhere to the Contractor Safety Manual (SMI-163). Within twelve (12) months of the effective date of this Agreement, the NJC will review Company Guidelines for Pedestrian Safety and explore new methods to improve jointly developed programs including improved operator visibility in these areas.

The PIV subcommittee at applicable locations shall consist of the LJHSC, the Labor Supervisor or PDC Manager, a Material Control Supervisor, a Steward representing the Material Control team members, and the UAW Health and Safety Trainer. The subcommittee shall review and report Plant/PDC performance of the PIV process to the WIRB on a monthly basis. Company locations will also adhere to Company Guidelines for Pedestrian Safety (SMI-161), to ensure all pedestrians are provided a safe work environment while working around PIV's. The Company PIV policy and Pedestrian Safety Guidelines will be reviewed annually by the NJC to ensure program elements provide effective PIV/ Pedestrian safety measures.

## **XIX. Inspections and Grievances**

The Chief Steward in each district of a Plant/PDC, and/or the appropriate member of the Plant/PDC Shop Committee for such district, will conduct a weekly tour and report to the LJHSC any safety or health conditions which they believe to be in need of correction which they have not been able to get corrected through discussions with Management in their district.

The LJHSC will conduct an investigation of those matters contained in such reports. Those safety or health matters not resolved as a result of such investigation may be placed on the agenda and discussed at the next scheduled regular conference between the Plant/PDC Shop Committee and the Labor Relations Supervisor or PDC Manager. Union Representatives handling the matter may request the LJHSC to attend the meeting. In those situations the Union member of the LJHSC deems urgent, the matter may be referred directly to the DHSRB and escalated to the NJC as needed.

This procedure shall not preclude the filing of a Health and Safety Grievance at Step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Plant/PDC supervision and the Local Union representatives.

Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.

## **XX. International Union Access and Confidentiality**

The Company agrees to:

(A) Provide access, upon reasonable notice, to all Company plants/PDCs and locations to health and safety representatives of the International Union. Reports on such surveys will be provided to the Company.

(B) Provide to the Union member of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the International Union's health and safety professionals upon request.

The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding.

## **XXI. Employee Rights**

Nothing herein shall be construed to restrict any employee's rights under Section 502 of the National Labor Relations Act, as amended by the Labor Management Relations Act, 1947.

## **XXII. Liability**

In our Health and Safety initiative, nothing in our agreements, booklets, manuals, and joint programs is intended nor should it be taken to impose upon the International Union, Local Unions, Union Health and Safety Committee and Union Officials, employees or agents, a legal or financial liability for either the

health and safety of Company employees or for work connected injuries, disabilities, diseases or related losses incurred by Company employees or its subsidiaries or by third parties while on the Company property.

### **XXIII. Fall Protection Program**

Both parties jointly recognize that eliminating injuries from falls will require a comprehensive fall protection program to ensure employees are trained, fall hazards are identified and procedures are implemented.

The Company has implemented a fall protection program that follows the guidelines established in the Company policy for Fall Hazard Control Requirements (SMI-157). The preferred method to prevent a fall hazard is to eliminate the hazard or control exposures. If it is not feasible, then fall protection methods should be selected based on a hierarchy of control measures.

The implementation of a well-designed fall protection program followed by trained employees will eliminate fall hazards and prevent injuries. Fall protection equipment certification training will be offered to the LJHSC during this contract. Individuals or suppliers selected to conduct the formal equipment certification and associated records remain a Company responsibility. Within ninety (90) days following ratification of the Agreement, the written program will be reviewed and signed by the LJHSC and the LWPCP to ensure compliance with government regulations and applicable Company instructions and submitted to the NJC.

Dated and signed at Auburn Hills, Michigan, on  
December 16, 2019.

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

FCA US LLC

## MEMORANDUM OF UNDERSTANDING ON PLANT CLOSINGS

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

WHEREAS, the Company and the Union wish to provide work opportunity to employees laid off as a result of the phasing-out of operations prior to a plant closing and those laid off as the result of the closing itself and

WHEREAS, due to the plant closing such laid off employees have no recall rights to any Company plant.

NOW, THEREFORE, it is hereby agreed that effective and concurrent with the National Production and Maintenance Agreement and the National Parts Depot Agreement.

### I

Laid off employees of a plant the Company has announced its intention to close or has closed who are working at another Company plant pursuant to Section (64) shall be credited at such plant with the same seniority date they had at the closed plant and their seniority at all other plants shall terminate.

## II

Employees laid off from a plant the Company has announced its intention to close and who are not expected to be recalled due to the closing will be placed on a list in the order of their seniority at the closed plant. As work they are qualified to do becomes available at other plants of the Company in the United States, employees on the list will be eligible for placement in such jobs insofar as reasonably practicable in the order of their seniority at the closed plant.

Such employees will be placed at the new plant with the seniority they had at the closed plant, and their seniority at all other plants shall terminate.

An employee placed pursuant to this Paragraph I will be placed only when his seniority is greater than the seniority of a laid off employee of the plant in which the opening occurs and who otherwise would be recalled to the opening.

## III

The parties recognize that the provisions of this Memorandum have complex administrative implications. Accordingly, claims of violation may be referred to the Company's Employee Relations Staff and the UAW's National Chrysler Department for resolution. The Company shall not incur any liability for claimed violations or errors in administration of this Memorandum, and employees will not accumulate seniority or other rights by reason of this Memorandum.

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

FCA US LLC

## MEMORANDUM OF UNDERSTANDING UNION DUES DEDUCTIONS

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

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

NOW THEREFORE, pursuant to Section (12) of the above-mentioned Production and Maintenance Agreement and the corresponding section of the Parts Depot Agreement, it is hereby agreed as follows:

**(1) DELIVERY OF EXECUTED FORM.** A properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employment Office at the employee's plant before any payroll deductions are made, except as to employees whose Authorizations have heretofore been so delivered, and those whose Authorizations appear in their "Enrollment Form." The Plant Management shall notify the designated financial officer of the Local Union of the identity of the Employment Supervisor or his designated representative to whom such

Authorization for Check-Off of Dues forms are to be delivered. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is improperly executed or in error will be returned to the designated financial officer of the Local Union by the Plant Management.

**(2) TIME OF DEDUCTIONS.**

(a) Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms that have been delivered to the respective Local Managements on or before the ratification of the above-mentioned Production and Maintenance Agreement and the Parts Depot Agreement shall begin with the month following the month in which said Agreements are ratified.

(b) Thereafter, if, on or before the tenth (10th) day of each succeeding month, the Plant Management receives any additional properly executed Authorization for Check-Off of Dues forms, Union membership dues then due and owing shall be deducted in the current calendar month. If Union membership dues and initiation fees which are due and owing for the initial month are not deducted in that month, such dues and initiation fees shall be deducted in the following month, provided the employee has sufficient net earnings to cover such deduction.

**(3) PAY PERIODS IN WHICH DEDUCTIONS ARE MADE.**

(a) After receipt of the Authorization for Check-Off of Dues form, Union membership dues, if any, for the current calendar month shall be deducted from the pay received by the employee for the first pay

period ending in the calendar month. If an employee does not have sufficient net earnings in the first pay period ending in the month, a Union membership dues deduction shall be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction.

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

#### **(4) OTHER DUES DEDUCTIONS.**

If an employee does not have sufficient net earnings in a pay period in a calendar month for the deduction of dues as provided in Paragraph (3) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings after all other authorized deductions to cover the Union membership dues, and provided the designated financial officer of the Local Union gives notice in writing, by the tenth day of the month in which the deduction is to be made, to the designated representative in the Plant Personnel Department specifying the employee, the employee's C-ID, the amount to be deducted and the month or months for which the deductions are to be made. In the event an employee is laid off and does not have regular dues deducted in any pay period ending in a

calendar month, Union membership dues deductions in the amount of one (1) hour straight time pay or such other amount as may be established as dues for each such employee will be deducted from the first Regular Supplemental Unemployment Benefit payment issued to such employee in the following month and in each succeeding month following a month in which regular dues were not deducted. Dues deductions pursuant to this paragraph will be made only if there is for each employee a properly executed Authorization for Check-Off of Dues form in effect for the month or months for which and in which said deduction is to be made. No dues deduction under this Paragraph shall be made for any month more than twelve (12) months prior to the month in which the designated financial officer of the Local Union gives notice in writing.

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

**(6) REMITTANCE OF DUES TO FINANCIAL OFFICER.**

(a) Deductions made in the first pay period, together with the deductions made in the second, third and succeeding pay periods ending in the preceding calendar month, shall be remitted to the designated financial officer of the Local Union by the twenty-fifth day of that calendar month; provided, that in the event the twenty-fifth day of a calendar month falls on a Saturday or Sunday, remittance will be made on the Friday preceding such twenty-fifth day of the month. At

the beginning of each month the Company will furnish to the designated financial officer of the Local Union a list of the names and addresses of those employees for whom the Union has submitted properly executed Authorization for Check-Off of Dues forms showing the employees for whom Union membership dues deductions have and have not been made in pay periods beginning with the second pay period in the prior month through the first pay period in the current month, and that have not therefore been reported and showing the total number of months of dues deductions on the list.

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

**(7) TERMINATION OF CHECK-OFF.** An employee who loses seniority for any one of the reasons specified in Section (49) of the Production and Maintenance Agreement or the corresponding Section of the Parts Depot Agreement or who is transferred to work outside the bargaining unit before the pay period from which Union membership deductions are made, shall cease to be subject to Check-Off deductions beginning with the month in which the loss of seniority or transfer took place. An employee who loses seniority as provided herein, or who is

transferred to work outside the bargaining unit, during or after the pay period as to which Union membership dues deductions are made shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the loss of seniority or transfer took place. The designated financial officer of the Local Union will be notified by Management of the names of such employees following the end of each month in which the event took place.

**(8) DISPUTES CONCERNING CHECK-OFF.**

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

**(9) LIMIT OF COMPANY'S LIABILITY.** The Company shall not be liable to the International Union or its locals by reason of the requirements of the Production and Maintenance Agreement, the Parts Depot Agreement or this Memorandum of Understanding for the remittance or payment of any sum other than that constituting actual deductions made from wages or salaries earned by employees or from Regular Supplemental Unemployment Benefits payable to employees.

**(10) LIST OF MEMBERS PAYING DUES DIRECTLY.** The Local Union will furnish Local Management, within fifteen (15) days after the effective date of the Production and Maintenance Agreement and the Parts Depot Agreement and thereafter the names of all members paying dues directly to the Local Unions.

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

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

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

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## MEMORANDUM OF UNDERSTANDING ABSENTEEISM

The presence of every team member is important to sustain the success of our Industrial Operations at FCA. All employees are expected to conduct themselves in a professional manner, including following good attendance habits. Each employee should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential job responsibilities. Good attendance habits are an integral part of continued employment with the Company. The Company expects team members to strive for good attendance and positively impact team effectiveness.

### Attendance Procedure:

Each absence, whether separate or consecutive, shall count as an occurrence and will be subject to the Attendance Discipline Guideline Steps. Tardiness more than one half of a shift will count as an absence.

Each disciplinary step under this procedure will establish a new active on-roll recovery period for that occurrence commencing with the date of the attendance occurrence per the Attendance Discipline Guideline.

Example: An absence on June 22, 2019 will roll off on June 23, 2020 if the employee has been on active roll for 12 months as of the roll-off date. If the employee advances to step two (2) before June 23, 2020, the employee's step one (1) will roll off as of June 23, 2020 and subsequently put the employee at step one (1).

## Attendance Discipline Guideline:

Step	Action	Duration - Active On-roll Employment	Recovery
1st	Verbal Warning	12 Months	Rolling
2nd	Verbal Warning	12 Months	Rolling
3rd	Written Warning	12 Months	Rolling
4th	Written Warning	12 Months	Rolling
5th	3 Day Disciplinary Layoff	12 Months	Rolling
6th	10 Day Disciplinary Layoff	12 Month	Locked
7th	Discharge		

Under normal circumstances, dependent on the employee's availability, the Company will issue discipline for attendance violations within 14 days following the occurrence, or the discipline will be considered untimely and the discipline void. The employee will be afforded the opportunity to have their union steward present.

Upon the effective date of this Policy, employees will maintain their most recent step in the Attendance Discipline Procedure.

### Call-in:

If an employee does not call in an unscheduled absence or tardy at least thirty (30) minutes prior to the start of the shift, the absence or tardy will be considered an occurrence in the Disciplinary Guideline process, whether or not the absence or tardy is permitted under the policy.

Employees are required to call in to the designated Call-in number for proper accountability.

### Coding:

Occurrences under the procedure are defined as casual time off from work. Not considered an occurrence are contractually permitted absences for reasons such as Holiday, Vacation, Jury, Bereavement (for which one is eligible for bereavement pay), Military, In-plant injury balance of shift, Family and Medical Leave Act (FMLA), Paid Sickness & Accident (S&A) Leaves, Leave of Absence, approved Paid Absence Allowance (PAA), Layoff, Union Leave, Disciplinary Suspension, Company mandated time off, sent home partial shift per Management discretion, and/or Worker's Compensation.

### Reinstatement:

Employees returning from a medical leave of absence will be required to report to the designated Employment Office for reinstatement processing in advance of returning to work to ensure they are available at the start of their respective shift. The employee will be considered to be "at work" for the purpose of attendance and paid time will commence upon reporting to their work station.

Employees returning from a disciplinary layoff (excluding terminations) will not be required to submit to a drug test upon return.

### Turnaround Policy:

Employees will be allowed to work if they arrive within one hour of the start of their shift. The tardy will be counted as an occurrence in the Tardy Procedure. Employees arriving more than one hour late may be sent home at Management's discretion, without pay, and the absence will count as an occurrence in the Attendance Procedure.

### Tardy Procedure:

While punctuality is expected, the parties understand that unforeseen circumstances may cause an employee to be tardy on rare occasions. Furthermore, the parties adhere to the long-standing principle that discipline should be corrective rather than punitive in nature.

Each tardy shall count as an occurrence and will be subject to the Tardy Discipline Guideline Steps. Tardiness more than one half of a shift will count as an absence.

Each disciplinary step under this procedure will establish a new active on-roll recovery period for that occurrence commencing with the date of the tardy occurrence per the Tardy Discipline Guideline.

Example: A tardy on June 22, 2019 will roll off on June 23, 2020 if the employee has been on active roll for 12 months as of the roll-off date. If the employee advances to step two (2) before June 23, 2020, the employee's step one (1) will roll off as of June 23, 2020 and subsequently put the employee at step one (1).

### Tardy Discipline Guideline:

Step	Action	Duration - Active On-roll Employment	Recovery
1st	Verbal Warning	12 Months	Rolling
2nd	Verbal Warning	12 Months	Rolling
3rd	Written Warning	12 Months	Rolling
4th	Written Warning	12 Months	Rolling
5th	3 Day Disciplinary Layoff	12 Months	Rolling
6th	10 Day Disciplinary Layoff	12 Month	Locked
7th	Discharge		

Upon the effective date of this Policy, employees will maintain their most recent step in the Tardy Discipline Procedure.

The parties further agree to the following understandings regarding absenteeism:

i) Call in – In order to ensure a fair and consistent process, the parties discussed examples of satisfactory reasons for failing to call in an absence or tardiness. These examples include, but are not limited to:

- The employee, current spouse, or minor child suffers a severe illness resulting in the need for immediate and urgent medical treatment at the same time the employee would otherwise be required to call.

- The employee is involved in a car accident on the way to work resulting in a significant injury precluding the ability to call in as required.

Instances as described above will require the employee to submit written documentation to Management to substantiate the inability to comply with the call in requirement.

ii) Plant Shutdowns – At locations which announce and take a vacation shutdown period, and where vacation time off entitlements are reduced by a plant shut down, such time will be considered active, on-roll time for the purposes of calculating the "rolling" twelve (12) month period of active, on-roll employment.

iii) Definition of One (1) Week – For the purposes of calculating the "rolling" twelve (12) month period of active, on-roll employment, a layoff period of one (1) week means seven (7) consecutive calendar days.

iv) Holidays – Days designated as holidays

pursuant to Section (95) of the National P&M Agreement shall be considered to be active, on-roll days of employment.

v) Timeliness of Discipline After S&A Application Period – Where the serving of discipline hinges on whether an employee has applied or will be applying for S&A benefits, Management will determine no later than the end of the S&A application period whether the discipline shall be served. The discipline shall not be considered untimely in any case, notwithstanding any local agreement provisions to the contrary.

vi) Emergency Call-in - An employee who is on a regular scheduled day off, who has not previously accepted overtime, or is on an approved scheduled vacation and is subsequently called in to work by Management as a result of an emergency situation and does not report or does not report timely, shall not be an occurrence in the attendance or tardy procedure.

vii) Urgent and Immediate Medical Treatment - Short-term absences incurred as a result of urgent out-patient surgery procedures or conditions that require immediate medical treatment (including an employee's current spouse or dependent child, if such conditions are serious and uncontrollable) shall not be occurrences under the Attendance Procedure so long as satisfactory evidence is provided. NOTE: Employees must call in at least thirty (30) minutes prior to the start of their shift.

viii) Paid Absence Allowance - If an employee has less than one half ( $\frac{1}{2}$ ) of a shift as a balance of PAA hours, he would be excused for up to one half ( $\frac{1}{2}$ ) of a shift and paid the actual balance of PAA hours. Likewise, if an employee has more than one half ( $\frac{1}{2}$ )

of a shift, but less than a full shift as a balance of PAA hours, the employee would be excused for up to a full shift and paid the actual balance of PAA hours.

Discharges issued under this Memorandum where employees have previously reinstated under the terms of an Attachment A - Conditional Reinstatement Letter are not covered by this policy and such employees remain employed under the terms and conditions of their Attachment A - Conditional Reinstatement Letter.

The National Attendance Council will monitor the application and effectiveness of the UAW/FCA US LLC Attendance Procedure as set forth in this Memorandum of Understanding. The Council is specifically empowered, during the term of this Agreement, to make mutually satisfactory adjustments to the UAW/FCA US LLC Attendance Procedure, and to explore other constructive approaches to reduce absenteeism that may be implemented during the term of this Agreement. The Council will consist of two (2) members of the International Union appointed by the Vice President, Director UAW FCA Department, and two (2) members of the Company appointed by the Vice President, Employee Relations FCA. On a quarterly basis, the Council will meet to review absenteeism at all locations and establish an Absenteeism Conference to address systemic absenteeism concerns.

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WORKERS OF AMERICA, UAW

FCA US LLC

## **MEMORANDUM OF UNDERSTANDING DRUG TESTING**

(Return to Work from Substance Abuse  
Related Medical Leave - Illegal Drugs  
and Unauthorized Prescription Drugs)

During these negotiations, the Corporation and the Union discussed their firm commitment to helping employees who are affected by substance abuse problems. In particular, the parties reviewed circumstances pertaining to an employee returning to work from substance abuse related medical leave of absence who is still using illegal drugs or unauthorized prescription drugs. The parties agreed that permitting such an employee to return to the workplace jeopardizes the employee's safety and the safety of fellow employees. It also hampers the ability of the Corporation and the Union to meet today's challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.

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

Drug testing will be conducted in accordance with established Corporation practice, and the reason

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

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

The 1996 Letter of Understanding, Employee Assistance Program, reads in part: "Employees with alcoholism, drug dependency, emotional or personal problems will be able to seek help voluntarily without having to be concerned that their employment status

will be affected because they have sought help for such problems." This provision notwithstanding, any employee who has three (3) positive return-from-medical leave tests within any three (3) year period may return to work after the third positive test only if, in addition to meeting the criteria specified above, that employee agrees to a twelve (12) month waiver which will in part require the following:

(1) Drug testing during the period of the waiver.

(2) Termination upon a positive drug test result.

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

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

Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Memorandum of Understanding will be treated as though the employee had tested positive.

Employees affected by the above provisions would continue to be subject to the same standards of performance and conduct expected of any other employee.

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

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

DAIMLERCHRYSLER CORPORATION

INTERNATIONAL UNION,  
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WORKERS OF AMERICA, UAW

**MEMORANDUM OF UNDERSTANDING  
RETURN TO "HOME" PLANT**

The parties recognize that some employees placed pursuant to Section (64), Section (65) or Letter 247 - Placement and Workforce Utilization of the P&M or Parts Agreements may have the desire to return to their "home" plant. The parties recognize also that, in affording such employees the opportunity to return, it is necessary to do so in a manner consistent with the maintenance of quality and efficiency in both the releasing and receiving plants. Accordingly, the purpose of this Memorandum is to provide methods and procedures and to detail the circumstances whereby eligible employees will be offered the opportunity to return to their "home" plant.

After the effective date of the 2015 Agreement, an employee's home plant is defined as the plant where he first obtains seniority except as follows:

Employees who made past "home" plant elections or forfeited seniority based on contractual provisions will have their current plant defined as their "home" plant.

1. Eligible employees are those active employees who have been assigned to a plant other than their "home" plant or to a plant outside the Labor Market Area pursuant to Section (64), Section (65) or Letter 247 - Placement and Workforce Utilization. Eligible employees are further defined as those placed:

a. Prior to the effective date of the 2015 Agreement who were not offered an opportunity to return to their "home" plant pursuant to the provisions of this Memorandum of Understanding, or

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

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

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

4. An employee who transferred to another location pursuant to Section (67)(b) or previously lost seniority pursuant to Section (49)(f) or elected an Enhanced Relocation Option in accordance with Exhibit E is not eligible for return to home plant.

5. Each facility will maintain an applicant listing for use by the local parties.

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

7. Should an employee return to his "home" plant under the provisions of paragraph 6 above, the employee will forfeit seniority rights at the "releasing" plant. Should an employee, having requested return under paragraph 2 above, subsequently refuse an offer of return, the employee shall lose seniority at all plants of the Company except the plant at which he is working.

8. It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by "returnees", the availability of replacement personnel, product or new model launch, releasing plant staffing requirements, etc. In all cases, management will endeavor to release employees as quickly as possible. Disputes regarding this issue may be referred to the Company's Employee Relations Staff and the UAW's National Chrysler Department for resolution.

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

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

11. It is understood that this Memorandum in no way alters the placement provisions as set forth in the Memorandum of Closed Plants.

12. It is recognized that the purpose of the six (6) month waiting period is to minimize churning and not intended to create opportunities to hire shortly after individuals are placed from one plant to another. If unique situations involving the six (6) month Home Plant Return Provision arise, the National parties can review those situations and, if appropriate, provide a deviation to the application of the six (6) month waiting period.

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

**MEMORANDUM OF UNDERSTANDING  
UAW-FCA US LLC NON-SKILLED EMPLOYEES  
HIRED OR REHIRED ON OR AFTER  
OCTOBER 29, 2007 AND SKILLED TRADE  
EMPLOYEES HIRED OR REHIRED ON OR AFTER  
OCTOBER 12, 2011 AND DUNDEE ENGINE  
NON-SKILLED AND SKILLED TRADE EMPLOYEES  
HIRED ON OR AFTER OCTOBER 12, 2011  
WAGE & BENEFIT AGREEMENT**

During the 2019 negotiations the parties discussed at length the provisions of M-13.

Thus, in accordance with and as part of the 2019 UAW-FCA US LLC Production, Maintenance and Parts (PM&P) Agreement between the International Union, UAW (hereinafter referred to as UAW) and FCA US LLC, the UAW and FCA US LLC agree as follows regarding wage and benefit levels and other matters applicable to certain employees hired on or after October 29, 2007 or October 12, 2011 and continuing through the duration of the 2019 Agreement.

Except as otherwise specified in this Memorandum, certain employees hired on or after the dates designated in Section II Applicability below, and through the duration of the 2019 Agreement will be covered in all respects by the UAW-FCA US LLC PM&P Agreement. Notwithstanding the foregoing, or anything else to the contrary, this Memorandum applies to all UAW-represented FCA US LLC facilities covered by the 2019 UAW-FCA US LLC PM&P Agreement.

## **I Duration**

This Memorandum shall take effect on the effective date of the 2019 UAW-FCA US LLC PM&P Agreement ("Effective Date") and continue until 11:59 p.m. (Detroit, Michigan time) on September 14, 2023, subject to the modification and termination provisions of Section (117) of the 2019 UAW-FCA US LLC PM&P Agreement.

## **II Applicability**

The terms of this Memorandum apply to all employees at all FCA US LLC facilities covered by the 2019 UAW-FCA US LLC PM&P Agreement.

"Employees" means:

- Full-time non-skilled classified employees hired or rehired on or after October 29, 2007, and
- Full-time skilled trade classified employees hired or rehired on or after October 12, 2011, and
- Full-time Dundee Engine Plant ("Dundee") (formerly known as Global Engine Manufacturing Alliance LLC ("GEMA") non-skilled classified and skilled trade classified employees hired or rehired on or after October 12, 2011.

## **III Seniority and Transfers**

Non-skilled employees hired under this Memorandum may apply and be transferred, if qualified, to the skilled trades, apprentice or Temporary Skilled Trades Employee classifications.

Notwithstanding any such transfer, these employees will continue to be covered by this Memorandum.

Dundee employees hired or rehired under this Memorandum who transfer to another location will continue to be covered by this Memorandum. Employees hired or re-hired under this Memorandum who transfer to Dundee will be governed by this Memorandum.

#### IV Wages and Classification

There are four (4) non-skilled team member wage rates and corresponding classifications for each year of the Agreement, where adjustments are made, as set forth below.

Team Member Support			
	Effective 2019 CBA	Effective 9/14/2020	Effective 9/19/2022
Team Member Maximum Rate	<ul style="list-style-type: none"> <li>• Assembly \$29.94</li> <li>• Powertrain \$29.84</li> <li>• Stamping \$29.83</li> <li>• Mopar \$29.76</li> </ul>	<ul style="list-style-type: none"> <li>• Assembly \$30.84</li> <li>• Powertrain \$30.74</li> <li>• Stamping \$30.72</li> <li>• Mopar \$30.65</li> </ul>	<ul style="list-style-type: none"> <li>• Assembly \$31.77</li> <li>• Powertrain \$31.66</li> <li>• Stamping \$31.64</li> <li>• Mopar \$31.57</li> </ul>
Starting Rate Team Member Minimum	\$17.00	\$17.51	\$18.04

##### 1. Non-Skilled Wages

a. Manufacturing: Employees will receive wage rate increases in accordance with the schedule below. Employees hired prior to the effective date of the 2019 Agreement will remain at their current wage rate until they become eligible for their next wage increase.

i. Employees hired prior to the effective date of the 2019 Agreement, who are earning \$24.40 per hour or more as of September 1, 2023 will advance to the maximum production rate by division effective September 4, 2023.

For clarity, increases occurring for In-Progression Employees will be employee specific and will be effective on the Monday following the anniversary of the employees' corporate service date.

Years of Service	Rates Effective 2019 CBA	Rates Effective 9/14/2020	Rates Effective 9/19/2022
<1 year	\$17.00	\$17.51	\$18.04
1 < 2	\$18.00	\$18.54	\$19.10
2 < 3	\$19.50	\$20.09	\$20.69
3 < 4	\$23.00	\$23.69	\$24.40
4 < 5	\$24.00	\$24.72	\$25.46
5 < 6	\$25.00	\$25.75	\$26.52
6 < 7	\$26.00	\$26.78	\$27.58
7 < 8	\$28.00	\$28.84	\$29.71
>8	*	*	*

\* Maximum Production Rate by Division

b. Mopar PDC:

i. Employees hired prior to October 26, 2015 will remain at their current wage rate until they become eligible for their next wage increase in accordance with the following schedule:

<b>Years of Service</b>	<b>Mopar PDC Rates Effective 2019 CBA</b>
At Hire	\$17.00
1 < 2	\$18.00
2 < 3	\$19.50
3 < 4	\$21.00
4 < 5	\$22.50
5 < 6	\$24.00
6 < 7	\$26.00
7 < 8	\$28.00
> 8	Team Member Maximum Rate

ii. Employees hired on or after October 26, 2015 will receive wage rate increases in accordance with the following schedule:

<b>Years of Service</b>	<b>Mopar PDC Rates Effective 2019 CBA</b>
At Hire	\$17.00
1 < 2	\$18.00
2 < 3	\$19.00
3 < 4	\$20.00
4 < 5	\$21.00
5 < 6	\$22.00
6 < 7	\$23.00
7 < 8	\$24.00
> 8	\$25.00
Team Member Maximum Rate	\$25.00

c. Axle Operations:

i. Employees hired prior to October 26, 2015 shall progress in accordance with the following schedule. Employees who progress to the rate of \$19.86 will receive an annual wage rate increase on the Monday following the anniversary date of the agreement.

<b>Years of Service</b>	<b>Axle Operations Rates Effective 2019 CBA</b>
Less than 1	\$16.25
1 < 2	\$17.16
2 < 3	\$18.06
3 < 4	\$18.96
4 < 5	\$19.86
5 < 6	\$20.46
6 < 7	\$21.07
7 < 8	\$21.70
> 8	\$22.50
Team Member Maximum Rate	\$22.50

ii. Employees hired on or after October 26, 2015 will receive wage rate increases in accordance with the following schedule:

<b>Years of Service</b>	<b>Axle Operations Rates Effective 2019 CBA</b>
Less than 1	\$16.25
1 < 2	\$17.16
2 < 3	\$18.06
3 < 4	\$18.96
4 < 5	\$19.86
5 < 6	\$20.46
6 < 7	\$21.07
7 < 8	\$21.70
> 8	\$22.50
Team Member Maximum Rate	\$22.50

## **2. Skilled Trade Wages**

The wage rates for skilled trades employees provided in Section (109) Wage Rate Increases of the UAW-FCA US LLC PM&P Agreement will continue to cover skilled trades employees, including journeypersons hired after the Effective Date, new apprentices hired directly into an apprentice classification after the Effective Date, and production employees hired under this Memorandum who are subsequently promoted to a journeyperson classification, transferred to a Temporary Skilled Trades Employee status, or indentured as an apprentice.

## **V Vacation Entitlement**

The maximum annual Payment In Lieu of Vacation (PILV) and Paid Absence Allowance (PAA) entitlement for employees covered by this Memorandum shall be 160 hours.

## **VI Legal Services Plan**

Employees covered by this Memorandum are eligible for the Legal Services Plan pursuant to the terms of that plan.

## **VII Benefit Plans**

Employees, as defined in Section II Applicability above, who are classified as Full Time are covered under (1) the 2019 UAW-FCA US LLC PM&P Agreement, (2) Exhibit B - The Life, Disability and Health Care Benefits Program, and (3) FCA US LLC UAW Savings Plan, Exhibit G Supplemental Agreement - Company Health Care Contributions and Company Defined Contribution with the exceptions set forth below in Attachment A - Benefit Plans Agreement.

## **VIII Scope**

Except as specifically provided in this Memorandum, all provisions of the 2019 UAW-FCA US LLC PM&P Agreement and understandings and local agreements existing as of the Effective Date shall apply to employees covered by this Memorandum.

Any future changes to the UAW-FCA US LLC PM&P Agreement, Agreements or understandings will apply to employees covered by this Memorandum only by expressed agreement between the National Parties.

## **IX Compliance – Dispute Resolution**

Disputes, local and national, involving the application or interpretation of this Memorandum, including but not limited to the commitments set forth above, will be reviewed by a joint committee consisting

of three (3) members appointed by the UAW Vice President and Director of the FCA Department and three (3) members appointed by the Vice President, Employee Relations, FCA US LLC.

The Joint Committee shall meet at least quarterly. FCA US LLC and the UAW shall advise the Joint Committee at each meeting of any issues surrounding the administration and implementation of this Memorandum. FCA US LLC will provide information as necessary on any issue raised for discussion or resolution. The parties commit to the thorough investigation of and the prompt resolution of all issues discussed relative to this Memorandum.

The Joint Committee will have full authority to settle all matters that are properly before it, recognizing that disputes covered by appeal procedures of the respective Benefit Plans, and other issues consistent with applicable law, may be outside the scope of the Committee's authority. If the Joint Committee is unable to resolve a matter properly before it, the matter will be referred directly to arbitration, using the arbitration provisions, including the restrictions in powers of the Impartial Chairman, contained in the UAW-FCA US LLC PM&P Agreement. Such matters will immediately be given top priority for resolution.

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## **Attachment A Benefit Plans Agreement**

Employees, as defined in Section II Applicability above, who are classified as Full Time are covered under (1) the 2019 UAW-FCA US LLC PM&P Agreement, (2) Exhibit B - The Life, Disability and Health Care Benefits Program, and (3) FCA US LLC UAW Savings Plan, Exhibit G Supplemental Agreement - Company Health Care Contributions and Company Defined Contribution with the exceptions set forth below in this Attachment A - Benefit Plans Agreement.

### **SECTION I: Health Care Benefits Program**

For purposes of the Health Care Benefits Program, "Employees" as defined in this Memorandum will not be eligible for post-retirement health care coverage from the Company or for Company-provided coverage for their survivors.

Additionally, "Employees" will be subject to the adjustments to the FCA US LLC Health Care Benefits Program for Hourly Employees as discussed in subsections 1 through 8, below.

1. They will become eligible for health care coverages under Exhibit B, The Life, Disability and Health Care Benefits Program (Group Hospital, Surgical, Medical, Drug, Dental, Vision and Hearing Aid Coverage) as provided in Article III, Section 1. (A.) of the Program.

2. They will become eligible for full coverage under Exhibit B Section 6. (Dental Plan) on the first day of the month next following the month in which

the employee is actively at work (or on disability leave) after acquiring ninety (90) days of seniority.

3. They will become eligible for full coverage under Exhibit B Section 7. (the Vision Plan) on the first day of the month next following the month in which the employee is actively at work (or on disability leave) after acquiring ninety (90) days of seniority.

4. They will not be able to enroll Sponsored Dependents.

5. At the end of the month in which the maximum Extended Disability Benefit amount is payable, the employee's coverage for health care will cease.

6. Effective January 1, 2020 or as soon as practicable thereafter, they will be enrolled in the Preferred Provider Organization (PPO) Plan Option as outlined in Exhibit B Article III, Section 3.B.(1). for a two (2) month period during which time they will have the option to enroll under the Standard Care Network Plan Option or a Health Maintenance Organization (HMO) (if available) or, by not making an election, remain enrolled under the PPO.

For an employee who elects to enroll for coverage under the SCN or the HMO, coverage will be effective the first (1st) of the month after the month in which they enrolled for coverage under the SCN or the HMO. Employees will remain enrolled in their selected Health Care Plan for twelve (12) months. Future Plan enrollment changes will be subject to the existing Company enrollment change process.

7. The opportunity for survivors to continue coverage, or Employees to continue coverage postemployment or for periods not in active service, will be limited to self-pay continuation that may be available under federal law.

8. In lieu of Company contributions for health care coverage in retirement (or for surviving spouse health care coverage), the Company will make a contribution as provided under the FCA US LLC UAW Savings Plan, Exhibit G - Supplemental Agreement Company Health Care Contribution, Company Defined Contributions.

## **SECTION II: FCA US LLC UAW Savings Plan**

Employees covered by this Memorandum are eligible to participate in the FCA US LLC UAW Savings Plan pursuant to the terms of that plan.

Company contributions are provided pursuant to FCA US LLC UAW Savings Plan, Exhibit G - Supplemental Agreement - Company Health Care Contribution and Company Defined Contribution.

## **SECTION III: Life and Disability Benefits Programs**

Except as specifically modified herein, all benefits shall be governed by the provisions of the respective Programs.

### **A. Life Insurance Benefits:**

Eligibility:

Employees hired on or after October 29, 2007 shall be eligible for Basic Life Insurance and Accidental

Death and Dismemberment Insurance on the first day of employment with the Company.

Basic Life Insurance:

The Company will provide Basic Life Insurance coverage in the amount of forty-five thousand dollars (\$45,000).

Accidental Death and Dismemberment Insurance:

The Company will provide Accidental Death and Dismemberment Insurance in the amount of twenty-two thousand five hundred dollars (\$22,500).

Continuation of Company Provided Life Insurance Post Employment:

An insured employee with ten (10) or more years of seniority and at least age fifty-five (55) at the time of separation from employment with the Company will be eligible for continuation of Basic Life Insurance coverage in the amount of fifteen thousand dollars (\$15,000) and Accidental Death and Dismemberment Insurance coverage in the amount of seven thousand five hundred dollars (\$7,500).

B. Work Related Death Benefit:

The work related death benefit coverage will be based on the amount of Accidental Death and Dismemberment Insurance then in force for employees hired on or after October 29, 2007 of twenty-two thousand five hundred dollars (\$22,500).

### C. Sickness and Accident Benefits:

#### Eligibility and Duration:

Sickness and Accident Benefits and Extended Disability Benefits coverage under the Life and Disability Program will apply on the date following the date an employee acquires one year of seniority.

For eligible employees with at least 1 year but less than 3 years seniority as of the day on which disability commenced-26 week maximum

For eligible employees with at least 3 years seniority as of the day on which disability commenced -52 week maximum

### D. Extended Disability Benefits: Eligibility and Duration:

For eligible employees with at least 1 year but less than 3 years seniority as of the day on which disability commenced-13 week maximum

For eligible employees with at least 3 years but less than 5 years seniority as of the day on which disability commenced-26 week maximum

For eligible employees with at least 5 years seniority as of the day on which disability commenced but less than 10 years-time for time.

For eligible employees with 10 or more years seniority as of the day on which disability commenced - 10 years or age 65, whichever comes first.

At the end of the month in which the maximum EDB amount is payable, the employee's coverage for health care will cease. Life insurance post-employment rules will apply.

#### **SECTION IV: Supplemental Unemployment Benefit Plan (SUB)**

All Benefits shall be governed by the Supplemental Unemployment Benefit Plan of the 2019 PM&P Agreement, except as otherwise specifically modified herein:

##### **A. Eligibility and Duration**

- Employees with less than one (1) year of seniority shall be ineligible for regular SUB Benefits
- Employees with at least one (1) year but less than three (3) years of seniority, eligibility for regular benefits for periods of qualifying layoff under the SUB Plan shall be limited to a maximum of 13 weeks during the life of the 2019 National Agreement
- Employees with three (3) or more years of seniority, eligibility for regular benefits for periods of qualifying layoff under the SUB Plan shall be limited to a maximum of 26 weeks during the life of the 2019 National Agreement
- Employees are not eligible for Transitional Assistance (TA)
- The weekly durational provisions contained in this Section pertaining to the Supplemental Unemployment Benefit (SUB) benefit shall be replenished as of the effective date of this Agreement.

## B. Amount

The SUB Benefit amount shall be determined according to the Regular Benefit Table, Article II Section 1(a) which will equal, on average, 95% of an employee's weekly after-tax pay minus \$15.00 to take into account work-related expenses not incurred. In calculating the weekly regular SUB Benefit for an Employee on a qualifying layoff, the offsets for State Unemployment Insurance benefits received for that week shall apply; however, no offsets for wages from another employer shall apply, unless such wages are treated as earnings by the State Unemployment Agency.

### **SECTION V: Profit Sharing Plan**

Eligibility based on current Plan provisions.

### **SECTION VI: Post-Employment Benefits**

Employees covered by this Memorandum are eligible for post-employment benefits as described in this Section VI.

(1) Employees who permanently separate from service as a quit or resignation, who (a) have attained at least age fifty-five (55) and have ten (10) or more years of service, or (b) have thirty (30) or more years of service are eligible for the following benefits.

a) Unused vacation and paid absence allowance payments as provided in the National Agreement

b) Current year profit sharing payment based on Plan provisions

c) Vehicle Discounts and Mopar Discounts, set forth in 2019 PM&P letters (96) Product Purchase Programs and (97) Employee-Retiree New Vehicle Purchase / Lease Programs and 2019 O&C&E letters (12) Employee-Retiree New Vehicle Purchase / Lease Programs and (115) Product Purchase Programs.

For purposes of this Section VI (1), "years of service" means the elapsed time between hire or rehire date and the termination date or loss of seniority.

(2) Employees who permanently separate from service as a quit or resignation, are eligible for legal services benefits as described in the Legal Services Plan.

(3) Employees who permanently separate from service as a quit or resignation, are eligible for life insurance benefits as described in above Section III Life and Disability Benefits Programs.

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**MEMORANDUM OF UNDERSTANDING  
ON FCA-UAW CENTER FOR EMPLOYEE  
DEVELOPMENT**

The parties recognize the importance of conducting Joint Activities consistent with sound oversight, governance, and accountability including strict financial controls and compliance with applicable laws.

Therefore, the parties agree that in order to achieve the goals set forth above, including the structure, administration and operations of Joint Activities, this Memorandum of Understanding on FCA-

UAW Center for Employee Development is created and provides for the following:

### **Establishment of the Trust Funds**

The parties agree that the NTC, which is currently established as a nonprofit entity pursuant to Internal Revenue Code Section 501(c)(5), will be dissolved. The parties agree to establish two (2) Taft-Hartley Trust Funds (Trust Funds) under Section (302) of the Labor Management Relations Act – the UAW-FCA Labor Management Committees Trust Fund and UAW-FCA Voluntary Employee' Beneficiary Association Trust Fund. The Trust Funds shall be established as tax-exempt organizations pursuant to Internal Revenue Code Section 501(c)(5) and Section 501(c)(9), respectively. Trust Agreements establishing the Trust Funds created pursuant to this Memorandum will be adopted as soon as feasible after the effective date of the 2019 National Agreement. With regard to the operation of the Trust Funds and the programs designed and funded under the respective Trust documents and in accordance with this Memorandum of Understanding, the parties agree as follows:

1. The assets of the Trust Funds will be used for the exclusive benefit of Joint Activities and other programs as set forth herein, and to defray reasonable and necessary costs of such programs, including the NTC's wind down costs, legal fees and expenses, and any carry-over obligations of the NTC in accordance with applicable law, and for no other purpose including charitable or other non-program activities.

2. The joint purchase, sale or distribution of FCA-UAW promotional products and novelty items shall be prohibited.

3. The Company shall have the right to review all proposed expenditures of the Trustees of the respective Trust Funds and to accept, modify, or reject those expenditures in the sole and exclusive discretion of the Company. The Company is responsible for establishing internal controls for the Trust Funds and such Trust Funds will be audited on an annual basis by an external independent public accounting firm.

### **Dissolution of the NTC and Transition of Joint Activities to Trust Funds**

1. Company and UAW representatives on the NTC Board of Directors ("NTC Board") will begin proceedings to dissolve the NTC on the effective date of the 2019 National Agreement in accordance with applicable laws. At the point the Trusts are established and except as required during the transition period, the NTC shall cease having any involvement in any activities, training, other endeavors, and any other functions of any kind; the NTC shall refrain from withdrawing or expending any funds, making any payments or transfers, and from incurring any new financial commitments and liabilities; and all Company payments, expenditures and funding of any kind relating to the NTC shall cease. The NTC Board will make all necessary arrangements by April 30, 2020 for the National Training Center building located at 2500 East 9 Mile Road, Warren, MI 48091 to be sold, with the proceeds going to the NTC. The NTC Board will also make all necessary arrangements by April 30, 2020 for the Regional Training Center located at 1315 East Hoffer Street, Kokomo, Indiana 46902 to be sold, with the proceeds going to the NTC. The NTC Board will also arrange for an independent audit of the NTC's property, assets, expenditures, income, liabilities, other finances and activities, the results of which will be provided to the Company and the UAW.

2. Funds from the dissolution of the NTC will be placed into and held by the Trust Funds in amounts to each Trust Fund as determined by the Company.

3. The books and records of the NTC, as they exist on the date of dissolution, will be maintained by the Company in accordance with the Company's data retention policies and practices.

### **Executive Board-Joint Activities**

During the transition period involving the dissolution of the current UAW-Chrysler National Training Center ("NTC") and the establishment of the Trust Funds, from the effective date of the FCA-UAW 2019 National Agreement ("2019 National Agreement") to June 30, 2020, the Co-Directors of the Executive Board-Joint Activities ("Executive Board") will be the Vice President - Head of Employee Relations, FCA-North America and the Vice-President and Director of the UAW-FCA Department. Thereafter, the Co-Directors of the Executive Board will be the FCA Company Representative appointed by the Chief Operating Officer, FCA – North America and the Vice-President and Director of the UAW-FCA Department. Each will appoint two (2) persons as members of the Executive Board. At all times, the Executive Board shall consist of an equal number of FCA and UAW appointed members.

The Executive Board will actively direct and support Joint Activities in the areas of Health and Safety, New Hire Orientation, Plant Training which will include: i) Diversity and Inclusion, ii) Discrimination Prevention, iii) Sexual Harassment Prevention and iv) Workplace Violence Prevention, Employee Assistance Program, Team Leader Assessments/Audits, Technical

Training, World Class Manufacturing (WCM) and other Joint Committees and activities as may be mutually agreed to by the Union and the Company.

The duties and responsibilities of the Executive Board will include, but not be limited to, decision-making, monitoring and evaluating programs related to Joint Activities, joint training, joint programs and related committees (collectively "Joint Activities"), consistent with the Trust Funds described and this Memorandum of Understanding.

### **Transition of NTC Operations and Personnel**

The period from the effective date of the 2019 National Agreement to June 30, 2020 shall be used to transition all Joint Activities and the continuing functions previously conducted by the NTC to the Trust Funds as follows:

1. For the existing NTC Building, 2500 East 9 Mile Road, Warren, MI 48091, the NTC Board will determine which critical maintenance staff will be needed to perform services (if any) until the final sale of the building.

2. The Company's current intent is to continue Joint Activities training at the 2500 East 9 Mile Road, Warren, MI 48091, property.

3. It is agreed and understood that all affected current UAW-represented employees on Special Assignment will be given reasonable notice of employment reassignments back to their home FCA facilities. The NTC employees, as part of the dissolution of the NTC, will be given reasonable notice of employment terminations, as applicable.

4. To the extent that current UAW International staff perform NTC work in connection with Joint Activities or the transition of such activities, chargeback costs, excluding any and all administrative fees and charges, will be permitted as needed during the transition period ending no later than June 30, 2020. National Joint Program Representatives.

To the extent the Executive Board - Joint Activities determines the necessity, the Parties agree to use National Joint Program Representatives ("Representatives") in support of Health and Safety, New Hire Orientation, Plant Training which will include: i) Diversity and Inclusion, ii) Discrimination Prevention, iii) Sexual Harassment Prevention and iv) Workplace Violence Prevention, Employee Assistance Program, Team Leader Assessment/Audits, Technical Training and World Class Manufacturing (WCM). These Representatives will be governed by all Company policies and procedures applicable to FCA UAW represented employees. To the extent any such National Joint Program Representatives are employees of the UAW on assignment as a Representative, the UAW will chargeback, with no administrative fee, to the appropriate Trust Fund for the cost of the UAW-represented National Joint Program Representatives' compensation and benefits.

Representatives shall work from their designated Company location and shall perform duties in support of their respective programs, including the preparation of summaries of work performed for the Executive Board. The number of Representatives will be set by the Executive Board during the term of the 2019 National Agreement. It is recognized that the number of Representatives will include those on temporary assignments for specific projects and durations. The

individuals selected for any Representative role will be appointed by the UAW, subject to the approval of the Executive Board. Removal of a National Joint Program Representative may be effectuated by the Executive Board. If the Executive Board is unable to agree on a potential removal, that issue may be addressed under the dispute resolution procedures of the Trust Fund(s).

## **General**

The parties have reviewed, and updated provisions contained in the 2015 FCA-UAW National Agreement pertaining to Joint Activities and joint funding. On the effective date of the 2019 National Agreement, all prior National Agreement provisions, Local Agreement provisions, Memorandums of Understandings, Letters, Documents or Excerpts, etc. regarding Joint Activities and joint funding, not specifically provided for in the 2019 National Agreement, shall cease and no longer be applicable. As such, the parties recognize that this Memorandum of Understanding will be the controlling document and supersedes any prior provisions and/or understandings related to Joint Activities and joint funding.

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### **Memorandum of Understanding on FCA-UAW Center for Employee Development**

Under the new Memorandum of Understanding concerning the FCA-UAW Center for Employee Development, the parties have agreed to reorganize the existing Joint Programs as part of two Taft-Hartley Trust Funds (Trusts). Existing contract language, letters, memoranda and other documents reference or relate to Joint Programs and/or the UAW-Chrysler

National Training Center (NTC). The parties recognize that such language, some of which has been in place and in operation for a long time, will need to be conformed to the new 'Memorandum of Understanding on FCA-UAW Center for Employee Development' and to the Trusts. In some cases, the language changes may be minor. In others, conforming existing Joint Programs language to the new Trust arrangement may require modifications in order to permit the spirit and intent of such Joint Programs language and negotiated agreements to be implemented and administered under the Trusts.

Therefore, it is agreed that the parties are empowered and shall use the transition period described in the Memorandum of Understanding on FCA-UAW Center for Employee Development to make any such required changes.

The letters identified in Exhibit "A", attached to this Memorandum of Understanding, will be subject to the above review process and, as modified, re-published if required.

Exhibit "A"

***Production, Maintenance and Parts (PM&P) Agreement***

Letter (3) - Employee Assistance Program Representative

Letter (103) - Youth Programs

Letter (106) - Tuition Assistance Plan

Letter (109) - Employee Assistance Program

Letter (111) - National and Local Training

Letter (116) - National Equal Application Committee

Letter (117) - Discrimination and Harassment Prevention

Letter (119) - New Hire Orientation  
Letter (124) - World Class Employee Participation  
Letter (153) - Attendance Counselor  
Letter (154) - College Credit Certificate/Certification Program  
Letter (158) - Training for Civil Rights and Equal Application Committees  
Letter (159) - Union and Company Awareness  
Letter (181) - Technology Training Center  
Letter (190) - Local Technical Training Committee  
Letter (194) - UAW-Chrysler Scholarship Program for Dependent Children  
Letter (218) - Sexual Harassment Counseling for New Hires  
Letter (223) - Diversity Training  
Letter (248) - EAP Representative Internal Certification  
Letter (249) - Work Place Behavior  
Letter (251) - Product Quality and Job Security  
Letter (255) - Team Member/Team Leader Classification  
UP Letter (115) - World Class Manufacturing - UAW Joint Technical Pillar Leads  
Verbal Understanding - IQP Database/Employee Suggestions  
Verbal Understanding - Tuition Assistance Plan; Dependent Scholarship Program; Label on vehicles (M-3) – Memorandum of Understanding on Health and Safety

***Engineering, Office and Clerical (E,O&C) Agreement***

Letter (74) - Employee Assistance Program Representative  
Letter (121) - Youth Programs  
Letter (60) - Tuition Assistance Plan  
Letter (70) - Employee Assistance Program  
Letter (95) - National and Local Training

Letter (124) - Equal Application Representation  
Letter (20) - Discrimination and Harassment Prevention  
Letter (45) - New Hire Orientation  
Letter (30) - World Class Employee Participation  
Letter (104) - College Credit Certificate/Certification Program  
Letter (131) - Training for Civil Rights and Equal Application Committees  
Letter (117) - Union and Company Awareness  
Letter (130) - Technology Training Center  
Letter (170) - Local Technical Training Committee  
Letter (160) - UAW-Chrysler Scholarship Program for Dependent Children  
Letter (132) - Sexual Harassment Counseling for New Hires  
Letter (38) - Diversity Training  
Letter (195) - EAP Representative Internal Certification  
Letter (194) - Work Place Behavior  
(M-13) – Memorandum of Understanding on Health and Safety

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## **MEMORANDUM OF UNDERSTANDING Supplemental Employees**

During 2019 National Production, Maintenance and Parts Agreement negotiations, the parties held lengthy discussions regarding the use of Supplemental Employees. The parties agreed that replacing full-time seniority employees who are temporarily absent due to certain specific reason codes with Supplemental Employees, while not circumventing the hiring of full-time employees, was mutually beneficial. Supplemental Employees are not to be employed to avoid hiring to fill permanent positions.

Accordingly, the Company may hire Supplemental Employees to supplement the work force for straight-time, overtime or weekend work in any facility covered by the 2019 Production, Maintenance, and Parts Agreement.

Therefore, it is agreed this Memorandum of Understanding (MOU) shall govern the employment of such Supplemental Employees.

#### I. ADMINISTRATION OF THIS MEMORANDUM

The National Attendance Council ("NAC"), shall consist of two (2) members of the International Union and two (2) members of the Company will meet within (30) days of ratification of this Agreement to review this MOU. After the first meeting, the NAC shall meet at least quarterly, and as needed, to monitor the application and efficiency of the attendance procedure as set forth in M-8 and this MOU. The NAC is specifically empowered as set forth in M-8 concerning the UAW/FCA Attendance Procedure. For purposes of this MOU, the NAC will meet quarterly to monitor the use of Supplemental Employees; develop and maintain Labor Market Area List of Supplemental Employees by Corporate Service Date; discuss any full-time openings and identify the appropriate Supplemental Employees for the openings; and discuss and resolve any local issues with consideration given to Local Party recommendations.

At each quarterly meeting, the NAC will agree to (1) the calculation of the allowable number of Supplemental Employees eligible to work during the workweek and (2) the calculation of the allowable number of Supplemental Employees eligible to work Mondays, Fridays, Saturdays, Sundays and Holidays. The Local Parties will review historical Supplemental

Employee use during the same quarter of the previous year for each calculation to establish a baseline of the expected need for Supplemental Employees for each category during the next quarter, and share the numbers with the NAC for review and mutual agreement. The NAC will provide the approval to each facility.

The Local World Class Participation Council (“LWCPC”) or comparable manpower committee at each facility will review Supplemental Employee usage calculation at its regular meetings. If the facility anticipates requiring additional authorization of Supplemental Employees above the amount allowed under the calculation, the LWCPC will discuss the need for additional Supplemental Employees and forward the rationale and a recommendation for the additional need for Supplemental Employees to the NAC for its review and approval. Where the need for additional Supplemental Employees is validated, Corporate Employee Relations will provide authorization.

Additionally, if an issue arises regarding the usage of Supplemental Employees that the LWCPC cannot resolve, the LWCPC can escalate the issue to the NAC. The NAC shall meet within two (2) weeks to review and address the issue. In the event that the NAC is unable to resolve an issue, the issue may be elevated to the Vice President, UAW FCA Department and the Vice President of Employee Relations, or their designees, for expedited resolution.

## II. WORK SCHEDULES

Supplemental Employees are employees hired by the Company who shall normally be scheduled to work Monday through Friday and additionally may be

scheduled to work Saturdays, Sundays, and Holidays, subject to the following:

A. Supplemental Employees may be utilized any day of the week to replace employees not at work for certain absence codes, specifically, unexcused absences, Intermittent Family Medical Leave Act (FMLA) leaves/absences, and all sick leaves of absence. The number of Supplemental Employees eligible at each facility will be based on that facility's average of the aforementioned absences calculated on a quarterly basis as a percentage of total absenteeism multiplied by the number of full-time employees (active on roll plus temporarily inactive). Supplemental Employees are not to be used to circumvent Local overtime scheduling provisions or to displace eligible full-time employees. Additionally, Supplemental Employees can be utilized, with mutual agreement, on other occasions such as, but not limited to, product launch, high vacation periods, and awaiting transfer of laid off employees from other locations.

B. The parties recognize the need to utilize a higher number of Supplemental Employees (than the calculated allowance) on Mondays, Fridays, Saturdays, Sundays and Holidays to accommodate the greater number of absences that occur on these days.

C. On days they are scheduled to work, Supplemental Employees may be scheduled all of the hours scheduled for the department in which they are assigned.

D. Supplemental Employees may be scheduled to work extended hours provided they do not displace eligible regular full-time employees.

E. Supplemental Employees will be scheduled in a fair and equitable manner by Department giving due consideration to the length of employment with the Company.

F. Supplemental Employees may be utilized on a full-time basis for the period beginning on April 1 through the first Saturday following the Labor Day Holiday to replace seniority employees who take vacation leaves of absence.

The NAC will send a request to the Local Parties for information concerning the need for Summer Vacation Replacements. Upon recommendation by the Local Parties, the NAC will meet no later than the third Monday in March and identify the number of Supplemental Employees that will be utilized on a full-time basis to replace employees on vacation at each respective location.

### III. SENIORITY EMPLOYEES DISPLACING SUPPLEMENTAL EMPLOYEES

A. The employment by the Company of Supplemental Employees shall not be considered as an infringement of the rights of regular employees under the 2019 FCA US LLC-UAW Production, Maintenance, and Parts Agreement. In no case will a seniority employee be indefinitely laid-off from a facility if the facility is regularly scheduling a Supplemental Employee Monday through Friday. At the time of a reduction in force, a seniority employee who is scheduled to be indefinitely laid off from the facility pursuant to such a reduction may request to displace a Supplemental Employee. Seniority employees who displace Supplemental Employees shall, during the period they would otherwise be on indefinite layoff,

be required to comply with the work schedule for Supplemental Employees.

B. A seniority employee who displaces a Supplemental Employee or who, while on such layoff is hired to work as a Supplemental Employee shall be paid at a wage rate determined in accordance with the applicable provisions of Section (114) or MOU-13 of the Production, Maintenance, and Parts Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, the HSMD coverage, and Supplemental Unemployment Benefits (SUB), Jury Duty Pay, Bereavement Pay, and Short-Term Military Pay, but not FCA US LLC-UAW Pension Agreement, Supplemental Agreement (Exhibit G) in accordance with this MOU.

C. A seniority employee who displaces a Supplemental Employee will remain available for recall and work opportunity to full time openings pursuant to the PM&P provisions as if he were on indefinite layoff.

D. Seniority employees who are utilized as Supplemental Employees shall continue to accumulate seniority.

E. A seniority employee who is affected by a reduction in force and becomes a Supplemental Employee will be eligible for a scheduled vacation and paid excused absence with respect to any unused vacation/unexcused absence hours at the time of the reduction in force. Further, in computing the number of weeks of enrollment and absences for purposes of determining vacation eligibility for the succeeding year, the period of employment as a Supplemental Employee will be counted.

#### IV. WAGES

Supplemental Employees shall be paid in accordance with Attachment A of this MOU.

#### V. PROBATIONARY PERIOD

A Supplemental Employee shall not accumulate time toward the fulfillment of the ninety (90) day probationary period while employed as a Supplemental Employee. In the event a Supplemental Employee becomes a regular full-time employee he shall be considered a seniority employee under the condition he accumulated at least ninety (90) days worked as a Supplemental Employee. Such employees will be provided with a seniority date ninety (90) days prior to their conversion to a full-time, regular employee. Any converted employee with less than ninety (90) days as a Supplemental Employee will be maintained as a probationary employee through the balance of the time required to accumulate ninety (90) days pursuant to Section 45(a) and at such time will be accorded seniority.

Provided, however, that such employee shall receive credit for time "at work" (as defined in Section XIII, of this MOU) while employed as a Supplemental Employee for the purpose of fulfilling the H-S-M-D-V-H-D waiting period for commencement of coverage in accordance with Article 1, Section 3(D) (1) of Exhibit B or MOU-13 of the Collective Bargaining Agreement. The effective date of coverage will be determined based upon the employee's most recent date of hire as a Supplemental Employee immediately preceding the date regular employment commenced.

## VI. DISCIPLINE AND DISCHARGE

The Company may discharge or terminate the employment of a Supplemental Employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a Supplemental Employee in cases of claimed discrimination on account of race, color, religion, age, national origin, status as a qualified person with a disability, including sexual harassment, sexual orientation, gender identity/expression, union activity and membership in any legally protected class.

### Supplemental Employee Attendance Guideline

The following guideline is established to provide assistance to Management when addressing absenteeism of Supplemental Employees. Supplemental Employees who incur an absence will have incurred an Attendance Occurrence. Attendance Occurrences will be subject to the following discipline on a rolling 12-month period:

Attendance Occurrence	Discipline Step
1st Occurrence	Verbal Warning
2nd Occurrence	Written Warning
3rd Occurrence	Written Warning
4th Occurrence	Discharge

A Supplemental Employee who is found to be in violation of a minor shop rule will be issued a written warning for a first and second time violation, provided the employee was hired at least ninety (90) days prior to the violation. The employee may request the presence of a Union Representative when such warning is issued.

Notwithstanding the above guideline, Management reserves the right to issue appropriate disciplinary action up to and including termination of employment.

## VII. UNION REPRESENTATION AND DUES

A Supplemental Employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this MOU. After one year of employment an employee will be entitled to Union Representation per all provisions of the FCA US LLC-UAW Production, Maintenance and Parts Agreement applicable to Supplemental Employees.

A Supplemental Employee shall be subject to the provisions of Sections (9) through (14) of the 2019 FCA US LLC-UAW Production, Maintenance, and Parts Agreement. The initiation fee and monthly dues regularly required of Supplemental Employees shall be as determined by the International Union, UAW. Notice of the amounts of such fee and dues shall be given to the Company in writing by the International Union, UAW.

For the purposes of Union representation, the Company will maintain one (1) UAW Supplemental Employee Coordinator at each United States Assembly plant and one (1) UAW Supplemental Employee Coordinator for the Kokomo Complex to assist with the implementation of the provisions of this MOU. The appointment of this position will be made by the Local President and communicated to the Plant Manager of the facility.

## VIII. SUPPLEMENTAL EMPLOYEE ADVANCEMENT

Supplemental Employees will be eligible for full time openings based on their most recent date of hire.

Eligible Supplemental Employees will be allowed a one-time election to transfer to an open position in a Company facility in their Labor Market if his Corporate Service Date places him at the top of the Supplemental Employee list for the opening. If more than one eligible employee has the same Corporate Service Date, the employee's last four digits of his social security number will determine the tie-breaker with the employee with the lowest number being granted the first opportunity for the opening. If the Supplemental Employee declines a position in the Labor Market, then he will not be eligible to fill an opening at any other location and must remain at his facility until he is eligible for a full time opening. The Company will determine the availability of openings based on its operational requirements at each specific location.

When a Supplemental Employee is converted to a full time employee, he will be placed on the M-13 wage scale consistent with his Corporate Service Date.

## IX. PRODUCTION STANDARDS

A Supplemental Employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation: nor will his performance be considered either in establishing a production standard or in a dispute over the production standard.

## X. EXCLUSIONS

A Supplemental Employee shall not be covered by the SUB Plan (Exhibits C and D), FCA US LLC-UAW Pension Agreement, Supplemental Agreement (Exhibit G) or the Insurance Program except as provided in Sections III. B. and XIII of this MOU.

## XI. WORKING HOURS AND OVERTIME

A. Supplemental Employees shall have only such rights, privileges, compensation or benefits as are expressly set forth by this MOU and the following sections of the 2019 FCA US LLC-UAW Production, Maintenance, and Parts Agreement: Sections (84), (85), (87)(b) and (88) through (94) - Working Hours and Letter 186.

B. Supplemental Employees shall be paid time and one-half for time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift, for time worked in excess of forty (40) hours per week, and for time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half. Double time will be paid for time worked on the calendar Sunday or calendar holidays designated in Section (95).

## XII. HOLIDAY PAY/PAID AND UNPAID TIME OFF

### A. Holiday Pay

i. A Supplemental Employee will be eligible for holiday pay as set forth in Section (96) of the Collective Bargaining Agreement provided:

1. The employee has actually worked at least 90 days prior to the holiday(s);

2. The employee worked the same day(s) as the holiday in the week prior to the week in which the holiday(s) falls, with the exception of being on a one-week temporary layoff for the prior week only, and the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

3. The employee has worked the last scheduled working day prior to and the next scheduled working day after such holiday(s) within the employee's scheduled workweek. In the case of the Christmas holiday period, as defined in Section (95) of the Collective Bargaining Agreement, a Supplemental Employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after such Christmas holiday period shall be ineligible for pay for all of the holidays within the Christmas holiday period. An otherwise eligible Supplemental Employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be eligible to receive holiday pay for all but one of the holidays for which he would otherwise be eligible in the Christmas holiday period.

ii. A seniority employee who is laid off in a reduction in force and becomes a Supplemental Employee will be entitled to holiday pay provided the employee meets the eligibility required outlined in A(2) and A(3) of this paragraph; except that, if the employee is eligible for holiday pay under Section (96) of the Collective Bargaining Agreement the eligibility rules in Subparagraph A of this paragraph shall not apply.

However, should the employee qualify for Christmas holiday pay as provided in this Memorandum and Section (96), the employee will be provided the greater of the two Christmas holiday pay entitlements but not both.

iii. A probationary employee who is laid off in a reduction in force and is utilized as a Supplemental Employee will be considered for holiday pay purposes as though hired originally as a Supplemental Employee with the number of days actually worked as a full-time employee counted toward the 90 days required for holiday pay eligibility in Subparagraph A of this paragraph.

#### B. Paid and Unpaid Time Off

Supplemental Employees who accumulate 120 days worked, but do not exceed fifty-two (52) weeks worked, will be eligible for sixteen (16) hours of paid time off and twenty-four (24) hours of unpaid time off of work pursuant to the vacation eligibility year set forth in Section 104. Supplemental Employees who accumulate greater than fifty-two (52) weeks worked will be eligible for forty (40) hours of paid time off and twenty-four (24) hours of unpaid time off pursuant to the vacation eligibility year set forth in Section 104. Time off must be taken in eight (8) hour increments, and must be requested at least forty-eight (48) hours in advance. Any remaining balance of paid or unpaid time off will not carry over into the following year and will be paid out. This new entitlement will be based on service accumulated after the effective date of the 2019 FCA US LLC-UAW Production, Maintenance, and Parts Agreement.

### XIII. OTHER BENEFITS

#### Life and Accidental Death and Dismemberment Insurance

Supplemental Employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Company will pay the premiums for coverage for any month in which the employee receives pay from the Company for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated.

#### Hospital-Surgical-Medical (H-S-M)

Effective January 1, 2020 or as soon as practicable after that date, Supplemental Employees shall be provided H-S-M-D coverage and will be subject to the adjustments to the FCA US LLC Health Care Benefits Program for Hourly Employees as discussed below:

- For purposes of the Health Care Benefits Program, Supplemental Employees as defined in this Agreement will not be eligible for post-retirement health care coverage from the Company or for Company-provided coverage for their survivors.
- They will not be able to enroll Sponsored Dependents.
- They will have their Medical Plan enrollment limited to the Preferred Provider Organization option, modified to include the cost-sharing requirements shown in the table below:

### Annual Deductible

#### In-Network

Single \$300

Family \$600

#### Out-of-Network

Single \$1,200

Family \$2,100

### Physician Office Visit Co-Insurance

In-Network 100% (Does not apply to the deductible or out-of-pocket maximum, as allowed by law)

Out-of-Network Not Covered

### Co-Insurance

In-Network 10%

Out-of-Network 35%

### Out-of-Pocket Maximum

#### In-Network

Single \$1,000

Family \$2,000

#### Out-of-Network

Single \$1,200

Family \$2,100

They will not be provided Dental Expense, Vision Expense, Hearing Aid Expense, Contributions to a Fund (HRA), or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood there will be no duplication of benefits because of coverages provided under either of the Company's Insurance Programs. The Company will pay the monthly premium for the applicable coverage for each employee while he is at work. An

employee is considered "at work" in any month if he receives pay for any time during such month. Such coverage begins on the first day of the eighth calendar month next following the month in which employment commences provided the employee is actively at work. Coverage ceases at the end of the month in which employment is terminated, except that if employment is terminated solely due to the fact the employee accepted employment as a regular full-time employee.

### Prescription Drug Coverage

Prescription drug coverage will follow the provisions of Exhibit B Article III, Section 3(A)(1)(b) with the following modifications:

Exhibit B Article III, Section 3(A)(1)(b)(i) and Exhibit B Article III, Section 3(A)(1)(b)(ii) of the Program does not apply to the Supplemental Employees. The following co-payments will apply:

Prescription Drugs	Retail	Mail Order
Generic	\$7.50	\$7.50
Brand	\$15.00	\$15.00

Specialty medications must be filled through the Pharmacy Benefit Manager (PBM) specialty pharmacies.

Exhibit B Article III, Section 3(A)(1)(b)(vi) of the Program, exclusions and limitations, is modified to include the exclusion of coverage for: a) Erectile Dysfunction prescription drugs except for the treatment of Benign Prostatic Hyperplasia.

## FCA Family Health and Wellness Centers

All employees, including Supplemental 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 screenings, chronic disease monitoring, urgent care services, as well as select prescription services.

FHWC services will be provided at no cost to employees or their eligible family members.

### XIV. EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU shall become effective concurrently with, and continue in full force and effect during the term of the Production, Maintenance, and Parts Agreement.

This MOU supersedes and in all respects replaces the 2015 Supplemental Agreement – Temporary Employees.

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

FCA US LLC

## Attachment A

### Supplemental Employee Rates

#### Supplemental Employees Hired Prior to October 29, 2007

Supplemental Employees Hired Prior to October 29, 2007 will receive a 3% increase to their base wage rate effective September 14, 2020 and September 19, 2022.

#### Supplemental Employees Hired on or After October 29, 2007 and Prior to October 26, 2015

Supplemental Employees Hired on or After October 29, 2007 and Prior to October 26, 2015 will remain at their current wage rate until they become eligible for their next wage increase in accordance with the table below.

Months of Service	Supplemental Employee Rate
Up to 12 Months	\$17.00
>12 to 24 Months	\$18.00
>24 to 36 Months	\$19.50
>36 to 48 Months	\$21.00
Maximum Rate	\$22.00

#### Supplemental Employees Hired on or After October 26, 2015

Supplemental Employees Hired on or After October 26, 2015 will remain at their current wage rate until they become eligible for their next wage increase in accordance with the table below.

Months of Service	Supplemental Employee Rate
Up to 12 Months	\$15.78
> 12 to 24 Months	\$16.66
>24 to 36 Months	\$17.53
>36 to 48 Months	\$18.41
>48 to 60 Months	\$19.28
Maximum Rate	\$19.28

## **Production, Maintenance and Parts Agreement**

The following provisions relating to the Parts Distribution Center Operations Supplement or, as appropriate, apply in lieu of the provisions of the National Production, Maintenance and Parts Agreement. The following corresponding Letters and Memorandums are applicable only to the Parts Operation.

September 29, 2003

(1A) Grievance Procedure

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

Both parties to the Parts Depots Agreement signed today acknowledge the desirability of ensuring prompt and fair resolution of employee grievances. The attached flow charts illustrate the proper sequence of procedural steps to be used in processing employee grievances.

The Corporation assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Corporation that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances.

Also, during our recent contract negotiations the Corporation pointed out that Special Conferences, as provided for in Section (21), are in some instances being used to circumvent the Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree Section (21) was not intended to provide the means for circumvention and abuse of the Grievance Procedure and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not been resolved in Step 3 of the grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

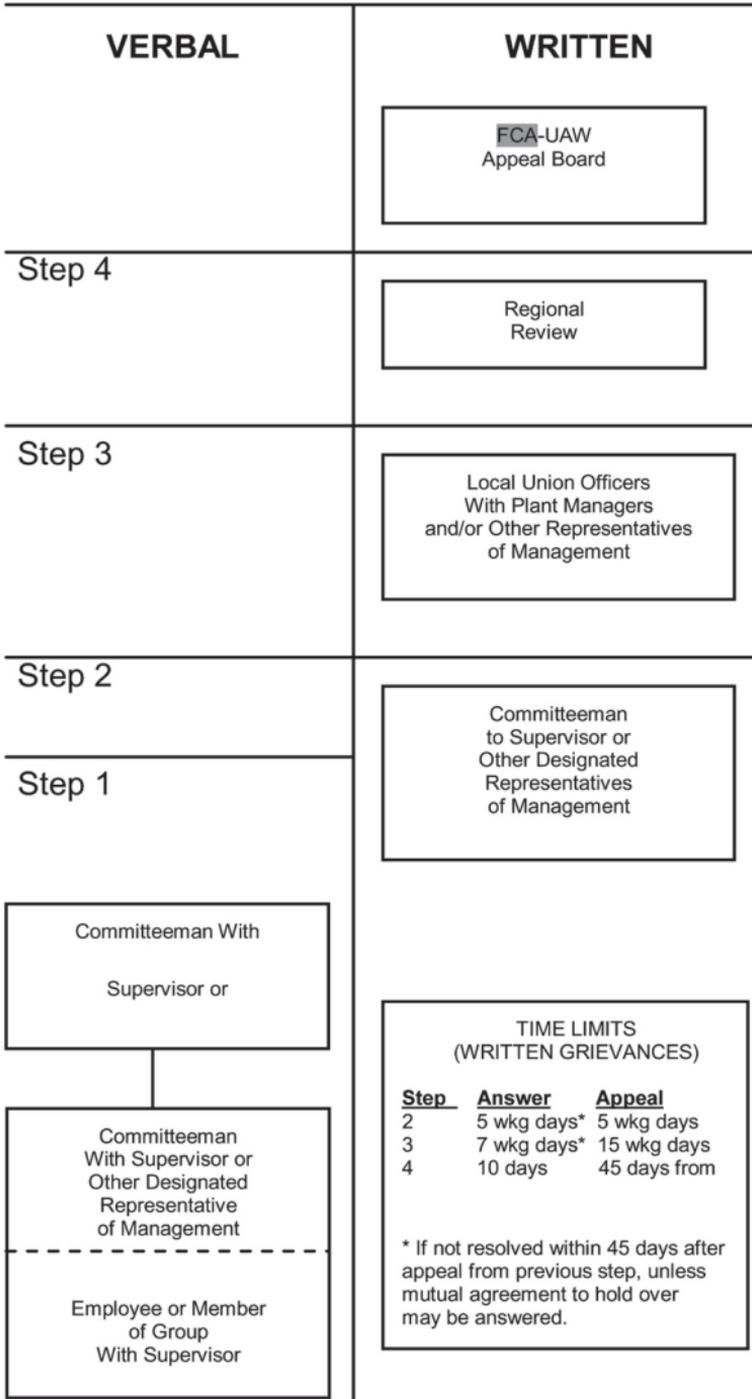
The parties also discussed problems created as a result of the submission of written grievances containing insufficient information. It is agreed that each grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity of the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Corporation has violated. Management's answers will set forth facts taken into account in answering the grievance.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

**GRIEVANCE PROCEDURE FLOW CHART  
1ST Shift**



**GRIEVANCE PROCEDURE FLOW CHART  
2ND & 3RD Shift**

<p align="center"><b>VERBAL</b></p>	<p align="center"><b>WRITTEN</b></p>												
<p align="center">Step 4</p>	<div data-bbox="560 265 864 374" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>FCA-UAW Appeal Board</p> </div>												
<p align="center">Step 3</p>	<div data-bbox="560 590 891 725" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Local Union Officers With Plant Managers and/or Other Representatives of Management</p> </div>												
<p align="center">Step 2</p> <div data-bbox="197 958 501 1121" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Plant Shop Committeeman With Supervisor or</p> </div>	<div data-bbox="587 824 864 906" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Plant Shop Committeeman</p> </div> <div data-bbox="587 958 891 1095" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Committeeman to Supervisor or Other Designated Representative of Management</p> </div>												
<p align="center">Step 1</p> <div data-bbox="197 1260 501 1531" style="border: 1px solid black; padding: 5px;"> <p align="center">Committeeman With Supervisor or Other Designated Representative of Management</p> <hr style="border-top: 1px dashed black;"/> <p align="center">Employee or Member of Group With Supervisor</p> </div>	<div data-bbox="560 1234 907 1558" style="border: 1px solid black; padding: 5px;"> <p align="center">TIME LIMITS (WRITTEN GRIEVANCES)</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="left"><u>Step</u></th> <th align="left"><u>Answer</u></th> <th align="left"><u>Appeal</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>5 wkg days*</td> <td>5 wkg days</td> </tr> <tr> <td>3</td> <td>7 wkg days*</td> <td>15 wkg days</td> </tr> <tr> <td>4</td> <td>10 days</td> <td>45 days from Appeal to Step 4</td> </tr> </tbody> </table> <p align="left">* If not resolved within 45 days after appeal from previous step, unless mutual agreement to hold over may be answered.</p> </div>	<u>Step</u>	<u>Answer</u>	<u>Appeal</u>	2	5 wkg days*	5 wkg days	3	7 wkg days*	15 wkg days	4	10 days	45 days from Appeal to Step 4
<u>Step</u>	<u>Answer</u>	<u>Appeal</u>											
2	5 wkg days*	5 wkg days											
3	7 wkg days*	15 wkg days											
4	10 days	45 days from Appeal to Step 4											

December 16, 2019

(3A) Skilled Trades Seniority - Parts Depots

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Notwithstanding Section (11)(b) of the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees, Parts Depots employees on Classifications No. 5905, Boiler Operator, and No. 5693, Power House and Maintenance Man, shall, because of the seasonal nature of their jobs, continue to be transferred between skilled and non-skilled classifications in the Parts Depots as in the past.

Mopar employees are eligible to take part in the Industrial Readiness Certificate Program (IRCP), for consideration to the Manufacturing Apprenticeship Program.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(4A) Memorandum of Understanding  
on Overtime U.S. Plants

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the Union requested the provisions of the Memorandum of Understanding on Overtime - U.S. Plants which supplement the National Production and Maintenance Agreement, be extended to the Parts Depots.

In the course of these discussions, the parties recognized that in view of the need for customer satisfaction and the strong competition in the market place, the parts distribution operations must be highly responsive to the needs of the dealer body, including the timely processing and delivery of parts. Therefore, notwithstanding the limitations set forth in the aforementioned Memorandum, the parties further recognized the essential need to continue providing full support to the requirements of the Dedicated Delivery Service. Any interruption in the delivery schedule can be costly to the Company as well as prevent dealers from properly servicing their customers and could influence their decisions to purchase parts from independent distributors rather than the Company.

In consideration of the above, the Company agreed to extend the provisions of the Memorandum of Understanding on Overtime - U.S. Plants to the Parts Depots with the following understandings:

### **1. New Systems, Processes and Technological Changes**

When the Service and Parts Operations launch a new system, process or technological change, any location or locations so designated shall, for a period of ninety (90) days after such designation, be exempt from the provisions of the Memorandum, provided, however, that fifteen (15) days prior to making such designation, the Company will inform the FCA Department of the International Union, which will indicate its objections, if any, to such designation. It is understood this circumstance may occur at any location more than once during the term of the Memorandum.

### **2. New Depots**

The provisions of this Memorandum of Understanding that limit or restrict the right of the Company to require daily overtime work or work on Saturdays or Sundays shall be ineffective at any Depot the Company builds, buys, leases or remodels for a period of one (1) year after regular production in such Depot commences.

The Local Union at each Parts Depot has made its selection of one of the alternatives provided for under 11.C. of the Memorandum.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

September 27, 1999

(8A) Benefit Plans Representatives  
Parts Distribution Centers

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

Notwithstanding the provisions of Letter (2) in the Letters, Memoranda, and Agreements appended to the National Production and Maintenance Agreement, it is understood that the table contained therein is not applicable to locations covered under the Parts Distribution Centers Supplemental. In lieu of that table, Parts Distribution Centers will be governed by the provisions as set forth below:

Plant	
Number of Employees	Hours Per Week
600 or more	40
599 to 101	18
Less than 100	12

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 29, 2003

(9A) Attendance Counselor / Employee Assistance  
Program Representative

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

Notwithstanding the provisions of the 2003 Attendance Counselor Letter and Letter (3) - Employee Assistance Program Representative in the Letters, Memoranda and Agreements appended to the National Production and Maintenance Agreement, it is understood that the table contained therein is not applicable to locations covered under the Parts Distribution Center Operations Supplement with the exception of the Center Line National Parts Distribution Center (PDC). All other Parts Distribution Centers will have one (1) employee who shall function as a combined Attendance Counselor and Employee Assistance Program Representative (EAP). The hours allotted to the Attendance/EAP Representative to perform his/her functions shall be as set forth in the table below:

Number of PDC Employees	Hours Per Week
101 or more	12
Less than 101	8

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 22, 2015

(10A) Alternative Work Schedules

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties discussed the need for Mopar to be flexible and adaptive to the retail dealer environment and to rapid changes in customer demand in the market place. When implemented, Alternative Work Schedules (AWS) will allow Mopar to increase competitiveness, provide greater job security for our employees, utilize assets more efficiently and improve profitability.

In the parts distribution business, it is essential that Mopar provide the right part, to the right customer, at the right time. In providing such a service, Mopar hourly and daily operations must align with the customer and market business needs of each PDC. Customer efforts to improve profitability have driven operating patterns that utilize variable workweeks ranging from five (5) to seven (7) operating days per week, a Holiday schedule consistent with regular retail Holiday observances and ever-increasing hours of operation. Accordingly, Mopar must develop alternative work schedules that provide a cost-efficient system of parts delivery in a manner that meets customer requirements. Such alternative work schedules may include but are not limited to multiple work crews, four-day work weeks and seven day service provisions as examples.

Further, the vast majority of Mopar's supply chain utilizes an internal structure of National and Field PDCs that provides an opportunity for inventory cost reduction through alternate facility alternative work schedules.

Additionally, the extreme variability of PDC operating requirements, the result of multiple inputs, could be efficiently addressed through usage of alternative work schedules.

The determination of an appropriate alternative work schedule may vary at each PDC based on its position in Mopar's integrated supply chain. The parties encourage the development of AWS options with the goal of determining the most cost effective and optimal choice for a warehousing operation.

Where an AWS is deemed appropriate, a business case must be prepared and submitted to the World Class Logistics Steering

Committee (WCLSC) for review. The business case must describe the selected alternative model and detail its anticipated impact and benefit. The implementation of any such alternative work schedule will require the approval of the Vice President and Director of the National Chrysler Department-UAW and the Vice President of Employee Relations.

In the event an AWS would affect and require changes in the administration of wage or benefit payment practices, the parties agree that such changes shall maintain the original intent of those practices to the extent possible, but shall not increase costs to the Company in comparison to their application to work schedules traditionally recognized by the National Production, Maintenance and Parts Agreement.

Local agreements affected by an AWS described herein, shall be interpreted in such a manner to make them consistent with the terms of this agreement. Either party may refer specific unresolved local issues to the World Class Logistics Steering Committee.

To accommodate the implementation of an AWS, the parties agree to the application or waiver of certain provisions of the National Production, Maintenance and Parts Agreement. It is further understood that in implementing an alternative work schedule, the Company does not prejudice its right to schedule and determine working hours pursuant to Section (2) of the National Production, Maintenance and Parts Agreement, or its right to determine, assign and schedule manpower to work a regular five (5) day, eight (8) hour schedule with daily overtime and weekend work.

Very Truly Yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 12, 2011

(11A) Mopar Quarterly Meetings

International Union, UAW

Attention: Mr. General Holiefield

Dear Sir:

Mopar faces its own unique challenges as they operate in a retail environment and their ability to sustain a profitable future relies on their ability to provide the right part to the right customer at the right time at a competitive cost. As such, Mopar is a dynamic network with supply chain adjustments occurring on an on-going basis. With the continuous changes being made within the network to meet customer demand and service expectations it is vitally important that there be ongoing dialogue between the parties.

### **Quarterly Meetings**

Although Mopar falls under the provisions of M-1, Memorandum of Sourcing, the parties believe communication is key to a solid partnership. As such, Leadership from the Mopar Management Team and UAW International Representatives will meet quarterly to share information on sourcing direction and opportunities to competitively grow the business within the Mopar Network. These meetings will provide the Union with insight into the decision making process and to provide their input. In addition, these meetings will provide an opportunity for thorough discussions and two-way dialogue on the business as a whole. It is understood that either party may request to meet more frequently than quarterly if needed.

The intent of the meetings will be to further strengthen the partnership between the Union and Mopar Management.

Very truly yours,  
Chrysler Group LLC  
By A. A. Iacobelli

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(12A) Mopar Steering Committee

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Cynthia Estrada:

The parties are committed to the philosophical belief that we must continually look for ways to improve processes in order to sustain our ability to compete. It is the responsibility of each person to participate in identifying issues and eliminating waste. To accomplish this, the World Class Logistics Steering Committee (WCLSC) was established.

The WCLSC, consisting of Mopar Senior Management and the International U.A.W., is committed to the success of the Mopar Parts organization. The parties recognize the importance of this committee and agree that the WCLSC shall drive implementation and sustainment of WCL across the Parts Division and provide guidance and counsel to ensure success in implementing WCL processes.

The ultimate success of a PDC is dependent upon the Local World Class Partnership Council (LWPCPC) taking responsibility to lead the necessary changes to transform their location into WCL operations. To ensure the accountability and commitment of the LWPCPC, the Co-Chairs, the WCLSC will take the following actions:

1. Provide a structure of accountability, by establishing Joint Co-Chairs, one Co-Chair being the Director of Global Parts Supply Chain and one Co-Chair being a UAW Administrative Assistant.
2. Develop a standardized report to be used by each PDC, to regularly provide status updates on WCL implementation, sustainment, continuous improvement and any inhibitors (i.e. shortage of spare parts, equipment / tools).
3. Establish an Assessment Process to measure and review WCL elements at each PDC and provide direction for implementation and sustainment.
4. Establish a process for assigning UAW represented employees to joint Technical Pillar lead positions.
5. Establish an annual Mopar Joint Leadership meeting to be held in the first quarter of each calendar year of the Agreement. This joint meeting will include Mopar Operational Leadership,

UAW Presidents and Shop Committee Chairpersons. The intent of the meeting will be to discuss WCL progress, business needs, performance, and objectives for the Parts Supply Chain.

## COMMITMENT TO QUALITY AND PRODUCTIVITY

The parties also recognize the importance of making sure that the right part is delivered to the right place at the right time. It is essential that we continue to strive toward improving customer satisfaction. The parties are committed to standardized work processes and driving improvement through joint initiatives. To help accomplish quality and productivity objectives, the parties agree to jointly participate in quality and productivity awareness reviews with all employees.

The Company and Union recognize the competitive environment that exists in the Parts Industry. It is agreed that the only manner in which operations can survive and provide job security is to become lean and efficient, while eliminating waste. Accordingly, the National parties provide their full commitment to this Letter.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(13A) Mopar Attritional Openings

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed its concern regarding the replacement of attritional openings within the Mopar Parts Distribution Centers. As the parties discussed, the Company continues to focus on improving operating costs to ensure the Mopar Parts Distribution business is able to effectively compete in a retail warehousing and distribution environment with our primary competitors.

After a review of operational needs and in recognition of the Union's concerns, the Company will convert 170 supplemental employees to full time employees within ninety (90) days following ratification of the Agreement. Locations of the openings will be determined by Mopar Management and the Union will be advised.

Although it is the Company's right to manage the staffing levels and requirements based on operational needs and business conditions, the Company advised the Union that it is not typically our intent to use supplemental employees to fill regular full time jobs that are open due to attrition, and which business needs dictate should be filled by seniority employees. As a result, based on current business conditions including scheduled productivity enhancements and overtime forecasts, the Company projects the need to fill at least two hundred and fifty (250) or more attritional openings throughout the life of the Agreement. These projected attritional openings will be filled through the conversion of supplemental employees first and then hiring of new employees as needed within the labor market. Locations of the openings will be determined by Mopar Management and the Union will be advised.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(14A) Request for Additional Hours –  
UAW Appointed Representatives

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union raised concerns where additional hours may be needed for UAW appointed Representatives in Mopar Parts Distribution Centers (PDC). If there are circumstances where additional hours are required, the Local Union may raise their concerns with the PDC Manager. If the matter is not resolved to the

local Parties' satisfaction, the issue may be raised to the International UAW and Corporate Employee Relations for resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(15A) Extension of Holiday PAA Conversion Time

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Letter (203) Working on a Holiday/PAA Conversion Option provides that "employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that eight (8) hours be credited to their Paid Absence Allowance, in lieu of receiving holiday pay."

Section (104)(d)(iii) provides that the unused portion of the Paid Absence Allowance will be paid out at the same time as an employee's basic payment in lieu of vacation with pay in May of each year.

The parties discussed the fact that employees who converted their Christmas holiday pay to PAA were utilizing these PAA days in March and April, creating excessive absenteeism. The parties recognize that because of the uniqueness of the Parts business, operations continue during the holidays. To further encourage employees to work on a designated holiday, notwithstanding the provisions of Section (104)(d)(iii), beginning on a pilot basis in December, 1999 at the Milwaukee Parts Depot and beginning in December, 2000 for all Parts Operations, holiday pay that has been converted to Paid Absence Allowance between the Christmas Holiday Period and the balance of the vacation year as defined in Section (104) will be available for employee utilization through the first

Saturday following the Labor Day holiday. To assist in implementing this provision the following guidelines will be utilized:

1. December through April converted PAA may be carried over.
2. During the period December through April, PAA used will first be charged against an employee's PAA before PAA attributable to holiday conversion can be used.
3. Unused Paid Absence Allowance hours earned from holiday conversion December to May will not be paid out to employees in May unless the employee elects in writing by April 1, to receive the payout in May. If an election is not made such unused hours will be carried over and, if not used through the first Saturday following the Labor Day holiday, will be paid out during the second pay period following the week in which the Labor Day holiday occurs. (During this May to September period, PAA resulting from any December through April holiday conversion will first be charged against an employee's PAA.)
4. PAA resulting from holiday conversions from May through November will not be covered by these provisions and will be treated like basic PAA for utilization and pay out purposes.

The foregoing should help avoid the March/April absenteeism issues and also allow employees the opportunity to use the holiday conversion PAA during the summer months.

Either party may cancel the provisions of this letter by providing written notification thirty (30) days prior to December 1, of any year.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

**MOPAR**  
**Unused Paid Absence Allowance**  
**Election to Receive All Unused PAA**  
**In May Vacation Pay-in-Lieu Payments**

The recent contract settlement provides that Holiday Pay for December through April Holidays that was converted to PAA and is unused as of May 1 will not automatically be included in the May PILV payment. Instead, the unused converted PAA will be carried over for use during the period May 1st through September 10th. Such carried over PAA that is still unused as of September 9, 2000 will be paid out by the end of September.

Employees who do not wish to carry over this unused converted PAA and who prefer to receive this unused converted PAA with their May PILV payment, as outlined in Section (104) (d) (iii) of the National Agreement, must complete and return this election form to the Office Administrator no later than April 1st.

Please provide the following information:

**PRINT THE FOLLOWING**

NAME \_\_\_\_\_  
Last First Middle Initial

CHRYSLER I.D. (CID) NUMBER \_\_\_\_\_

\_\_\_\_\_  
Signature (employee) Date

\_\_\_\_\_  
Signature (supervisor) Date

**NOTE: For all employees, regardless of whether or not an employee elects to carry over unused eligible converted PAA hours, all other PAA hours that are unused as of April 30, 20xx will be included in the employees' PILV payment on May 19, 20xx.**

cc: Supervisors  
Union Representative

December 16, 2019

(16A) Commitment to Quality & Productivity

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada

During the course of the 2019 Negotiations, the parties discussed the significant challenges that Mopar faces from both internal and external forces and that Mopar is increasingly being challenged to substantially improve the cost structure and enhance service quality and productivity.

In recognition of the importance of Mopar's Quality and Productivity Policy (having the right part or product at the right place, at the right time), the parties agreed that the Joint Leadership must provide a means to conduct quality and productivity awareness reviews of individual employee performance.

To effectively help in the recognition of good performance and identification of improvement opportunities, a standardized review process has been developed utilizing WCL methodology and tools. This Quality / Performance Recognition Process will help each PDC's Joint Leadership team manage the Quality and Performance components at our PDC's.

A recognition process and corrective action will be implemented to support employee accountability and continuous improvement at all of our PDC's utilizing WCL methodology and tools.

It is critical that all Mopar locations fully utilize this process to ensure Mopar's quality of shipments and productivity are at

Industry Benchmark Levels. The Company affirms that warehouse management systems are not to be used solely as the basis for disciplinary action.

Any administrative or implementation issues may be forwarded to the World Class Logistics Steering Committee for resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

**MOU-01**

## **MEMORANDUM OF UNDERSTANDING ON DEDICATED DELIVERY SERVICE**

MEMORANDUM OF UNDERSTANDING entered into this 29th day of September, 2003, between DaimlerChrysler Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, hereinafter UAW.

WHEREAS, DaimlerChrysler has established an expedited delivery service known as "Dedicated Delivery Service" at each of its Parts Distribution Centers (P.D.C.) in the United States for the purpose of delivering parts and accessories to dealers; and

WHEREAS, employees assigned to load parts and accessories into trailers engaged in Dedicated Delivery Service at certain Parts Distribution Centers have been secured on a contract basis from outside delivery firms; and

WHEREAS, DaimlerChrysler believes it would be more efficient to assign its own employees to perform the work of loading such trailers.

NOW, THEREFORE, it is hereby agreed as follows:

1. This MEMORANDUM OF UNDERSTANDING applies to all Parts Distribution Centers, notwithstanding the fact that at a number of these Parts Distribution Centers DaimlerChrysler employees are presently assigned to perform the work of loading the trailers.

2. When DaimlerChrysler determines to accept bids for the transportation services to be performed at the Parts Distribution Centers where the employees presently assigned to load parts and accessories into trailers have been secured on a contract basis from outside delivery firms, DaimlerChrysler will advise the firms from which it is accepting bids that it is DaimlerChrysler's intent to assign its own employees to perform the work of loading the trailers.

3. In the event a labor organization which currently represents employees performing the work of loading trailers engaged in Dedicated Delivery Service asserts a jurisdictional claim to such work, the work shall remain under the jurisdiction of said labor organization until such time as said labor organization agrees to relinquish the work to the UAW, or until an impartial arbitrator selected by the parties or the appropriate governmental agency determines which labor organization should properly be assigned the work.

4. If any jurisdictional dispute, as set forth in paragraph 3 above, is resolved in favor of the UAW at a particular Parts Distribution Center, the work of loading trailers engaged in Dedicated Delivery Service at that P.D.C. will be assigned to employees of the P.D.C. in the existing collective bargaining unit represented by the UAW.

5. The work of switching, spotting trailers and checking trailer loads will continue to be done by employees of the outside firms.

6. Notwithstanding any overtime agreement or practice to the contrary, all overtime required to perform the work of loading trailers engaged in Dedicated Delivery Service shall be mandatory.

7. The establishment of required manpower necessary to perform the loading of trailers engaged in Dedicated Delivery Service shall be determined by the local Parts Distribution Center Management.

The foregoing Memorandum constitutes the full Agreement between DaimlerChrysler and the UAW on the issue of Dedicated Delivery Service and it supersedes any and all agreements relating to this subject.

INTERNATIONAL UNION, UAW

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DAIMLERCHRYSLER CORPORATION

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**MEMORANDUM OF UNDERSTANDING  
COMMUNICATION AND JOINT  
EFFORTS TO ACHIEVE WORLD  
CLASS QUALITY AND EFFICIENCY**

During these negotiations, the parties raised numerous issues which impact the Customer, the Bargaining Unit, and Management. After considerable discussion, it became apparent that the lack of meaningful continuous communication is the most prominent common thread throughout the parties concerns. The parties expressed their sincere belief that most problems experienced at the local level can be resolved with open, honest, and continuous communication.

The Company and the Union recognized that communication is linked to quality, efficiency, and customer satisfaction. It was further recognized that the combination of such items creates job security. The parties reaffirmed their belief that mutual respect and recognition of the others concern is essential to create an atmosphere in which communication, quality, efficiency, customer satisfaction, and job security can flourish.

Therefore the Company and the Union have incorporated the following understandings relative to Continuous Communication, Joint Quality and Efficiency Initiatives, Utilization of the Workforce, and Manpower Utilization during Holiday Periods. This memorandum of understanding serves as a framework between Management and the Union, enabling an environment of continuous communication through open, honest and frequent dialogue between the

parties. It is mutually recognized and agreed that the best form of job security is created in an environment in which Management and Union work together in all aspects of the operation.

### **Continuous Communication**

During these negotiations the parties discussed at great length the need for continuous, open communications and regular meetings. The parties acknowledged that good communication does not just happen, and thus cannot be created by mandating meetings or the exchange of verbal and written information, although such formats are sometimes necessary and productive. Therefore the parties agreed that Local Management and the Local President or Chairperson will meet on an informal basis at least weekly, at a mutually agreeable time, to discuss issues and topics of interest to the parties.

### **Joint Quality and Efficiency Initiatives**

The parties will work together to develop joint initiatives to improve quality, enable cost effective methods, processes, improved operating efficiencies and remove barriers to improvement, while ensuring the product is available when the customer wants it. In developing those initiatives, the parties recognize the importance of measuring progress and of communicating to all employees such progress towards quality and efficiency objectives. In establishing the foregoing, the local parties shall review and modify as required operating processes, ensuring that equipment, facility or personnel issues do not inhibit an employee's ability to achieve personal and/or organizational quality and efficiency objectives.

## **Utilization of the Workforce**

The parties discussed at length how the parts distribution business is becoming increasingly more competitive, and how our customers are continuously demanding shipments of parts in a fashion which is quicker, cheaper, and more accurate than ever before. The parties recognize that job security is created through our ability to exceed customer expectations and meet the competition head on.

## **Manpower Utilization during Holiday Periods**

The parties also discussed at length the need to secure a workforce to perform work to satisfy customer demand during holiday periods while also affording employees the opportunity to enjoy negotiated holidays. The parties discussed past difficulties in securing an adequate workforce to meet customer demand, and agreed such difficulties may have been the result of poor planning and poor communication.

To ensure that an appropriate balance is reached in future scheduling, the parties have agreed that the Parts Distribution Center Management, Local President or Chairperson shall meet at least four (4) weeks prior to such holiday periods to thoroughly review a location's specific means and methods, which can be acted upon to ensure that customer demand will be met.

To that end it was agreed that the required discussions relative to holiday work schedules shall be open, honest and sincere. The parties shall, through their best efforts, first attempt to obtain sufficient volunteers to complete the required work within the required period of time. When sufficient volunteers

can not be secured to meet demand during these periods, the parties will seek other alternatives (e.g., cross classification utilization of employees; alternative start times; partial work days; utilization of temporary employees; utilization of vacation replacement employees outside the traditional window; extended shifts; pre and post holiday premium period overtime; parts order preplanning coordination with dealers; stock keeping on a day(s) other than the holiday(s); and/or other methods which may apply from time to time).

If despite the good faith efforts of the local parties, the projected available manpower during the holiday period is insufficient to adequately address the needs of customers and the dealer body, the matter will be referred to Corporate Employee Relations and the International Union, UAW who will jointly provide their best efforts toward ensuring that the needs of customers and the dealer body are met.

## **Conclusion**

The Company and Union recognize that quality and operating efficiency are vital to job security and that a high level of quality and operating efficiency requires mutual respect, communication, and recognition of each others problems and concerns. At the annual meeting, each Local PDC Manager and Local Union will review with Divisional Management, Corporate Employee Relations and the International Union, UAW, the PDC's plans with respect to the above items and other issues relative to its ability to compete in the market.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes will not be effective unless agreed to by the local parties involved and approved in writing by the Employee Relations Staff of the Company and the UAW, FCA Department of the International Union. Such changes will be effective only at the location(s) specifically designated and would require no further ratification.

INTERNATIONAL UNION, UAW

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