

# Agreements

between

**FCA US LLC**

**FCA**

FIAT CHRYSLER AUTOMOBILES

and the



November 20, 2023

**ENGINEERING**

**OFFICE & CLERICAL**

## TABLE OF CONTENTS

	Section	Page
<b>PURPOSE AND INTENT .....</b>		4
<b>RECOGNITION</b>		
Employees Covered.....	1	5
Management Rights.....	2	5
Excluded Personnel .....	3	6
Equal Application of Agreement.....	4	6
<b>NO STRIKE OR LOCKOUT</b>		
Strike Prohibited.....	5	7
Cancellation of Agreement.....	6	8
Right to Discipline.....	7	8
Lockout Prohibited .....	8	9
<b>UNION SECURITY</b>		
Requirement of Union Membership.....	9	9
Payment by Check-Off or Direct to Union .....	10	10
Check-Off .....	11	10
Deductions.....	12	14
Indemnification.....	13	15
Conflict with State Law .....	14	15
<b>REPRESENTATION</b>		
Number of Districts.....	15	17
Stewards.....	16	17
Special Conferences.....	17	19
<b>GRIEVANCE PROCEDURE</b>		
Time of Answers.....	18	20
Presenting a Grievance .....	19	21
Step 1 .....	20	21
Step 2 .....	21	22
Regional Review and Appeal to Appeal Board ....	22	24
Membership of Appeal Board.....	23	26
Authority of Appeal Board .....	24	27
Time of Appeals .....	25	28
Time Limit on Claims .....	26	29
Payment of Back Pay Claims .....	27	30
Computation of Back Wages.....	28	30
Retroactive Adjustments .....	29	31
Withdrawal of Cases.....	30	31
Finality of Decisions .....	31	31
Appeal for Interpretation .....	32	32

	Section	Page
<b>DISCHARGE AND DISCIPLINE</b>		
Maintenance of Discipline .....	33	32
Notice of Suspension, Disciplinary Layoff or Discharge .....	34	33
Union Representation .....	35	34
Appeal of Discharge .....	36	34
Use of Past Record .....	37	35
<b>SENIORITY</b>		
Probationary Employees.....	38	35
Employee Defined.....	39	37
Seniority Defined .....	40	37
Seniority Lists .....	41	38
Loss of Seniority .....	42	38
Seniority of Stewards .....	43	40
Seniority of Officers.....	44	41
Medical Cases .....	45	42
Shift Preference Agreements.....	46	43
Overtime Agreements.....	47	44
Local Agreements.....	48	44
<b>LAYOFF AND RECALL</b>		
Layoff Definitions.....	49	44
Temporary Adjustments Procedure .....	50	45
Notice of Layoff .....	51	45
Layoff Procedure .....	52	46
Recall Procedure .....	53	53
Work Opportunity for Laid Off Employees.....	54	53
Offer of Work Under S.U.B.P. ....	55	55
<b>TRANSFER AND PROMOTION</b>		
Transfer of Employees.....	56	56
Transfer of Operations .....	57	59
Other Transfers .....	58	61
Discontinuance of Operations .....	59	61
Promotions.....	60	62
Better Jobs Within Unit .....	61	65
<b>VETERANS</b>		
Reinstatement of Seniority Employees.....	62	66
Reinstatement of Probationary Employees.....	63	67
Veterans' Laws.....	64	67
Educational Leave of Absence for Veterans.....	65	68
<b>LEAVE OF ABSENCE</b>		
Leave for Good Cause .....	66	68
Leave for Union Business .....	67	74

	Section	Page
<b>WORKING HOURS</b>		
Shift Premium and Hours.....	68	76
Time and One-Half .....	69	77
Double Time .....	70	77
Holiday Provisions .....	71	77
Failure to Report for Holiday Work.....	72	82
Effect of Unemployment Compensation.....	73	82
Overtime Pyramiding Prohibited.....	74	83
<b>VACATION</b>		
Eligibility.....	75	83
Vacation Period.....	76	86
Transfer and Termination .....	78	89
Rate During Vacation.....	79	90
<b>SALARY CONTINUATION PLAN</b>		
Purpose .....	80	91
Employees Covered.....	81	91
Disability Absence .....	82	91
Disability Benefits .....	83	92
Salary Continuation Payments .....	84	92
Maximum Period.....	85	92
Proof of Disability.....	86	94
Modification or Rescission.....	87	95
<b>UNION BULLETIN BOARDS</b>		
Placing of Bulletin Boards and Limits on Use .....	88	95
<b>CHANGE OF ADDRESS</b>		
Notification Change of Address.....	91	96
<b>WAGES</b>		
Cost-of-Living Allowance .....	92	96
Wage Rate and Classification Information.....	94	101
Rates for New Jobs.....	95	101
Performance Reviews.....	96	102
<b>CONCLUSION</b>		
Withdrawal of Demands and Separability of Provisions.....	97	103
Ratification.....	98	104
Termination and Modification.....	99	104
Notice.....	100	105

## **Memorandum**

<b>No.</b>	<b>Subject</b>	<b>Page</b>
M-1	Salary Grades and Progression Application Supplement .....	108
M-2	Union Dues Deductions .....	117
M-4	Seniority Attainment .....	123
M-5	Section (4) Investigations .....	127
M-6	New Technology .....	131
M-7	Special Arbitration Program .....	137
M-8	Salary Classification and Grade Supplement.....	142
M-10	Sourcing and Job Security .....	180
M-11	Drug Testing .....	207
M-12	Return to "Home" Unit .....	210
M-13	Health and Safety .....	214
M-14	Employee Development .....	268
M-15	Employee Development .....	284
M-16	Job Security and Work Assignment Dispute .....	287
M-17	Regarding Layoff Status for Employees in Belvidere .....	291

## **Supplemental Agreement**

<b>No.</b>	<b>Subject</b>	<b>Page</b>
S-1	Preventing Erosion of Bargaining Units .....	293
S-2	Salaried Bargaining Unit Temporary Employees .....	298

## **LETTERS**

<b>Subject</b>	<b>Letter No.</b>	<b>Page</b>
Transfer with Operations.....	1	302
Salaried Employees Council.....	2	303
Displacement.....	3	304
Plant Closing .....	4	306
Casual Absence .....	5	307
Continuous Service .....	6	307
Salary Pay Practices .....	7	309
Plant Closing and Sale Moratorium.....	9	312
Holiday Week.....	11	313
Employee-Retiree New Vehicle Purchase/ Lease Programs .....	12	314
Temporary Hires .....	13	315
New Hires .....	14	317
Sale of Operations .....	15	318
Notice of New Systems and Methods .....	16	318
Discrimination and Harassment Prevention.....	20	319
Review Personnel Records.....	21	324

## LETTERS

Subject	Letter No.	Page
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 .....	23	324
Layoff Notification.....	24	326
Encouraging Suppliers to Hire Laid Off Employees.....	25	326
World Class Employee Participation.....	30	327
Career Advancement.....	31	331
Overtime.....	35	332
Travel Time .....	36	333
Salary Continuation Procedures.....	37	334
Diversity Training .....	38	336
Absenteeism.....	41	337
Seniority of Officers.....	42	338
Restricted Area.....	43	338
New Hire Orientation Program .....	45	339
Vacation.....	47	340
Qualifying Periods.....	50	341
Supervisory Ratio.....	53	342
Multiple Starting Times.....	54	344
Activities Representative – Kokomo/ITP and Belvidere.....	56	345
Interpretation-Section (1)(b)(Eng.).....	57	346
Tuition Assistance Plan.....	60	347
Benefit Plans Representative .....	62	350
Grievances/Special Conferences .....	63	353
Salary Apprentice Seniority.....	64	355
Safety and Health Audits .....	65	356
Plant Vacation Shutdown.....	67	358
Pregnancy Leave.....	68	359
Flexible Starting Times.....	69	360
Employee Assistance Program .....	70	361
Access to Procurement and Supply .....	71	366
Use of Past Record .....	73	367
Employee Assistance Program Representative .....	74	368
Suppliers In Plants.....	75	371
Hiring Practices .....	77	372
Time Limit on Claims .....	79	373
Associations – Other Joint Venture Companies .....	82	374
Joint Activities Representative.....	93	374
National and Local Training .....	95	377
Cooling Off Period.....	100	379
College Credit Certificate/Certification Program .....	104	380

## LETTERS

Subject	Letter No.	Page
Reinstated Grievances .....	107	380
Pre-Retirement Leaves .....	108	382
Short-Term Military Duty .....	109	385
Mergers, Etc. ....	111	386
Dimensional Analysis (Eng.) .....	112	387
Product Purchase Programs .....	115	388
Resident/Quality Engineers .....	116	389
Union and Company Awareness .....	117	390
Youth Programs .....	121	391
Appeal Board Rules of Procedure .....	122	392
Americans with Disabilities Act .....	123	398
Equal Application Representation .....	124	399
Tobacco Smoking in the Workplace .....	125	400
Recycling Programs .....	126	401
Call-In Pay .....	127	402
Technology Training Center .....	130	402
Training - Civil Rights and Equal Application Committees .....	131	404
Sexual Harassment Counseling for New Hires .....	132	405
Union Dues Deductions .....	133	406
Extension of Seniority Recall Rights .....	136	407
Product Development and Product Transformation .....	139	407
Possible Changes in Corporate Structure .....	140	409
Salaried Skilled Trades Hiring Minimum .....	142	410
Employees Called to Duty with Reserve Forces .....	147	411
Family and Medical Leave Act of 1993 .....	148	412
Payroll Direct Deposit .....	149	413
Payroll Matters .....	151	414
Wage Inequities .....	152	415
Medical Treatment During Working Hours .....	153	416
New Technology .....	154	417
Personal Information Security & Employee Privacy .....	155	418
Working on a Holiday/Vacation Conversion Option .....	156	419
UAW-Chrysler Scholarship Program for Dependent Children .....	160	419
Payment of Shift Premium During In-Plant Training .....	168	421
Up-Front Lump Sum Payment .....	169	422
Local Technical Training Committee .....	170	423
Employee New Vehicle Purchase Program Ordered Vehicles/U.S. Build .....	172	425
UAW/POW/MIA Flag .....	173	426

## LETTERS

Subject	Letter No.	Page
Apprentices – Fulfillment of Training		
Requirements .....	182	427
Section (45) .....	183	428
Salary Bargaining Unit Flexibility .....	184	429
Notice of Open Job Opportunities		
within the Unit .....	185	430
Salaried Bargaining Unit Placement Election		
to Hourly .....	186	431
Die Design Resource Allocation .....	187	432
Product Design Concept Vehicles .....	188	433
Tooling Analysis Group (TAG) .....	190	434
Metrology Laboratory .....	191	435
Work Place Behavior .....	194	435
EAP Representative Internal Certification .....	195	436
Office and Clerical Classification Consolidation .....	196	437
Placement and Workforce Utilization .....	197	438
Presence at Work .....	199	440
Future Competitiveness Objective (FCO) .....	200	442
Out-of-State PDC Training .....	201	443
311 Training .....	202	444
Plant Level Launch Teams .....	203	445
Consideration for Promotions or		
Lateral Transfers .....	204	445
Onsite Contractor Notification .....	205	446
3D Printing .....	206	447
Skilled Trades - Broken or Damaged Tools .....	209	448
Warranty and Service Agreements .....	211	449
Notice of Suspension .....	213	450
Rideshare Programs .....	214	451
Salaried Skilled Trades Full Utilization .....	216	451
Plant Closing .....	217	453
Sunday Double Time Clarification .....	219	454
Sourcing Financial Data .....	221	455
Re-Employment of Retirees .....	222	456
Employment Referral Guidelines .....	223	457
Military New Vehicle Purchase/Lease .....	224	458
Plant Idling .....	225	459
Superseniority .....	226	459
Representation .....	227	460
Shift Premium for Working Sixteen (16) Hours .....	229	461
Relationship with UAW .....	230	461
Work Assignment Disputes .....	231	463
Understanding on Recognition Agreements .....	232	464
Supplier Relations and Collaboration .....	233	465
Sourcing Administration .....	234	468



## LETTERS

Subject	Letter No.	Page
Benefit Plans Representative		
Arizona Proving Grounds.....	235	469
Salaried Bargaining Unit New Hire Plan.....	236	470
Schedule "A" Understanding.....	238	471
Sourcing & Job Security Commitment Letter.....	239	472
Supplier Corporate Citizenship.....	240	474
Salaried Bargaining Unit Insourcing Review.....	241	477
M-10 Outsourcing Make-Buy Rationale.....	242	478
Unit Chairperson Leaving the Facility .....	243	479
Paid Parental Leave .....	244	479
Incentive Program for Retirement .....	245	482
Drug and Alcohol Program for a Safe Workplace .....	246	483
Safety Summit.....	247	485
Joint Public Health Committee .....	248	486
Veteran Job Opportunities.....	249	487
Veterans with Service-Connected Disabilities.....	250	488
Make Buy Studies .....	251	488
Local Arbitration Program .....	252	489
Payroll Deductions to Obtain Company Vehicles.....	253	492
Employee Engagement.....	254	492
Salaried Bargaining Unit Outsourcing Moratorium.....	255	493
Dual Source.....	256	495
U.S. Investment .....	257	497

Letters of Subject	Letter No.	Page
<b>ABSENTEEISM</b>		
Casual Absence.....	5	307
Absenteeism .....	41	337
<b>COUNCILS</b>		
Salaried Employees Council .....	2	303
World Class Employee Participation.....	30	327
New Technology .....	154	417
<b>DISCHARGE AND DISCIPLINE</b>		
Use of Past Record .....	73	367
Cooling Off Period.....	100	379
Notice of Suspension .....	213	450
<b>EMPLOYMENT CONSIDERATIONS</b>		
Discrimination and Harassment Prevention.....	20	319
Review Personnel Records.....	21	324
New Hire Orientation Program .....	45	339

<b>Letters of Subject</b>	<b>Letter No.</b>	<b>Page</b>
Americans with Disabilities Act .....	123	398
Equal Application Representation.....	124	399
Sexual Harassment Counseling for New Hires .....	132	405
Personal Information Security & Employee Privacy .....	155	418
Re-Employment of Retirees .....	222	456
Employment Referral Guidelines .....	223	457
<b>GRIEVANCE PROCEDURE</b>		
Restricted Area .....	43	338
Grievances/Special Conferences.....	63	353
Time Limit on Claims .....	79	373
Reinstated Grievances .....	107	380
Appeal Board Rules of Procedure.....	122	392
<b>HOLIDAY PAY</b>		
Holiday Week.....	11	313
Working on a Holiday/Vacation Conversion Option.....	156	419
<b>LAYOFF AND RECALL</b>		
Displacement.....	3	304
Layoff Notification.....	24	326
Encouraging Suppliers to Hire Laid Off Employees.....	25	326
Extension of Seniority Recall Rights .....	136	407
<b>MISCELLANEOUS</b>		
Associations - Other Joint Venture Companies.....	82	374
Recycling Programs.....	126	401
Union Dues Deductions.....	133	406
Possible Changes in Corporate Structure .....	140	409
Payroll Direct Deposit .....	149	413
Payroll Matters.....	151	414
UAW/POW/MIA Flag.....	173	426
Apprentices – Fulfillment of Training Requirements.....	182	427
Future Competitiveness Objective (FCO) .....	200	442
Out-of-State PDC Training.....	201	443
311 Training .....	202	444
Skilled Trades - Broken or Damaged Tools.....	209	448
Rideshare Programs.....	214	451
Relationship with UAW .....	230	461
Supplier Corporate Citizenship.....	240	474

<b>Letters of Subject</b>	<b>Letter No.</b>	<b>Page</b>
<b>NATIONAL TRAINING CENTER PROGRAMS</b>		
Diversity Training.....	38	336
Safety and Health Audits .....	65	356
Employee Assistance Program.....	70	361
National and Local Training .....	95	377
College Credit Certificate/Certification Program ....	104	380
Pre-Retirement Leaves .....	108	382
Union and Company Awareness .....	117	390
Youth Programs .....	121	391
Tobacco Smoking in the Workplace.....	125	400
Technology Training Center .....	130	402
Training - Civil Rights and Equal Application Committees .....	131	404
UAW-DaimlerChrysler Scholarship Program for Dependent Children .....	160	419
Local Technical Training Committee .....	170	423
<b>RECOGNITION</b>		
Interpretation-Section (1)(b)(Eng.).....	57	346
Work Assignment Disputes.....	231	463
Schedule 'A' Understanding .....	238	471
<b>REPRESENTATION</b>		
Seniority of Officers.....	42	338
Activities Representative – Kokomo/ITP and Belvidere .....	56	345
Benefit Plans Representative.....	62	350
Employee Assistance Program Representative .....	74	368
Joint Activities Representative .....	93	374
Representation .....	227	460
Benefit Plans Representative Arizona Proving Grounds .....	235	469
<b>SENIORITY</b>		
Continuous Service .....	6	307
Temporary Hires .....	13	315
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 .....	23	324
Salary Apprentice Seniority .....	64	355
Hiring Practices.....	77	372
Superseniority.....	226	459

<b>Letters of Subject</b>	<b>Letter No.</b>	<b>Page</b>
<b>SOURCING AND JOB SECURITY</b>		
Plant Closing.....	4	306
Plant Closing and Sale Moratorium .....	9	312
Sale of Operations.....	15	318
Notice of New Systems and Methods .....	16	318
Supervisory Ratio .....	53	342
Access to Procurement and Supply.....	71	366
Suppliers In Plants.....	75	371
Mergers, Etc .....	111	386
Dimensional Analysis (Eng.).....	112	387
Resident/Quality Engineers .....	116	389
Product Development and Product Transformation .....	139	407
Plant Level Launch Teams.....	203	445
Onsite Contractor Notification.....	205	446
3D Printing.....	206	447
Warranty and Service Agreements.....	211	449
Salaried Skilled Trades Full Utilization.....	216	451
Plant Closing.....	217	453
Sourcing Financial Data.....	221	455
Plant Idling .....	225	459
Understanding on Recognition Agreements.....	232	464
Supplier Relations and Collaboration .....	233	465
Sourcing Administration.....	234	468
Sourcing & Job Security Commitment Letter.....	239	471
Salaried Bargaining Unit Insourcing Review.....	241	477
M-10 Outsourcing Make-Buy Rationale.....	242	478
<b>TRANSFER AND PROMOTION</b>		
Transfer with Operations.....	1	302
New Hires .....	14	317
Career Advancement.....	31	331
Qualifying Periods.....	50	341
Consideration for Promotions or Lateral Transfers .....	204	445
<b>VACATION SCHEDULING AND LEAVE OF ABSENCE</b>		
Vacation.....	47	340
Plant Vacation Shutdown.....	67	358
Pregnancy Leave .....	68	359
Short-Term Military Duty.....	109	385
Employees Called to Duty with Reserve Forces .....	147	411
Family and Medical Leave Act of 1993.....	148	412
Section (45) .....	183	428

Letters of Subject	Letter No.	Page
<b>VEHICLE PURCHASE PLAN</b>		
Employee-Retiree New Vehicle Purchase/ Lease Programs.....	12	314
Product Purchase Programs.....	115	388
Employee New Vehicle Purchase Program Ordered Vehicles/US Build.....	172	425
Military New Vehicle Purchase/Leases.....	224	458
<b>WAGES AND CLASSIFICATIONS</b>		
Salary Continuation Procedures.....	37	334
Salaried Skilled Trades Hiring Minimum .....	142	410
Wage Inequities .....	152	415
Medical Treatment During Working Hours.....	153	416
Payment of Shift Premium During In-Plant Training .....	168	421
Up-Front Lump Sum Payment .....	169	422
Sunday Double Time Clarification .....	219	454
Salaried Bargaining Unit New Hire Plan .....	236	470
<b>WORKING HOURS</b>		
Salary Pay Practices.....	7	309
Overtime .....	35	332
Travel Time .....	36	333
Multiple Starting Times .....	54	344
Flexible Starting Times .....	69	360
Call-In Pay .....	127	402
Shift Premium for Working Sixteen (16) Hours.....	229	461
Unit Chairperson Leaving the Facility .....	243	479

SHADING REPRESENTS NEW  
LANGUAGE IN THE 2023 AGREEMENT

## **Agreement Date / Union List**

**Agreements\* Entered Into on This  
Twentieth Day of November, 2023**

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

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

**United Automobile, Aerospace  
and Agricultural Implement  
Workers of America**

72	212	412	509	573
597	1212	1284	1302	1435
1761	1929	2149	723	

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

**United Automobile, Aerospace  
and Agricultural Implement  
Workers of America**

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

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

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

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

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

## **ENGINEERING INDEX OF UNITS**

1. Product Planning and Development  
(Local 412 - Unit 1)
2. Product Planning and Development  
(Local 412 - Unit 10)
3. Product Planning and Development  
(Local 412 - Unit 14)
4. Automotive Sales Group (Local 412 - Unit 32)
5. Chelsea Proving Grounds (Local 1284)
6. Belvidere Assembly (Local 1761)
7. Detroit Assembly Complex Jefferson  
(Local 412 - Unit 2)
8. Warren Truck Assembly (Local 412 - Unit 17)
9. Arizona Proving Grounds (Local 509)
10. Kokomo Transmission (Local 1302 - Unit 1)  
Indiana Transmission I (Local 1302 - Unit 1)  
Kokomo Engine Plant (Local 1302 - Unit 1)  
Tipton Transmission (Local 1302 - Unit 1)
11. Kokomo Casting (Local 1302 - Unit 4)
12. Toledo Machining (Local 1435 - Unit 4)
13. Sterling Heights Assembly (Local 412 - Unit 51)
14. Detroit Assembly Complex Mack (Local 412 - Unit 9)
15. Advance Power Train Manufacturing Engineering  
(Local 412 - Unit 25)
16. Advance Stamping Manufacturing Engineering  
(Local 212 - Unit 77)  
Manufacturing Engineering (Local 212 - Unit 77)
17. Sterling Stamping (Local 412 - Unit 7)
18. Warren Stamping (Local 412 - Unit 18)
19. Parts Division (Local 412 - Unit 23)
20. Trenton Engine Complex (Local 412 - Unit 25)
21. Dundee Engine Plant (Local 723 - Unit 17)

## OFFICE AND CLERICAL INDEX OF UNITS

1. Warren Truck Assembly (Local 889 - Unit 1)
2. Belvidere Assembly (Local 1761)
3. Chrysler Technology Center (Local 889 - Unit 74)
4. Detroit Assembly Complex Jefferson (Local 889 - Unit 3)
5. Mopar Vehicle Protection (Local 889 - Unit 4)
6. Detroit Assembly Complex Mack (Local 889 - Unit 6)
7. Dallas Parts Depot (Local 2360)
8. Kokomo Transmission (Local 1302 - Unit 3)  
Indiana Transmission I (Local 1302 - Unit 3)  
Kokomo Engine Plant (Local 1302 - Unit 3)  
Tipton Transmission (Local 1302 - Unit 3)
9. Kokomo Casting (Local 1302 - Unit 3)
10. Toledo Machining (Local 1435 - Unit 3)
11. Chrysler Pilot Operations (Local 212)
12. Warren Stamping (Local 889 - Unit 8)
13. Sterling Stamping (Local 889 - Unit 9)
14. Center Line Parts (Local 889 - Unit 10)
15. Marysville Parts (Local 889 - Unit 11)
16. New York Parts (Local 3039)
17. Boston Parts (Local 422)
18. Denver Parts (Local 186)
19. Orlando Parts (Local 1649)
20. Los Angeles Parts (Local 230)
21. Minneapolis Parts (Local 125)
22. FCA Transport, Inc. (Local 212)
23. International Supply Operations (Local 889 - Unit 12)
24. Sterling Heights Assembly (Local 889 - Unit 14)
25. Cleveland Parts (Local 573)
26. Milwaukee PDC (Local 75)
27. Trenton Engine Complex (Local 889 - Unit 7)
28. Atlanta Parts (Local 868)
29. Winchester Parts (Local 946)
30. Romulus (Local 889 - Unit 10)



## **Purpose and Intent**

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

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

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

## **RECOGNITION**

### **(1) Employees Covered**

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

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

### **(2) Management Rights**

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

### **(3) Excluded Personnel**

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

### **(4) Equal Application of Agreement**

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

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the Grievance Procedure. Any such claim appealed to Step 2 of the Grievance Procedure must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. After the grievance is answered in the Second Step, the Regional Director of the Union or his designated representative and/or the Local Union President or his designated representative may refer the claim to the Chairman of the Civil Rights Committee of the Local Union for a factual investigation and report. The member of the Civil Rights Committee designated by the Chairman

to investigate the claim shall not be paid by the Company for any time spent on such activity.

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

## **NO STRIKE OR LOCKOUT**

### **(5) Strike Prohibited**

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

from the Company at their regular salary rates for time spent in such meetings provided they would otherwise have worked in the plant. Such notice shall be valid for only sixty (60) working days unless extended by mutual agreement.

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

## **(6) Cancellation of Agreement**

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

## **(7) Right to Discipline**

The Company reserves the right to discipline any employee taking part in any violation of Section (5) of this Agreement, provided that no employee will be discharged or permanently replaced for refusal to cross a lawful primary picket line that is (i) sanctioned by the Union or another labor organization and (ii)

does not violate Section (5) of this Agreement.

## **(8) Lockout Prohibited**

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

## **UNION SECURITY**

### **(9) Requirement of Union Membership**

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

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

(c)--Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.

(d)--An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

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

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

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

### **(11) Check-Off**

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

“AUTHORIZATION FOR  
CHECK-OFF OF DUES

“Date.....

“C-ID.....

“Plant.....

“TO: FCA US LLC

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

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

“If a collective bargaining agreement between  
the Company and the Union is in effect on the date  
of this assignment, authorization and direction, it  
shall become operative forthwith. Otherwise, this  
assignment, authorization and direction shall become  
operative upon the ratification of the collective  
bargaining agreement between the Company and the  
Union dated **November 20, 2023**.

“This assignment, authorization and direction  
shall be irrevocable for one (1) year from the date  
thereof and unless revoked at the end of such year  
as provided herein shall be automatically renewed  
for successive periods of one year. Revocation may



be made only by written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the expiration of each one (1) year period. Provided, however, that, in addition thereto, this authorization may be revoked by a written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the termination date of each applicable collective bargaining agreement between the Company and the Union. Failure to revoke this assignment, authorization and direction during the second ten (10) day period before the termination date of a collective bargaining agreement shall not by itself extend the assignment, authorization and direction beyond its next anniversary date.

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

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

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

“ .....

(Signature of Employee here)

“ .....  
(Address of Employee)

“ .....  
(Type or print name of Employee here)

C-ID

“Name.....Local Union No.....

“Address.....

C-ID.....”  
.....

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

**“STATEMENT CONCERNING UNION  
MEMBERSHIP AS A CONDITION OF  
CONTINUED EMPLOYMENT**

The Agreements between FCA US LLC International Union, United Automobile, Aerospace and Agricultural Implement Workers (UAW), and certain of its Local Unions dated November 20, 2023, require all employees the Agreements cover to become and remain members of the Union to the extent of tendering an initiation fee and membership dues as set forth in the Agreements, except in states where such provisions are invalid.

Under said Agreements, new employees may join the Union immediately after they are hired, but they do not have to become members or pay initiation fees or dues until the fortieth (40th) day following the beginning of their employment.

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

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

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

## **(12) Deductions**

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

### **(13) Indemnification**

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

### **(14) Conflict with State Law**

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

(b)--If and when the court of last resort of such state shall hold by final judgment or decree not subject to further review that an employer and a Union may, by agreement, require employees of plants located in such state, as a condition of employment, to pay to a Union amounts that are equivalent to the periodic membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or a statute of any such state shall expressly so provide then, and in either event, employees of plants in such state who are covered by this Agreement on the date when such judgment or decree becomes final, or such statute becomes effective, shall, as a condition of employment, pay to the Union such amounts that are equivalent to the

periodic membership dues and initiation fees on or before the fortieth (40th) day following said date, and employees hired, rehired, reinstated, or transferred into such plants after said date and who are covered by said Agreement shall, as a condition of employment, pay to the Union such amounts that are equivalent to the periodic membership dues and initiation fees on or before the fortieth (40th) day following the beginning of their employment in such plant. Employees who tender amounts equal to said membership dues and, if not already a member, initiation fees, and who are not more than thirty (30) days in arrears in paying the equivalent of periodic dues, shall be deemed to have met the conditions of Section (9) of this Agreement. If any such final judgment or decree, as described above, is later reversed or otherwise modified or nullified, or if the laws of any such state are later amended or are construed by that state's highest court to prohibit arrangements such as this Paragraph provides, this Paragraph of this Agreement shall terminate. Otherwise, it shall continue in full force and effect until the expiration of this Agreement.

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

## **REPRESENTATION**

### **(15) Number of Districts**

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

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

### **(16) Stewards**

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

as there is work scheduled in his district he can do and any of his respective constituents are working. The Steward will be notified of overtime or weekend work as far in advance as the circumstances in each case permit. The Steward will, upon request, be advised of the nature of the scheduled work.

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

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

(d)--Stewards during their working hours, without loss of time or pay, may in accordance with the terms of this Section, present grievances to the Management representatives and investigate grievances after first obtaining permission of their Supervisor to do so. The Supervisor will grant permission to Stewards to leave their work for these purposes. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the Stewards will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein.

(e)--When making arrangements to leave their jobs to investigate or present grievances, Stewards shall advise their supervisor of the number and nature of those grievances. In addition, if Stewards must go to another department in their district to investigate or present grievances, they shall advise the supervisor of that department of their presence and the number and nature of such grievances. If it is necessary to speak to an employee about a grievance, the Steward shall make arrangements with the employee's supervisor to do so.

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

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

## **(17) Special Conferences**

(a)--Special Conferences for important matters may be arranged between representatives of the Unit and Labor Relations. It is understood that Special Conferences will not be requested in order to circumvent the Grievance Procedure. Such meetings shall be between two representatives of the Company and two representatives of the Unit, one of whom shall be the Unit Chairman/President, provided, however, that at the request of either party, there may be a third representative of the Company and/or the Union. The third Union member at such Conferences shall be an officer of the Local Union. By agreement



between the parties, additional representatives of the Company and/or the Union, one of whom may be a representative of the International Union, may attend Conferences under this Section. Arrangements for such Special Conferences shall be made in advance by the submission of a written agenda setting forth in reasonable detail the nature of the matters to be taken up at the meeting, and the names of the representatives of the Union who will attend, shall be presented to the Labor Relations Supervisor at the time the Conference is requested. In the event a dispute arises between the parties as to the propriety of arranging the date and time or the additional representatives attending a Special Conference, such disputes will be referred to Corporate Employee Relations and the International Union. Matters taken up in Special Conferences shall be confined to those included on the agenda.

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

## **GRIEVANCE PROCEDURE**

### **(18) Time of Answers**

The Management will answer in writing any grievance presented to it in writing by the Union:

(a)--By the Department Head within five (5) working days,

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

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

### **(19) Presenting a Grievance**

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

### **(20) Step 1**

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

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

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

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

leave his work to discuss the grievance with the Department Head, or his designated representative.

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

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

## **(21) Step 2**

(a)--If the Department Head or his designated representative's answer is not satisfactory, the grievance may be referred to the Unit Chairman/Committeeman/President, who may submit the appeal on an agenda to the Labor Relations Supervisor. A meeting between two representatives of the Union and two representatives of the Plant Management, one of whom may be the Department Head, will be arranged, to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Labor Relations Supervisor. Any claim of discrimination appealed to Step 2 of the Procedure shall contain a full statement of the facts which give rise to the claim and the specific reason or reasons why the employee or employees believes they have been discriminated against. If a grievance involves the continuing refusal of Management to return an employee to work from

a sick leave of absence, where the employee's personal physician has found, contrary to findings of a physician or physicians acting for the Company, that the employee is able to do a job to which his seniority entitles him, such grievance may be presented directly to the Labor Relations Supervisor as part of the Second Step agenda.

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

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

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

(e)--In addition to the two (2) Union representatives specified in Subsection (a), the Local Union President or, in his absence, the Local Union Vice-President, and the Regional Director of the Union for the area in which the plant is located, or his regularly designated representative, will be permitted, upon proper notice to the Plant

Management concerned, to attend the scheduled grievance meeting provided for in this Section (21).

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

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

## **(22) Regional Review and Appeal to Appeal Board**

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

(b)--After a grievance which involves a matter that is one on which the Appeal Board has power and authority to rule has been answered at the Second

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

(c)--If the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward, and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Director of Employee Relations of the Company, together with a notice that the answer of the Labor Relations Supervisor or his designated representative with respect to that grievance is not

satisfactory to the Union. The matter, if within the power and authority of the Appeal Board as provided in Section (24), may then be submitted to the Appeal Board for final disposition, such disposition to be made as expeditiously as possible.

### **(23) Membership of Appeal Board**

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

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

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

(d)--The Impartial Chairman shall have only the functions set forth herein and shall serve in

accordance with his contract provided he continues to be acceptable to both the Union and the Company. The fees and approved expenses of the Impartial Chairman will be paid one-half (1/2) by the Company and one-half (1/2) by the Union.

## **(24) Authority of Appeal Board**

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

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

(b)--Applying and interpreting the provisions of this Agreement and written Memoranda and Letters of Understanding between the Company and the International Union that relate to and supplement the terms of this Agreement but excluding Letter 9 Plant Closing and Sale Moratorium, Letter 311 Investment, and Letter 300 Outsourcing Moratorium Section (3) as it relates to the moratorium on outsourcing of existing core jobs, and

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



The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement or to establish or change any wage or rate of pay.

Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

## **(25) Time of Appeals**

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

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

withdrawal may be referred to by Management in future cases.

## **(26) Time Limit on Claims**

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

(b)--Deduction from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was delivered to the employee. The notice will specify the amount of the overpayment, and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee. The requirements of this Subsection (b) shall not apply, however, in cases of pay advancements or payment of full salary made to an employee prior to submission of required evidence of eligibility of the employee for, but not limited to, such benefits as Salary Continuation, Sickness and Accident benefits, Bereavement Pay, Jury Duty and

National Guard Training. Recovery of such payment will be made within a reasonable time after the Company has determined the employee does not qualify for the payment. This provision with respect to recovery of overpayment shall in no way affect or change the Company's policies or procedures with respect to payment of such benefits.

## **(27) Payment of Back Pay Claims**

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

## **(28) Computation of Back Wages**

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

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

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

### **(29) Retroactive Adjustments**

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

### **(30) Withdrawal of Cases**

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

### **(31) Finality of Decisions**

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

## **(32) Appeal for Interpretation**

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

## **DISCHARGE AND DISCIPLINE**

### **(33) Maintenance of Discipline**

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

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

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

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

### **(34) Notice of Suspension, Disciplinary Layoff or Discharge**

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

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

### **(35) Union Representation**

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

### **(36) Appeal of Discharge**

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

### **(37) Use of Past Record**

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

## **SENIORITY**

### **(38) Probationary Employees**

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

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

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

(c)--The Union shall represent probationary employees for the purposes of collective bargaining in



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

(d)--An employee who is separated during his probationary period for an occupational disability arising out of his employment by the Company and who is subsequently reinstated shall be required to

complete his probationary period, and upon doing so shall have a seniority date which includes the time he was separated due to such disability, plus one hundred twenty (120) days.

(e)--The provisions of Subsections (a) and (e), as it pertains to the one hundred twenty (120) days, shall apply only to employees hired by the Company on or after September 15, 1982. For employees on the active roll of the Company or seniority employees on the inactive roll as of September 14, 1982, the probationary period shall be ninety (90) days, unless they lose seniority and are rehired by the Company in which case the one hundred twenty (120) day provisions shall apply.

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

### **(39) Employee Defined**

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

### **(40) Seniority Defined**

(a)--Engineering

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

(b)--Office and Clerical

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

**(41) Seniority Lists**

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

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

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

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

**(42) Loss of Seniority**

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

(a)--He quits.

(b)--He is discharged and the discharge is not reversed through the Grievance Procedure.

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

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

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

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

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

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

#### **(43) Seniority of Stewards**

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

#### **(44) Seniority of Officers**

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

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

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

## **(45) Medical Cases**

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

plant physician, retroactive pay, if any, shall be limited to the period beginning with the day of the selection of the independent physician and shall be calculated as provided in Section (28).

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

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

#### **(46) Shift Preference Agreements**

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



## **(47) Overtime Agreements**

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

Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.

## **(48) Local Agreements**

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

## **LAYOFF AND RECALL**

### **(49) Layoff Definitions**

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

#### **(a)--Indefinite Layoff**

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

#### **(b)--Temporary Layoff**

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

### (c)--Temporary Adjustment

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

### **(50) Temporary Adjustments Procedure**

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

### **(51) Notice of Layoff**

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

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

work shall be considered as a continuation of his leave of absence.

## **(52) Layoff Procedure**

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

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

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

3. Local supplemental seniority agreements may provide that an employee in one seniority group who thereafter is laid off, and who desires to displace an employee in another seniority group as set forth in this Subsection shall, within two (2) weeks of notice of such layoff, apply in writing to do so at his plant Employment Office. Such an applicant shall be recalled within thirty (30) days after layoff or, if not recalled within that time period, at the time lesser seniority employees are being recalled to the other seniority groups to displace an employee with less seniority in another seniority group in the same

classification or in a classification that he previously held the work of which he satisfactorily performed, provided he has thirty (30) days more seniority than the employee he displaces and he is qualified to perform the duties of the employee he displaces. Employees placed under this Subsection shall enter the new seniority group with full ranking for seniority, and their seniority in other groups shall terminate. The Company shall have five (5) working days after the Union files a written grievance in which to correct any error in the application of this Subsection.

Local engineering supplemental seniority agreements may provide that employees assigned to engineering classifications who transfer from one noninterchangeable occupational group to another noninterchangeable occupational group may continue to accumulate seniority in their former noninterchangeable seniority group.

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

The provisions of Paragraphs 3. and 4. of this Subsection (a) shall not require any change in the

Company's practices or procedures with respect to recording the classification of employees.

(b)--Temporary Layoff Procedure.

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

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

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

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

(c)--Employees with six (6) months or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first provided that the employees remaining at work have the present ability to perform

the available work without break-in. Employees will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required. Employees laid off under this Subsection (b)2.(c) shall not be eligible for placement in other plants of the Company pursuant to Section (54), Work Opportunity for Laid Off Employees.

(d)--If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (b)2.(c) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who elects to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.

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

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

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

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

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

If the International Union believes that in a particular plant the agreements set forth under this

Subsection (b)2.(g) are being unfairly applied, they may take up any such requests which it believes meritorious with the Corporate Union Relations Staff.

(c)--Engineering Group Layoff Procedure. The provisions of this Subsection (c) shall only apply when employees, as set forth below, are placed on indefinite layoff.

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

Group	Classification No.	Applicable Plant or Office Location
Stamping	311A and 311B, 238	Sterling Stamping Warren Stamping, and Stamping Process Engineering
Car and Truck Assembly	311A and 311B	Warren Truck, Detroit Assembly Complex Jefferson, Detroit Assembly Complex Mack, Sterling Heights Assembly Plant and Vehicle Process Engineering



2. It provided further that:

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

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

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

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

### **(53) Recall Procedure**

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

### **(54) Work Opportunity for Laid Off Employees**

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

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

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

new seniority group and their seniority in any other seniority groups within the unit shall terminate.

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

(c)--To employees of other units covered by this Agreement, outside of the labor market area, established under this Agreement. Such employees placed under this Subsection (c), on or after the date of the 2015 Agreement, shall rank for seniority based on the seniority date held at the former unit. Employees who, on or after the date of the 2015

Agreement, start work on the same day shall rank on the seniority list based on the seniority date held at the former unit. Where two or more such employees have the same seniority date from the former unit, their rank shall be determined by the receiving unit practice.

If, in the placement of employees pursuant to this Subsection, the International Union has a question concerning the placement of any such employee, it may discuss the matter with Corporate Employee Relations.

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

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

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

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

## **TRANSFER AND PROMOTION**

### **(56) Transfer of Employees**

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

(b)--An employee who is transferred either by the Company or at his own request from a bargaining unit represented by the Union, under the National Engineering or National Office and Clerical Agreement, to another such unit, under the other agreement, shall start work as a new employee in the unit to which he is transferred and shall retain his seniority in the former unit, provided however, that employees who transfer with operations will be transferred pursuant to Section (57). An employee transferred pursuant to the terms of this Subsection (b) shall not return to his former unit unless and until he is placed on indefinite layoff pursuant to the terms of Section (52)(a). If, so laid off, he may elect (i) to

remain on layoff at the new unit and in such case his seniority at all former units shall terminate, or (ii) to return to his former unit with full accumulated seniority and in such case his seniority at the new unit shall terminate. If he makes no election, he shall retain seniority in his former unit and lose seniority in the new unit.

(c)--(i) If an employee was transferred to a position in the plant not included in the unit prior to March 1, 1977 and is transferred again to a position within the unit, he shall accumulate seniority up to March 1, 1977 while working in the position out of the unit to which he was transferred;

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

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

return to his former unit with the seniority he had at the time of his transfer from the unit.

(e)--An employee transferred to a position not included in the unit on or after March 1, 1977 who is again transferred to a position in the unit, shall commence work with the amount of seniority he had at the time of his transfer to a position not included in the unit.

(f)--Employees who transfer under this Section (56) shall retain any rights accrued for purposes of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan..

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

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

## **(57) Transfer of Operations**

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

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

(c)--In the event the parties are unable to agree on a suitable arrangement in discussions pursuant to Paragraph (b) above, the Company shall determine the number of additional employees, if any, the



receiving unit will need to perform the transferred operations and will offer work at the receiving unit to employees in the unit from which the operation will be transferred in the following order:

- (i) Employees working on the operation;
- (ii) Employees working in the department;

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

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

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

(f)--Employees transferred from one seniority group to another seniority group or from one unit to

another unit as provided in this Section shall transfer with their full seniority to the receiving seniority group or unit, and their seniority in the former seniority group or unit shall terminate.

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

### **(58) Other Transfers**

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

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

### **(59) Discontinuance of Operations**

When operations or departments are discontinued, employees affected will, after exercising their

seniority rights in the seniority group in which they work, normally as set forth in (a) through (d) below, be given other work in the unit they can do without change of ranking for seniority in accordance with Section (52) (a)(3).

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

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

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

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

## **(60) Promotions**

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

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

(2) Employees working in other seniority groups who have previously held the classification in the seniority group and satisfactorily performed the work, provided such employees have made written

application to the plant Personnel Department for promotional opportunity pursuant to the terms of this Section at least five (5) working days prior to the date the opening occurs, but in no event later than three (3) years of their placement in the other seniority group. A duplicate of such application will be given to the employee;

(3) Employees working in the seniority group who have previously held the classification and satisfactorily performed the work for the Company within five (5) years of the date the opening occurs, provided such employees have made written application to the plant Personnel Department at least five (5) working days prior to the date the opening occurs. A duplicate of such application will be given to the employee.

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

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

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

Only those employees who have applications on file for a particular classification will be considered for that classification.

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

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

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

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

## **(61) Better Jobs Within Unit**

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

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

## **VETERANS**

### **(62) Reinstatement of Seniority Employees**

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

(a)--Has not been dishonorably discharged;

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

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

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

## **(63) Reinstatement of Probationary Employees**

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

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

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

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

## **(64) Veterans' Law**

The terms and conditions of agreements between the Company and the Union relating to veterans will be governed by applicable laws and



regulations, and will continue to be applied in a non-discriminatory manner.

### **(65) Educational Leave of Absence for Veterans**

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

## **LEAVE OF ABSENCE**

### **(66) Leave for Good Cause**

(a)--Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy/parental leave, including leave for adoption, jury duty, National Guard or military reserve training and elective or appointive public office, and such leaves may be extended for like cause.

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

(c)--A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is related to the employee's

employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each, provided the employee has not previously returned to work from any such leave by displacing a seniority employee.

(d)--A leave of absence without loss of seniority for the period of the employee's training will be granted an employee who accepts an invitation by the Peace Corps to enter training for service with the Peace Corps. Upon completion of the training period, the leave of absence will be extended without interruption and without loss of seniority for a period of not less than one (1) year nor more than three (3) years for service with the Peace Corps upon proper written notification to the Company by the employee. Before receiving the leave for training, or an extension for Peace Corps service, the employee shall submit to the Employment Office at the employee's plant satisfactory written evidence that the Peace Corps has invited the employee to enter training or service.

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

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

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

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

### Bereavement Pay and Relationship Chart

Bereavement Pay	Relationship to	Relationship
3 Days	Employee	Brother, Sister, Stepbrother, Stepsister, Half-brother or Half-sister, Stepparent, Grandchild, Grandparent or Great Grandparent
3 Days	Current Spouse	Parent, Stepparent, Grandparent, Great Grandparent
5 Days	Employee	Current Spouse, Parent, Child or Stepchild

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

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

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

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

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

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

(o)--Notwithstanding the provisions of this Section, when the death of an employee's: Uncle, Aunt, Sister-In-Law, Brother-In-Law, Daughter-In-Law, Son-In-Law, or Foster Parent; a seniority

employee, upon request, may be excused for one (1) day to attend the funeral or memorial service. In order for the absence to be excused, the employee will be required to notify Management 48 hours prior to the scheduled funeral or memorial service and a qualified replacement must be identified and scheduled, protecting the efficiency of the operation. Additionally, the employee must submit acceptable evidence of death, established relationship and attendance at the funeral or memorial service.

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

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

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

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

A third-shift employee will be excused from work on either the shift immediately preceding the jury duty, or the shift immediately following the completion of the jury duty, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.

This Section (66)(q) is not applicable to an employee who, without being summoned, volunteers for jury duty.

## **(67) Leave for Union Business**

(a)--An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the International

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

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

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

(d)--Employees placed on a leave of absence for Local Union Business related to FCA US LLC or for work with the International Union of the UAW, will receive a payment in lieu of vacation for any unused vacation credit, including credits that accrued in the current calendar year. An employee returning in the current or following years will have such payment deducted from his/her salaried vacation.

(e)--Employees returning to employment with the Company from Leave for Union Business will receive no credit for vacation eligibility purposes for any portion of the time spent on Leave for Union Business. Vacation credit will be earned only for those months where an employee works for the Company after return to active status from the Leave for Union Business.



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

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

## **WORKING HOURS**

### **(68) Shift Premium and Hours**

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

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

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

normally scheduled shift for employees assigned to an Alternative Work Schedule.

**(69) Time and One-Half**

Time and one-half will be paid as follows:

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

**(70) Double Time**

Double time will be paid as follows:

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

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

**(71) Holiday Provisions**

(a)--The holidays are designated as:

November 10, 2023	Veterans Day
November 23, 2023	Thanksgiving Day
November 24, 2023	Day after Thanksgiving
December 25, 2023	Christmas Holiday Period
December 26, 2023	Christmas Holiday Period
December 27, 2023	Christmas Holiday Period
December 28, 2023	Christmas Holiday Period
December 29, 2023	Christmas Holiday Period
January 1, 2024	Christmas Holiday Period
January 15, 2024	Martin Luther King, Jr. Day
March 29, 2024	Good Friday

April 1, 2024	Day after Easter
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth
July 4, 2024	Independence Day
July 5, 2024	Friday After Independence Day
September 2, 2024	Labor Day
November 5, 2024	Federal Election Day
November 11, 2024	Veterans Day
November 28, 2024	Thanksgiving Day
November 29, 2024	Day after Thanksgiving
December 23, 2024	Christmas Holiday Period
December 24, 2024	Christmas Holiday Period
December 25, 2024	Christmas Holiday Period
December 26, 2024	Christmas Holiday Period
December 27, 2024	Christmas Holiday Period
December 30, 2024	Christmas Holiday Period
December 31, 2024	Christmas Holiday Period
January 1, 2025	Christmas Holiday Period
January 20, 2025	Martin Luther King, Jr. Day
April 18, 2025	Good Friday
April 21, 2025	Day after Easter
May 26, 2025	Memorial Day
June 19, 2025	Juneteenth
July 4, 2025	Independence Day
September 1, 2025	Labor Day
November 11, 2025	Veterans Day
November 27, 2025	Thanksgiving Day
November 28, 2025	Day after Thanksgiving
December 24, 2025	Christmas Holiday Period
December 25, 2025	Christmas Holiday Period
December 26, 2025	Christmas Holiday Period
December 29, 2025	Christmas Holiday Period
December 30, 2025	Christmas Holiday Period
December 31, 2025	Christmas Holiday Period
January 1, 2026	Christmas Holiday Period
January 2, 2026	Christmas Holiday Period
January 19, 2026	Martin Luther King, Jr. Day

April 3, 2026	Good Friday
April 6, 2026	Day after Easter
May 25, 2026	Memorial Day
June 19, 2026	Juneteenth
July 3, 2026	Independence Day (observed)
September 7, 2026	Labor Day
November 3, 2026	Federal Election Day
November 11, 2026	Veterans Day
November 26, 2026	Thanksgiving Day
November 27, 2026	Day after Thanksgiving
December 24, 2026	Christmas Holiday Period
December 25, 2026	Christmas Holiday Period
December 28, 2026	Christmas Holiday Period
December 29, 2026	Christmas Holiday Period
December 30, 2026	Christmas Holiday Period
December 31, 2026	Christmas Holiday Period
January 1, 2027	Christmas Holiday Period
January 18, 2027	Martin Luther King, Jr. Day
March 26, 2027	Good Friday
March 29, 2027	Day after Easter
May 31, 2027	Memorial Day
June 18, 2027	Juneteenth (observed)
July 5, 2027	Independence Day (observed)
September 6, 2027	Labor Day
November 11, 2027	Veterans Day
November 25, 2027	Thanksgiving Day
November 26, 2027	Day After Thanksgiving
December 24, 2027	Christmas Holiday Period
December 27, 2027	Christmas Holiday Period
December 28, 2027	Christmas Holiday Period
December 29, 2027	Christmas Holiday Period
December 30, 2027	Christmas Holiday Period
December 31, 2027	Christmas Holiday Period
January 17, 2028	Martin Luther King Jr. Day
April 14, 2028	Good Friday
April 17, 2028	Day After Easter

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

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

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

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

(f)--Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 23, 2023  
Sunday, December 24, 2023  
Saturday, December 30, 2023  
Sunday, December 31, 2023  
Saturday, December 21, 2024  
Sunday, December 22, 2024  
Saturday, December 28, 2024  
Sunday, December 29, 2024  
Saturday, December 27, 2025  
Sunday, December 28, 2025  
Saturday, January 3, 2026  
Sunday, January 4, 2026  
Saturday, December 26, 2026  
Sunday, December 27, 2026  
Saturday, January 2, 2027  
Sunday, January 3, 2027  
Saturday, December 25, 2027  
Sunday, December 26, 2027  
Saturday, January 1, 2028  
Sunday, January 2, 2028

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) third shift Sunday night start operations.

(g)--In applying the provisions of this Section, when a holiday occurs on a Saturday or Sunday, and the Company does not designate a day in lieu of such holiday, employees shall be granted a compensatory day off without loss of pay at such times during the following twelve (12) months considering the wishes of both Management, the employee, and the efficient operation of the department concerned. The

compensatory day to be granted such employee shall be designated within sixty (60) days of the holiday.

In those situations involving the separation of employees, the following shall apply: (i) where there is sufficient advance notice of separation for reasons of layoff, retirement, military service, approved leave of absence or resignation, and the employees have not taken the compensatory day(s) for which they are then eligible, they will be granted such day(s) on or before their last day worked; (ii) where employees are separated due to the expiration of salary continuation, death or discharge, they will be paid any unused compensatory day(s) for which they are then eligible by extending the pay-through date by the number of such days.

## **(72) Failure to Report for Holiday Work**

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

## **(73) Effect of Unemployment Compensation**

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

remuneration for the week, the employee shall be obligated to reimburse the Company the lesser of the following amounts:

(a)--an amount equal to his Holiday Pay for the week in question, or,

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

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

#### **(74) Overtime Pyramiding Prohibited**

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

### **VACATION**

#### **(75) Eligibility**

(a)--An employee will earn credit toward vacation with pay in accordance with the following schedule:

In the first year as a seniority employee, the employee will be granted five (5) vacation days if



hired prior to July 1st of the current year. An employee hired on or after July 1st, but before October 31st of the current year will be granted three (3) vacation days. Vacation not utilized by December 31st of that year cannot be carried over. Employee's vacation eligibility will then follow the schedule below.

<b>Continuous Service on December 31 of the year during which the vacation credit is earned</b>	<b><u>Vacation</u></b>
---	------------------------

Up to 3 years.....	1 working day of vacation for each month of credit up to a maximum of 10 working days of vacation.
--------------------	--

3 years but less than 5 years.....	1 1/4 working days of vacation for each month of credit up to a maximum of 12 1/2 working days of vacation.
---------------------------------------	---

5 years but less than 10 years.....	1 1/2 working days of vacation for each month of credit up to a maximum of 15 working days of vacation.
--	---

10 years but less than 15 years.....	1 3/4 working days of vacation for each month of credit up to a maximum of 17 1/2 working days of vacation.
---	---

- 15 years but less  
than 20 years..... 2 working days of vacation for  
each month of credit up to a  
maximum of 20 working days  
of vacation.
- 20 or more years..... 2 1/2 working days of vacation  
for each month of credit up to  
a maximum of 25 working days  
of vacation.

(b)--Credit will be earned only for those months in which an employee works at least five (5) work days. If an employee who works five (5) work days in each of less than ten (10) months is entitled to a fraction of a day of vacation, he may take one half day of vacation if the fraction is one quarter ( $1/4$ ) day or one half ( $1/2$ ) day; or he may take a full day of vacation if the fraction is three quarters ( $3/4$ ) of a day. Time spent on a scheduled vacation or on jury duty as prescribed in Section (66)(q) while on the active roll or on short-term military duty will be considered as time worked for the purpose of computing vacation credits. Time spent on a disability absence for which an employee receives Salary Continuation or disability absence due to a compensable injury or legal occupational disease will be considered time worked for the purpose of computing vacation credits, provided the employee works during the calendar year in which such credit is earned.

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

the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring his total vacation days both earned and non-accrued to five (5) working days.

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

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

## **(76) Vacation Period**

(a)--Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. Prior to March 1 of each year, employees of each plant or office may request the period during which they wish to take a vacation. If the number of employees who select a particular vacation period exceeds the

number who can be released without affecting the efficient operation of the department concerned, the employees whose vacation requests are granted will be selected according to seniority or by any other method mutually agreed upon by the parties. Upon request, the Unit Chairman may review the vacation schedules with the designated representative of Management. Temporary employees may be utilized by Management as vacation replacements.

(b)--Provided there is no effect on the efficiencies of the operation and the request does not adversely impact the vacation schedules of other employees, vacation scheduling in incremental portions of less than five (5) day increments will be permitted.

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

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

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

(f)--An employee whose work schedule precludes taking earned vacation in the current year for such business related reasons as product launch or year end closing will be allowed to postpone up to a maximum of ten (10) days earned vacation subject to the following conditions: (i) Management must agree to such postponement, (ii) the request does not adversely impact the efficient operation of the department or the vacation schedules of other employees, (iii) any postponed vacation must be used by the end of the fourth quarter of the next calendar year or be forfeited. Additionally, an employee may elect to be paid out a maximum of five (5) of the postponed days in any increments of one day. For example, an employee has nine (9) vacation days approved for postponement and chooses to be paid out four (4) of the days.

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

(h)--No allowance will be made for sickness or other incapacity occurring during vacation except that an employee prior to the first day of his scheduled vacation who is on a Disability Absence, as defined in Section (82), or who, during his vacation, is hospitalized for one or more full weeks, may, upon his return to work and upon presentation of due

proof of hospitalization or Disability Absence as required under Section (86), reschedule during the current calendar year the number of days of vacation on which he was on a Disability Absence or was hospitalized; provided, further, the rescheduling of such days of vacation does not require the rescheduling of any other employee's vacation and does not adversely affect the efficient operations of the department concerned.

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

## **(78) Transfer and Termination**

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

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

of vacation for the following year.

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

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

### **(79) Rate During Vacation**

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

## **SALARY CONTINUATION PLAN**

### **(80) Purpose**

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

### **(81) Employees Covered**

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

### **(82) Disability Absence**

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

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



### **(83) Disability Benefits**

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

### **(84) Salary Continuation Payments**

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

### **(85) Maximum Period**

The Maximum Period for each Disability Absence shall be determined at the beginning of such Disability Absence. The Maximum Period for any one Disability Absence is the number of days, based on the employee's continuous service, determined from the table below, reduced by the number of days for which he was paid for Disability Absences previously in the same calendar year. In no case may an employee

receive payments in one calendar year for more than the number of days shown in the table as his Maximum Period. In addition, whenever an employee receives payments for his Maximum Period, he must work for at least thirty (30) days following his return before he will be eligible to receive any payments to which he may otherwise become entitled under this Plan. In addition, whenever the Disability Absence of an employee continues from one calendar year into another, he must work for at least thirty (30) days following his return before becoming eligible for a new maximum period, provided, however, an employee shall be eligible for a new Maximum Period, if he has not exhausted the Maximum Period to which he was eligible in the prior year and he is again disabled as a result of an unrelated disability or of a complication of his prior disability as distinguished from a continuation of his prior disability and he is otherwise eligible for Disability Benefits before he has worked the required thirty (30) days.

**TABLE OF MAXIMUM PERIODS**

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

### **(86) Proof of Disability**

The Company reserves the right to require due proof of personal injury or sickness and all payments

under this Plan are contingent on the furnishing of such proof when required.

### **(87) Modification or Rescission**

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

## **UNION BULLETIN BOARDS**

### **(88) Placing of Bulletin Boards and Limits on Use**

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

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Notices of general Health and Safety matters that are educational or informational, provided that such notices have prior approval for posting by the Local Joint Health and Safety Committee.

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing

pamphlets or political matter of any kind whatsoever, or for advertising.

## **CHANGE OF ADDRESS**

### **(91) Notification Change of Address**

Employees shall notify the Management of any change of address.

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

## **WAGES**

### **(92) Cost-of-Living Allowance**

(a) Payment of Allowance; Effect on Other Payments

All seniority employees shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement. The cost-of-living allowance shall not be added to the base rate for any classification or any general wage increases, but only to each employee's straight-time hourly earnings.

The cost-of-living allowance shall be taken into account in computing overtime and shift/crew

premiums, and in determining all contractual paid time off, call-in pay, and UAW Savings Plan 401(k) contributions.

#### Basis for Allowance:

The amount of the COLA shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W, Current Series, United States City Average, All Items Less Medical Care, not seasonally adjusted). All Items (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made as soon as practicable after the receipt of the Index, retroactive to the original effective date of the adjustment.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the joint parties to know what the Index would have been had it not been revised or discontinued, then the joint parties will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to the Impartial Chairman of the Appeal Board for determination. The Impartial Chairman's decision shall be final and binding.

## (b) Amount of Allowance

For cost-of-living allowance adjustments effective during this Agreement there will be a one cent (\$0.01) adjustment in the cost-of-living allowance for each nine hundredths (0.090) change over and above the base prior quarter's Index.

In determining the 3-Month Index for a specified period, the computed average shall be rounded to the nearest 0.001 Index point.

The quarterly adjustment will be calculated by subtracting the prior quarter's 3-month average Index from the current quarter's 3-month average Index, dividing the result by 0.090, then dividing that result by 100. The result will be rounded to the nearest penny.

In no event will a decline in the 3-Month Average Index below 289.217 provide the basis for a reduction in the wage scale by job classification.

When a quarterly adjustment results in an increase, the adjustment will be added to the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

When a quarterly adjustment results in a decrease, the adjustment will be subtracted from the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

If the Union claims that the Company's calculations in any particular instance were made

not in accordance with this Agreement it may refer the matter to the Impartial Chairman of the Appeal Board for determination. The Impartial Chairman's decision shall be final and binding.

An employee's COLA payment will be provided based on the following table:

<b>Bi-Weekly Payment will begin First Full</b>		
<b>Adjustment</b>	<b>Pay Ending</b>	<b>Index Calculation Period</b>
1	December 2023	August, September, October 2023*
2	March 2024	November and December 2023, and January 2024
3	June 2024	February, March and April 2024
4	September 2024	May, June and July 2024
5	December 2024	August, September and October 2024
6	March 2025	November and December 2024 and January 2025
7	June 2025	February, March and April 2025
8	September 2025	May, June and July 2025
9	December 2025	August, September and October 2025
10	March 2026	November and December 2025 and January 2026
11	June 2026	February, March and April 2026
12	September 2026	May, June and July 2026
13	December 2026	August, September and October 2026



14	March 2027	November and December 2026 and January 2027
15	June 2027	February, March and April 2027
16	September 2027	May, June and July 2027
17	December 2027	August, September and October 2027
18	March 2028	November and December 2027 and January 2028

\*The first adjustment's three-month Index calculation will be based off of the prior quarter's average Index. The average Index from May, June and July 2023 is 289.128

For each quarterly adjustment to the cost-of-living allowance during the term of the Agreement the amount of increase payable to employees shall be reduced by ten cents (\$0.10) or by the amount of the increase, whichever is less. The rationale for the aforementioned reduction in cost-of-living allowance is provided for Company-incurred inflationary costs associated with healthcare. The sum of the diversions during this period will continue into perpetuity.

#### (c) End-of-Contract Fold-In of Cost-of-Living Allowance Into Base Hourly Rate

Effective pay ending April 30, 2028, five cents (\$0.05) will be subtracted from the March 2028 cost-of-living allowance and the remainder shall be added to the base hourly rate for each classification, including minimum and maximum rate for spread rate classifications. The five cents (\$0.05) shall remain as the beginning cost-of-living allowance float for the next Collective Bargaining Agreement.

## **(94) Wage Rate and Classification Information**

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

## **(95) Rates for New Jobs**

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

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

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

## **(96) Performance Reviews**

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

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

## **CONCLUSION**

### **(97) Withdrawal of Demands and Separability of Provisions**

#### **(a)--Withdrawal of Demands**

This Agreement replaces all previous agreements between the parties.

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

#### **(b)--Separability of Provisions**

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

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

## **(98) Ratification**

The Union agrees to submit the Agreement to the Union membership in the plants covered by the Agreement for ratification by them on or before November 20, 2023, and the International Union and its Local Unions in these plants will recommend to the membership that it be ratified.

## **(99) Termination and Modification**

This Agreement shall continue in full force and effect until 11:59 P.M., April 30, 2028.

(a)--If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to April 30, 2028, give written notice of its intention as provided in Section (100). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 P.M., April 30, 2028.

(b)--If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 P.M., April 30, 2028, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to April 30 of any subsequent year.

### **(100) Notice**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, 8000 E. Jefferson Avenue, Detroit, Michigan, 48214, or to such other address as International Union, United Automobile, Aerospace and Agricultural Implement Workers of America shall furnish to the Company in writing, and if to the Company, addressed to FCA US LLC, 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766, attention, Secretary, or to such other address as FCA US LLC shall furnish to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, in writing.

INTERNATIONAL UNION  
UNITED AUTOMOBILE,  
AREOSPACE AND  
AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA (UAW)

Shawn Fain  
Paul Caucci  
Rich Boyer  
Joe Ferro  
Harvey Hawkins, Jr.  
John Weyer  
DeMetria Gordon  
Frank Grace, Jr.  
Dave Karnafel  
Loreese Lee  
Nathaniel Martin  
Steve Stahl  
Greg Stoey  
Mark Taylor  
Edgar Torres  
Gary Reid  
Mike Adams  
Kisha Richardson-Chambers  
Mona Copeland  
John Cowsert  
Mike Godlewski  
Kristine Hall  
Jessica Bryant-Hardwell  
Lorenzo Jamison, Sr.  
Jerry King  
John Markovski  
Greg Marquardt  
Scott Moldenhauer  
Kenneth Morrast  
Bryon Nusbaum  
Jennifer Palion  
Vince Precopio  
Jessica Scott  
Tom Shkreia  
John Stanfill  
Frenchie Rippie-Stotts  
Bobby Young  
John Morgan  
Tammy Wiser  
Bob Bickerstaff  
Brian Carter

FCA US LLC

Mark Stewart  
Xavier Chereau  
Christopher Pardi  
Joao Laranjo  
Mike Resha  
Tobin Williams  
Christopher Fields  
Helena Hall  
Rich DuBrava  
Roy Richie  
Adam Hillock  
Brad Thompson  
Brian Dilley  
Cassandra Saunders  
Chuck Oxender  
Dave Gibbs  
David Cohen  
Debbie White  
Hank Murawski  
Jason McKee  
Kevin Androsian  
Lamar Harris  
Steve Perrott  
Thomas Rolands  
Walt Bartels  
Aaron Kopitz  
Andrea Adler  
Andrew Thompson  
Andrew Whitsitt  
Ann Marie Fortunate  
Anne Stebbins  
Arthur Asberry  
Brian Stolzenbach  
Carla Ratajczak  
Chelsea Pollet  
Chloe Schumacher  
Cliff Terry  
Colleen McBrady  
Craig Banasiak  
Crystal Plucinski  
Diane Cole

INTERNATIONAL UNION  
UNITED AUTOMOBILE,  
AREOSPACE AND  
AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA (UAW)

Josh Fisher  
Daryl Goodwin  
Mike Hayes  
Eric Jackson  
Ryan Jones  
Harley Laws IV  
Brandon Weaver  
Chuck Williams  
Ron Woodard

FCA US LLC

Eder Davila  
Eric Miller  
Frank Matok  
Greg Salwin  
Jackie Moore  
Janine Lamontagne  
Jerry Lesko  
Jodi Tinson  
Justin Fox  
Kaitlyn Dipiazza  
Kris Marcath  
Maria Darbonne  
Matthew Mastay  
Maxwell Wyborski  
Michael McDermott  
Mike Rizza  
Mike Zubrzycki  
Nathan Lewis  
Nick Lagalski  
Olivia Atto  
Paul Kilcline  
Phil Lewis  
Roger Clawson  
Sandra Shaw  
Scott Campbell  
Scott DeClaire  
Shawn Morgan  
Sherisse Fiorvento  
Stefan Anderson  
Sue Holston  
Susan Alonzo  
Susan Schroeder  
Tammy Forman  
Taylor Mobey  
Velisa Jordan  
Wendy Woo



## **SALARY GRADES AND PROGRESSION APPLICATION SUPPLEMENT**

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

### **(1) Salary Grade Systems**

Salary grades are numbered in a consecutive series for all classifications. Automatic Progression increases have been provided for all grades.

### **(2) New Hires**

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

### **(3) Transfers--Intra-Plant**

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

**(a)--Within the same grade.** An employee transferred from one classification to another classification in the same grade will be transferred at the employee's current salary.

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

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

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

(ii)--A salary increase calculated as provided in Section (4)(b) will also be applicable to an employee who is reclassified from a classification in one grade to a classification in grades 2 through 18 as the result

of a determination that the work performed by the employee warrants the application of such higher classification.

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

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

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

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

(3)--An employee who is transferred to a temporary position which is on a higher grade and who within one hundred twenty (120) days of such transfer is transferred again to the grade from which the employee was transferred shall, upon transfer

to such lower grade, receive the same salary the employee received in the lower grade immediately prior to the employee's transfer.

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

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

1. At the same salary if the employee's current salary falls within the range of the lower grade.
2. To the maximum salary of the lower grade if the employee's current salary exceeds the maximum.
3. An employee who is transferred to a higher grade and, at the employee's own request, is transferred again to the grade and classification from which the employee was promoted, shall receive the same salary earned in the lower grade immediately prior to promotion and the time and salary on the higher grade shall not be used for subsequent transfer and salary determination.
4. An employee who is transferred to a higher grade and classification and who, within six (6) months of such transfer, is transferred again to the grade and classification from which the employee was promoted due to the employee's inability to satisfactorily perform the work of the higher grade, shall, upon transfer to such lower grade and

classification, receive the same salary the employee earned in the lower grade immediately prior to his promotion and the time and salary on the higher grade shall not be used for subsequent transfer and salary.

**(d)--To a higher grade previously held.** An employee transferred to a higher grade previously held by the employee shall be transferred either at the same salary earned when previously on the higher grade, or at the employee's present salary rate, whichever is higher, provided the employee was actively employed on the higher grade within the past five (5) years.

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

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

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

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

#### **(4) Transfers and Placements--Inter-Plant**

An employee transferred from one plant or office to another plant or office or from one bargaining unit to another bargaining unit [except, (a) those employees transferred with their operations under the provisions of the National Agreement, (b) employees transferred under the provisions of the Group Layoff Procedure regarding the placement of certain laid off Engineering employees, (c) employees laid off from one plant, office or bargaining unit and hired or subsequently reclassified at another plant, office or bargaining unit on a same classification which they held in the past five (5) years at the former plant, office or bargaining unit, or (d) employees recalled to their former plant, office or bargaining unit in line

with their seniority will have their salary determined in accordance with Section (4), Transfers--Intra-Plant or an employee laid off from one plant or office and hired at another plant or office or laid off from one bargaining unit and hired at another bargaining unit, shall be transferred or hired in accordance with the following provisions:

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

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

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

**(d)--To a higher grade which is lower than the highest grade previously held.** The salary earned by an employee when previously employed in the highest grade shall be used in determining the appropriate salary upon reclassification or hire from layoff under the provisions of Paragraph (a) above,

provided the employee was actively employed on the highest grade within the past five (5) years.

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

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

## **(5) New Career Fields and Transfers from Hourly to Salary**

(a)--If an employee transfers to a classification which would represent a new career field for the employee and such transfer results in a rate of pay in excess of that of employees who are on the classification to which the employee is transferring, then, notwithstanding Sections (3), (4), and (5)(b) of this Supplement, if the effectuation of such a transfer depends solely on the rate of pay the employee will receive, Management and the Union may agree to transfer the employee at a rate of pay lower than the employee's current rate. For purposes of this Section (6)(a), transfers from hourly to salary may be considered as transfers to a new career field and Management may apply the provisions in this



Section (6)(a) in establishing the employee's new salary rate.

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

#### **(6) Salary Earned in a Prior Grade**

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

Very truly yours,  
FCA US LLC

Accepted and Approved:  
INTERNATIONAL UNION, UAW

## MEMORANDUM OF UNDERSTANDING UNION DUES DEDUCTIONS

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

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

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

**(1) DELIVERY OF EXECUTED FORM.** A properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Personnel Department at the employee's plant by the designated financial officer of the Local Union before any payroll deductions are made, except as to employees whose Authorizations have heretofore been so delivered and those whose authorizations appear in their "Enrollment Form". The plant management shall notify the designated financial officer of the Local Union of the identity of the Personnel Department representative to whom

such Authorization for Check-Off of Dues forms are to be delivered. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is improperly executed or in error will be returned to the designated financial officer of the Local Union by the Local Management.

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

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

**(4) PAY PERIOD IN WHICH DEDUCTION IS MADE.**

(a) After receipt of the Authorization for Check-Off of Dues form, Union membership dues, if any, for the current calendar month shall be deducted from the pay received by the employee for the first pay period ending in the calendar month. If an employee

does not have sufficient net earnings in the first pay period ending in the month, a Union membership dues deduction shall be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction.

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

**(5) OTHER DUES DEDUCTIONS.** If an employee does not have sufficient net earnings for the deduction of dues as provided in Paragraph (4) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings after all other authorized deductions to cover the Union membership dues, and provided the designated financial officer of the Local Union gives notice in writing to the designated representative in the Plant Personnel Department specifying the employee, the employee's C-ID, the amount to be deducted and the month or months for which the deductions are to be made. In the event an employee is laid off and does not have regular dues deducted in any pay period ending in a calendar month, Union membership dues deductions in the amount of one (1) hour straight time pay or such other amount as may be established as

dues for each such employee will be deducted from the first Regular Supplemental Unemployment Benefit payment issued to such employee in the following month and in each succeeding month following a month in which regular dues were not deducted. Dues deductions pursuant to this Paragraph will be made only if there is for each employee a properly executed Authorization for Check-Off of Dues form in effect for the month or months for which and in which said deduction is to be made. No dues deduction under this Paragraph shall be made for any month more than twelve (12) months prior to the month in which the designated financial officer of the Local Union gives notice in writing.

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

**(7) REMITTANCE OF DUES TO FINANCIAL OFFICER.**

(a) Deductions made in the first pay period ending in the calendar month, together with the deductions made in the second and succeeding pay period ending in the preceding calendar month, shall be remitted to the designated financial officer of the Local Union by the twenty-fifth day of that calendar month; provided, that in the event that the twenty-fifth day of a calendar month falls on a Saturday or Sunday, remittance will be not later than the Friday preceding such twenty-fifth day of the month. Prior to the end of each month the Company will furnish to

the designated financial officer of the Local Union a list of the names and addresses of those employees for whom the Union has submitted properly executed Authorization for Check-Off of Dues forms showing the employees for whom Union membership dues deductions have and have not been made for pay periods beginning with the second pay period in the prior month through the first pay period in the current month and showing the total number of months of dues deductions on the list.

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

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

**(9) DISPUTES CONCERNING CHECK-OFF.**

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

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

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

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

### **(13) DISPUTES CONCERNING MEMBERSHIP.**

Any dispute arising as to an employee's membership in the Union shall be reviewed by a representative designated by the Local Management and a representative designated by the Local Union, and if not resolved may be decided by the Appeal Board through the Grievance Procedure.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

**M-4**

### **MEMORANDUM OF UNDERSTANDING SENIORITY ATTAINMENT**

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

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

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



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

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

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

c. All days lost due to disciplinary layoff.

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

## **INFORMATION**

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

2. Casual absence is counted towards completion of the probationary period provided the absence is for less than five (5) consecutive normal working days.

3. Employees separated during their probationary periods for other reasons such as occupational disabilities arising out of their employment with the Corporation or military service

should be handled in accordance with other terms of the National Agreements.

## **ILLUSTRATIONS**

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

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

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

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

5. A probationary employee completes his 119th day of employment on a Friday. Upon his return to work on Monday, he will be considered a seniority

employee as of the completion of his shift on the preceding Saturday, as though he had worked.

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

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

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

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

shift that Monday and his seniority date is adjusted accordingly.

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

FCA US LLC

By Cynthia Estrada

By Glenn Shagena

**M-5**

## **MEMORANDUM OF UNDERSTANDING SECTION (4) INVESTIGATIONS**

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

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

1. The President of the Local Union will notify the Personnel Manager in writing of the names of the Chairman and members of the Local Committee before any of them may be designated to make an investigation of a claim of discrimination pursuant to Section (4). The Local Committee shall meet semi-annually with the Personnel Manager or his designated representative, and if not on a fulltime leave of absence for Union business, and if working

in the plant or unit, shall receive pay from the Corporation at their regular rate for time spent in such meeting that they would otherwise have worked in the plant or unit.

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

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

3. The Local Union President will notify the Personnel Manager of the date and time the investigation is to be conducted and the identity of the Committee Member who has been authorized to make the investigation. Such notice will be given on a "Fair Employment Practices Investigation Form". (See sample form attached) In cases of amalgamated union locals, telephone notifications from the Local Union President can be accepted and the Investigation Form signed by the Unit President or Chairman.

4. The Chairman or the member of the Committee designated to conduct an investigation pursuant to Section (4), will be permitted to leave his or her job to conduct the investigation with the understanding that such investigation will be conducted in a prompt and expeditious manner without interfering with orderly and efficient

operations. The member of the Committee designated to make the investigation pursuant to Section (4), will have in his possession the "Fair Employment Practices Investigation Form", signed by the Local Union President or the Unit President or Chairman in accordance with paragraph 3 of this Memorandum and the Labor Relations Supervisor. The employee's supervisor will record on the form the time the employee left his job and the time he returned from the investigation. Both the supervisor and the employee will sign the form. Distribution of the completed form will be made as indicated on the form.

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

6. Complaints concerning the implementation of this Memorandum may be raised at a "meeting" of the National Equal Application Committee as defined in Letter (116) of the Production and Maintenance Agreement.

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

CHRYSLER  
CORPORATION

By Leonard J. Paula

By Robert F. Whitcher

# FAIR EMPLOYMENT PRACTICES INVESTIGATION FORM

TO: Labor Relations Supervisor

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

---

(FEP Investigator)

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

---

President of Local Union (Date)

---

Labor Relations (Date)

Date	M	T	W	T	F	
Time						
Returned to Job:						
Time Left Job:						Total Hours
Time Elapsed:						

---

Supervisor

---

FEP Investigator (employee)

cc: Labor Relations  
Supervisor  
Local President  
Regional Union Rep.  
FEP Investigator

## **MEMORANDUM OF UNDERSTANDING NEW TECHNOLOGY**

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

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

During these negotiations, the parties have recognized that technological progress, better tools, methods, processes, equipment or materials have improved the quality of work life and standard of



living for all employees, as well as the Company's competitive position. Over the years, the scope and work content of job classifications of both represented and non-represented employees have been changed by the methods and processes associated with technological progress.

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

In this regard, the National Committee (comprised of an appropriate number of Union and Management members of the current Job Security, Operational Effectiveness and Sourcing Committee) will meet bi-annually. The meeting will be scheduled within the 1st and 3rd quarters annually for the term of this Agreement and will include the Head of Manufacturing Engineering or his designee, the Head of Press Shop and Dies or his designee, the Head of Product Development or his designee and the Head

of Design Integrity or his designee. The intent of the meeting will be to discuss the development of new technology, methods and processes at the Corporate level and its possible impact upon the scope of the bargaining unit. Topics of this meeting will include review of alternative propulsion and autonomous vehicles not yet introduced, currently within the FCA development process and upcoming launches of programs to be manufactured at FCA-UAW facilities. Additionally the following items may be evaluated and discussed in this meeting:

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

The parties understand that list, while not exhaustive may be representative of workplace changes which could impact bargaining unit work

and are aware of the importance that communication of such new or advanced technologies has at the UAW-FCA facilities. To that end, the Local Parties will be invited as required to provide input to the National Committee as they work through their discussion topics.

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

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

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

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

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

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

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

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

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

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

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

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

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

FCA US LLC

By Cynthia Estrada

By Glenn Shagena

## **MEMORANDUM OF UNDERSTANDING REGARDING THE SPECIAL ARBITRATION PROGRAM**

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

THEREFORE, it is agreed as follows:

### **Selection of Arbitrators**

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

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

### **Guidelines**

When a grievance is to be submitted for consideration hereunder, the following guidelines will apply:

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

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

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

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

### **Conduct of Hearing**

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

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

(d) In the interest of narrowing the issues in dispute and to preclude the introduction of new evidence or information not previously brought to the attention of either party the parties shall

- (i) meet at least twenty-four (24) hours prior to the scheduled hearing to exchange the names of witnesses to be called, citations to be used in connection with the hearing and review the respective positions of the parties, and
- (ii) jointly



prepare and present to the arbitrator at the beginning of the hearing a stipulation of those facts which are not in dispute.

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

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

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

### **Format of the Hearing**

The format of each hearing shall be as follows:

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

(b) Presentation of testimony by witnesses through direct and cross examination.

(c) Questions or call of witnesses by the arbitrator.

(d) Short summation by the parties.

### **The Decision**

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

### **Reference to Agreement**

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

### **Authority**

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

The Corporate Employee Relations Staff and the International Union may, in proper cases where the sole issue is the ability factor of the grievant, mutually agree to grant the arbitrator the authority to rule on the grievances filed pursuant to Sections

(16), (43), (44), (52), (53), (54), (59), (60) and (61) and Memoranda M-10 of the National Agreements.

FCA GROUP LLC

By Christopher Fields

INTERNATIONAL UNION, UAW

By Rich Boyer

**M-8**

## **SALARY CLASSIFICATION AND GRADE SUPPLEMENT**

This Memorandum of Understanding supplements the National Office, Clerical and Engineering Agreement between FCA US LLC (The Company) and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), and certain of its Local Unions dated November 20, 2023.

### **1. Apprentice Salary Schedule - Transfer Salaries**

**Classification No. 62000 - Apprentice -  
Tool Designer, and**

**Classification No. 63000 - Apprentice -  
Die Designer, and**

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

**Classification No. 63800 - Apprentice -  
Wood Model Maker, and**

**Classification No. 63900 - Apprentice -  
Plastic Model Maker, and**

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

**Classification No. 65000 - Apprentice -  
Metal Model Body Builder**

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

Effective: October 12, 2011	\$1,125.60
Effective: September 17, 2012	\$1,125.60
Effective: September 16, 2013	\$1,125.60
Effective: September 15, 2014	\$1,125.60

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

Effective: October 12, 2011	\$1,114.00
Effective: September 17, 2012	\$1,114.00
Effective: September 16, 2013	\$1,114.00
Effective: September 15, 2014	\$1,114.00

and shall be paid that salary until the beginning of the first pay period following the pay period in which the employee shall be entitled to a higher rate according to the salary schedule for the employee's apprenticeship classification and, thereafter, the employee shall be paid according to this salary schedule.

**2. Apprentice Salary Schedule -  
Stamping & Assembly Division**

**Classification No. 62000 - Apprentice -  
Tool Designer and**

**Classification No. 63000 - Apprentice -  
Die Designer, and**

**Classification No. 66000 - Apprentice -  
Tool & Die Designer**

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

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

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

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

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

**Effective 10/29/2007      Apprentice Classifications 62000, 63000 and 66000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	65%	\$860.16
1001 to 2000	70%	926.32
2001 to 3000	75%	992.49
3001 to 4000	80%	1,058.66
4001 to 5000	85%	1,124.82
5001 to 6000	90%	1,190.99
6001 to 8000	95%	1,257.15
Base Salary		\$1,334.60
Graduation		\$1,334.60

**Effective 9/15/2008      Apprentice Classifications 62000, 63000 and 66000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	65%	\$860.16
1001 to 2000	70%	926.32
2001 to 3000	75%	992.49
3001 to 4000	80%	1,058.66
4001 to 5000	85%	1,124.82
5001 to 6000	90%	1,190.99
6001 to 8000	95%	1,257.15
Base Salary		\$1,334.60
Graduation		\$1,334.60

**Effective 9/14/2009      Apprentice Classifications 62000, 63000 and 66000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	65%	\$860.16
1001 to 2000	70%	926.32

2001 to 3000	75%	992.49
3001 to 4000	80%	1,058.66
<b>4001 to 5000</b>	<b>85%</b>	<b>1,124.82</b>
<b>5001 to 6000</b>	<b>90%</b>	<b>1,190.99</b>
<b>6001 to 8000</b>	<b>95%</b>	<b>1,257.15</b>
<b>Base Salary</b>		<b>\$1,323.32</b>
<b>Graduation</b>		<b>\$1,334.60</b>

**Effective 9/20/2010      Apprentice Classifications 62000, 63000 and 66000**

<b>No. of Hours</b>	<b>Hired on or after 10/21/11</b>	
	<b>% of Base Salary</b>	<b>Apprentice Salary</b>
0 to 1000	65%	\$860.16
1001 to 2000	70%	926.32
2001 to 3000	75%	992.49
3001 to 4000	80%	1,058.66
<b>4001 to 5000</b>	<b>85%</b>	<b>1,124.82</b>
<b>5001 to 6000</b>	<b>90%</b>	<b>1,190.99</b>
<b>6001 to 8000</b>	<b>95%</b>	<b>1,257.15</b>
<b>Base Salary</b>		<b>\$1,323.32</b>
<b>Graduation</b>		<b>\$1,334.60</b>

**3.    Apprentice Salary Schedules - Apprentice  
Wood Model Maker Classification No.  
63800, Engineering Office Classification No.  
64000, Apprentice - Die Model Making and  
Classification No. 65000, Apprentice - Metal  
Model Body Builder**

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

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

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

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

**APPRENTICE SALARY SCHEDULE –  
ENGINEERING OFFICE**

**CLASSIFICATION NO. 63800**

**APPRENTICE - WOOD MODEL MAKER**

**CLASSIFICATION NO. 64000**

**APPRENTICE - DIE MODEL MAKING, AND**

**CLASSIFICATION NO. 65000**

**APPRENTICE - METAL MODEL BODY BUILDER**

**Effective 10/29/2007    Apprentice Classifications 63800, 64000 and 65000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11</b>
		<b>Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$856.18
1001 to 2000	<b>70%</b>	922.04
2001 to 3000	<b>75%</b>	987.90
3001 to 4000	<b>80%</b>	1,053.76
<b>4001 to 5000</b>	<b>85%</b>	1,119.62



<b>5001 to 6000</b>	<b>90%</b>	1,185.48
<b>6001 to 8000</b>	<b>95%</b>	1,251.34
<b>Base Salary</b>		<b>\$1,251.34</b>

**Effective 9/15/2008      Apprentice Classifications 63800, 64000 and 65000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$856.18
1001 to 2000	<b>70%</b>	922.04
2001 to 3000	<b>75%</b>	987.90
3001 to 4000	<b>80%</b>	1,053.76
<b>4001 to 5000</b>	<b>85%</b>	1,119.62
<b>5001 to 6000</b>	<b>90%</b>	1,185.48
<b>6001 to 8000</b>	<b>95%</b>	1,251.34
<b>Base Salary</b>		<b>\$1,317.20</b>

**Effective 9/14/2009      Apprentice Classifications 63800, 64000 and 65000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$856.18
1001 to 2000	<b>70%</b>	922.04
2001 to 3000	<b>75%</b>	987.90
3001 to 4000	<b>80%</b>	1,053.76
<b>4001 to 5000</b>	<b>85%</b>	1,119.62
<b>5001 to 6000</b>	<b>90%</b>	1,185.48
<b>6001 to 8000</b>	<b>95%</b>	1,251.34
<b>Base Salary</b>		<b>\$1,317.20</b>

**Effective 9/20/2010      Apprentice Classifications 63800, 64000 and 65000**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$856.18
1001 to 2000	<b>70%</b>	922.04
2001 to 3000	<b>75%</b>	987.90
3001 to 4000	<b>80%</b>	1,053.76
<b>4001 to 5000</b>	<b>85%</b>	1,119.62
<b>5001 to 6000</b>	<b>90%</b>	1,185.48
<b>6001 to 8000</b>	<b>95%</b>	1,251.34
<b>Base Salary</b>		<b>\$1,317.20</b>

<b>Effective 10/29/2007    Apprentice Classifications 63900</b>		
<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$824.17
1001 to 2000	<b>70%</b>	887.57
2001 to 3000	<b>75%</b>	950.96
3001 to 4000	<b>80%</b>	1,014.36
<b>4001 to 5000</b>	<b>85%</b>	1,077.76
<b>5001 to 6000</b>	<b>90%</b>	1,141.16
<b>6001 to 8000</b>	<b>95%</b>	1,204.55
<b>Base Salary</b>		\$1,267.95

<b>Effective 9/15/2008    Apprentice Classifications 63900</b>		
<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$824.17
1001 to 2000	<b>70%</b>	887.57
2001 to 3000	<b>75%</b>	950.96
3001 to 4000	<b>80%</b>	1,014.36
<b>4001 to 5000</b>	<b>85%</b>	1,077.76
<b>5001 to 6000</b>	<b>90%</b>	1,141.16
<b>6001 to 8000</b>	<b>95%</b>	1,204.55
<b>Base Salary</b>		\$1,267.95

<b>Effective 9/14/2009    Apprentice Classifications 63900</b>		
<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$824.17
1001 to 2000	<b>70%</b>	887.57
2001 to 3000	<b>75%</b>	950.96
3001 to 4000	<b>80%</b>	1,014.36
<b>4001 to 5000</b>	<b>85%</b>	1,077.76
<b>5001 to 6000</b>	<b>90%</b>	1,141.16
<b>6001 to 8000</b>	<b>95%</b>	1,204.55
<b>Base Salary</b>		\$1,267.95

**Effective 9/20/2010      Apprentice Classifications 63900**

<b>No. of Hours</b>	<b>% of Base Salary</b>	<b>Hired on or after 10/21/11 Apprentice Salary</b>
0 to 1000	<b>65%</b>	\$824.17
1001 to 2000	<b>70%</b>	887.57
2001 to 3000	<b>75%</b>	950.96
3001 to 4000	<b>80%</b>	1,014.36
<b>4001 to 5000</b>	<b>85%</b>	1,077.76
<b>5001 to 6000</b>	<b>90%</b>	1,141.16
<b>6001 to 8000</b>	<b>95%</b>	1,204.55
<b>Base Salary</b>		\$1,267.95

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

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

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

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

**b. Employees Hired on November 22,  
1976, Through November 18, 1979**

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

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

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

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

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

**e. Employees Hired on October 28, 1985, Through May 22, 1988**

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

**f. Employees Hired on May 23, 1988  
Through September 16, 1990**

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

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

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

The attached chart reflects the foregoing minimums appropriately updated and are to be applied in the case of promotional increases based on the employee's latest hire date.

Employees who were placed on the roll during the periods indicated below and who are promoted to higher grades under the salary structure in effect under the Office and Clerical and Engineering Agreements shall receive a base salary not less than the amount specified of the promotional grade as indicated below:

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

	Hired Prior Thru	Hired on 11-22-76 Thru	Hired on 11-19-79 Thru	Hired on 12-13-82 Thru	Hired on 10-28-85 Thru	Hired on 5-23-88 Thru	Hired on 9-17-90 Thru
Sal. Grd.	11-22-76	11-19-79	12-12-82	10-27-85	5-22-88	9-16-90	9-19-93
2	\$1,092.87	\$1,058.66	\$1,041.16	\$1,007.43	\$964.79	\$926.67	\$877.91
3	1,100.23	1,065.33	1,047.34	1,013.83	969.38	931.10	881.73
4	1,111.73	1,075.48	1,055.46	1,012.83	977.08	938.47	
5	1,134.07	1,093.67	1,072.55	1,034.87	991.62	959.18	
6	1,145.00	1,101.38	1,078.57	1,040.11	996.39	970.43	
7	1,151.21	1,106.18	1,081.74	1,042.93	997.15	977.70	
8	1,156.79	1,110.60	1,085.01	1,045.77	999.97	987.02	
9	1,183.07	1,134.15	1,106.39	1,064.45	1,018.47	1,011.98	
10	1,189.57	1,140.02	1,110.00	1,067.54	1,021.66	1,021.56	
11	1,219.87	1,167.34	1,137.54	1,088.61	1,044.96	1,044.96	
12	1,238.84	1,179.79	1,150.27	1,098.19	1,054.61	1,054.61	
13	1,269.05	1,206.63	1,178.33	1,120.72	1,075.89	1,075.89	
14	1,289.80	1,230.34	1,202.98	1,142.62	1,095.88	1,095.88	
15	1,301.93	1,241.23	1,213.16	1,151.81	1,103.66	1,103.66	
16	1,343.29	1,278.43	1,253.24	1,187.88	1,141.44	1,141.44	
17	1,369.98	1,302.49	1,277.22	1,209.49	1,165.27	1,165.27	
18	1,438.60	1,364.20	1,342.85	1,268.52	1,225.18	1,225.18	

### **5. Overlapping Salary Ranges**

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

## **6. “Red Circle” Employees**

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

## **7. Chassis and Electrical Checking Classifications**

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

## **8. “A” Level Classifications — Manufacturing Engineering**

If an employee on an “A” level classification is transferred to a “B” level job having the same title as the “A” level classification from which the employee is being transferred, such employee will continue to be classified on the “A” level classification and will continue to receive the same salary unless the “B” level job to which the employee is transferred is in another plant in which event the employee’s

salary shall be determined in accordance with the Inter-Plant provisions of the Salary Grades and Progression Application Supplement as applied to the grade of the employee's "A" level classification, and if the employee is subsequently returned to a bona fide "A" level job in the employee's classification, the employee's salary will then be determined in accordance with Section (4)(d) of the Intra-Plant provisions of the Salary Grades and Progression Application Supplement as if the employee were being transferred to a higher grade.

## **9. Phase-Up Classifications**

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

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

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

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



pursuant to this Memorandum of Understanding.

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

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

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

(f) Time worked on other salary or hourly classifications, no matter how similar in nature to the appropriate salary classification, and regardless whether or not such salary or hourly job may have been accepted in lieu of a layoff, shall not be included as time worked on the appropriate salary classification.

(g) Time worked on appropriate salaried classifications shall include time worked at all Corporate locations as reflected in the employee's personnel records, and shall include time worked in bargaining unit and/or non-bargaining unit positions.

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

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

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

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>ACCOUNTING CLASSIFICATIONS</b>							
1. 03600-8	Clerk-Expense Audit	03610-9	Expense Audit Specialist	8	8 Years combined on: 03600, 03700, 03800, 05000, 05100, 05200, 05300, 05400, 05500, 05600, 05700, 05800, 06300, 07800, and/or 08000.	03/77	09/99
2. 03700-8	Clerk-Field Car	03710-9	Field Car Specialist	8	Same as #1 above.	03/77	09/99
3. 03800-8	Clerk-Property Accounting	03810-9	Property Accounting Specialist	8	Same as #1 above.	03/77	09/99
4. 05000-8	Accounting Liaison Clerk	05010-9	Accounting Liaison Specialist	8	Same as #1 above.	03/77	09/99
5. 06300-8	Plant Payroll/Accounting Clerk	06310-9	Plant Payroll/Accounting Specialist	8	Same as #1 above	05/99	----

**DRAFTING CLASSIFICATIONS**

6. 50200-4	Body Detailer I	50300-6	Body Detailer II	--	6 Months at Top Progression Rate (worked the majority of the days in the month) provided the employee is qualified to perform the duties of the phase-up classification.	02/71	11/79
------------	-----------------	---------	------------------	----	--	-------	-------

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
DRAFTING CLASSIFICATIONS (Continued)							
7. 52200-4	Product Detailer I	52300-6	Product Detailer II	--	Same as #6 above.	02/71	11/79
8. 70200-4	Electrical Detailer I	70300-6	Electrical Detailer II	--	Same as #6 above.	02/71	11/79
9. 50600-9	Body Layout Drafter I	50700-12	Body Layout Drafter II	--	Same as #6 above.	02/71	11/79
10. 52400-9	Product Layout Drafter I	52500-12	Product Layout Drafter II	--	Same as #6 above.	02/71	11/79
11. 70600-9	Electrical Layout Drafter I	70700-12	Electrical Layout Drafter II	--	Same as #6 above.	02/71	11/79
12. 51100-13	Body Checker I	51200-17	Body Checker II	--	Same as #6 above.	02/71	11/79
13. 50800-14	Body Designer I	50900-17	Body Designer II	--	Same as #6 above.	02/71	11/79
14. 52600-14	Product Designer I	52000-17	Product Designer II	--	Same as #6 above.	02/71	11/79
15. 70800-14	Electrical Designer I	70900-17	Electrical Designer II	--	Same as #6 above.	02/71	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>MANUFACTURING ENGINEERING CLASSIFICATIONS</b>							
16. ---	"B" Level Manufacturing Engineering Classifications	---	"A" Level Manufacturing Engineering Classifications	4	If actually worked on a "B" level classification a minimum of 4 years and meets the minimum qualification requirements of the related "A" level classification. May be less than 4 years if assigned "A" level work on a regular and recurring basis and meets the minimum qualification requirements of related "A" level classification.	11/67	---
17. 20800-13	Analyst-Equipment Utilization	20810-14	Equipment Utilization Specialist	8		05/77	---
18. 2110A-16	Engineering-Tool Engineering A	2111A-17	Tool Engineering Specialist	10	10 Years combined on: 2110A <sup>a</sup> , 2110B, 53000, 80200, 80900, 80300, 80500, 80600, 81000, 81200, 81300, 81400, 81500, 82400, 82500, 83700, and/or 83800.	05/77	11/79
19. 2180A-16	Engineering-Plant Engineering A	2181A-17	Plant Engineering Specialist	10	10 Years combined on: 2180A <sup>a</sup> , 2180B, 22800 and/or 22900.	05/77	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Class/es	Other Requirements	Date Estab	Date Revised
---------------------------	------------------------------	----------------------------------	----------------------------------	--	-----------------------	---------------	-----------------

**MANUFACTURING ENGINEERING CLASSIFICATIONS (Continued)**

20.	22800-10	Analyst-Material Handling	22900-16	Engineer-Material Handling	6	If actually worked on 22800 classification a minimum of 6 years and meets the minimum qualification requirements of Classification 22900. May be less than 6 years if assigned 22900 level work on a regular and recurring basis and meets minimum qualification requirements of Classification 22900.	02/71	---
21.	22900-16	Engineer-Material Handling	22910-17	Material Handling Specialist	10	Same as #19 above.	05/77	11/79
22.	2740A0-16	Engineer – Resident Engineering A	274 100-17	Resident Engineering Specialist	10		09/03	
23.	53000-16	Analyst-Advance Product & Mfg	53010-17	Advance Product & Mfg Specialist	10	Same as #18 above.	05/77	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>MANUFACTURING ENGINEERING CLASSIFICATIONS (Continued)</b>							
24. ---	800 Series "B" level Analyst, Coordinator or Engineer	---	800 Series "A" level Analyst, Coordinator or Engineer	4	If actually worked on a "B" level classification (Classes 80300, 80600, 81000, 81500, 81800, 82200, 82500, 82800, 83300 and/or 83800) a minimum of 4 years and meets the minimum qualification requirements of related "A" level classification. May be less than 4 years if assigned "A" level work on a regular and recurring basis and meets the minimum qualification requirements of related "A" level classification.		
25. 80200-16	Assembly Process Engineer	80210-17	Assembly Process Specialist	10	Same as #18 above.	05/77	11/79
26. 80900-16	Advance Program P'ng Engr	80910-17	Advance Program P'ng Specialist	10	Same as #18 above.	05/77	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>MECHANIC/DRIVER CLASSIFICATIONS</b>							
27. 56000-5	Mechanic and/or Driver I	56200-7	Mechanic and/or Driver II	4	If actually worked on classification 56000 a minimum of 4 years and has performed satisfactorily on 56000 level of work. Can be less than 4 years if Management determines that employee's job assignment and work performance justify such reclassification. Such reclassification shall not be basis for claims by Union that other employees on 56000 should be advanced to 56200 in less than 4 years.	02/71	12/82
28. 56200-7	Mechanic and/or Driver II	56210-8	Mechanic-Product Development	8	8 Years combined on: 56000, 56200, 56700 and 56710 (88000)	02/71	09/99
29. 56210-8	Mechanic-Product Development	56220-9	Mechanic-Product Test & Development	12	12 Years combined on: 56000, 56200, 56210 (84400), 56700, 56710 (88000) and 56720 (89900).	02/71	09/99

( ) Denotes previous classification number.



**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
30. 56220-9	Mechanic Product Test & Development	56300 --10	Mechanic and/or Driver III	15	15 Years combined on 56000, 56200, 56210 (84400) 56220 (84100), 56700, 56710 (88000) and 56720 (88900) with a minimum of 3 years on 56220 (84100) and/or 56720 (88900).	09/99	09/99
31. 56300-10	Mechanic and/or Driver III	56310-11	Mechanic-Engineering Development 56220	20	20 Years combined on: 56000, 56200, 56210 (84400) (84100), 56700, 56710 (88000), 56720 (88900) 59700, 59710 and/or 56300, with a minimum of 5 years on 56300.	02/71	09/99
<b>OTHER CLASSIFICATIONS</b>							
32. 02300-4	Secretary	02310-5	Secretary	8			11/95
33. 04300-8	Clerk-Project & Authorization	04310-9	Project Authorization Specialist	10		03/77	11/79
34. 08700-9	Procurement Person-Export	08710-10	Procurement Specialist	8		05/77	11/79

( ) Denotes previous classification number.

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Etab	Date Revised
<b>OTHER CLASSIFICATIONS (Continued)</b>							
35. 11800-8	Correspondent-Technical	11810-9	Technical Service Analyst	8		02/71	11/79
36. 13200-5	Secretary A	13210-6	Secretary A	8	8 Years combined on: 02300 and 13200.		11/95
37. 14000-1	Telephone Operator	14010-2	Telephone Operations Specialist	6		03/77	---
38. 22000-9	Auditor-Planning	22010-10	Auditor-Planning Specialist	8		09/73	11/79
39. 22200-8	Follow-Up Person-Planning	22210-9	Production Material-Follow-Up Specialists	8	8 Years combined on: 22200, 22300, 22400 and/or 23800.	09/73	09/99
40. 22300-8	Scheduler-Planning	22310-9	Production Scheduling Specialist	8	Same as #39 above.	03/77	09/99
41. 22400-8	Specifications Compiler-Planning	22410-9	Planning Specifications Specialist	8	Same as #39 above.	03/77	09/99
42. 23800-8	Follow-up Person-Tooling & Non-Productive Materials	23810-9	Non-Productive Stores Follow-Up Specialist	8	Same as #39 above.	09/73	09/99
43. 31600-9	Sales Programming Analyst	31610-10	Sales Programming Specialist	8		02/71	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>OTHER CLASSIFICATIONS (Continued)</b>							
44.	32100-9 Special Order-Sales	32110-10	Special Order Analyst	8		03/77	11/79
45.	33200-12 Vehicle Sales Analyst- All Markets	33210-13	Vehicle Sales Analysis Specialist-All Markets	4	8 Years combined on: 33200, 3280B and/or 3280A.	03/84	---
46.	3370B-12 Vehicle Planning Analyst B	3370A-16	Vehicle Planning Analyst A	4	Same as #16 above.	07/76	---
47.	36400-9 Compiler-Parts Book and Price List	36410-10	Parts and Price Catalogue Specialist	8	8 Years combined on: 36300 and 36400.	02/71	11/79
48.	37600-9 Pricing Compiler-Service Parts	37610-10	Pricing Specialist-Service Parts	8	8 Years combined on: 37600 and 37700.	02/71	11/79
49.	37900-9 Procurement Person-Parts Stock	37910-10	Stock Procurement Analyst-Parts	8	8 Years combined on: 37800 and 37900.	02/71	11/79
50.	3920A0-13 Graphics Designer A	392100-14	Graphics Design Specialist	8		09/03	
51.	3930A0-13 Graphics Analyst A	393100-14	Graphics Specialist	8		09/03	
52.	42500-3 Multitith Operator	42510-4	Multitith Specialist	8		03/77	---

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
---------------------------	------------------------------	----------------------------------	----------------------------------	---	-----------------------	---------------	-----------------

**OTHER CLASSIFICATIONS (Continued)**

53.	44900-16	Estimator-Advanced Central Estimating	44910-17	Estimator-Advance Product Cost	8	8 Years combined on: 43800 and 44900.	06/77	12/82
54.	44910-17	Estimator-Advance Product Cost	44920-18 44940-18	Advance Product Cost Analyst or Cost Estimating Specialist	4	4 Years combined on: 43810 (43900) and/or 44910 (45900).	06/77	12/82
55.	45000-13	Estimator-Cost	45010-14	Estimator-Product Cost	8	8 Years combined on: 2110A, 2110B, 44900, 45000 and/or 45100; with a minimum of 4 years combined on 2110B, 2110A, 44900 and/or 45000.	02/71	11/79
56.	45600-13	Estimator-Cost Analysis	456100-14	Estimator-Product Cost Analysis	8		09/03	
57.	457000-16	Product Cost Analyst	457100-17	Product Cost Specialist	8		09/03	
58.	457100-17	Product Cost Specialist	457200-18	Senior Product Cost Specialist	4		09/03	

( ) Denotes previous classification number.

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>OTHER CLASSIFICATIONS (Continued)</b>							
59.	47000-8 Registered Occupational Health Nurse	47010-9	Registered Occupational Health Nursing Specialist	12		03/77	09/82
60.	50000-12 Designer-Modeling Fixtures & Equipment I	50010-14	Designer-Modeling Fixtures & Equipment II		Same as #6 above.	03/75	---
61.	50500-6 Plastic Model Maker	50400-8	Master Plastic Model Maker	8	If actually worked on a class a minimum of 8 years and meets the minimum qualification requirements of class 50400. May be less than 8 years if assigned 50400 level work on a regular and recurring basis and meets minimum qualifications requirements of class 50400.	05/77	---
62.	51900-13 Illustrator-Graphic A	51910-14	Illustration Specialist	8		09/73	11/79

FCA US LLC PHASE UP CLASSIFICATIONS AND REQUIREMENTS O & C AND ENGINEERING									
Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Class/es	Other Requirements	Date Estab	Date Revised		

#### OTHER CLASSIFICATIONS (Continued)

63.	54000-2	Technician-Laboratory Engineering B	Technician-Laboratory Engineering A	1	If actually worked on class 54000 for 1 year or assigned work of class 54100 on regular and recurring basis and meets minimum qualification requirements of class 54100.	09/73	11/79		
64.	54100-5	Technician-Laboratory Engineering A	Technician-Plant Laboratory	4	4 Years combined on: 20300, 54000, and 54100	02/71	11/79		
65.	54110-7	Technician-Plant Laboratory	Plant Test Technician	8	8 Years combined on: 20300, 54000, 54100 and 54110 (54900).	02/71	11/79		
66.	54120-8	Plant Test Technician	Plant Laboratory Specialist	12	12 Years combined on: 20300, 54000, 54100 54110 (54900) and/or 54120.	09/99	----		

( ) Denotes previous classification number.

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

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

( ) Denotes previous classification number.

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
---------------------------	------------------------------	----------------------------------	----------------------------------	---	-----------------------	---------------	-----------------

**OTHER CLASSIFICATIONS (Continued)**

70.	56700-7	Technician-Test and Analysis	Technician-Test and Development	8	8 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56500, or 56700 with a minimum of 4 years on: 56200, 56500 and/or 56700.	02/71	12/82
71.	56710-8	Technician-Test and Development	Technician-Engineering Development	12	12 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56500, 56510 (83900), 56520 (88900), 56700, and/or 56710 (88800) with a minimum of 4 years on: 56210 (84400), 56510 (83900), and/or 56710 (88800).	02/71	12/82
72.	59700-10	Product and Systems Development Technician	Product and Systems Development Specialist	20	20 Years combined on: 54000, 54100, 56000, 56200, 56210 (84400), 56220 (84100), 56300, 56310 (84300), 56500, 56510 (83900), 56520 (88900), 56700, 56710 (88800), 56720 (89900), with a minimum of 8 years on 59700.	08/89	08/89

( ) Denotes previous classification number.



**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
<b>OTHER CLASSIFICATIONS (Continued)</b>							
73.	56800-8 Instrument Development Technician II	56900-11	Instrument Development Technician III	4		09/99	---
74.	57000-5 Functional Test Technician	57010-7	Functional Test Specialist	4		05/77	---
75.	57500-5 Technician-Engineering Development	57510-7	Technician-Assembly & Test Experimental	4		05/77	11/79
76.	57510-7 Technician-Assembly & Test Experimental	57520-8	Technician-Assembly & Test Experimental Specialist	8	8 years on class 575100	11/20	---
77.	57900-9 Engineering Records & Release Clerk III	57910-10	Engineering Records and Release Specialist	8	8 Years combined on: 25800, 44500, 44600, 57600 57800, 57900, 59800, 59900 with a minimum of 4 years on: 57800, 57900, 59800 and/or 59900.	02/71	11/79

**FCA US LLC**  
**PHASE UP CLASSIFICATIONS AND REQUIREMENTS**  
**O & C AND ENGINEERING**

Base Class No. & Grade	Base Classification Title	Phase-Up Class No. & Grade	Phase Up Classification Title	# of Yrs Req'd On Base Classes	Other Requirements	Date Estab	Date Revised
78. 58300-6	Mechanic-Maintenance- Proving Ground	58310-7	Maintenance Mechanic Specialist-Proving Ground	8		05/77	---
79. 59900-10	Design Specification Analyst	59910-11	Design Specifications Specialist	8	8 Years combined on: 25800, 44500, 44600, 57600 57800, 57900, 59800 or 59900 with a minimum of of 4 years on: 57800, 57900, 59800 and/or 59900.	02/71	12/82
80. 59910-11	Design Specifications Specialist	59920-12	Design Releasing Specialist	4	4 Years of service on: 59910 (85200)	02/71	12/82
81. 60500-5	Technical Records and Information Clerk	60510-8	Technical Records and Information Specialist	8		09/82	---

a = Management Non-Supervisory classification credited as time spent on 2110A in the same or other plants of the Corporation to include: 31552255, 31564257, 31565258, 32355255, 32356257, 32357258, 32674255, 32675257, 32676258, 32768255, 32769257, 32770258, 32771255, 32772257, 32773258, 33652257, 33659255, 37155258 (not to be considered all-inclusive).

b = Management Non-Supervisory classifications credited as time spent on 2180A and 22900 in the same or other plants of the Corporation to include: 33594256 and 35774256 (not to be considered all-inclusive).

c = Employees may be reassigned from time to time on jobs that shall provide training experience and that are commensurate with the employee's classification level. The Union recognizes the desirability of reassigning employees for such purposes.

d = Employees on-roll as of 9/14/76 who were on classifications 57900, 59900, 57910 (85100) and 59910 (85200) shall have time spent on 57910 (85100) credited for phase-up to 59920, unless the employee was promoted to 57900 after 9/14/76.

( ) Denotes previous classification number.

## 10. Wage Rate Increases

Employees will receive General Wage Increases per the Schedule and Rate Tables below.

Effective Date	General Wage Increase
October 23, 2023	11%
September 9, 2024	3%
September 8, 2025	3%
September 7, 2026	3%
September 6, 2027	5%

**FCA US LLC**  
**CLERICAL-ENGINEERING-TECHNICAL**  
**18-GRADE STRUCTURE**

Effective 10/23/2023 through 9/8/2024

Grade	Minimum	Maximum
1	\$ 986.58	\$ 1,373.01
2	\$ 989.20	\$ 1,392.59
3	\$ 993.06	\$ 1,410.07
4	\$ 1,057.82	\$ 1,448.43
5	\$ 1,077.43	\$ 1,507.69
6	\$ 1,088.16	\$ 1,549.05
7	\$ 1,095.20	\$ 1,578.28
8	\$ 1,104.23	\$ 1,612.43
9	\$ 1,128.69	\$ 1,641.31
10	\$ 1,138.33	\$ 1,687.47
11	\$ 1,161.96	\$ 1,716.85
12	\$ 1,171.66	\$ 1,751.51
13	\$ 1,193.16	\$ 1,784.69
14	\$ 1,213.33	\$ 1,836.52
15	\$ 1,221.16	\$ 1,865.84
16	\$ 1,255.01	\$ 1,913.16
17	\$ 1,275.78	\$ 1,958.51
18	\$ 1,333.00	\$ 2,004.68

**FCA US LLC**  
**CLERICAL-ENGINEERING-TECHNICAL**  
**18-GRADE STRUCTURE**

Effective 9/9/2024 through 9/7/2025

Grade	Minimum	Maximum
1	\$ 1,016.18	\$ 1,414.20
2	\$ 1,018.88	\$ 1,434.37
3	\$ 1,022.85	\$ 1,452.37
4	\$ 1,089.55	\$ 1,491.88
5	\$ 1,109.75	\$ 1,552.92
6	\$ 1,120.80	\$ 1,595.52
7	\$ 1,128.06	\$ 1,625.63
8	\$ 1,137.36	\$ 1,660.80
9	\$ 1,162.55	\$ 1,690.55
10	\$ 1,172.48	\$ 1,738.09
11	\$ 1,196.82	\$ 1,768.36
12	\$ 1,206.81	\$ 1,804.06
13	\$ 1,228.95	\$ 1,838.23
14	\$ 1,249.73	\$ 1,891.62
15	\$ 1,257.79	\$ 1,921.82
16	\$ 1,292.66	\$ 1,970.55
17	\$ 1,314.05	\$ 2,017.27
18	\$ 1,372.99	\$ 2,064.82

**FCA US LLC**  
**CLERICAL-ENGINEERING-TECHNICAL**  
**18-GRADE STRUCTURE**

Effective 9/8/2025 through 9/6/2026

Grade	Minimum	Maximum
1	\$ 1,046.67	\$ 1,456.63
2	\$ 1,049.45	\$ 1,477.40
3	\$ 1,053.54	\$ 1,495.94
4	\$ 1,122.24	\$ 1,536.64
5	\$ 1,143.04	\$ 1,599.51
6	\$ 1,154.42	\$ 1,643.39
7	\$ 1,161.90	\$ 1,674.40
8	\$ 1,171.48	\$ 1,710.62
9	\$ 1,197.43	\$ 1,741.27
10	\$ 1,207.65	\$ 1,790.23
11	\$ 1,232.72	\$ 1,821.41
12	\$ 1,243.01	\$ 1,858.18
13	\$ 1,265.82	\$ 1,893.38
14	\$ 1,287.22	\$ 1,948.37
15	\$ 1,295.52	\$ 1,979.47
16	\$ 1,331.44	\$ 2,029.67
17	\$ 1,353.47	\$ 2,077.79
18	\$ 1,414.18	\$ 2,126.76

**FCA US LLC**  
**CLERICAL-ENGINEERING-TECHNICAL**  
**18-GRADE STRUCTURE**

Effective 9/7/2026 through 9/5/2027

Grade	Minimum	Maximum
1	\$ 1,078.07	\$ 1,500.33
2	\$ 1,080.93	\$ 1,521.72
3	\$ 1,085.15	\$ 1,540.82
4	\$ 1,155.91	\$ 1,582.74
5	\$ 1,177.33	\$ 1,647.50
6	\$ 1,189.05	\$ 1,692.69
7	\$ 1,196.76	\$ 1,724.63
8	\$ 1,206.62	\$ 1,761.94
9	\$ 1,233.35	\$ 1,793.51
10	\$ 1,243.88	\$ 1,843.94
11	\$ 1,269.70	\$ 1,876.05
12	\$ 1,280.30	\$ 1,913.93
13	\$ 1,303.79	\$ 1,950.18
14	\$ 1,325.84	\$ 2,006.82
15	\$ 1,334.39	\$ 2,038.85
16	\$ 1,371.38	\$ 2,090.56
17	\$ 1,394.07	\$ 2,140.12
18	\$ 1,456.61	\$ 2,190.56

**FCA US LLC**  
**CLERICAL-ENGINEERING-TECHNICAL**  
**18-GRADE STRUCTURE**

Effective 9/6/2027 through 4/30/2028

Grade	Minimum	Maximum
1	\$ 1,131.97	\$ 1,575.35
2	\$ 1,134.98	\$ 1,597.81
3	\$ 1,139.41	\$ 1,617.86
4	\$ 1,213.71	\$ 1,661.88
5	\$ 1,236.20	\$ 1,729.88
6	\$ 1,248.50	\$ 1,777.32
7	\$ 1,256.60	\$ 1,810.86
8	\$ 1,266.95	\$ 1,850.04
9	\$ 1,295.02	\$ 1,883.19
10	\$ 1,306.07	\$ 1,936.14
11	\$ 1,333.19	\$ 1,969.85
12	\$ 1,344.32	\$ 2,009.63
13	\$ 1,368.98	\$ 2,047.69
14	\$ 1,392.13	\$ 2,107.16
15	\$ 1,401.11	\$ 2,140.79
16	\$ 1,439.95	\$ 2,195.09
17	\$ 1,463.77	\$ 2,247.13
18	\$ 1,529.44	\$ 2,300.09



## **MEMORANDUM OF UNDERSTANDING SOURCING AND JOB SECURITY**

During the 2023 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 2023 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 an Assistant Director of the Stellantis Department, UAW (or their designated representatives) and the Vice President of Employee Relations (or his designated representatives). 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 an Assistant Director of the Stellantis 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, Employee Relations and the National Committee and the leadership from the UAW Stellantis Department. The agenda for meetings will include a review of vehicle plans for

assembly, stamping, propulsion, 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.

### **Assembly Meeting**

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

### **Propulsion Meeting**

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

### **Product Development Process (PDP)**

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

The Company continues to adjust to the significantly compressed PDP timeframes and overall objective to improve speed to market. The timing for achieving various PDP 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 PDP milestone target dates will be disclosed at the Program Overview Meeting. The reality of variable program timing and ongoing system change dictates frequent and structured communication for effective sourcing discussion and notification.

### **Product Update**

In order to involve the UAW at the earliest stages of the product creation cycle, the Vice President of the UAW Stellantis Department along with the International Sourcing Representative and the Vice President of Employee Relations or his designated

representative will meet twice a year with the Head of Physical and Functional Design and Integration (PFDI) to provide updates on current and future products.

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

### **Advanced Vehicle Awareness**

During the 2015 negotiations the UAW expressed its concerns regarding the notification to the Union at the earliest stages of product development where the salaried bargaining unit is involved.

As a result, quarterly Advanced Vehicle Awareness (AVA) meetings will generally be held with the UAW Sourcing Representative, the Local Presidents of 212, 412, 1284 & 1302 and/or their designee, Head of AVD or his designated representative, and a representative of Employee Relations. The intent of these meetings is to involve the UAW at the earliest stages of a program development process to disclose any FCA US LLC program information where the salaried bargaining unit is involved. In addition, a high level program overview of future products with directional timing including the preliminary PDP timeline will be

presented. During the early stages, where sourcing actions are being considered, the AVA meeting will provide an opportunity for the Union leadership to participate in discussions prior to the sourcing direction. As the program matures and sourcing direction is established information will be shared at the Local JSOES meeting.

### **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, PDP milestone dates, marketing objectives and customer requirements, and potential assembly and stamping plant loading capability. At approximately the Sync 1 milestone of the new PDP Timeline, the Program Overview Meeting will be held between the parties.

### **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 Stellantis Department, UAW, Assistant Director of the Stellantis 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, propulsion, proving grounds and other component sourcing patterns which have been identified by the Platform, possible insourcing opportunities, targeted market and cost objectives, and technology which may impact the represented workforce.

All contemplated sourcing decisions which impact tooling programs, process changes, die construction, die design, tool design, stamping tooling, assembly tooling, processes, technology and design and prototype work at Assembly, Stamping, Propulsion, Proving Grounds and Component manufacturing locations shall also be provided subsequent to the Program Overview. With the information provided during the Program Overview Meeting, and subsequent meetings, and as appropriate during the meeting cycle with the UAW Trades Effectiveness Representative, the UAW Sourcing Representative may provide input or alternatives to sourcing pattern(s) which coincides with the Program Overview Meeting and the Final Source Plan. If, during these meetings, issues between the UAW Sourcing Representative and the respective Platform cannot be resolved, the matter may be referred to the UAW Assistant Director - Sourcing and Senior Manager Sourcing for review and resolution. In the event the parties are unable to resolve the matter, it may be referred to the National Sourcing Council (Council) for early resolution. The Council shall consist of the Vice President and Assistant Director of the Stellantis Department, UAW, Administrative Assistant(s) to the Vice President and Assistant Director of the Stellantis Department, UAW, Assistant Director of the Stellantis Department,

UAW responsible for Sourcing, Senior Vice President of Manufacturing, Head of Vehicle Engineering, Senior Vice President of Company Quality and Vice President of Employee Relations, and other appropriate designates. The Council will meet to review issues brought to their attention by either party in the interest of reaching a resolution which serves the mutual goals and competitive challenges of the parties.

### **Final Source Plan**

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

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

The National Committee shall meet on a quarterly basis. At the quarterly meeting, data regarding work

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

### **National Sourcing Committee Meetings**

The appropriate National Committee members will meet on an as required basis as frequently as twice a month. Additionally, on an as needed basis, representatives from various functional areas may be scheduled to meet with the Committee (i.e. Manufacturing, Purchasing, etc.).

In order to facilitate these discussions, the Company will ensure that information regarding Platform sourcing is provided on a timely basis to the designated UAW Sourcing Representative for the respective platform while new or redesigned vehicles are being developed. The UAW Sourcing Representative may arrange for a meeting with the Company Representative to present their competitive in-house alternatives to Company sourcing decisions. In addition, the Company Representative shall be responsible for advising the UAW Sourcing Representative of meetings, which may occur as frequently as twice a month, regarding Company sourcing decisions. The Company Representative will also provide notice of potential make/buy studies, along with prototype and related salaried sourcing information as it pertains to but not limited to, Product Engineering, Manufacturing Engineering (AVE, AME, ME, ASME, ST, PS&D) and other salary represented resources covered by this Agreement. With such early access to and involvement in the sourcing decision-

making process, the UAW Sourcing Representative shall be able to develop an in-depth understanding of their respective Platform's sourcing patterns along with the possible impact which sourcing decisions may have on the hourly and salaried bargaining unit(s). They shall meet upon request with senior members of the Platform or other functional areas as appropriate.

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

### **Local Committee**

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

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

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

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

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

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

6. Coordinate appropriate local training activities.

7. Develop and initiate proposals to improve operational effectiveness to secure existing jobs, and

to attract additional business thus providing additional job opportunities.

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

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

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

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

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

The appropriate member(s) of the National Committee will assist the Local Job Security, Operational Effectiveness and Sourcing Committee (Local Committee) in implementing the provisions of the Sourcing and Job Security Memorandum. If the parties cannot resolve a sourcing issue, the Local Union may file a grievance at the second step of the regular Grievance Procedure. If the grievance cannot be resolved, the grievance may be appealed to the

Appeal Board in accordance with the Grievance Procedure. In the event the Appeal Board is unable to resolve the issue, it may be appealed to the Impartial Chairman. The Impartial Chairman can only provide a remedy where he finds that (1) a violation of the express commitments set forth in this Memorandum has been established; (2) the established violation resulted from the exercise of improper judgment by Management; and (3) any employee who customarily would perform the work in question has been laid off or was allowed to remain on layoff as a result of work being outsourced or not being brought in-house. The Impartial Chairman's remedy shall be limited to back wages for the affected employees, and the recall and/or placement of affected employees on regular productive work.

### **Temporary Offloading**

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

Temporary offloading notification is not intended to provide a means for circumvention and abuse of the normal outsourcing notification procedures outlined in this Agreement. Should circumstances arise that an offloading action may be viewed as no longer temporary, the local parties will meet to discuss their

respective concerns relative to the projected return of the work. Should these issues remain unresolved at the Local Union and Plant Management level, such matters shall be referred to FCA US LLC Employee Relations and the Assistant Director of the Stellantis 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 Assistant Director of the UAW Stellantis 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 activities.

If it is established that certain work can be performed competitively, judged by the above criteria, Management will adopt the Committee's proposal and, barring unique or unforeseen circumstances, bring the work in-house. The Union shall obtain any necessary approval or ratification within forty-five (45) 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, propulsion systems, 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 forty-five (45) 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, Stellantis Department, UAW. A copy of such notice will be given to the Chairperson of the Local Committee at the same time.

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

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

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

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

Full implementation of the processes contained within this Memorandum should provide the parties the mechanisms to take advantage of every opportunity to use internal resources and to create jobs for all employees. 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 traditional Salary Bargaining Unit work. 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 (I PR)
2. Special Early Retirement (SER)
3. Pre-Retirement Leave (PRL)
4. Voluntary Termination of Employment Program (VTEP)
5. Enhanced Relocation
6. Skilled Trades Retraining
7. Mandatory Placement

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

### **SPECIAL PROGRAM #1 VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM**

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

## Description of Program Benefits

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 the VTEP.



## **VTEP PAYMENT OFFSETS**

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

## **EFFECT OF RECEIVING VTEP PAYMENT**

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

## **SPECIAL PROGRAM #2 PENSION PROGRAM GENERAL**

The National Committee may recommend that the FCA US LLC-UAW Pension Agreement be amended by letter agreement to provide a special early retirement window for any employee who is at work on or after November 19, 1990 and is between the ages of 55 and 61 who has ten (10) or more years of credited service under the FCA US LLC-UAW Pension Agreement. Such retirement would provide unreduced basic benefits for the life of the retiree, temporary benefits payable in accordance

with the provisions of the FCA US LLC-UAW Pension Agreement and any supplements they may be entitled to based on the provisions of the FCA US LLC-UAW Pension Agreement and the employee's age and credited service. The annual earnings limitation provisions of the supplements shall not be applicable to any special early retirement.

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

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

Within six (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 out-sourcing and outside contracting decisions, and identify opportunities for insourcing and new business.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the Employee Relations Staff of the Company and the Stellantis 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

## **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 work place jeopardizes the employee's safety and the safety of fellow employees. It also hampers the ability of the Corporation and the Union to meet today's challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.

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

Drug testing will be conducted in accordance with established Corporation practice, and the reason for conducting the test and the test results

will be strictly confidential and will be made known only to the employee, the Managed Care Program (Help-line) or the employee's Health Maintenance Organization (HMO), whichever is applicable, plant physician, and plant Employee Assistance Program (EAP) representatives having a business reason to know.

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

The 1996 Letter of Understanding, Employee Assistance Program, reads in part: "Employees with alcoholism, drug dependency, emotional or personal problems will be able to seek help voluntarily without having to be concerned that their employment status

will be affected because they have sought help for such problems.” This provision notwithstanding, any employee who has three (3) positive return-from-medical leave tests within any three (3) year period may return to work after the third positive test only if, in addition to meeting the criteria specified above, that employee agrees to a twelve (12) month waiver which will in part require the following:

(1) Drug testing during the period of the waiver.

(2) Termination upon a positive drug test result.

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

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

Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Memorandum of Understanding will be treated as though the employee had tested positive.

Employees affected by the above provisions would continue to be subject to the same standards of performance and conduct expected of any other employee.

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

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

INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL

IMPLEMENT WORKERS  
OF AMERICA, UAW

DAIMLERCHRYSLER  
CORPORATION

By Jack Laskowski

By T. Gallagher

**M-12**

## **MEMORANDUM OF UNDERSTANDING RETURN TO "HOME" UNIT**

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

Upon ratification of the 2023 Agreement, an employee's home unit is defined as the unit where he first obtains seniority. Employees who have elected to no longer recognize their former home unit or have forfeited seniority based on contractual provisions will have their current unit defined as their "home" unit.

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

a. Prior to the effective date of the 2023 Agreement who were not offered an opportunity to return to their home unit pursuant to the work opportunity for laid off employee provisions of Section (54) of the National Engineering, Office and Clerical Agreement.

b. Subsequent to the effective date of the 2023 Agreement and who have worked at least six (6) months at the new unit.

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

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



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

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

6. Should an employee return to his “home” unit under the provisions of paragraph 5 above, the employee will forfeit seniority rights at the “releasing” unit. Should an employee, having requested return under paragraph 2 above, subsequently refuse an offer of return, the employee shall lose seniority at all units of the Company except the unit at which he is working.

7. It is recognized that the unit from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by “returnees”, the availability of replacement personnel, product or new model launch, releasing unit staffing requirements, etc. In all cases, Management will endeavor to release employees as quickly as possible. Disputes regarding this issue may be referred to the Company’s Employee Relations Staff and the UAW’s National Stellantis department for resolution.

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

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

10. It is recognized that the purpose of the six (6) month waiting period is to minimize churning and not intended to create opportunities to hire shortly after individuals are placed from one plant to another. If unique situations involving the six (6) month Home Unit Return Provision arise, the National parties can review those situations and, if appropriate, provide a deviation to the application of the six (6) month waiting period.

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

## **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 November 20, 2023 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 recognizes its ongoing obligation as an employer to provide a safe and healthful working environment for all employees. To this end, the Company agrees to:

(a)--Provide annual health and safety training for members of the Local Joint Health and Safety Committee hereinafter referred to as the LJHSC. 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 Stellantis Department will be provided the opportunity to review and participate in such training or instruction programs and make necessary recommendations.

(b)--Provide appropriate training in health and safety for all employees in accordance with Company policy and NJC oversight.

(c)--Upon request from the National Joint Health and Safety Co-Leads, provide access to 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)--Explore opportunities to participate in applicable National Consensus Standard organizations such as the American National Standards Institute (ANSI) and the National Fire Protection Agency (NFPA) to address safety in the workplace. To that end, the NJC shall include a meeting agenda item to discuss such opportunities and where appropriate, jointly apply and, upon approval, jointly participate in such Consensus Standards Committees. In the event the joint parties are approved to participate in an external standards committee, the NJC will recommend funding through the Joint Health and Safety programs where deemed appropriate. Participants on these committees must report out any information relevant to our industry at an NJC meeting.

(e)--Provide a copy of the OSHA 300 log to the health and safety professionals of the International

Union's staff by March 1 of each year and the corresponding hours 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 Stellantis Department, and three (3) representatives of the Company appointed by the Vice-President of Employee Relations of the Company. Each party will appoint at least two (2) members who have professional training in industrial hygiene or safety.

(A) This Committee shall:

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

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

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

(d)--Develop and recommend Company guidelines for employee training.

(e)--The NJC will designate representatives of its organization to jointly review new or revised

government regulations which may affect Company health and safety programs as well as review new or revised Safety Manufacturing Instructions (SMI's), Industrial Hygiene Bulletins, Safety Bulletins and other Corporate Health and Safety documents such as the Contractor Safety Manual on an annual basis. The NJC will discuss in advance, what impact, if any, such change(s) may have upon the Company's health and safety programs.

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

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

(h)--Receive and deal with matters referred to them by the Divisional Health and Safety Review Board (DHSRB) and the Local Joint Steering Committee (LJSC).

(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 Stellantis Department and the Vice President of Employee Relations for the Company.

(B) The responsibility for the integration of applicable Health and Safety programs within the Company Manufacturing/Facilities process shall remain with the NJC.

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

(b)--The Operating Principle tools will continue to be utilized to ensure alignment with Company Manufacturing/Facilities processes 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 the Company ergonomic assessment tool 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 Company Manufacturing/Facilities process 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 Company Manufacturing/Facility process safety related activities at the facility. The LJHSC will provide technical assistance to the WIRB. Any health and safety issues not resolved at the local level will be elevated to the Division Health and Safety Review Board.

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

The DHSRB is co-chaired by the Environment Health and Safety Division Lead and the National Joint Health and Safety Co-Leads, who are members of the NJC. A DHSRB is established 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 LWCP.

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 Company Manufacturing/Facility process safety activities. Health and safety issues unresolved by the DHSRB will be referred to the NJC.

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

The parties are committed to preventing fatalities and serious injuries. The SHSRB will consist of the DHSRB for Engineering, Office and Clerical and the General Manager/Vice President or their designated representative, Vice President

and Director International Union, UAW Stellantis 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 Stellantis Health and Safety staff, trained in accident investigation. Once the investigation is complete, the joint investigation team will recommend corrective action measures as necessary. Furthermore, the SHSRB shall meet as necessary to review elements of the health and safety program.

## **V. Local Committee**

### **(A) Establishment of Local Committee and Representation**

The LJHSC at the Chrysler Technology Center (Local 412, Units 1, 10, 14, 32, 77) and Chelsea Proving Grounds, Arizona Proving Grounds and Local 889 (all Detroit area units) will consist of one (1) representative appointed by the Management and one (1) representative appointed by the Vice President and Director International Union, UAW Stellantis 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

In our other facilities where there are UAW represented salaried employees, the basic principles of this Memorandum of Understanding, except those provisions pertaining to LJHSCs and tours by Local Representatives, shall apply to our office, clerical, engineering and technical employees. Their interests and/or concerns shall be represented by the Union Representative of the LJHSC.

In manufacturing facilities, the health and safety trainer and ergonomic analyst will work in their primary assigned function; however, there may be times based on facility needs and/or special circumstances these individuals may be required to assist in each other's capacity by conducting either training and/or ergonomic analyst activities on all shifts. These individuals may also act as the alternate for the Union member of the LJHSC per the alternate language below. The trainer and the ergonomic analyst will have job descriptions jointly defined by the NJC and developed within 90 days of the ratification of this contract.

Notwithstanding the foregoing, the parties recognize that the Company maintains its right to manage the workforce and obligation to provide a safe and healthy workplace.

#### (1) Hours of Work

Adjustments to the maximum number of hours each Union member of the LJHSC will be allowed

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

## (2) Alternate Health and Safety Representative

(a)--In the event the Union member of the LJHSC is absent for one (1) day or more, the member shall be replaced by an appointed employee who has been designated as the Alternate Health and Safety Representative 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 attendance at the annual joint training conference.

(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 (1) week notification an Alternate Health and Safety Representative will 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 two hundred seventy-five (275), or more than 50% of the regular work force on their shift in a facility of 600 or more FCA employees represented by the UAW are scheduled to work during hours for which they are entitled to receive premium pay under either Section (69) or Section (70) of the National Engineering and Office and Clerical Agreements, the Union member of the LJHSC for that facility will also be scheduled to work and to function as Union member of the LJHSC during such hours. In addition, they shall be scheduled when new equipment and/or major process changes are being installed or tried out which may affect employee safety and one hundred (100) or more of the employees on their shift are scheduled to work.

#### (5) Function Under Reduced Workforce Conditions

During a reduction in the work force in a 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.

## (B) LJHSC Functions

The LJHSC shall:

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

(b)--Accompany Government Health and Safety inspectors, International Union Health and Safety professionals, Company Health and Safety



professionals, private agency officials, and Company consultants on facility Health and Safety inspection tours. When possible the Company will provide advance notice to the LJHSC of such visits. A copy of any related reports, including those of insurance inspectors, will be provided, upon request, to the LJHSC and the DHSRB regarding violations of applicable local, state, or federal code or standard violation(s). In facilities of less than six hundred (600) employees, the time spent by the Union member accompanying such inspectors and professionals shall not be charged against the members weekly allotted hours.

(c)--Be informed of lost work day cases, Health and Safety hotline calls, review results of the facility safety investigation of such accidents and upon request, review completed OSHA 301 reports or their equivalent and make any recommendations. Investigate and periodically review all work related fatalities and serious accidents, as defined in SMI-54. When SMI-54 events occur the Management member of the LJHSC will notify the Union member of the facts, and arrange upon request, for them to enter the facility with pay to jointly investigate. The National Joint Health and Safety Co-Leads and the LJHSC will receive an electronic copy of all SMI-54s via Company email system.

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

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

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

(g)--Ensure joint work-related safety observations are properly entered into the jointly accessible Company database by a person designated by the LWCP Co-chairs.

(h)--Ensure work-related safety observations, audit countermeasures and closure status will be integrated into a jointly accessible Company database; changes to such elements shall have NJC oversight. This database may also include; PIV license status, LO validations and training, Safety Talks, SMI-58 audits, and Ergonomic assessments.

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

(j)--Participate in Company Manufacturing/Facility process activities as defined by the NJC. Prior to implementation, such activities shall be communicated to the National Joint Health and Safety Co-Leads at a bi-weekly meeting with the Company Manufacturing/Facility Process Leads.

(k)--Be notified when a contractor on-site has a serious near-miss incident that could have potentially injured UAW represented employees in the immediate area.

(l)--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 facility. The LJHSC shall be provided hands-on training on duct static pressure and face velocity measurement using existing industrial hygiene equipment and will be familiarized with the review and interpretation of data contained in IH reports. Periodic reviews of noise surveys will be completed at applicable facilities. Recirculation of air will not be permitted where employees' health and safety cannot be assured.

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

### (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 facility management. The LJHSC may also use the camera/video camera to photograph health and safety items that are being referred to the NJC.

Upon request, the Union Member of the LJHSC will be provided with copies of photographs/video

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

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

#### **(4) Place To Work**

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

#### **(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 opportunities 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. Research areas may include, but not limited to the following areas:

- An accident prevention study to eliminate fatalities.
- Industrial hygiene sampling, exposure assessments and medical surveillance:
  - o Isocyanates, epoxy resins and thermal decomposition products
  - o Employee exposure to endocrine disruptors
- The National Institute for Occupational Safety and Health (NIOSH) study on engineered nano materials
- Breast cancer prevention study
- Opioid Use Disorder (OUD) research

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 a Stellantis total amount not to exceed \$500,000. Payments for such projects will be made directly by the NIHCR as approved.

## **VII. Training**

### **(A) Training Program Design**

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

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

### **(B) Joint Health and Safety Training Sub-Committee**

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

### (C) Training Programs

The NJC recognizes that the LJHSC at the facility is responsible for the completion of a training needs assessment. The needs assessment will be reviewed by the LWCPC to ensure it meets the facility's health and safety training requirements. The National Joint Health and Safety Training Co-Leads will recommend at a minimum the classes below based on the facilities needs and will make recommendations to the NJC for the appropriate resources and funding.

1. Hazard Communication
2. Asbestos
3. RCRA and SPCC Awareness training
4. Ladder Safety
5. Ergo Awareness training
6. Laser/Radiation Awareness training
7. Union Representatives and Supervisors Safety Training

Jointly developed training efforts completed include:

- (1) general risk assessment and hazard control,
- (2) skilled trades,



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

(4) office health and safety,

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

(6) waste handling,

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

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

(9) Skilled Trades safety training, including Electrical Safety Work Practices (Arc-Flash) NFPA 70-E for appropriate personnel,

(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 UAW represented employees shall, prior to work assignment on the manufacturing floor, receive at a minimum, jointly developed training in Hazard Communication, Pedestrian Safety and PPE. New employees will receive additional training based

on the facility health and safety training needs assessment.

- Refresher training for all employees in existing programs will be conducted within the life of the agreement;
- Annual Train-the-Trainer instruction in Health and Safety will be developed by the NJC;
- Orientation training for new Health and Safety Representatives, Alternate Health and Safety Representative and Management members of the LJHSCs is to be scheduled within 30 days of official appointment;
- Appointed Health and Safety Representative Instruction;
- Furthermore, within one year following ratification of the agreement, instruction is to be scheduled for appointed Health and Safety Representatives who have not yet received instruction;
- Annual first aid, CPR and rescue technique training for confined space rescue team members and emergency response personnel;
- Bloodborne Pathogens Awareness for Skilled Trades;
- CPR Hands Only training made available to employees with an opportunity to practice;
- Production safety awareness;

- Annual Lockout Awareness Refresher Safety Talk;
- Hazard communication for machining operations;
- Hand tools;
- Joint Health and Safety Certification Training.

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

The parties agree mandatory Safety Talks addressing refresher training topics on Office Safety, Personal Protective Equipment, Pedestrian Safety,

Ergonomics, Hazard Communication, Metal Working Fluids, Adjunct Lockout, Aerial Lift Operation, Crane/Hoist/Sling Safety, Robot Safety, Dock Safety, Hazardous Substances and Low Frequency High Risk will be jointly reviewed by the National Joint Health and Safety Co-Leads and Corporate Safety and approved by the NJC. Safety Talks will be delivered by Supervisors in an appropriate manner agreed upon by the LWCPG 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,

including relevant battery electric training, for 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 online 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

The LJHSC shall ensure the UAW Health and Safety Trainer implements responsibilities as defined by the NJC, which will include, at a minimum, the following:

Development of an annual training needs assessment/matrix utilizing the standard format that includes:

- A Breakdown of classes required by job classification/assignment;
- A Schedule required to complete the training;

- The frequency at which the training is required and offered;
- The status of completed training.

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

## **VIII. Ergonomics**

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

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

### **(A) Coordination of Activities**

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

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

The NJC will make recommendations regarding resources needed to implement these activities. Quarterly, Corporate OSH 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 Company 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. At Manufacturing facilities, the LEC meeting shall include the LJHSC, the UAW Ergonomic Analyst, the Unit Chair or designated UAW Engineer, a 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 LJHSC shall ensure the appointed UAW Ergonomic Analyst implements responsibilities as defined by the NJC.

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



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

- Fifteen (15) per month - At facilities with a full time Ergonomic Analyst.

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

5. This individual shall be responsible to perform all ergonomic risk assessments associated with the credited ergonomic fixes. Credited ergonomic fixes will be those that have, both, a complete pre and post ergonomic risk assessment.

6. This individual shall be responsible to review the medical reports in the Company database to prioritize jobs that require an assessment.

7. This individual will be required to prepare for the LEC meeting that will be held on a bi-weekly basis at Engineering Office and Clerical locations and monthly in Engineering Office and Clerical facilities with a part-time analyst. The preparation will include performing prioritized ergonomic assessments and all applicable secondary assessments to provide a list of identified jobs 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 ergonomic assessment in the ergonomic database; provide recommendations to eliminate or reduce the risk(s) identified in the ergonomic assessment; 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 ergonomic assessment.

8. The LEC shall continue to function as initially established, and the local parties, including LWCP, 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 will be jointly developed and periodically reviewed by the NJC.

10. Tools used in analyzing jobs shall include a computer or an assigned laptop if requested, the Company ergonomic assessment tool to identify general risk factors, the Snook-Ciriello Tables to evaluate push and pull motions, and the Company 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.

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

### (C) Control Measures and Skilled Trades

Selection of control methods will be based on the hierarchy, which gives preference to engineering

solutions over procedures and personal protective equipment. Members of the LEC will consider solutions within a combination of feasible controls such as:

- a. Re-design or re-orient parts, tools and equipment
- b. Use of mechanical devices or power tools
- c. Provide adjustable fixtures and work surfaces
- d. Job re-design
- e. Computer Workstations

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

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

As interim measures pending engineering changes, or where engineering changes are limited in controlling risk factors, administrative controls and feasible work practices will be implemented. Administrative controls such as job sharing and job rotation 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 ergonomic assessment for additional ergonomic considerations. The recommendations of the LEC shall be mutually agreed upon with the Shop Chairman and the Labor Relations Supervisor. Problems not resolved at the local level will be forwarded to the DHSRB for final resolution. Jobs considered potential candidates for administrative control practices will be reviewed by the UAW Health and Safety Trainer/Ergonomic Analyst and Plant Medical 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, if a problem is identified, 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 and Industrial Engineering to jointly review workstation changes prior to implementation. The Ergonomic Analyst will perform a comprehensive ergonomic analysis of all job changes that present a potential concern. In addition, a good faith effort shall be made to conduct an initial job analysis, as required, within two (2) months of when a job is identified as having a potential musculoskeletal disorder (MSD) risk factor. The UAW Ergonomic Analyst must use the Ergonomics Database 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 Stellantis 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, ergonomic assessment scores, lost work time rates and investment cost paybacks. The LEC will work aggressively to find practical, feasible, economical solutions to the “top five” list. In the event that the LEC believes that a facility is not making proper use of technical resources from the facility available, it should raise the issue with the LWCP. If not resolved, the matter should be referred to the DHSRB for immediate resolution. During the length of this contract each National Engineering, Office and Clerical facility will be audited jointly by the OSH group and the UAW Stellantis 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 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. Appropriate LEC members who regularly attend the LEC meetings will be provided specialized ergonomic training, at the annual Health, Safety and Ergonomics conference, at the discretion of the NJC.

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

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

(G) Standing Support Solutions

The Company continues to replace traditional matting with a safer alternative wood composite support solution in our UAW represented facilities. The use of wood composite support solutions will not apply to locations where not technically feasible, such as spray booth operations. Prior to the installation of alternative standing support solutions, the LJHSC will review the proposed alternatives and communicate the agreed changes to the appropriate personnel. Options for standing support solutions are defined, and installation implemented, in accordance with the jointly reviewed Guidelines for Standing Support Solutions. The LJHSC and the LWCPG 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 LWCPG 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 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 LWCPG 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 bi-annually to ensure lockout points are appropriately identified and representative of the procedure required for lockout/energy control. The LJHSC shall maintain documentation of the completed reviews.

Within ninety (90) days following ratification of the Agreement, the written program will be reviewed by the LJHSC and the Plant Shop Committee to assure compliance with government regulations and applicable Corporate instructions. The Committees will discuss the program and, as necessary, make recommendations to improve it. This program shall be reviewed and signed by the LWCPG, 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 Stellantis Health and Safety Department. The joint team shall review the programs' minor servicing task lists, where applicable, for standardization and compliance with the Company's lockout policy. Each employee entering a work area that may expose them to unexpected hazardous energy is responsible for following the facility's Lockout/Energy Control Program and is required to control all unexpected hazardous energy to which that employee is exposed.



## **X. Improvement of Medical and Industrial Hygiene Services**

### **(A) Industrial Hygiene Monitoring**

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

### **(B) Consultants**

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

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

### **(C) Medical Visit Report**

The summary of Medical visits report including medical surveillance is available to the LJHSC through the Corporate OSH recordkeeping depository.

### **(D) Air Sampling Plan**

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

The LJHSC will coordinate and schedule air sampling events and advise the appropriate UAW Health and Safety Representatives. The facility UAW Health and Safety Representatives will have the right to accompany and participate in the sampling with the Company Industrial Hygienist. The UAW Health and Safety Representatives will be offered direction and specialized training jointly coordinated by Corporate Industrial Hygiene and UAW Stellantis Health and Safety Department, on the use of existing direct read sampling equipment and instrumentation with emphasis on mapping oil mist and noise. During the life of this contract, the LJHSC will ensure that a trained Health and Safety Representative performs mist map updates when operational changes may impact plant mist levels. Periodic maintenance and calibration of the direct read air sampling equipment will be coordinated by the Corporate Industrial Hygiene Department. All data obtained shall become the exclusive property of the Company with any interpretation, reporting, dissemination of data performed by Industrial Hygiene. Upon request from the NJC, Corporate Industrial Hygiene will review facility air sampling plans at a scheduled NJC meeting.

#### (E) Chemical Hazards & Permissible Exposure Limits

1. 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.

2. The parties recognized that great strides have been made over the years to improve the air quality in Powertrain plants that use metal working fluids. Significant attention to employee health and safety has resulted in average metal working fluid mist levels well below 1 mg/M<sup>3</sup>. In addition, locations with new installations have achieved average levels at or below 0.5 mg/M<sup>3</sup>. The Company advised the Union of our intent to continue similar efforts throughout the life of the current Agreement. To that end, we endeavor to engineer and design new equipment to obtain a mist level of 0.5 mg/M<sup>3</sup> time weighted average for initial start-up and also agree to prioritize controls for workstations where employee mist exposures exceed 0.80 mg/M<sup>3</sup> time weighted average. The metal working fluids safety talk and medical surveillance (consisting of a standardized respiratory symptom questionnaire) for respiratory effects of metal working fluids will continue to be offered to employees. In addition, senior leadership of the Company agrees to provide direction to the affected Powertrain Plant Managers requiring them to implement a stringent preventative maintenance

program inclusive of a filter change regiment and conformance with the Company safety policy for Metal Working Fluids in machining plants.

#### (F) Surveys and Audits

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

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

#### (G) Full Chemical Formulas and Identity of Materials

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

#### (H) Facility Ambient Temperature

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

#### (I) Medical Services

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

#### (J) Medical Exams

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

The Medical Staff will also, provide specific tests required for employees in jobs with special physical requirements per the NJC.

#### (K) Employee Access to Medical Test Results

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

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

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

#### (L) Medical Operations

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

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

3. The Company agrees to schedule, medical staffing during production operations at all manufacturing locations when at least 275 employees are working within approved regular hours.

a. Nurses may be utilized to satisfy medical staffing requirements at any plant location within their same labor market.

b. Where one plant does not meet the minimum staffing level under paragraph (L)(3), the total number of employees working in other sites within the same labor market may be aggregated to determine the need for medical services. In such cases, the required medical staffing for these sites may be satisfied by a single medical department within the same labor market.

4. The Company will review joint recommendations submitted by the LWCP as it relates to medical service staffing and implement appropriate scheduling options that meet the needs of the facility, protects the efficiency of the operations and supports high risk projects.

5. Issues regarding the timeliness or quality of medical care, at a particular facility should be immediately addressed with 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 Facility Manager shall work together when establishing a location for the lactation room. At a minimum, the room shall be located outside of the facility's Medical Operations and shall include a table, chair, electrical outlet, a waste basket, hand sanitizer and be properly maintained on a regular cleaning schedule. The LWPCPC may agree to provide access to a refrigerator and locate a lactation area to a room that currently has running water.

## **XI. New Equipment Review**

The Company agrees to, as early as possible in the planning process, involve the LJHSC in the joint review of new facility layouts, new, modified and relocated manufacturing equipment and major process changes where employee health or safety may be affected. This process has led to reviews that are dependent on the complexity of the project, to provide that Plant Local Joint Committees are involved with Manufacturing Engineering at the appropriate steps in the project build cycle. This review process will be incorporated into the new equipment specifications. The LJHSC will provide technical support, review risk assessments and consult with other subject matter experts as needed. Completing these reviews may include participating in equipment or process layout reviews. The LJHSC may be required to travel to vendors, facilities or other locations to review such equipment and/or processes. The NJC will oversee development and administration of training regarding design-in-safety for the LJHSC.



In addition, management will periodically review with the International Union the introduction of new technology and/or chemicals at Company locations where employee health or safety may be affected.

To ensure that health and safety issues associated with new launches and/or major facility rearrangements are not repeated, the LWCPG 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 LWCPG annually and submitted to the NJC for review. Skilled trades personnel whose jobs include work on ventilation systems will be instructed in preventive maintenance of such systems.

Preventive Maintenance for process ventilation systems at Engineering, Office & Clerical locations will be reviewed annually by the LJHSC and Corporate Industrial Hygiene at a WIRB Meeting.

## **XIII. Emergency Response**

Each facility shall have an effective emergency plan that addresses the facility's response to health and safety emergencies. The plan will include trained volunteers that can assist in an emergency response situation when Security Services and/

or Medical has not yet arrived on scene. Security Services and/or Medical will direct all aspects of the emergency response coordination, including directing the involvement, if required, of the volunteers and involving the local Incident Management Team as necessary. Each location will select volunteers that work in major populated production areas and remote locations of the facility. A volunteer for each of these areas will be afforded time off their job in the event of an emergency in their designated area. The areas will be determined by the LWCP 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.

Appropriate representatives from the Local UAW will be offered the opportunity to participate in the facility Incident Management team activities. However, the Company will have the right to make all final decisions on emergency response.

Annually each facility shall perform an appropriate evacuation drill and provide a safety talk covering the take-shelter procedures on each shift when workers are present.

#### **XIV. Refusal of Hazardous Work**

A worker who has a reasonable belief that their work assignment may result in serious physical injury or illness, may immediately notify supervision. Failing resolution, the issue may be discussed with their union representative.

Should technical consultation be necessary, the LJHSC will be notified. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with Section (19) of the Grievance Procedure.

## **XV. Working Alone**

The Company will take the appropriate precautions when an employee is required to work in an isolated area and the assignment has recognized potential hazards. The LWCPD will ensure appropriate precautions including air sampling ventilation personal protective equipment, communication systems, personnel surveillance arrangements and, as required, adequate support personnel assigned to the area. When an employee brings to Management's attention a situation where they are reasonably concerned their safety is at risk because they are working alone, management will provide a Job Safety Risk Assessment (JSRA). If a JSRA is not available, the LJHSC will coordinate the completion of a JSRA within 5 working days. The LJHSC working with the local joint leadership, will determine if appropriate interim safety measures are required, which based on risk, may include the use of skilled trades working in the same work group, until the JSRA has been completed. Following completion of the JSRA, each location will jointly update or develop a written Standard Operating Procedure for the job task assigned in the isolated area.

Employees shall be prohibited from working alone when troubleshooting live electrical systems

600 volts or greater. Employees handling potentially hazardous materials for non-routine activities may consult the LJHSC for specific requirements. This will not change or restrict any mutually satisfactory local practice. Problems with any of the above items, which cannot be easily resolved, shall be referred to the LJHSC for disposition.

## **XVI. Fall Protection Program**

Both parties jointly recognize that eliminating injuries from falls will require a comprehensive fall protection program to ensure employees are trained, fall hazards are identified and procedures are implemented.

The Company has implemented a fall protection program that follows the guidelines established in the Company policy on Fall Hazard Control Requirements (SMI-157). The preferred method to prevent a fall hazard is to eliminate the hazard or control exposures. If it is not feasible, then fall protection methods should be selected based on a hierarchy of control measures.

The implementation of a well-designed fall protection program followed by trained employees will eliminate fall hazards and prevent injuries. New Apprentices will receive hands on fall protection training as part of their apprenticeship program. In addition, existing skilled trades employees who work at heights will receive site specific fall protection training based on NJC guidance. Within ninety (90) days following ratification of the Agreement, the written program will be reviewed and signed by the LJHSC and the LWCPCL to ensure compliance with government regulations and applicable Company instructions and submitted to the NJC.

## **XVII. Personal Protective Equipment and Safety Glasses**

The Company agrees to provide the necessary or required personal protective equipment (PPE), devices and clothing at no cost to employees and maintain an adequate supply of PPE in available sizes to accommodate employee needs.

The Company will provide prescription safety glasses to seniority employees, and to temporary employees after completing 30 days of employment, provided such employees work on a job or in an area where eye protection is a company requirement. Such employees must provide a prescription from their own doctor or optometrist. The Company will replace such glasses if damaged by a cause attributable to the employee's employment or if the employee presents a new and different prescription from their doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source. The local parties can jointly agree on an efficient process for the distribution of prescription safety eyewear which may include offsite options.

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 LWCPCL 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, a Material Control Supervisor, a Steward representing the Material Control team members, and the UAW Health and Safety Trainer. The subcommittee shall review and report facility performance of the PIV process to the WIRB on a monthly basis. Company locations will also adhere to Company Guidelines for Pedestrian Safety (SMI-161), to ensure all pedestrians are provided a safe work environment while working around PIV's. The Company PIV policy and Pedestrian Safety Guidelines will be reviewed annually by the NJC to ensure program elements provide effective PIV/Pedestrian safety measures.

## **XIX. Inspections and Grievances**

The Steward in each district of a facility will conduct a weekly tour and report to the LJHSC any safety or health conditions which they believe to be in need of correction which they have not been able to get corrected through discussions with Management in their district.

The LJHSC will conduct an investigation of those matters contained in such reports. Those safety or health matters not resolved as a result of such investigation may be referred to the Steward of the district and the Unit Chairperson who may discuss the matter with the Labor Relations Supervisor at the next scheduled regular conference. Union Representatives handling the matter may request the LJHSC to attend the meeting. In those situations the Union member of the LJHSC deems urgent, the matter may be referred directly to the DHSRB and escalated to the NJC as needed.

This procedure shall not preclude the filing of a Health and Safety Grievance at Step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the facility supervision and the Local Union representatives.

Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.

## **XX. International Union Access and Confidentiality**

The Company agrees to:

(A) Provide access, upon reasonable notice, to all Company facilities and locations to health and safety representatives of the International Union. Reports surveys will be provided to the Company.

(B) Provide to the Union member of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the International Union's health and safety professionals upon request.

The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding.

## **XXI. Employee Rights**

Nothing herein shall be construed to restrict any employee's rights under Section 502 of the National Labor Relations Act, as amended by the Labor Management Relations Act, 1947.

## **XXII. Liability**

In our Health and Safety initiative, nothing in our agreements, booklets, manuals, and joint programs is intended nor should it be taken to impose upon the International Union, Local Unions, Union Health and Safety Committee and Union Officials, employees or agents, a legal or financial liability for either the health and safety of Company employees or for work connected injuries, disabilities, diseases or related losses incurred by Company employees or its subsidiaries or by third parties while on the Company property.



## **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 and to establish administrative and operational structures for the joint activities consistent with these goals, 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 FCA-UAW Center for Employee Development, (also known as the National Training Center, "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 ("LMC Trust") and UAW-FCA Voluntary Employees' Beneficiary Association Trust Fund ("VEBA Trust"). 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 2023 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 trustees of the LMC and VEBA Trusts will provide the Company with annual budgets for the labor-management activities and employee benefit programs described in this MOU, the collective bargaining agreement, and the trust documents. After reviewing the budgets the Company will make contributions to the Trusts as set forth in the 2023 Funding Addendum except to the extent that the Company reasonably believes such contributions would violate Section 302 of the Labor Management Relations Act.

3. The joint purchase, sale or distribution of FCA-UAW promotional products and novelty items shall be prohibited.

4. The Company will draft and present recommended internal controls for the Trust Funds. The Trust Funds will be audited on an annual basis

by an external independent public accounting firm, and the Company and the Union will receive a copy of such audit each year.

## **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 when the Trust Funds are operational in accordance with applicable laws. At the point the Trusts are operational, the NTC shall cease having any involvement in any activities, training, other endeavors, and any other joint functions of any kind. Further, after the Trusts are operational, except as required to effectuate the transition of the joint activities to the Trust Funds or for the dissolution of the NTC itself, 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 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. The NTC's dissolution will not be finalized until the documents governing the operations of the LMC and VEBA Trusts have been completed.

2. As soon as practical after the VEBA Trust is operational, the NTC will transfer the NTC building located at 2500 East Nine Mile Road, Warren, MI 48091, along with any related real property ("NTC building") to the VEBA Trust at no cost. The Company intends to purchase the NTC building from the VEBA

Trust. The parties agree that the Company and the VEBA Trust will seek a prohibited transaction exception from the U.S. Department of Labor permitting the VEBA Trust to sell the NTC building to the Company. If the exemption is granted, and the Company acquires the NTC building, it will lease to the LMC and VEBA Trusts, at no cost, the space at the NTC building currently used in connection with the operations to be transferred to the Trusts for the duration of the 2023 National Agreement. Thereafter, the Trusts will have the option to extend the leases for three successive terms of four years each. If the Company sells the NTC building during the term of such a lease, it will require the buyer, as a condition of the sale, to assume the leases and offer the Trusts the option of extending the leases for any remaining four-year term(s). In the event that the NTC building is no longer leased to either the LMC or VEBA Trust, the Trustees of the LMC and VEBA Trusts will determine the location at which the joint activities and programs will be conducted.

3. 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 NTC Board.

4. The books, records data and documents of the NTC, as they exist on the date of dissolution, will be maintained by the LMC Trust or VEBA Trust, as appropriate, in accordance with their data retention policies and practices. The Company or Union may obtain information from the NTC, or the LMC Trust or the VEBA Trust, by making a request to the NTC Board or the trustees with reason(s) for which the information is being sought, where the NTC Board or the trustees determine that the Company or Union has articulated a legitimate basis for its request, the

NTC Board or Trustees will produce the information except to the extent that the request is unreasonably broad in scope or seeks materials protected by the attorney-client privilege. Where a request is made for confidential information, it will be provided under mutually agreeable restrictions to protect it from disclosure.

## **Executive Board-Joint Activities & Trust Fund Functions**

During the period before the Trust Funds are operational, 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 support the NTC Board in conducting the joint activities before the Trust Funds are operational, and assist the NTC with its dissolution.

The LMC Trust will be responsible for directing and conducting joint activities in the following areas: (a) health and safety, (b) Employee Assistance Program, (c) diversity and equal application (including diversity and inclusion, discrimination prevention, sexual harassment prevention and workplace violence prevention), (d) new hire orientation, (e) technical training, (f) joint operational process (including the

Stellantis Production Way and certain activities related to Team Leaders), (g) School-To-Work, and (h) any other appropriate labor-management activity to which the Company and Union may agree.

The VEBA Trust will be responsible for administering the following benefit programs: (a) Tuition Assistance Program, (b) Scholarship Program for Dependent Children, (c) the technical training program, (d) the Apprenticeship Program, and (e) any other appropriate program to which the Company and Union may agree.

During these negotiations, the parties discussed and agreed to make certain changes to the activities conducted by the LMC Trust and the benefits administered by the VEBA Trust. In that regard, the following changes will be made:

1. Modifications to the LMC Trust

- a. The training conducted by the NTC and, after it has been formed, the LMC Trust will be expanded to include electric vehicle training programs and training for any new technology introduced at facilities where UAW-represented employees are employed. Appropriate training will be provided for all bargaining unit employees whose work functions have been materially altered due to the transition to electric vehicles and for any new work functions created by the transition to electric vehicles. This would cover training for: (i) all bargaining unit members at any facility covered by this agreement, including but not limited to final assembly plants, propulsion plants, pack and module assembly operations, battery cell manufacturing facilities, battery recycling operations, parts plants, and parts depots; (ii) both skilled and

non-skilled bargaining unit work; and (iii) new skills development, training on new equipment, and health and safety. The training described above will be conducted at the building located at 2500 E. Nine Mile Road, Warren, Michigan 48091.

b. Any other modifications to which the parties have agreed.

## 2. Modifications to the VEBA Trust

a. The VEBA Plan will be amended to be consistent with the agreements reached during the 2023 negotiations with respect to Letters 106 (Tuition Assistance Program) and 194 (Scholarship for Dependent Children).

b. The complete Apprenticeship Program, as described in the parties' collective bargaining agreement and any related documents, including those provisions related to the Industrial Readiness Certificate Program, will be included in the VEBA Trust.

c. The training conducted by the NTC and, after it has been formed, the VEBA Trust will be expanded to include electric vehicle training programs and training for any new technology introduced at facilities where UAW-represented employees are employed. Appropriate training will be provided for all bargaining unit employees whose work functions have been materially altered due to the transition to electric vehicles and for any new work functions created by the transition to electric vehicles. This would cover training for: (i) all bargaining unit members at any facility covered by this agreement, including but not limited to final assembly plants, propulsion plants, pack and module assembly operations, battery cell

manufacturing facilities, battery recycling operations, parts plants, and parts depots; (ii) both skilled and non-skilled bargaining unit work; and (iii) new skills development, training on new equipment, and health and safety. The training described above will be conducted at the building located at 2500 E. Nine Mile Road, Warren, Michigan 48091.

d. Any other modifications to which the parties have agreed.

3. Following ratification of the 2023 National Agreement, the collective bargaining agreement will be conformed to reflect the changes to the joint activities described in the Memorandum of Understanding and related agreements. The documents governing the operations of the LMC and VEBA Trusts will be conformed to reflect the terms set forth in this Memorandum of Understanding and related agreements.

## **Transition of NTC Operations and Personnel**

Unless otherwise agreed by the parties, all joint activities previously conducted by the NTC, and any joint activity identified in this Memorandum of Understanding, will be transferred, as appropriate, to the LMC or VEBA Trusts. In connection with the transition of joint programs to the Trusts:

1. The NTC will continue to conduct joint activities at the building located at 2500 East 9 Mile Road, Warren, MI 48091. Upon transfer of the joint activities to the appropriate Trusts, training will continue at the above location through the life of this agreement with the option of extension by majority vote of the Board of Trustees to extend 3 consecutive 4 year terms.



2. NTC Employees will be treated consistent with the severance agreements previously bargained and offered. The NTC will honor all commitments made under those agreements.

3. The NTC will reimburse the UAW for the compensation and benefit costs of International staff assigned to provide services to the NTC in connection with the joint activities or the transition of such activities to the Trust Funds, excluding any and all administrative fees and charges.

## **National Joint Program Representatives**

To the extent that the Trustees of the LMC Trust or the VEBA Trust determine that it is reasonable and prudent to retain National Joint Program Representatives ("Representatives") to provide services to the Trusts, the parties agree to their use. Representatives may be retained both to conduct the activities of the LMC Trust, and to administer the benefit programs of the VEBA Trust, that are identified in this Memorandum of Understanding.

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 National Joint Program Representatives' compensation and benefits.

The parties further agree that the LMC Trust or the VEBA Trust may retain UAW-represented FCA employees who are specially assigned to provide services to the Trusts. To the extent that either Trust requests such special assigned individuals,

the UAW and FCA will jointly recommend qualified individuals. The applicable Trust will evaluate any such employee's qualifications for the services and determine the appropriate level of compensation to be provided. When the Trust decides to retain an employee, FCA will grant the employee leave, continue the employee's benefits and pay the employee a rate determined by the Trustees. The Trust will thereafter reimburse FCA for the cost of employee's compensation and benefits.

Representatives shall work from locations designated by the trustees of the LMC and VEBA Trusts, and shall perform such duties as the trustees may assign in connection with the Trusts' operations, including the preparation of summaries of work performed. Unless the trustees determine otherwise, UAW employees selected as Representatives will be governed by UAW policies and procedures and Special Assigned employees selected as representatives will be governed by Company policies and procedures applicable to FCA UAW represented employees. Employees of the UAW who are selected for any representative role will be identified by the UAW, subject to the approval of the trustees of the LMC and VEBA Trusts. Removal of a National Joint Program Representative may be effectuated by the trustees. If the Trustees are unable to agree on a potential removal, that issue may be addressed under the dispute resolution procedures of the applicable Trust Fund(s).

## **General**

This Memorandum of Understanding supersedes any prior provisions and/or understandings related to joint activities.

1. The Company will continue to fund the operations of the FCA-UAW Center for Employee Development (also known as the National Training Center, "NTC") through 12/31/23, by within seven calendar days of ratification, making a contribution of \$3 million to the NTC.

2. The parties anticipate that the UAW-FCA LMC and VEBA Trusts will become operational during 2024. When the Trusts advise the NTC that they are prepared to begin operating, the NTC Board will transfer any assets not needed in connection with the dissolution of the NTC to the LMC and VEBA Trusts allocated between the Trusts as determined by the NTC Board. Any contribution due under this agreement to a Trust that is not yet operational will be made to the NTC.

3. As used below, "Compensated Hours" shall have the same meaning as that term is defined in the FCA US LLC Profit Sharing Plan for Hourly and Represented Salaried Employees in the United States.

#### 4. 2024 Funding:

The Company will contribute \$28.64 million to the NTC to fund its operations in 2024 by making four equal quarterly installment payments by 11/30/23, 2/29/24, 5/31/24 and 8/31/24. In the event that the UAW-FCA LMC Trust or the UAW-FCA VEBA Trust is operational at the time that any such payment is due, the payment will be made to that Trust, with 44% of the payment being made to the LMC Trust and 56% of the payment being made to the VEBA Trust unless the parties agree that circumstances warrant a different allocation. Any payment or portion thereof not made to a Trust will be made to the NTC.

## 5. 2025 Funding:

a. The Company agrees to fund the Trusts' 2025 operations by making a contribution ("2025 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented FCA employees for the period starting 11/1/23 through 10/31/24 multiplied by 37 cents or (ii) the aggregate amount contributed to the Trusts to fund their 2024 operations multiplied by 1.03.

b. 44% of the 2025 Contribution will be contributed to the LMC Trust and 56% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.

c. The 2025 Contribution will be transferred to the appropriate trust in four equal quarterly installments by 11/30/2024, 2/28/25, 5/31/25 and 8/31/25. The Company will provide the Trusts with information showing the basis on which the 2025 Contributions are calculated, if based on Compensated Hours, no later than November 30, 2024.

## 6. 2026 Funding

a. The Company agrees to fund the Trusts' 2026 operations by making a contribution ("2026 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented FCA employees for the period starting 11/1/24 through 10/31/25 multiplied by 38 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2025 operations before any offset is applied multiplied by 1.03.

b. 44% of the 2026 Contribution will be contributed to the LMC Trust and 56% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.

c. The 2026 Contribution will be transferred to the appropriate trust in four equal quarterly installments by 11/30/2025, 2/28/26, 5/31/26 and 8/31/26. The Company will provide the Trusts with information showing the basis on which the 2026 Contributions are calculated, if based on Compensated Hours, no later than November 30, 2025.

## 7. 2027 Funding

a. The Company agrees to fund the Trusts' 2027 operations by making a contribution ("2027 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented FCA employees for the period starting 11/1/25 through 10/31/26 multiplied by 39 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2026 operations before any offset is applied multiplied by 1.03.

b. 44% of the 2027 Contribution will be contributed to the LMC Trust and 56% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.

c. The 2027 Contribution will be transferred to the appropriate trust in four equal quarterly installments by 11/30/2026, 2/28/27, 5/31/27 and 8/31/27. The Company will provide the Trusts

with information showing the basis on which the 2027 Contributions are calculated, if based on Compensated Hours, no later than November 30, 2026.

8. 2028 Funding:

a. The Company agrees to fund the Trusts' 2028 operations by making a contribution ("2028 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented FCA employees for the period starting 11/1/26 through 10/31/27 multiplied by 40 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2027 operations before any offset is applied multiplied by 1.03.

b. 44% of the 2028 Contribution will be contributed to the LMC Trust and 56% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.

c. The 2028 Contribution will be transferred to the appropriate trust in four equal quarterly installments by 11/30/2027, 2/29/28, 5/31/28 and 8/31/28. The Company will provide the Trusts with information showing the basis on which the 2028 Contributions are calculated, if based on Compensated Hours, no later than November 30, 2027.

9. The annual contributions to be made to the LMC Trust and the VEBA Trust for any year after 2024 will be reduced to the extent that the net assets excluding property and equipment ("Net Assets") of the applicable Trust on November 1st of the year

preceding the year for which the contribution is to be made exceed the amount due to that Trust for that year before any offset is applied.

Example for LMC Trust:

Aggregate Contribution for 2024 - \$28.64M

Contribution to LMC Trust (44%) - \$12.60M

LMC Trust Net Assets 11/1/24 - \$2.10M

Amount Net Assets Exceed 2024 Contribution

- \$10.50M

Contribution for 2025 ( $\$28.64M \times 1.03 \times .44$ ) -

\$12.98M

Available to LMC Trust for 2025 - \$15.08M (Less

Nov./Dec. Expenditures)

10. All contributions made to the LMC Trust and VEBA Trust will be Trust assets and may be used only in accordance with the provisions of the applicable Trust Agreement.

11. The Trustees of the LMC and VEBA Trusts will provide the Company with annual budgets, including a budget for the portion of the year in which they assume responsibility from the NTC for the joint activities and programs. After reviewing the budgets, the Company will make contributions to the Trusts as set forth above except to the extent that the Company reasonably believes such contributions would violate Section 302 of the Labor Management Relations Act ("LMRA").

12. Decisions made by the Trustees with respect to the Trusts' assets will not be subject to review by the Company nor will the Company have the right to accept, modify or reject those decisions, except that the Company shall have the right not to make

contributions for expenditures that the Company reasonably believes would violate Section 302 of the Labor Management Relations Act.

13. To assist the Trustees in preparing the following year's budget, the Company will provide the Trusts with a report on August 1st of each year showing the total Compensated Hours of all UAW-represented FCA employees for the eight-month period ending June 30 of that same year. The report will be accompanied by the underlying data used to determine the number of Compensated Hours.

14. Each Trust may conduct audits of the Company's payroll and wage records and other records that it may reasonably request to determine whether the Company has satisfied its contribution obligations under the terms of this agreement. The UAW may share the results of its review of the Company's profit sharing calculations, and any information provided to the UAW by the Company for the purpose of conducting that review, with the Trusts to assist the Trusts in determining whether the Company has satisfied its obligations under the terms of this agreement.



## **Memorandum of Understanding on FCA-UAW Center for Employee Development**

Under the 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 '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 make any such required changes after the effective date of the 2023 National Agreement. Unless the parties agree otherwise, all joint activities currently conducted by the NTC, and any joint activity identified in the 2023 Memorandum of Understanding on FCA-UAW Center for Employee Development, will continue. Conforming changes to the National Agreement will not affect the substance of those activities and will be consistent with the spirit and intent of the parties as expressed in the National Agreement.

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

**M-16**

### **Memorandum of Understanding Job Security and Work Assignment Dispute**

During 2023 negotiations, the parties discussed the appropriate process for administering grievances where the Union alleges the Company has violated the agreement by performing or reassigning Salaried Bargaining Unit work. The parties agree that the following process will be utilized to address such disputes.

1. After verbal discussion of the allegation with the Supervisor, the Local Union may submit the matter as a grievance at the first Step of the Grievance Procedure set forth in Section 20 of the National Agreement.

(a) The Local parties may dispose of such grievances by a written settlement thereof, which shall be without precedent,

(b) The parties may process the grievance through Sections 19, 20, and 21 of the National Agreement. If the parties are unable to settle the grievance after exhausting the steps set forth in Sections 19, 20, and 21 of the National Agreement, the Local Union may give to the Company written notice of its desire to submit the grievance to final and binding arbitration, which shall proceed pursuant to Sections 2, 3, 4 and 5 of this MOU, as set forth below,

(c) The Local Union may withdraw the grievance; in which event such withdrawal shall be without precedent.

(d) If the grievance is not dispositioned under subsections (a) through (c) within sixty (60) days of the grievance date, unless such time is extended by mutual agreement of the parties, the grievance will be considered withdrawn without precedent. The maximum time for an extension is an additional thirty (30) days. The withdrawal of the grievance under subsection (d) shall not constitute a waiver of the Union's right to file a petition with the National Labor Relations Board for clarification of the appropriate bargaining units.

2. Following exhaustion of the grievance procedure set forth in Sections 19, 20, and 21 of the National Agreement, the parties may proceed to arbitration. The Appeal Board shall not have authority to rule on such grievances prior to submission to arbitration; however, the parties may consult with and include their respective representatives at the National level at any point during the arbitration process. The arbitrator shall have the authority to provide a final and binding decision on grievances brought pursuant to Supplemental Agreement S-1, Memoranda M-6, Letter 75, Letter 116, Letter 205, Letter 231, and Letter 238 of the National Agreement.

3. No later than fourteen (14) calendar days after the grievance is appealed to arbitration, 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 appealed to arbitration.

4. Arbitration hearings shall be conducted in accordance with the following guidelines:

(a) The hearing will be informal.

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

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

(d) In the interest of narrowing the issues in dispute and to preclude the introduction of new evidence or information not previously brought to the attention of either party, the parties shall:

(i) meet at least twenty-four (24) hours prior to the scheduled hearing to exchange the names of witnesses to be called and exhibits to be used in connection with the hearing and to review their respective positions; and

(ii) jointly prepare and present to the arbitrator at the beginning of the hearing a stipulation of those facts that are not in dispute.

(e) The case of each party will normally be presented by the Labor Relations Supervisor and the Unit Chairman/President. The UAW Regional Representative and the Division Labor Relations Representative may also participate upon request of either local party.

(f) The arbitrator will ensure that all necessary witnesses and pertinent facts and evidence are presented by the representatives of the parties.

(g) The format of each hearing shall be as follows:

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

(ii) Presentation of testimony by witnesses through direct and cross examination.

(iii) Questions of witnesses by the arbitrator.

(iv) Short summation by the parties.

(h) The arbitrator shall issue their decision in writing within fifteen (15) days after conclusion of the hearing. The arbitrator's decision shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for the recommendation.

(i) The arbitrator's decision shall not form a precedent for any future cases or be used as a basis for settlement of any other grievances.

(j) The arbitrator's decision shall be final and binding upon both parties and shall not be subject to appeal under Section (31) of the National Agreement.

5. The expenses and fees of the arbitrator shall be paid as follows: fifty percent (50%) by the Company, twenty-five percent (25%) by the International Union, and twenty-five percent (25%) by the Local Union. Fee schedules and cancellation charges shall be established by the National parties.

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

**M-17**

**Memorandum of Understanding  
Between International Union, United  
Automobile, Aerospace and Agricultural  
Implement Workers of America and FCA US LLC  
Regarding Layoff Status for Employees  
in Belvidere**

The Company and the Union recognize the value of retaining the current workforce in Belvidere to support the future operations planned for at, and in the vicinity of the current location. The Union has clearly articulated that while they are encouraged by the future investment in Belvidere, they also have an interest in obtaining additional income protections for the current employees assigned to that location and on Indefinite Layoff.

In support of our mutual interests, the parties have agreed to the following:

- The Company agrees to convert the existing employees assigned to the Belvidere location that are



currently on Indefinite Layoff to a Temporary Layoff upon ratification of the new Agreement.

- These employees will remain on Temporary Layoff during the term of this Agreement, until such time as they are:

- o Offered a job in their labor market,

- o Returned to active status per the terms of the 2023 UAW Stellantis (FCA US LLC) Agreement,

- o Leave the Company,

- Offer Special Packages to the employees at Belvidere and at other Stellantis locations

- Work together to enable other potential employment opportunities for the current workforce in Belvidere.

- This Memorandum of Understanding – Layoff Status for Employees in Belvidere expires at the end of the new 2023 UAW Stellantis (FCA US LLC) Agreement.

For the UAW:

For the Company:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## **SUPPLEMENTAL AGREEMENT ON PREVENTING EROSION OF BARGAINING UNITS**

This SUPPLEMENTAL AGREEMENT ON PREVENTING EROSION OF BARGAINING UNITS (to be known as the Supplemental Agreement on Erosion), made and entered into on the date of signing of the 1993 National Agreements referred to herein, between DaimlerChrysler Corporation (hereinafter referred to as the Corporation) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (hereinafter referred to as the International Union) and certain of its Local Unions (said International Union and said Local Unions being hereinafter referred to as the Union).

It is not the policy of the Corporation to reassign bargaining unit work so as to erode bargaining units covered by the National Office and Clerical and National Engineering Agreements between the Corporation and the Union, unless the Corporation can demonstrate clear economic, organizational, or geographic reasons for such reassignments. Furthermore, the Corporation will notify the Union prior to any such reassignment of work. In disposing of cases arising under this Memorandum, the Committee including the Impartial Chairman will reverse Management's reassignments only in cases where based upon the facts it is apparent that the motive for the reassignments was to provide work to non-Union personnel at the expense of personnel represented by the Union.

THEREFORE, it is hereby agreed as follows:

I. a. The Corporation and the National DaimlerChrysler Department of the International Union, UAW, each will appoint two representatives to a Joint Committee on Preventing Erosion of Bargaining Units (hereinafter called the Joint Committee). Each member of the Joint Committee shall have one vote, but one representative of either party hereto may cast the votes of both representatives of that party.

b. Any claim within the jurisdiction of the Joint Committee shall be deemed a matter on which the Appeal Board has authority to rule.

c. The Joint Committee will be constituted as herein set forth unless and until the parties mutually agree to change its composition or operation, or to discontinue it.

II. Any claim that the Corporation has reassigned work contrary to the aforementioned policy set forth in the preamble of this Supplemental Agreement shall, after verbal discussion of the claim with the Labor Relations Supervisor, be submitted as a grievance by the Local Union at the Second Step of the Grievance Procedure provided by the above mentioned National Agreements within thirty (30) days after the claim arises.

At the Second Step Meeting each party will endeavor in good faith to furnish the other all facts and information then available with respect to the grievance. All plants and offices will also use the approved erosion grievance checklist. The Unit President or Chairman shall initiate and complete

the checklist in the meeting and management shall cooperate in its completion. The completed checklist will be forwarded to the Regional Director with the grievance and answers as provided for in Section (21)(f) of the Agreements. It is understood and agreed that the checklist shall be used without prejudice to either party and will not be used or referred to in any arbitration proceeding.

If not disposed of at the Second Step within the prescribed time limits, the same shall, if the Regional Director or his designated representative determine the claim warrants merit for appeal, be submitted to the Joint Committee within thirty (30) days after the date of the answer at the Second Step. Such submission shall be made by the International Union by written notice to DaimlerChrysler Corporation, Corporate Union Relations, and shall state the facts and the basis of the Union's claim in reasonable detail. The Joint Committee will meet and consider the matter on a timely basis after receipt by the Corporation of such notice. It may dispose of any such claim (1) by referring it back to the plant of origin as a matter that is not within the jurisdiction of the Joint Committee, or (2) by a written settlement thereof. In the case of claims involving legal issues, counsel for the respective parties may participate in the Joint Committee's discussion. If the Joint Committee is unable to dispose of a claim within thirty (30) days after the same has been submitted to it, the Union may within ten (10) days after said thirty (30) day period, either (1) give to the Corporation written notice of its desire to submit the same to final and binding arbitration by an arbitrator or arbitrators chosen by unanimous agreement of members of the Joint Committee or, in the absence of agreement, by an Impartial Chairman under said

National Agreement, or (2) file a petition with the National Labor Relations Board for an amendment or clarification of the appropriate bargaining unit or units, or (3) withdraw the same, in which event such withdrawal shall be without prejudice to the Union's right thereafter to renew the claim before the Joint Committee. If the Union does not give such written notice of its desire to submit the matter to arbitration or file a petition with the National Labor Relations Board within said ten (10) day period, the matter shall be considered settled, unless said time limit is extended by mutual consent.

III. In order to establish an orderly procedure for processing claims that are referred to the Joint Committee by this Supplemental Agreement or that are hereafter referred to it, each such claim shall be assigned a case number in the order of its submission to the Joint Committee, and unless the members of the Joint Committee unanimously agree otherwise, said Committee shall consider and dispose of them in that order.

Any two members of the Joint Committee may call a meeting thereof on five (5) days written notice to the other members. A meeting may be held at the plant of origin of a matter that the Joint Committee will consider at such meeting, in which event a member of the Local Union bargaining committee and a representative of the local plant management may attend, if requested by the Corporation or the Union. Notices pursuant hereto shall be addressed to the National DaimlerChrysler Department of the International Union, UAW, in the case of its representatives, and to DaimlerChrysler Corporation, Corporate Union Relations, in the case of the Corporation's representatives.

IV. Any employee who, by the terms of this Supplemental Agreement or by a decision of the Joint Committee, an arbitrator, the Impartial Chairman or the National Labor Relations Board, becomes a member of a bargaining unit will have forty (40) days after the effective date of the Supplemental Agreement or decision, as the case may be, in which to become a member of the Union.

The seniority date of such employee will be established in the following manner: (1) if his placement in the bargaining unit is as a result of a decision by the National Labor Relations Board, the Impartial Chairman or an arbitrator, his seniority date shall be his last date of hire, (2) if his placement in the bargaining unit is as a result of a disposition by the Joint Committee, said Committee will endeavor to agree on a seniority date. Failing such agreement within a reasonable time, then the seniority date shall be his last date of hire.

V. The International Union, UAW, shall indemnify the Corporation and hold it harmless against any and all penalties, damages, or claims, including reasonable counsel fees, by reason of or arising out of compliance by the Corporation with the terms of this Supplemental Agreement or any decision of the Joint Committee, an arbitrator, or the Impartial Chairman pursuant thereto.

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

DAIMLERCHRYSLER  
CORPORATION

By Stan Marshall

By T. Gallagher

## **Salaried Bargaining Unit Temporary Employees**

During the 2019 negotiations, the parties discussed circumstances where business needs may exist that require the utilization of temporary salaried bargaining unit hires beyond the scope provided for in Letter (13) Temporary Hires, as contained in the 2019 O C & E Agreement and the applicable provisions of the 2009 Addendum, and the Loan and Security Agreement. The parties agreed to apply applicable sections of the S-1 provision of the Production, Maintenance and Parts Agreement to the Temporary Hires Letter (13) of the E O & C Agreement. Pursuant to and consistent with the above referenced agreement, and by mutual agreement, on a case by case basis, the parties may utilize temporary employees to support business requirements and ensure efficiency of business operations during periods when multiple programs are being developed and launched simultaneously, during times of peak workloads, and in other unforeseen circumstances.

Therefore, it is agreed this Supplemental Agreement shall govern the employment of such temporary employees.

Due to the nature of the work performed by the salaried bargaining unit, temporary employees hired by the Company shall normally be scheduled to work Monday through Friday, in addition to premium days, subject to the following:

A. Temporary employees may be scheduled to work daily overtime and on days for which regular full-time employees receive premium pay as such for

time worked provided they do not displace regular full-time employees.

B. The employment by the Company of temporary employees shall not be considered as an infringement of the rights of regular employees under the 2019 Engineering Office and Clerical Agreement. In no case will a seniority employee be indefinitely laid-off from a plant if the plant is regularly scheduling temporary employee Monday through Friday. At the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the plant pursuant to such a reduction may elect to displace a temporary employee.

C. The Company may discharge or terminate the employment of a temporary employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary employee in cases of claimed discrimination on account of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, gender/identity expression, union activity, and membership in any legally protected class.

D. A temporary employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.

E. A temporary employee shall be subject to the provisions of Sections (9) through (14) of the 2019 Engineering Office & Clerical Agreement. The initiation fee and monthly dues regularly required of temporary employees shall be as determined by the International Union, UAW. Notice of the amounts of



such fees and dues shall be given to the Company in writing by the International Union, UAW.

F. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Engineering Office & Clerical Agreement.

G. A temporary employee shall be eligible for a profit sharing payment consistent with Exhibit F - Supplemental Agreement (Profit Sharing Plan) on a pro-rated basis.

H. A temporary employee shall receive payment at the employee's straight-time salary rate for any of the holidays enumerated under Section (71) of the 2019 FCA US LLC-UAW Engineering, Office, and Clerical Agreement when such holidays occur on a regular workday on the employee's workweek, provided the employee (1) actually worked at least ninety (90) days prior to such holiday, (2) worked his last scheduled working day prior to and his next scheduled working day after such holiday within the scheduled workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

I. In the event a Seniority Employee's Corporate Service Date does not reflect the time the employee spent as a temporary employee, as defined above and in Letter (13), their temporary time will be used to determine their vacation entitlement only. Any break in service will not be applied toward this vacation entitlement.

In situations where disputes arise between the parties, the issue may be referred to the Corporate Employee Relations and the International Union, UAW for disposition.

October 25, 1979

O&C&E  
(1) Transfer with Operations

International Union, UAW

Attention: Mr. Harold Schauer

Dear Sirs:

If an employee in one plant covered by the Corporation-Union Agreements, pertaining to Office and Clerical and Engineering employees, is (a) transferred to a position in the plant not included in the unit prior to March 1, 1977, and (b) is thereafter transferred to another plant, along with other salaried employees in the bargaining unit as provided for in Section (57) of the Office and Clerical and Engineering Agreements, and (c) is subsequently transferred to a salaried bargaining unit job at the new plant in the seniority group which was transferred with the work, he shall commence work as a salaried bargaining unit employee with the seniority ranking he had at the time of his transfer out of the unit, plus the seniority accumulated up to March 1, 1977 while working out of the bargaining unit.

If he is transferred to a position not included in the unit on or after March 1, 1977 and is subsequently transferred to a position in the unit, he shall commence work with the amount of seniority he had at the time of his transfer to a position not included in the unit.

Very truly yours,  
CHRYSLER CORPORATION  
By Donald R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Harold Schauer

October 28, 1985

O&C&E  
(2) Salaried Employees Council

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

During recent National Negotiations, the parties discussed productivity, employee involvement, job security and other issues of mutual concern to the Corporation, the Union and employees. The parties recognized that these issues impact on all Corporate employees, hourly and salary, and are best dealt with by National Councils which take into account overall employee productivity and competitiveness of the Corporation as well as employee welfare.

However, the parties further recognized that our represented salaried employees often have unique problems not common to hourly employees which require new and innovative approaches. Accordingly, a National Salaried Employees Council for Progress is hereby established. The Council shall be chaired jointly by the Director of Union Relations for the Corporation, and the Director of the Chrysler Department, or his designated representative, for the Union. The Council shall have three (3) additional representatives of the Corporation, and three (3) additional representatives of the International Union, as appointed by their appropriate directors. The Council shall be empowered to address issues of major importance to the Corporation and the Union during the term of our National Agreements. In addition, the Council shall have responsibility for monitoring and assisting the following Sub-Councils, or Committees, consisting of two (2) representatives of the Corporation, and two (2) representatives of the International Union, which shall deal with the following specific subject matters:

- Study Committee on Working Hours and Schedules
- Chrysler-UAW National Committee on Technological Progress
- Joint Committee on Preventing Erosion of the Bargaining Units

It is understood and agreed that the Council and its corresponding Sub-Councils are established to promote harmonious relationships in a non-adversarial setting in order to accommodate the well-being of all our employees and the viability of the

Corporation. To that extent, the parties have agreed that such councils do not replace, and are not intended to usurp, the Grievance Procedure or the collective bargaining process.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

December 10, 1982

O&C&E  
(3) Displacement

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

If, as a result of an indefinite layoff as defined in Section (49) which at its commencement is expected to last two (2) or more weeks, a salaried employee with one (1) or more years of seniority would, pursuant to the application of Section (52), (excluding Subsection (b)2.(c) of the Office and Clerical and Engineering Agreements) displace a junior employee on a job for which his base weekly salary calculated in accordance with the Salary Grades and Progression Application Supplement to said Agreements, would be reduced by more than twenty percent (20%), he may elect, in writing, within twenty-four (24) hours after receiving notice of layoff, either to (1) displace the junior employee on such job or (2) be laid off from the seniority group and receive Supplemental Unemployment Benefits, as long as he meets the eligibility requirements for a Regular Benefit as set forth under the Supplemental Unemployment Benefit Plan.

A salaried employee who elects to be laid off shall not, for the duration of such layoff, be entitled to displace a junior employee pursuant to Section (52) or any local supplemental agreement and shall be subject to recall pursuant to Section (53) of the Office and Clerical and Engineering Agreements only to a job the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is eighty percent (80%) or more of the base weekly salary the employee received at the time of

layoff. For purposes of such calculations only, the base weekly salary of the laid off employee will be presumed to include any general or improvement factor increase which became effective after the employee was laid off. If he refuses or fails to respond to such recall, his seniority shall terminate at all plants and units of the Corporation.

If a salaried employee with one (1) or more years of seniority who is indefinitely laid off as defined in Section (49) for two (2) or more consecutive weeks and who does not have sufficient seniority to displace any other employee in his seniority group pursuant to the application of Section (52) (excluding Subsection (b)2.(c) of the Office and Clerical and Engineering Agreements) is recalled pursuant to Section (53) to a job the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is less than eighty per cent (80%) of the base weekly salary the employee received at the time of layoff he may at that time elect in writing to remain on layoff. Thereafter he shall be subject to recall only as provided in the foregoing paragraph with respect to an employee who elected to be laid off. If he refuses or fails to respond to such recall, his seniority shall terminate at all plants and units of the Corporation.

A laid-off employee who does not accept an offer of work pursuant to Section (54) or (55) on a job, the base weekly salary of which, calculated as provided in the Salary Grades and Progression Application Supplement, is less than eighty per cent (80%) of the base weekly salary he received at the time of layoff, shall not for that reason be ineligible for Supplemental Unemployment Benefits.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

October 28, 1985

O&C&E  
(4) Plant Closing

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

In the event a plant of the Corporation in which there is a bargaining unit covered by the National Engineering or Office and Clerical Agreements is closed, the Corporation will discuss with the International Union the feasibility of permitting employees who are permanently laid off as a result of the plant closing and who have accepted work opportunity in a unit in another plant of the Corporation covered by the National Engineering or Office and Clerical Agreements to carry their seniority to the new unit.

Additionally, for employees represented by Local Union No. 889, the provisions of this letter shall apply to an office closing in which an entire office and clerical bargaining unit covered by the National Office and Clerical Agreement is discontinued or transferred to another facility of the Corporation.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Edward A. Rickey

October 29, 1979

O&C&E  
(5) Casual Absence

International Union, UAW

Attention: Mr. Harold Schauer

Dear Sirs:

The Corporation will continue to pay salaried Office and Clerical and Engineering employees for casual absences when such absences are for justifiable and proper reasons, including but not limited to, personal illness, serious illness in the immediate family and other absences normally considered as being unavoidable, and are reasonable in number. The Corporation has not established a fixed maximum for which an employee will be paid casual absences. The extent to which an employee will be paid for such absences shall be determined on the basis of each individual case.

When the Union believes the Corporation denied payment for an employee's casual absence without sufficient reason, the Union may submit a grievance in the Grievance Procedure.

Very truly yours,  
CHRYSLER CORPORATION  
By Donald R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Harold Schauer

November 19, 1990

O&C&E  
(6) Continuous Service

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

For the purposes of Sections (75) and (85) of the Office and Clerical and the Engineering Agreements only, an employee will be deemed to have "continuous service" unless:



(a) he quits, and does not have seniority at another Corporation plant or office;

(b) he is discharged and the discharge is not reversed through the Grievance Procedure;

(c) he is absent for five (5) days without notifying the plant and his seniority is not subsequently restored under Section (42) Paragraph (c) of this Agreement;

(d) he does not return to work when called; unless his failure to return was due to his accepting employment at other plants or offices of the Corporation and refusing recall to the plant or office from which he was laid off;

(e) he loses seniority because he is laid off and not rehired by the Corporation for a continuous period equal to the seniority or continuous service he had acquired at the time of such layoff, or for five (5) years, whichever is longer, provided at the time he does not have seniority or is not working at another plant or office of the Corporation;

(f) he receives permanent total disability benefits under a group insurance policy held by the Corporation and does not return to work with restored seniority;

(g) he retires or receives a pension under the Pension Plan of the Agreement and does not return to work with restored seniority;

(h) he accepts a Separation Payment under the Supplemental Unemployment Benefit Plan or he accepts final payment for which he may be eligible under any other separation benefit plan.

Nothing in the foregoing paragraphs will be construed to break an employee's continuous service if such employee has not lost seniority at all plants or offices of the Corporation.

It is understood that this Agreement will not serve as a basis for any retroactive adjustments of service dates for vacation or salary continuation purposes, and nothing in this Agreement will be used to prejudice either party with respect to their positions on layoff, recall or other seniority rights.

Very truly yours,  
CHRYSLER CORPORATION  
By R. F. Whitcher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

October 12, 2011

O&C&E  
(7) Salary Pay Practices

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

Certain questions of interpretation have developed relative to Sections (66), (68), (69), (71) and (74) of the National Salaried Agreement. The Company's interpretation of the applicable Sections of this Agreement will be as follows:

Section (66)

(i) When death occurs in an eligible employee's immediate family within the meaning of Section (66) of the National Salaried Agreement on the Saturday or Sunday prior to his vacation scheduled to commence on the following Monday, the vacation will be rescheduled at a mutually convenient time.

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

Section (68)

In administering Section (68) of the Salaried Agreement, the Company follows the following procedure:

(i) An employee will be paid the appropriate shift premium for each day worked. The shift premium will only be paid for time worked, and paid casual absence and holidays, and vacation days as provided in Section (79), where the employee would otherwise be scheduled to work a premium shift.

(ii) An employee who works overtime in conjunction with an assigned shift will be paid the shift premiums appropriate to the assigned shift for all time worked.

(iii) First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advanced starting time for all hours worked on such shift. For example, a first shift employee is normally scheduled to work 7:00 a.m. to 3:30 p.m.

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

(iv) While the establishment of starting times is a Management prerogative and the establishment of such times are dictated by valid operating and business reasons, in the event a local unit feels that Management has established a starting time solely and exclusively to avoid the payment of shift premium, they should raise the issue with the International Union who may discuss the matter with Corporate Union Relations.

#### Section (69)

##### (i) Saturday Work

Section (69) provides:

“Time and one-half will be paid as follows:

(b) For time worked in excess of forty (40) compensated hours in the work week.

##### (ii) Saturday Following a Holiday

Except as specified in paragraph (i) above, employees whose shift begins on Friday and work into a Saturday do not receive time and one-half for work on Saturday. A holiday falling during a workweek has no effect on the payment of premium for Saturday work.

##### (iii) Work into a New Workweek

While a workweek has not been defined in the Salaried Agreement, the parties have accepted the following as the definition of workweek for said Agreement:

“The regularly scheduled workweek starts at 12:01 A.M., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled work week starts with the beginning of their shift Sunday night and ends 168 hours thereafter.”

## Section (71)

The holiday for third shift salaried employees who start work Sunday night or Monday night will be designated by Management thirty (30) days prior to the holiday as either the shift that starts the night before the holiday and continues into the holiday or the shift that starts the night of the holiday and continues into the following day. If not designated, the holiday is on the calendar day.

An employee on the third shift who performs work during the designated holiday will receive pay for time worked on such holiday in accordance with Section (70) of the National Salaried Agreement.

## Section (74)

Overtime Pyramiding. Section (74) Overtime Pyramiding Prohibited, provides: "The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments."

In interpreting Section (74), it is understood that, for second shift employees, (i) hours worked on the calendar holiday portion of a shift that begins on a designated holiday and continues into the next calendar day will not be excluded from consideration for overtime premium under Section (69)(a) and (ii) hours worked on the Sunday portion of a shift that begins on Sunday and continues into Monday will not be excluded from consideration for overtime under Section (69)(a).

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

November 20, 2023

O&C&E  
(9) Plant Closing and Sale Moratorium

International Union, UAW

Attention: Mr. Rich Boyer

Mr. Boyer:

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 April 30, 2028, the Company will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset or business unit of any type, constituting a bargaining unit under the Agreement.

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Rich Boyer

September 27, 1999

O&C&E  
(11) Holiday Week

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

Notwithstanding the provisions of Section (71) of the National Office and Clerical and Engineering Agreements, a seniority employee who is temporarily or indefinitely laid off during the fourth workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls, and who received regular salary for his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas holiday period. A seniority employee who is laid off during the fifth, sixth or seventh workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls and who worked his last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period. An employee temporarily laid off shall receive pay for such holidays following his return to work from such layoff.

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

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

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

November 20, 2023

O&C&E

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

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

This will confirm that FCA US LLC intends to continue the Employee Advantage Program for eligible employees, retirees and surviving spouses. Eligible participants include active employees; employees on approved leaves of absence; dependents of eligible employees/retirees; retirees receiving benefits from a normal, early or PTD pension under the Chrysler-UAW Pension Plan; spouses of employees and retirees; surviving spouses receiving benefits from a normal, early or PTD pension; sons and daughters (including stepchildren) of living employees, retirees, and surviving spouses receiving benefits from a normal, early or PTD pension; parents and parents-in-law of employees or retirees; brothers, sisters, step-brothers, step-sisters, half-brothers and half-sisters of employees and retirees; brothers-in-law and sisters-in-law of employees and retirees; and sons-in-law and daughters-in-law of employees and retirees; part-time employees; grandparents; grandchildren; and same sex domestic partners meeting the criteria as defined by the benefits group. Also eligible are survivors of eligible salary employees who receive a monthly Transition benefit and surviving spouses of employees who died while actively employed regardless of pension or marital status; as long as the surviving spouse is alive, the children also remain eligible. Surviving spouse participants must prove relationship to verify eligibility. Notwithstanding the above, active employees may designate one person of their choosing to be an eligible participant in the Program annually. If elected, the recipient will count towards the employee's allotment of six (6) vehicles available annually at the Employee Price.

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 Stellantis active employees, supplemental 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 FCA US 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 Programs and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

O&C&E  
(13) Temporary Hires

International Union, UAW

Attention: Mr. Rich Boyer

Dear Sir:

On occasions the Company finds it necessary to hire additional employees in temporary positions included in salaried bargaining units. Normally, temporary employees are hired for a period not to exceed one hundred twenty (120) consecutive calendar days. They are used for such purposes as replacing permanent employees on vacation or leave of absence. Temporary employees are not hired to



fill positions which are permanent openings or where qualified laid-off salaried, seniority employees are available.

Pursuant to S-2 the parties have identified the need for Temporary Hires to work beyond the 120 day period to protect the efficiency of operations, for example, during periods of high vacation utilization, absenteeism, peak workloads, etc. Accordingly, the International Union and Corporate Employee Relations agree that the parties will, by mutual agreement, extend the use of Temporary employees to address efficiency circumstances as they arise.

Because of the extended period of temporary employment, we believe it desirable to clarify the entitlement of these temporary employees to certain benefits available to permanent employees under our agreements covering salaried employees.

It is the Company's position that temporary employees are entitled to receive only shift premium, overtime premium, and Health Care Benefits, including Dental and Vision coverage, as provided for under M-13 Memorandum of Understanding – UAW Chrysler Entry Level Wage & Benefit Agreement, Attachment A, Section I of the 2023 National Production Maintenance and Parts Agreement, provided they are not covered under Health Care Benefits carried by their parents, spouse, or domestic partner. Further, Subsections 6 of the above referenced Memorandum of Understanding, Attachment A, Section I of the 2023 National Production Maintenance and Parts Agreement are not applicable to temporary employees.

Temporary employees hired to positions included in a bargaining unit would be subject to the Union security provisions of the applicable National Agreement and would be classified and paid in accordance with the applicable Salary Grades and Progression Application Supplement.

It is not intended that an employee be repeatedly hired as a temporary employee for the purpose of depriving the employee of benefits he would be entitled to receive as a permanent employee.

The Company has no intent to circumvent the intended use of temporary employees or to displace regular full-time employees. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid-off salaried, seniority employees are available. Any allegations of improper application of the Temporary Hire language will be directed to Corporate Union Relations and the International Union for resolution.

Very Truly Yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 18, 1993

O&C&E  
(14) New Hires

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

During recent negotiations, the Union expressed its concern that current members be given promotional opportunities. In that regard, the Corporation reaffirmed that it is the policy of Chrysler Corporation that full consideration will be given to filling open jobs by promoting employees of the Corporation.

While maintaining our right to hire and to select employees from outside the bargaining unit to fill open jobs, it is our intention to give full consideration to those employees covered by Sections (60) and (61) of the National Office and Clerical and Engineering Agreements.

If, at any time, the Union claims the Corporation has acted arbitrarily or capriciously in exercising this right, it may submit such claim to the Grievance and Arbitration Procedure.

Very truly yours,  
CHRYSLER CORPORATION  
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

November 20, 2023

O&C&E  
(15) Sale of Operations

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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 2023 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 2023 Agreement.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 19, 1990

O&C&E  
(16) Notice of New Systems and Methods

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

In the negotiations leading to the new collective bargaining agreement, the Union expressed its concern that the modification of existing, or the introduction of certain new systems, methods, processes, or equipment could adversely affect the job security of the represented salaried employees in the plant.

The Corporation reaffirmed its interest, as expressed in the Memorandum of Understanding on Joint Activities, in developing the skills, ability and the potential for advancement of its employees, and in enabling them to keep pace with changing systems, methods, processes and technology. The Corporation will therefore instruct

its Plant Managements that when new, or modifications of existing systems, methods, processes or equipment are introduced in a plant, which can reasonably be expected to adversely affect the job security of employees, the Plant Management will advise the Unit Chairman/President and Local Union President as to the nature of the change in the work and discuss the effect which such change may have on the work force. It will give the Union as much advance notice as it reasonably can prior to the effective date thereof.

If the Local Union believes a training program may be desirable to assist employees to perform such changed bargaining unit work, it may request the International Union to raise the matter with the Corporate Union Relations Staff and to review the matter for possible referral to the National Training Committee.

Very truly yours,  
CHRYSLER CORPORATION  
By R. F. Whitcher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

November 20, 2023

O&C&E  
(20) Discrimination and Harassment Prevention

International Union, UAW

Attention: Mr. Rich Boyer

Dear Sirs:

In accordance with FCA US LLC Policy 3-6 regarding Discrimination and Harassment Prevention

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

Anyone who believes that he or she has been subjected to or witnesses activity or behavior in the workplace that violates this

policy should make FCA US LLC aware of such conduct. A complaint may also be submitted to the EEOC (or similar state agency). Reports or complaints will not affect rights under any applicable collective bargaining agreement, including access to any grievance procedure. Notification within FCA US LLC should be made to:

- EEO Compliance & Governance office; or
- The Ethics Helpline at 1-800-543-1391 and/or [www.integrityhelpline.stellantis.com](http://www.integrityhelpline.stellantis.com)
- The Local Human Resources Office; or Management.

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

- Protect the privacy and reputation of all individuals concerned;
- Maintain confidentiality throughout the investigation process and share information only on a need-to-know basis; and
- Assure that persons against whom allegations are made are treated fairly.

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

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

The Company and the UAW are in agreement that complaints of sexual harassment should be dealt with promptly and fairly under existing internal procedures as provided under Section (4) Letter (124) of the National Agreement and Appendix A, the joint UAW-Management Sexual Harassment Complaint Investigation Process.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Rich Boyer

## Appendix A

### Sexual Harassment Complaint Investigation Process

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

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

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

An Investigation Team will be formed that will include at least one (1), but not to exceed two (2) representative(s) from the Local Union, which may include members of the local Civil Rights Committee, in accordance with Section (4) and Letters (124) and (20) of the National Agreement. Recognizing the desirability of an investigative team made up of one male and one female; each facility will attempt to structure the team accordingly. The EEO Compliance and Governance Office may elect to name a representative to serve as an additional member of the Investigative Team or, where the EEO Compliance and Governance Office is not part of the Investigative Team, local facilities are encouraged to confer with that activity for any guidance that may be required.

In conjunction with the EEO Compliance and Governance Office presence, the Chrysler Department-UAW may elect to also name an additional representative to the Team. Also, where the EEO

Compliance and Governance Office is not part of the investigation, the local Human Resources Manager will, upon completion of such investigation, forward to that activity a confidential copy of the file. Investigations of sexual harassment are to be conducted in a lawful and as expeditious a manner as possible.

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

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

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

EEO Compliance and Governance Office  
Group Human Resources  
Corporate Employee Relations

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

Actions taken in sexual harassment cases will be reported by the local Human Resources Manager to his or her respective Group Human Resources Manager, as well as the EEO Compliance and Governance Office.

Or in the case where the EEO Compliance and Governance Office participated, final disposition shall be reported to the local Human Resources Manager by his or her respective Group Human Resources office. In all cases, the complainant is to be advised when the case is "closed." Such actions shall be monitored to ensure closure to all allegations is accomplished and corporate wide consistency relative to actions taken is maintained. Any discipline assessed shall be done consistent with normal requirements for notification, representation, etc. In cases where an employee is found to have engaged in misconduct of a sexually harassing nature, the transfer of that employee or the transfer of the employee who made the complaint, will generally not be considered appropriate corrective action nor the sole remedy on resolving the complaint. Appropriate discipline, up to and including discharge, may be imposed.

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

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

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



October 25, 1979

O&C&E  
(21) Review Personnel Records

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

November 20, 2023

O&C&E  
(23) 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. Rich Boyer

Dear Mr. Boyer:

The Company has a continuing policy of providing equal employment opportunity in conformance with the Americans with

Disabilities Act of 1990 as amended, the Vocational Rehabilitation Assistance Act of 1973 and the Vietnam Era Veteran's Readjustment Act of 1972 and 1974 and the Uniformed Services Employment and Reemployment Rights Act of 1994 and will make reasonable accommodations in accordance with these laws. The Union also has long recognized the practical and moral value of these policies. Accordingly, it is agreed that, notwithstanding the provisions of Section (48) of the National Office and Clerical and Engineering Agreements, and any Local Supplemental Agreement negotiated pursuant thereto:

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

2. If there is no such job in their department or division and there is a job they can perform in the plant, consistent with their assigned physical restrictions, they will be placed on that job in accordance with the provisions of Section (52)(a)3. At no time shall such placement violate any other employees seniority rights.

3. Prior to placing an employee on a job outside of their department, the Company shall notify the Local Union to ensure that there is not suitable work available within the employee's department, and that the placement is in accordance with their seniority.

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

February 3, 1971

O&C&E  
(24) Layoff Notification

International Union, UAW

Dear Sirs:

During our recent contract negotiations the Union claimed that problems are at times created when numbers of salaried bargaining unit employees are laid off at the same time with a minimum of advance notice to the Local Unit Chairman.

The Corporation responded that before it makes a layoff of a group of bargaining unit employees on the same date that it anticipates will result in the movement of such employees from one department to another or from one seniority group to another, the Corporation will make a good faith effort to give as much advance notice as possible of such layoff to the Unit Chairman of the affected unit. Upon request by the Union to the Labor Relations Supervisor, local Management will discuss the displacement of employees resulting from such layoff with the Unit Chairman.

Very truly yours,  
CHRYSLER CORPORATION  
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Robert H. Taylor

October 22, 2015

O&C&E  
(25) Encouraging Suppliers to Hire Laid Off Employees

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

As we discussed recently, FCA US LLC continues its concern for the future of our laid off seniority employees. We have worked together on our mutual goal of finding re-employment opportunities

for these employees as soon as possible looking both within and outside of the Company.

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

(30) Stellantis Production Way Employee Participation

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

During discussions leading to the 2023 Agreement, the parties reviewed the fact that in many of our facilities, the local parties have assigned Local Union representatives and appointees to the Domains as joint leads. The parties agreed that a full fledged partnership in Stellantis Production Way (SPW) implementation including development, leadership, administration, execution, training and coaching is necessary for success. The parties also shared their concern that the concept of full fledged partnership through joint leadership must not result in selective implementation of SPW. 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, SPW must function strictly as developed and designed, and be implemented in a true joint partnership between the Company and the Union. It is also noted that SPW is an operating system owned and operated by Stellantis, the terms and conditions of which are proprietary and that the purpose for the requirement to jointly implement SPW 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, joint partnership. This is a full fledged partnership in joint support of SPW implementation, execution, training and coaching 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.

- SPW is a holistic road-map to Lean Manufacturing the parties have experienced.

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

Accordingly, the parties have arrived at the following understandings:

- Some Domains may continue to be assigned a UAW represented joint lead from among the existing UAW plant level representatives or appointees.

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

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

The UAW Vice President and Director of the Stellantis Department will be permitted access to the Total Production Cost (TPC) rooms in each facility to participate in strategic planning activities.

The SPW Master Planners in each manufacturing facility will have a UAW SPW Plant Lead to assist with the support, administration and dissemination of the all encompassing operating system processes and facilities short to long term business plans. The UAW SPW Plant Lead will also support validations of plant self assessments, calibrations and Shop Floor Management (SFM)

board reviews. The UAW SPW Plant Lead's Domain knowledge, SFM leadership and business acumen will be critical to driving projects, ensuring kaizen completion, and cost saving projects to meet the execution of the plant road-map and improvement of the plant Key Performance Indicators.

The parties acknowledged that individuals who are capable of functioning at the UAW SPW Plant Lead level must first exhibit a strong knowledge and application of SPW Domain methodologies. They must demonstrate a high level of involvement with the SFM process on the shop floor. They show mastery of plant business acumen through delivery of projects, kaizens completed, and workshop participation. They must have held multiple roles in the plant organization. Through a standardized evaluation process, these individuals must demonstrate engagement in the Domains and SFM activities that require shop floor leadership, including audit preparation, presentation skills, kaizen activity and autonomous radar chart gap closure. UAW SPW Plant Lead openings will be filled following a thorough selection process by the UAW Vice President and Director of the Stellantis Department and reviewed by the Stellantis Vice President of Employee Relations to confirm the final selection of the UAW SPW Plant Leads.

The objective of these understandings, is to jointly accelerate and improve the systematic and full implementation of SPW. The parties agreed that SPW 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 SPW that are designed to result in short term gain and advance personal agendas. The parties also agree that senior level Management will instruct and encourage its managers at the shop floor level to solicit, welcome and give full weight to the voice of employees for the purpose of generating the dialog necessary for moving from mere employee compliance, to understanding and internalization of SPW.

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 SPW shall replace and supersede all prior Employee Participation programs. 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 model such as the Team Leader selection and removal process for the purpose of closer alignment with SPW.

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

The National Council shall be composed of five (5) representatives of the UAW International Union and five (5) senior level representatives of the Company and shall be co-chaired by the Vice President and Director of the UAW Stellantis Department and the Company's Vice President, of Manufacturing. The National Council will meet bi-annually or more frequently if mutually deemed desirable or necessary, in performance of their role to provide ongoing leadership to the above described local parties. Furthermore, the parties agree to include SPW program implementation and effectiveness review on the JSOES meeting agenda. Also, the SPW Lead for North America will extend invitations to the UAW Assistant Director Stellantis Production Way and UAW International Representative SPW Deployment Team Lead to the weekly SPW Deployment Meeting and the SPW Monthly Business Club Meeting.

Any issues on SPW 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,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

May 16, 1988

O&C&E  
(31) Career Advancement

International Union, UAW

Attention: Mr. Homer Jolly

Dear Sirs:

During the recent negotiations, the Union pointed out there are certain employees who have qualified themselves for new career fields who wish to make application for a transfer into a classification of the same or lower salary grade in order to further their careers.

The Corporation agrees to accept such application along with a copy of the employee's Personal History Record only when the transfer sought could result in the employee gaining an opportunity for eventual advancement into a higher graded position.

In considering such applications, Management will give due regard both to the employee's qualifications and the effect such a transfer would have on the operation from and to which the employee wishes to transfer.

Very truly yours,  
CHRYSLER CORPORATION  
By J. E. Thomas

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Homer Jolly



September 21, 1973

O&C&E  
(35) Overtime

International Union, UAW

Attention: Mr. Robert H. Taylor

Dear Sirs:

In the negotiations leading to the National Office and Clerical and Engineering Agreements dated today, the parties discussed at length the subject of heavy overtime schedules worked by some employees covered by the two Agreements. The parties recognized in those discussions that the Corporation's need for overtime work and local overtime agreements and practices varied greatly from location to location and also among the various office and clerical and engineering groups at each location.

This will confirm our understanding that local overtime practices and agreements may be continued. In the event any local unit, because of a particular situation it considers troublesome, wishes the voluntary aspects of the National Memorandum on Overtime be applied to it, a request may be made to the International Union to negotiate with the Corporation on the matter.

Very truly yours,  
CHRYSLER CORPORATION  
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Robert H. Taylor

October 14, 1996

O&C&E  
(36) Travel Time

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During these negotiations, the Union and the Corporation discussed certain situations where the Union felt there has been inconsistent application of the Corporation's policy on the payment of travel time. The Corporation reaffirmed that in compensating Clerical-Engineering-Technical employees whom you represent for time spent traveling on Company business, it would continue to be the Corporation's policy to follow the principles of the Federal Fair Labor Standards Act and Part III, Section 4 of the Portal-to-Portal Act. The parties agreed that the Corporation's policy of following the principles of the Fair Labor Standards Act and Part III, Section 4 of the Portal to Portal Act often resulted in disparate treatment of Clerical-Engineering-Technical employees depending upon the individual travel circumstances involved. In an effort to assure the consistent application of the Corporation's travel time policy, the Corporation will reissue to the plants its revised administrative guidelines incorporating the clarification outlined below:

A. When employees travel to another city on the day prior to a temporary training or work assignment, regardless of the assignment's duration, they are to be paid for all such travel time at their regular salary including appropriate premiums as follows:

1. Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus actual ground travel, up to two (2) hours, to the destination, for example, hotel/motel, seminar, or work location, etc.

2. Driving personal or Company Vehicle: Travel time begins at the time the employee leaves home until arrival at the destination, for example, hotel/motel, seminar or work location, etc., if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.

B. Assuming that the return trip occurs outside of the normal work hours on the last day of the temporary assignment, employees are to be paid such travel hours at their regular salary, including appropriate premium as follows:

1. Air Travel: Travel time begins at the scheduled flight departure time until the actual arrival at the airport, plus the actual ground travel to the employee's home, up to two (2) hours.

2. Driving personal or Company Vehicle: Travel time begins at the time the employee leaves the temporary training, assignment, seminar, or work location until arrival at the employee's home if not more than 300 miles. If the destination is over 300 miles, the employee will be paid the air travel time as prescribed above.

If a question arises concerning the application of this travel time policy in a particular situation, the International Union may discuss the matter with the Corporate Union Relations Staff; and if the Union feels that a particular location is not endeavoring to schedule employees during normal working hours or per these guidelines, the International Union may raise the matter with the Corporate Union Relations Staff who will review with that location the intent of the provisions of this letter.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

December 16, 2019

O&C&E  
(37) Salary Continuation Procedures

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

In administering the Salary Continuation Plan, the Company will apply the following procedures:

A. Salary Continuation - S&A 5-Day Plan

If a clerical-engineering-technical employee covered by the National Office & Clerical or National Engineering Agreements is disabled into a weekend where, prior to March 1, 1971, Sickness

and Accident benefits were payable, the period of disability will be regarded as a disability absence under the Salary Continuation Plan, and provided the employee is otherwise eligible under the Salary Continuation Plan, Salary Continuation payments will be made. Medical evidence required to qualify for Salary Continuation payments pursuant to this Understanding shall be the same as required under the Insurance Program, Exhibit B. In implementing this Understanding, when an employee is absent from work due to illness on Wednesday through Friday or Thursday and Friday and returns to work the following Monday with medical evidence necessary to substantiate the absence on Wednesday through Friday or Thursday and Friday, he will be considered to be on a Disability Absence for the respective period of absence.

**B. Notice of Layoff**

In situations where a disability starts after an employee has been notified of his last day to be worked and Salary Continuation payments cease as of this last scheduled work day, the Company agrees to meet with representatives of the FCA Department of the International Union to discuss and work out a solution on individual cases to the mutual satisfaction of both parties.

**C. Salary Continuation - 3-Day Back Up**

In each case where a totally disabled employee sees a licensed physician during such disability, full salary will be paid to the employee under the Salary Continuation Plan for days not worked up to three working days (excluding Saturday and Sunday) that the employee lost immediately prior to his becoming eligible for sickness and accident benefits. Sickness and accident benefits that the employee could have received had he complied with the Salary Continuation Plan will not be subtracted from the working days for which he received full pay as set forth above.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

O&C&E  
(38) Diversity Training

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

November 19, 1990

O&C&E  
(41) Absenteeism

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During negotiations leading to the current National Office and Clerical and Engineering Agreements, the parties discussed the adverse impact of absenteeism on quality, efficiency of operations and costs, as well as the unfair burden placed on those employees who regularly work as scheduled. To that end, this letter will serve to notify the International Union of the Corporation's intent to deal with the employee who continues to breach the obligation to work regularly as scheduled in return for the benefits of employment and job security afforded by the present Agreements.

While this letter is not intended to deal with employees whose records should appropriately be addressed by corrective, progressive discipline, it is intended to apply to employees who avoid corrective, progressive discipline by attributing their absences to frequent and recurring illnesses, and therefore, have become, in effect, part-time employees who enjoy full-time benefits and job security.

The Corporation informed the Union that methods for dealing with these employees shall include, but not be limited to, counseling and where appropriate referral to outside agencies, denial of benefits, independent medical exams, and possible discipline up to and including discharge. Disputes are subject to the Grievance Procedure, and appeal of a termination may be referred directly to the second step of the Grievance Procedure. If unresolved, the issue may be referred to an Impartial Chairman who will determine if in fact the individual has become a part-time employee being afforded full-time benefits and job security, and therefore, such termination was proper.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

December 16, 2019

O&C&E  
(42) Seniority of Officers

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

Notwithstanding the provisions of Section (44) of the National Office and Clerical and National Engineering Agreements, it is agreed that in Amalgamated Local Union No. 889 and Amalgamated Local Union No. 412, one (1) Amalgamated Local Vice-President shall, in the event of layoff and recall be continued at work at all times when one or more departments or functions thereof are at work, provided that they have the ability to perform the available work.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

February 3, 1971

O&C&E  
(43) Restricted Area

International Union, UAW

Attention: Mr. Robert H. Taylor

Dear Sirs:

If, in connection with the investigation of a pending grievance under the National Office and Clerical Agreement or the National Engineering Agreement, both dated February 3, 1971, a dispute arises concerning access by a Steward to an area that is restricted for security reasons or in which employees are not members of a bargaining unit, the Steward shall refer the matter to the Unit President or the Unit Chairman as the case may be. The Unit President or Unit Chairman may discuss the matter with the Labor

Relations Supervisor at the plant. If the dispute is not satisfactorily resolved, it may be referred to Corporate Union Relations and the International Union.

If, in connection with the investigation of a grievance at Step 2 of the Grievance Procedure, by one of the two Union representatives specified in Section (21)(d) in said Agreements, a dispute arises concerning access by such representative to an area restricted for security reasons or in which employees are not members of a bargaining unit, the Unit President or Unit Chairman, as the case may be, may discuss the matter with the Labor Relations Supervisor at the plant. If the dispute is not satisfactorily resolved, it may be referred to Corporate Union Relations and the International Union.

Very truly yours,  
CHRYSLER CORPORATION  
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Robert H. Taylor

October 12, 2011

O&C&E  
(45) New Hire Orientation Program

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the 2003 negotiations leading to the National Office and Clerical and Engineering Agreements, the parties agreed to include newly hired salary bargaining unit employees in the jointly developed, standardized New Hire Orientation Program. It is intended that newly hired salary bargaining unit employees would attend a scheduled orientation when the number of new hires, hourly and/or salary, warrants such a Program.

This standardized training will be followed by additional training, as warranted, at the specific location where the employee is assigned to work. Employees will be scheduled, and on a straight time basis, paid for both the standardized and location specific orientation.



The orientation will provide information regarding our business, the benefits, opportunities and responsibilities they will have as employees of the Company and as members of the Union, to include the history of each organization. The information may also include the Union's and Company's perspectives on issues which affect the workplace and community. The location specific orientation shall be conducted, in part, by a representative of the Plant Human Resource Department and, in part, by a Union official. The orientation shall be conducted during normal working hours allowing for Local Union input and presentations.

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

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

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

September 21, 1973

O&C&E  
(47) Vacation

International Union, UAW

Attention: Mr. Robert Taylor

Dear Sirs:

Sections (76)(d) and (78)(d) of the National Office and Clerical and Engineering Agreements provide that an employee who has been on disability absence for over one year and does not work for thirty (30) calendar days in the current year, shall not be eligible for vacation accrued in the previous calendar year.

This will confirm that, notwithstanding these provisions the Corporation will give consideration on an individual basis to granting vacation eligibility to such an employee who goes directly from a disability absence to retirement status.

Very truly yours,  
CHRYSLER CORPORATION  
By D. R. Smith

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Robert H. Taylor

October 29, 2007

O&C&E  
(50) Qualifying Periods

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the recently concluded collective bargaining negotiations, the Union expressed its concern that employees were occasionally promoted, pursuant to Sections (60) and (61) or given work opportunity pursuant to Section (54) of the National Office and Clerical or the National Engineering Agreements, without proper orientation to the new position. We advised you that pursuant to the various propositions discussed during negotiations that such employees shall be subject to a sixty (60) day qualifying period. During the qualifying period, such employees shall receive appropriate instructions, training and directions in the performance of the new position. Furthermore, during this period, the employee shall be appraised and the appraisal shall be discussed with the employee on the thirtieth (30th) and sixtieth (60th) day of employment on the new position. If, at the conclusion of the qualifying period, the employee has not exhibited the ability to perform the new position, he shall be returned to his former position or status. In addition, during such qualifying period, Management shall not be obligated to schedule the employee for overtime assignments.

If employee training is required in the new position and it has been demonstrated by the Union that training was not provided, the employee will be provided said training and the qualifying period will be extended for a period mutually agreed upon by the parties to

provide time to complete the training. In cases where the qualifying period has been extended, management reserves the right to disqualify the employees for performance issues once reasonable time has been given during the new qualifying period.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 28, 1985

O&C&E  
(53) Supervisory Ratio

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

In the course of these negotiations, the Corporation presented to the Union, workforce data reflecting the number and percent of Management and other non-bargaining unit employees in relation to bargaining unit employees. Examination of the data established that there were no essential differences in the relationships on any of the dates referenced in the data and reductions occurred on a generally proportionate basis.

The parties recognize there could be cases in some locations where there may appear to be disproportionately high numbers of employees who directly supervise bargaining unit employees. Management has agreed to review and discuss any relevant information and data presented by the Union regarding such claims in a meeting attended by the Plant Manager or his equivalent in non-manufacturing operations, the Personnel Manager and the Department Manager, and by the Local Unit President/Chairman, the Local Union President and the Regional Representative. It is agreed that in analyzing such data, consideration must be given to the composition of the total plant/ office organization and current operational requirements.

If such claims are not settled, they may be referred to the International Union who may request Corporate Union Relations to make arrangements for a representative of the International Union to discuss the matter with the principal operating manager of the related division or group and its Personnel Manager. If the Union's claim is not resolved after relevant facts are exchanged between the parties, the Union may refer it to the Vice President and Director, Chrysler Department, UAW, who may request that Corporate Union Relations arrange for him to discuss the claim with the Executive Vice President and the Personnel Manager for the operating function.

It is intended that such meetings will be held as expeditiously as the circumstances permit.

It is also agreed that in order to minimize possible future misunderstandings during temporary layoffs, the following instructions have been given to the plants/offices relative to temporary layoffs:

During periods of temporary layoff, supervisory personnel will be temporarily laid off unless (a) they are on vacation, (b) they are supervising employees who remain at work, or (c) they are required for training or to perform definite assignments.

In the event supervisors are retained in accordance with (c) above, local management will, upon request, advise the Local Union of the numbers of supervisors scheduled to work and the reasons for retaining such supervisors.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas W. Miner

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 28, 1985

O&C&E  
(54) Multiple Starting Times

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

During negotiations of the collective bargaining agreement dated today, the Union expressed its concern with multiple starting times on a shift.

The Corporation explained that starting times at individual Corporation locations are based primarily on the nature of the operations and are established to provide for the efficient utilization of manpower and facilities in order to achieve operating objectives.

Recognizing the concern of both parties, it is agreed that if within a unit there are multiple starting times among employees on the same classification, in the same department on the same shift, the Local Union may request the Plant Management to negotiate an agreement covering the selection of shift starting times. Any such agreement shall have sufficient flexibility to give full protection to the efficiency of operations at all times.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Edward A. Rickey

November 20, 2023

O&C&E

(56) Activities Representative - Kokomo/ITP and Belvidere

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the recent negotiations, the Union expressed concern with respect to having its members at the combined Kokomo/ITP locations properly serviced in matters pertaining to Health and Safety, EAP, Benefits and other activities as may be assigned.

Accordingly, it is agreed that, subject to the conditions set forth below, the International Union, UAW may appoint one (1) Activities Representative each for the combined Kokomo/ITP who shall be a regular employee on the active roll having seniority and in a unit represented by the UAW. Belvidere shall have a regular salaried employee on active roll and having seniority and in a unit represented by the UAW. Responsibilities will include but are not limited to the following:

- Health and Safety matters pursuant to the terms and conditions of the Memorandum of Understanding - Health and Safety.
- EAP duties as deemed appropriate pursuant to the terms and conditions as set forth in Letter (74), Employee Assistance Program Representative.
- Benefit matters relating to pension, insurance programs and SUB local appeal matters subject to the terms and conditions as set forth in Letter (62).
- Other activities that may be required and agreed upon by the parties.

It is understood that the Representative's hours per week for the foregoing shall not exceed forty (40) hours for the combined Kokomo/ITP and eight (8) for Belvidere.

Should administrative questions pertaining to the terms and conditions of this letter arise, they shall be referred to the International Union, UAW and the Corporate Union Relations Office for resolution.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

December 16, 2019

E&O&C  
(57) Interpretation - Section (1)(b)

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the recent negotiations, we have discussed at length the application of Section (1)(b) of the National Engineering and Office and Clerical Agreements to the employees of a new plant.

The parties acknowledged there are factors which should be considered in the determination of the recognition of salaried engineering and technical and office and clerical versus hourly employees at new plant locations and that circumstances in each case may be different.

The Company advised the Union that if a new plant in the United States is opened by the Company (i) to produce a product that is the same as that being produced in a plant in which the Union is currently the bargaining representative for the engineering and technical and office and clerical employees, and (ii) when hourly employees in the new plant are granted recognition under the National Production and Maintenance Agreement, then such new plant will be considered to be covered by Section (1)(b) of the National Engineering and Office and Clerical Agreements as though there has been a transfer of operations.

It is understood and agreed the foregoing will apply only to new plants of the Company.

The International Union, UAW, shall indemnify the Company and hold it harmless against any and all penalties, damages, or claims, including reasonable counsel fees, by reason of or arising

out of compliance by the Company with the terms of this Letter or in the interpretation or application of Section (1)(b).

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

November 20, 2023

O&C&E  
(60) Tuition Assistance Plan

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

FCA US LLC and the UAW reaffirmed the necessity of providing active and temporarily laid-off seniority employees opportunities for education and training to develop job skills and competencies to improve their potential for job advancement within FCA. Accordingly, the parties hereby agree to continue the Tuition Assistance Plan for all qualifying employees who wish to pursue further education and training.

Under this Plan, qualified employees are eligible to receive assistance in the form of up-front payment for job related degree-seeking courses at nationally or regionally accredited schools. Degree programs are subject to approval by the UAW/Chrysler National Training Center- FCA Tuition Plan Administrators. Additionally, FCA and the UAW will continue to jointly identify courses of study for certificate programs associated with appropriate joint programs offered.

### **Courses**

Suitable courses are those approved by the UAW/Chrysler National Training Center, such as those required for high school completion or high school equivalency certification, university, and college.



## **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.

**Appeal Process:** The Union expressed concerns regarding the Appeal Process for denied courses and degree requests. For the purpose of this program, a standardized appeal process will be implemented within ninety (90) days of the agreement ratification.

The National Training Center has the authority and discretion to interpret the terms of the Plan under the provisions of the Memorandum of Understanding on Joint Activities (M-3) FCA-UAW Center for Employee Development (M-14). 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.

## **Eligibility**

Eligible employees are defined as a UAW represented FCA employee on the active employment rolls or on temporary layoff with seniority under the terms of the current FCA US LLC / UAW National Agreement. Employees must be on active roll or on temporary layoff for the duration of the course term. 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 eligible UAW represented FCA employees on Military Leave of Absence or who have been appointed or elected as union officials on leave of absence under Section (67)(a)(i) of the National Agreement.

## **Supplemental Employee Eligibility**

During 2023 bargaining the parties agreed to include Supplemental Employees in the Tuition Assistance Plan (TAP) benefit to enhance their opportunities for education and training. Following are the eligibility criteria for Supplemental Employees:

- 1) must have actually worked ninety (90) days prior to utilizing the TAP benefit
- 2) must remain actively working while utilizing the TAP benefit

### **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 Tuition Assistance Plan provides up to \$8,000 per calendar year for job related degree-seeking courses at nationally and regionally accredited colleges or universities. The Plan allows for up to \$1,000 per year (of the \$8,000 maximum eligibility) reimbursement for degree related books. Employees must receive a passing grade to qualify for Tuition Assistance. Incomplete and failed courses will not be covered.

The UAW-Chrysler National Training Center has the authority and discretion to interpret the terms of the Plan under the provisions of the Memorandum of Understanding on FCA-UAW Center for Employee Development. 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.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

September 29, 2003

O&C&E  
(62) Benefit Plans Representative

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During the recent negotiations, the Union expressed concern with respect to servicing its members at certain locations on matters relating to pension, insurance programs, and SUB local appeal matters.

Accordingly, it is agreed that, subject to the conditions set forth, the International Union, UAW may:

A. Appoint two (2) Salaried Benefit Plans Representatives, who shall be regular salary employees on the active roll having seniority and working in the DaimlerChrysler Center Complex in a unit represented by Local No. 412, and one (1) Salaried Benefit Plans Representative who shall be a regular employee on the active roll having seniority and working in a unit represented by Local No. 889, to handle such matters for all units of Local No. 889 members. The maximum number of hours per week in which each Benefit Plans Representative will be allowed to perform his functions shall be determined on the basis of the number of represented employees on the active roll at the DaimlerChrysler Center Complex represented by Local No. 412 and all units of Local No. 889, respectively, in accordance with the schedule specified in the Production and Maintenance Benefit Plans Representative Letter dated May 16, 1988.

B. A Part-Time Salaried Benefit Plans Representative, who shall be a regular salaried employee on the active roll having seniority and working, for each of the following geographic locations: Chelsea Proving Grounds and Local 212 Engineering Units. Such representatives shall function only so long as the number of represented employees on the active roll at those locations listed above remains at 101 employees or more. A Benefit Plans Representative shall be allowed up to a maximum of eight (8) hours per week without loss of pay for time spent in handling such benefit matters.

Such aforementioned agreement is subject to the following conditions:

(i) If the Benefit Plans Representative wishes to leave his work to handle one of the aforesaid matters for an employee at his plant, he shall so advise his supervisor and report to his supervisor when he has disposed of the matter. Before talking to the employee, the Benefit Plans Representative shall also make prior arrangements with the employee's supervisor to do so;

If the Benefit Plans Representative has occasion to visit another plant in relation to a benefit matter, he shall make arrangements in advance with that plant's Labor Relations Department and identify the specific problem and the area he wishes to visit. After arrangements are made, he shall notify his supervisor of his destination and time of departure. Upon arrival at the other plant, he shall contact the Labor Relations Department which will make arrangements for him to speak to the employee or visit the area involved. He shall notify the Labor Relations Department of his departure time;

The Benefit Plans Representative shall keep a daily log of such visits, noting his destination and arrival and departure times. Such log will be submitted to his supervisor each day.

(ii) The Benefit Plans Representative shall be restricted to non-premium hours in handling such benefit matters and the time spent on them shall be compensated at his regular salary rate.

(iii) The privilege of the Benefit Plans Representative to leave his work during regular working hours without loss of pay is subject to the condition that the time will be devoted to the prompt handling of benefit matters and will not be abused, and that the Benefit Plans Representative will perform the work to which he is assigned at all times, except when necessary to leave his work to handle matters as provided herein.

(iv) Notwithstanding his position on the seniority list, the Benefit Plans Representative shall in the event of a temporary layoff or an indefinite layoff be continued at work at all times when one or more departments or fractions thereof, of his unit, are at work, provided he has the ability to perform the work being done at the time.

(v) If the Corporation believes that the Benefit Plans Representative is abusing any of the provisions hereof, it may upon thirty (30) days' written notice to the International Union terminate this arrangement.

The Benefit Plans Representative shall perform only the duties of Union representatives as expressly set forth in the Pension

Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other salaried Union representatives in the complex, plants or offices shall not participate in benefit plan matters except as any of them has been designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan.

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

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

A Benefit Plans Representative shall also cease to function as provided herein upon receipt of written notice from the International Union to the Corporation. Such notice shall include the same identification information as set forth above.

The Corporation further agrees it will, insofar as is reasonably practicable, cooperate with such employee in performing his function as a Benefit Plans Representative.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

November 19, 1990

O&C&E  
(63) Grievances/Special Conferences

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

Both the Corporation and the Union acknowledge that the purpose and intent of the Grievance Procedure is to assure the prompt, fair and orderly resolution of grievances.

A. Grievance Meetings

The Corporation assured the Union of our desire that each grievance receive prompt, fair and objective consideration. Similarly, the Union assured the Corporation that it will make a sincere effort to see that grievances are processed without undue delay.

To encourage the prompt handling of grievances, it is agreed that if the Union has not requested a Step 2 Meeting with Management on a grievance within a reasonable time after its appeal from the previous Step, the appropriate Management representative shall advise the Union in writing of its wish to have a Step 2 Meeting on that grievance. If the Union fails to arrange a meeting to discuss the grievance within seven (7) working days from the date of Management's letter, the Corporate Union Relations Staff will discuss the matter with the International Union, which in turn, will take appropriate action to ensure a Step 2 Meeting.

If the Union claims Management is unwilling to meet on a grievance in Step 2 of the Grievance Procedure within a reasonable time after its timely appeal, it will request a meeting in writing. If Management fails to schedule a meeting in response thereto, within seven (7) working days, the International Union will discuss the matter with the Corporate Union Relations Staff, which in turn, will take appropriate action to ensure a Step 2 Meeting.

The parties recognize the value of providing a full and fair exchange of factual information and of having in attendance at grievance meetings, representatives who are qualified to discuss the facts and issues. However, except as specified in our Agreements, there is no obligation on any particular representative to be involved in grievance meetings.

Where the Local Union believes appropriate Management representatives are not involved in grievance meetings, it shall direct its complaint to the plant Labor Relations Supervisor for review. Any unresolved problem may be referred to the International Union for review with Corporate Union Relations.

#### B. Sections (5) and (17) Meetings

If either the Local Union or plant management incur a problem with the other party in establishing: (i) dates for convening; and/or (ii) the appropriate numbers of representatives attending a meeting pursuant to Section (5) or Section (17) of the Agreements, such disputes shall be referred to representatives of the Corporate Union Relations Staff and the Chrysler Department of the International Union. Such representatives shall determine the appropriate number of attendees at such meeting and shall establish an expeditious time and date for the meeting.

#### C. Grievances - Disciplinary Action

During discussions as early as Step 2 of the Grievance Procedure of grievances over discipline, discharge and other terminations from employment, each party will present statement of position reciting facts then known on which it relies and a copy of a document or statement on which the party relies to support its position.

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

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

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

The failure or refusal of the Union to present a full oral explanation of its position shall relieve the Corporation from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or statement which it has in its possession and on which the party relies shall preclude the party from using it before the Appeal Board.

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

Very truly yours,  
CHRYSLER CORPORATION  
By R. F. Whitcher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

October 14, 1996

Engineering  
(64) Salary Apprentice Seniority

International Union, UAW

Attention: Mr. Jim Jensen

Dear Sirs:

The Corporation and Union agree that a salaried employee who completes the salary apprentice requirements under the Supplemental Agreement provisions pertaining to Apprentices and is placed on a job in the same engineering unit and occupational group in which the apprenticeship was completed, shall be granted seniority in the engineering unit as follows:

Upon successful completion of a salary apprenticeship, the employee shall be given a seniority date in the engineering unit which



represents the date the employee first entered the occupational group in which the apprenticeship was completed, provided the employee's apprenticeship was not interrupted for a continuous period of layoff equal to his seniority, or five (5) years, or time spent in the apprentice program at the time of such layoff, whichever is longer. In cases in which the apprenticeship is interrupted as described above, the Apprentice will be given a seniority date which represents the date the employee resumed status as an Apprentice in the Program in the occupational group in which the apprenticeship was completed.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the seniority he had acquired at time of such layoff, or for a period of five (5) years, whichever is longer, shall lose his status as an apprentice. However, prior to the placement of new apprentices, the Chrysler-UAW Apprentice Committee shall have the authority to return the individual to the previously held apprentice classification.

Very truly yours,  
CHRYSLER CORPORATION  
By Robert A. Miller

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jim Jensen

November 20, 2023

(65) Safety and Health Audits

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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 Stellantis 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 Stellantis 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/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. To facilitate cross functional training and benchmark opportunities, one UAW and/or one Management auditor may be replaced by a plant LJHSC member from within the same labor market as the audit location at the discretion of the parties’ respective National Joint Health and Safety Co-Leads.

An available UAW Nurse will accompany the audit team to facilities with onsite Stellantis 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 will be updated in a timely manner in the Company approved database. Changes shall be communicated to all facilities prior to implementation. 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-Stellantis Joint Safety and Health audit team will schedule audits as deemed necessary with the intent to audit once every year for manufacturing facilities and Centerline

PDC, and once every three years for all other facilities covered under the M-13 MOU as directed by the NJC.

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

In the event the Union feels that the corrective action plan is not being implemented in the defined time parameters the matter will immediately be taken up with the NJC through the escalation process defined in M-13 Section IV for prompt resolution.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

O&C&E  
(67) Plant Vacation Shutdown

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

In the event of a temporary summer shutdown, employees may only be required to use one (1) vacation week and shall be entitled to Supplemental Unemployment Benefits (SUB) pay for any additional shutdown time.

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 28, 1985

O&C&E  
(68) Pregnancy Leave

International Union, UAW

Attention: Mr. Marc Stepp

Dear Sirs:

This is to confirm our understanding with respect to the circumstances under which a pregnancy leave of absence may be granted under Section (66)(a) of the National Office and Clerical and Engineering Agreements. Active employees are expected to continue to work until such time as they are physically unable to perform their regular work or other available work. However, upon request an active employee, though not physically unable to work due to pregnancy, will be granted a personal leave of absence for good cause within the meaning of Section (66)(a) subject to the limitations contained in Section (66)(f). Such a leave of absence shall not entitle the employee to any benefit under the Insurance Program that she would not otherwise be entitled to.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Marc Stepp

October 29, 2007

O&C&E  
(69) Flexible Starting Times

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the recent negotiations the issue of flexible starting times was discussed. The Union requested that consideration be given to implementation of flexible starting times at all salaried bargaining unit locations. While not philosophically opposed to the concept of flexible starting times, the Company indicated its unwillingness to agree to implement flexible starting times on a company-wide basis. The Company's concern is primarily over the potential abuse of work hours, added administrative complexity, and the potential for adverse effect on quality and the efficiency of operations. Notwithstanding the Company's concern, the parties concurred that in some instances the implementation of flexible starting times can produce beneficial effects, such as, improved morale and job satisfaction, while having no adverse affect on quality or the efficiency of operations.

To that end, the Company has acknowledged that Local Unions and local plant managements may locally discuss implementation of a flexible starting times schedule. Any flexible starting times schedule agreed to locally must provide for full protection to the efficiency of operations at all times and provide, at least, that: employees must work eight (8) hour days and a minimum of forty (40) hours per week; all participants must work core hours established by Management; the start and quit times will be established by Management; hours cannot be banked or carried over from one day to the next or one week to the next; participation may be withdrawn from any individual for misuse; participating employees desiring to withdraw must obtain permission from the supervisor prior to being allowed to return to the regularly scheduled hours established by department management; the frequency with which flexible starting times schedules may be changed will be determined locally; approval of all proposed flexible starting times schedules must be obtained from the local Human Resources Department prior to implementation; participation in an approved flexible starting times schedule is voluntary; and flexible starting times schedules may be revoked at Management's discretion.

Management's decision to implement, decline to implement, modify, or terminate a flexible starting times schedule shall not be

subject to the Grievance Procedure. Notwithstanding, Management will endeavor to provide adequate notice of its decisions in this regard.

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

November 20, 2023

O&C&E  
(70) Employee Assistance Program

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

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 parties also recognize the importance of promoting the support and guidance which the EAP Representatives provide to employees, thus each facility will provide a bulletin board for use by the EAP Representative.

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 LWCPG, 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 LWCPG, 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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

September 27, 1999

O&C&E  
(71) Access to Procurement and Supply

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During the course of these negotiations, discussions took place concerning the role of the Procurement and Supply activity, particularly with respect to the sourcing process. To address the Union's concerns in this regard, the Company will provide an orientation meeting with senior Procurement and Supply Management within sixty (60) days following the effective date of the new Agreement. The purpose of the meeting will be to review the Procurement process. It is understood by the parties that Procurement and Supply, through the appropriate Program Management Director or Corporate Union Relations will continue to provide information to the National UAW DaimlerChrysler Department related to the purchasing process, sourcing actions and supplier quality concerns as specified in the Memorandum of Understanding-Sourcing (M-10).

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 27, 1999

OC&E, P&M, Parts Agreements  
(73) 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 (37), Use of Past Record.

The Union asserts Section (37) bars consideration of prior discipline beyond the immediate preceding twelve (12) months of active employment when imposing a penalty on a current charge and that the same time restriction is applicable regarding the use of an employee's discipline record when presenting appeals to the Chairman of the Appeal Board.

The Corporation has no disagreement with the Union's interpretation of Section (37) as it regards managements initial act of "imposing" a penalty on a current charge. However, when presenting appeals to the Chairman, the Corporation may respond with evidence as to the employee's total disciplinary record unrestricted by Section (37), if a grievant or the Union advances a claim of prior lengthy good conduct as a ground for reduction of penalty. In the absence of such claims the Corporation will not attempt to include in the arbitration record, either orally or in writing, disciplines which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

November 20, 2023

O&C&E  
(74) Employee Assistance Program Representative

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

For each FCA US LLC plant, including Chrysler Center and Chelsea Proving Grounds, the Director of the Stellantis Department of the International Union, UAW may appoint an Employee Assistance Program (EAP) Representative from among those employees who have seniority under the National Production and Maintenance, Office and Clerical, Engineering or Parts Depot Agreements and who at the time of the appointment are at work in the plant in which they are to function. In addition, the Vice President and Director of the Stellantis-UAW Department may appoint, in each facility, an alternate EAP Representative to perform the duties of the EAP Representative in their absence. For Parts Distribution Centers, the EAP Representative and the alternate shall not be out of the plant and off the floor at the same time. The Director of the Union's Stellantis 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 their functions shall be determined on the basis of the number of UAW-represented employees in his plant in accordance with the following schedule:

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

Furthermore, both parties agreed that manufacturing plants with 2,500 employees or more may appoint an additional EAP Representative. Consistent with the above language this appointment will be made by the Vice-President and Director of the Stellantis Department of the International Union 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 they are to function. This individual will have 40 hours per week maximum off the job.

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

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

- assist in the identification, education, referral and follow-up of employees with problems which adversely affect job performance and/or attendance relating to alcohol and drug dependencies, emotional disorders or personal problems while assuring requisite confidentiality standards are observed;
- act as liaison with appropriate members of line supervision, labor relations, plant medical, other Union representatives, and with the mental health/substance abuse managed care program;
- assist in evaluating the effectiveness of various programs, plans and services;
- participate in formal employee assistance training/instruction programs and review and make recommendations to the Management representative concerning program content;
- assist in coordinating and implementing various local program applications and related services available under the Employee Assistance Program.

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

3. EAP Representatives shall be subject to the following:

(a) It is understood that the EAP Representative for each plant who does not qualify under the schedule herein to perform 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 an EAP Representative.

(b) It is understood that the EAP Representative will be paid only for such time spent in performing their functions as occurs during the time when they are 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 their 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 their department and when so scheduled shall not perform their function as an EAP Representative.

(e) The privilege of the EAP Representative to perform their duties during regular working hours without loss of pay is subject to the conditions (i) that hours off the regular job are to be pre-planned and mutually agreed upon with the Labor Relations Supervisor or their 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 they are assigned at all times except when it is necessary to leave their work to handle their duties as the EAP Representative.

(f) The EAP Representative shall be assigned to the first shift. By mutual agreement with the Labor Relations Supervisor or his/her designated representative, the EAP Representative may adjust their starting time to be available to perform his/her duties on the second or third shift, in which case Sections (69) and (70) of the Office & Clerical, Engineering or Parts Depot Agreement shall not be applicable to them.

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

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

September 29, 2003

(75) Suppliers In Plants

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sir:

During the recent negotiations, the Union raised the subject of supplier employees in the plants performing work which the Union claimed has historically been Salaried Bargaining Unit work.

The Corporation explained that in support of our Corporate goal to be world class by the year 2007, the Corporation has embarked upon a number of new directions with its employees, the Union and outside concerns. As an example, "partnerships" have been formed with suppliers to advance the extended enterprise concept.

Nevertheless, we agreed that under no circumstances should a supplier employee in our plants perform the work of Bargaining Unit employees. When performing tasks on the plant floor related to their product, supplier employees will work in liaison with Union employees of the Corporation, including advance communication, when the work in question has historically been done by represented employees. The intent of this advance communication with an appropriate represented salary employee is to allow for the clarification of roles and responsibilities to prevent unannounced entry into the plant by supplier employees.

In order to eliminate potential disputes and misunderstandings, when a supplier is assigned to a plant, the Chairperson of the Unit at that location will be advised of the nature of the assignment. Further, a procedure will be implemented to ensure a constant flow of communication with the appropriate Bargaining Unit employees from suppliers working in the plant.

The Corporation acknowledged that there have been instances where supplier employees have infringed on Bargaining Unit work in the course of reaching their goal. In an effort to resolve this issue, a letter from the Executive Vice President of Manufacturing and the



Executive Vice President of Procurement and Supply will be sent to suppliers and Plant Managers instructing them as to the contents of the document and holding them responsible for insuring adherence to the commitments made during these negotiations.

In the event the Union believes instances have occurred contrary to the intent of this document, the appropriate Chrysler Department Representative may raise the matter with the Union Relations Manager. They will immediately attempt to resolve the matter. If these parties are unsuccessful in resolving the matter, it may be referred to the Vice President and Director of the Chrysler Department for the Union and the Vice President of Employee Relations for the Corporation who may include the Executive Vice Presidents of Manufacturing and Procurement and Supply to resolve the matter.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 28, 1985

O&C&E  
(77) Hiring Practices

International Union, UAW

Attention: Mr. Edward A. Rickey

Dear Sirs:

We have discussed at length the subject of giving employment consideration to former salaried employees who have lost their seniority rights when we are hiring employees into salaried represented positions.

We advised you that while we retain the right to make employment determinations, it shall be the practice of the Corporation to give consideration to the employment applications of such individuals, presuming i) they have the appropriate qualifications for the open position, and ii) their prior employment record was satisfactory.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Edward A. Rickey

December 10, 1982

O&C&E  
(79) Time Limit on Claims

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

In the past, there have been situations in which both the Corporation and the International Union have agreed that, notwithstanding the provisions of Section (26), Time Limit on Claims, equity and fairness dictated that certain actions were appropriate regarding (i) claims by an employee or by the Union, including claims for back wages, and (ii) deductions from an employee's wages to recover overpayments.

This letter will confirm that in such instances of agreement between the Corporate Union Relations Staff and the Chrysler Department of the International Union, the limitations set forth in Section (26) may continue to be waived in order to provide equitable and fair resolution of such matters.

Very truly yours,  
CHRYSLER CORPORATION  
By Thomas B. Johnston

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

October 14, 1996

O&C&E  
(82) 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 salaried employees of the Corporation.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

November 20, 2023

O&C&E  
(93) Joint Activities Representative

International Union, UAW

Attention: Mr. Rich Boyer

Dear Sirs:

During the recent negotiations, the Union expressed concern with respect to having its members at certain locations serviced by a Joint Activities Representative in matters pertaining to Joint Training, and other Joint Activities.

Accordingly, it is agreed that, subject to the conditions set forth, the International Union, UAW may:

A. Appoint one (1) Salaried Joint Activities Representative, who shall be a regular employee on the active roll having seniority and in a unit represented by Local No. 412, and one (1) Joint Activities Representative who shall be a regular employee on the active roll having seniority and working in a unit represented by Local No. 889. In addition to the aforementioned responsibilities, the Local No. 889 Joint Activities Representative shall also have responsibilities in health and safety matters under the MOU on Health and Safety.

B. Appoint one (1) Part-Time Salaried Joint Activities Representative, who shall be a regular salaried employee on the active roll having seniority and working in the Local 212 Engineering Unit. The Joint Activities Representative of the Local 212 Engineering Unit shall be allowed up to a maximum of sixteen (16) hours per week without loss of pay for time spent handling Joint Activities matters.

Such aforementioned agreement is subject to the following conditions:

(i) If the Joint Activities Representative wishes to leave his work to handle one of the aforesated matters for an employee at his plant, he shall so advise his supervisor and report to his supervisor when he has disposed of the matter. Before talking to the employee, the Joint Activities Representative shall also make prior arrangements with the employee's supervisor to do so.

If the Joint Activities Representative has occasion to visit another plant in relation to a Joint Activities matter, he shall make arrangements in advance with that plant's Labor Relations Department and identify the specific problem and the area he wishes to visit. After arrangements are made, he shall notify his supervisor of his destination and time of departure. Upon arrival at the other plant, he shall contact the Labor Relations Department which will make arrangements for him to speak to the employee or visit the area involved. He shall notify the Labor Relations Department of his departure time.

The Joint Activities Representative shall keep a daily log of such visits, noting his destination and arrival and departure times. Such log will be submitted to his supervisor each day.

The Joint Activities Representative shall be restricted to non premium hours in handling such matters and the time spent on them shall be compensated at his regular salary rate.

(ii) The privilege of the Joint Activities Representative to leave his work during regular working hours without loss of pay is

subject to the condition that the time will be devoted to the prompt handling of Joint Activity matters and will not be abused, and that the Joint Activities Representative will perform the work to which he is assigned at all times, except when necessary to leave his work to handle matters as provided herein.

(iii) If the Company believes that the Joint Activities Representative is abusing any of the provisions hereof, it may refer the matter to the Joint Activities Board for immediate resolution of the problem.

The Joint Activities Representative shall perform only the duties as expressly set forth above.

The Joint Activities Representative shall not participate in the Grievance Procedure, and those matters with which such Joint Activities Representative deals shall not be subject to the Grievance Procedure. Other salaried Union Representatives in the complex, plants or offices shall not participate in joint activity matters as a Union Representative except as any of them has been specifically designated pursuant to the terms of a signed document relating to joint activities. This is not to suggest that such representatives are not or should not be supporting of such programs.

A Joint Activities Representative shall not function as provided herein unless and until the International Union (i) sends written notice to the Company of the name of the employee, his plant, department and social security number and (ii) until the Company advises the plant of the designation and the effective date thereof.

A Joint Activities Representative shall also cease to function as provided herein upon receipt of written notice from the International Union to the Company. Such notice shall include the same identification information as set forth above.

The Company further agrees it will, insofar as is reasonably practicable, cooperate with such employee in performing his function as a Joint Activities Representative.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 22, 2015

O&C&E  
(95) National and Local Training

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

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

#### **I. NATIONAL TRAINING CENTER**

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

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

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

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

- Identify Skill Development and Training opportunities for active employees in the areas of basic education, job-related and interpersonal skills.
- Design promotional materials and activities to encourage the expansion of Joint Union-Management efforts in our society.
- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business, and government to convene and deliberate upon the future of Human Resource Development.
- Authorize studies, demonstration projects and research on topics of mutual interest and importance.
- Monitor and evaluate National Training Center activities and provide status reports to the Joint Activities Board.
- Investigate other career and training counseling alternatives.

## **II. LOCAL TRAINING**

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Norwood H. Jewell

November 20, 2023

O&C&E  
(100) Cooling Off Period

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

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 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,  
FCA US LCC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer



October 14, 1996

(104) College Credit Certificate/ Certification Program

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

November 19, 1990

O&C&E  
(107) Reinstated Grievances

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

During negotiations of the National Production and Maintenance, Office and Clerical and Engineering and Parts Depots Agreements, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances.

The parties also recognized that the maintenance of a stable, effective and dependable Grievance Procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the Grievance Procedure was established and violative of the fundamental principles of collective bargaining.

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

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

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

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

It is understood this Agreement and the Corporation's obligations to reinstate grievances as provided herein can be

terminated by either party upon thirty (30) days notice in writing to the other.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

November 20, 2023

O&C&E  
(108) Pre-Retirement Leaves

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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

A mutually acceptable program has been developed which permits the utilization of voluntary pre-retirement leaves. The parties agreed that in certain circumstances, by mutual agreement, they may agree to a program to place the employee(s) in a Special Program under Attachment A of M-10. Such program would pay the employee(s) at 85 percent (85%) of the employee's base salary to grow into retirement. Such requests must be approved by the National Job Security, Operational Effectiveness and Sourcing Committee (NJSOES).

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

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

-- When approved, the program will be available to an indefinitely laid-off employee or to an employee who may be replaced by an indefinitely laid-off employee. This program will not be made available to employees currently eligible to retire under the provisions of the 2023 FCA US LLC-UAW Pension Plan or any other applicable pension plan.

-- The number of employees to whom the program will be made available will be determined on a case-by-case basis, as approved by the National Job Security, Operational Effectiveness and Sourcing Committee, recognizing the necessity of maintaining employment levels that effectively fulfill the current and future manpower needs of the location.

It is understood that no promotions will arise solely as a result of the implementation of this program.

-- An employee sent home pursuant to this provision will be compensated at 85 percent (85%) of straight-time pay (the employee's base salary in effect at the time of computation).

-- An employee sent home pursuant to this provision under the E, O&C Agreements will be considered to be on Pre-Retirement Leave Status and will receive the same pay and benefits as though the employee was actively at work, except that pertinent pay practices such as holiday pay will be compensated at the 85 percent (85%) rate.

-- The period an employee may be sent home to grow into retirement in accordance with these provisions will be limited to a maximum of twenty-four (24) consecutive months.

-- Employees' Corporate Service Dates will be utilized as the tie-breaker in the event there are more applicants than approved for the program.

-- To be eligible for this program, an employee must agree to retire effective the first day of the month following the month the employee first becomes eligible for any type of voluntary retirement. If an employee would also achieve 30 years of pension credited service within the twenty-four (24) month period, the employee may remain on the Pre-Retirement Leave until the 30 years of pension credited service eligibility. 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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 22, 2015

O&C&E  
(109) Short-Term Military Duty

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

A seniority employee who is called to and attends an annual training encampment or is called to and performs active duty because of a local or national emergency as a member of the United States Armed Forces Reserve or National Guard shall be paid the difference between the employee's base salary to which the employee would have been entitled if not on military duty (including shift premium, if otherwise eligible, but exclusive of overtime and any other premium), and the military basic pay the employee received for those same days.

Payment shall be made for normally scheduled work days that the employee performs short-term military duty and otherwise would have been scheduled to work or, but for the employee's short-term military duty, would have been eligible for holiday pay.

Except for short-term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, the Company's obligation to pay an employee under the provisions of this letter shall be limited to a maximum of thirty (30) scheduled working days in any calendar year. In order to receive payment the following conditions must be met:

1. The period of short-term military or National Guard duty shall not exceed thirty (30) calendar days.

2. The employee shall be called to military or National Guard duty and shall furnish the Company with a copy of the employee's military orders in advance of the employee's military duty; and

3. Upon the employee's return to work, the employee shall furnish the Company with a statement (Military Pay Voucher) of the military pay while on such duty.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Norwood H. Jewell

November 20, 2023

O&C&E  
(111) Mergers, Etc.

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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 2023 Agreements applicable to the facilities or operations affected by such merger, restructuring or combination.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 18, 1993

O&C&E  
(112) Dimensional Analysis

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

During the 1993 negotiations the parties discussed at length the Union's concern regarding sourcing to an outside vendor certain aspects of a new science of tolerance dimensioning to better control vehicle assembly for prescribed objectives for fit, caps, flushness and parallelism. Consistent with a long-term corporate goal of reducing reliance on vendors, such as Trikon, for such dimensional analysis, the Corporation advised the Union of its willingness to provide specific mandatory training in geometric dimensioning and tolerancing (GD&T) for designated Manufacturing Engineering and, where appropriate, Vehicle Engineering personnel to ensure such personnel are proficient with the latest advancements within their respective disciplines.

In addition, the Corporation stated its willingness to immediately begin to integrate CATIA documentation work beginning with 1996 model year programs, currently performed by vendor employees, into the represented Vehicle Engineering drafting classifications and to inform the Union of any resulting bargaining unit staffing changes.

Finally, the Corporation advised the Union of its belief that numerous and significant elements of dimensional analysis engineering are properly assigned to non-bargaining unit Product Engineering employees.

Very truly yours,  
CHRYSLER CORPORATION  
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula



November 20, 2023

(115) Product Purchase Programs

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

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 (855-476-6727) and receive a discount code or by using the internet site (<https://www.moparrep.com/mepp/>) 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.moparvehicleprotection.com](http://www.moparvehicleprotection.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,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

O&C&E  
(116) Resident/Quality Engineers

International Union, UAW

Attention: Mr. Rich Boyer

Dear Sirs:

During the recent negotiations, the Union raised the subject of Resident/Quality Engineers in the plants performing work which they claim has historically been Salaried Bargaining Unit work.

The Company explained that in order to improve quality in support of our Corporate goal to be world class, the Resident Engineer Program was implemented in 1994 with assurances to the International Union, UAW-Stellantis Department that it is not the intent of the Company to assign resident engineers to perform work historically performed by salary bargaining unit engineers.

The function of the Vehicle Engineering Resident/Quality Engineer is to reduce the time between identification of product related issues in the manufacturing process and corrective actions in the plant, since product design changes are the responsibility of Vehicle Engineering. The Resident/Quality Engineer will work with Vehicle Engineering to pursue design changes, and any resulting manufacturing and assembly process changes will be implemented by the plant Bargaining Unit engineers. In addition, the Resident/Quality Engineers will continue to use Corporate quality indicators (internal and external) to prioritize issues relating to product design.

It is not intended that Resident/Quality Engineers displace Bargaining Unit engineers or perform work that is normally performed by Bargaining Unit engineers. The Resident/Quality Engineer functions as a team leader/facilitator coordinating the activities of the other members of the team(s). The team(s) will generally include Bargaining Unit engineers from the appropriate disciplines, i.e. tool process, quality and facility (plant), as well as hourly employees, and Non-Bargaining Unit employees in quality improvement initiatives.

When it is necessary for the Resident/Quality Engineer to perform functions on the plant floor relating to implementation of design changes that affect the manufacturing and assembly process, the Resident/Quality Engineer will liaison with appropriate Union employees.

Resident/Quality Engineering will implement procedures, which could include daily huddles, weekly touchpoints, etc., to ensure a constant flow of communication with the Bargaining Unit Engineers.

In order to eliminate potential disputes and misunderstandings, when a new Resident/Quality Engineer is assigned to a company facility, the Chairperson of the Engineering Unit at that location will be advised of the assignment.

The Company acknowledged that there have been instances where the Resident/Quality Engineers have infringed on Bargaining Unit work in the course of reaching their goal. In an effort to resolve this issue, a letter from the Executive Vice President of Manufacturing and Executive Vice President of Vehicle Engineering will be sent to instructing them as to the contents of the document and holding them responsible for insuring adherence to the commitments made during these negotiations.

In the event it is alleged that a facility is not complying with the provisions of this letter, and such issue cannot be resolved locally, the issue shall be elevated to the National Parties, up to and including the Vice President of Employee Relations and the Vice President of the UAW-Stellantis Department.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved

INTERNATIONAL UNION UAW  
By Rich Boyer

October 12, 2011

O&C&E  
(117) Union and Company Awareness

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During 2003 negotiations, the parties reaffirmed their support of the jointly designed and developed employee awareness program regarding the long historical relationship between the

UAW and Chrysler Group LLC. Further, critical issues and problems resolved over the years, as well as the future needs and concerns of each party's respective constituencies, were also addressed. The parties agreed to strengthen the program by continuing the development union and company historical presentations as provided for in the standardized new hire orientations. Additionally, local union presidents and plant/depot managers may continue to identify, through signage, the UAW local(s) representing workers at their locations. Also, the Company will continue to affix the UAW registered logo to Chrysler Group LLC tractor doors.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

O&C&E  
(121) Youth Programs

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

O&C&E  
(122) Appeal Board Rules of Procedure

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 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 Chair schedule and participate in a meeting of the Appeal Board to resolve the matter.

The parties discussed ways to streamline and improve the efficiency of the Appeal Board process. The parties agreed, based upon their experience, that many cases submitted to the Appeal Board may not be sufficiently complex to require a hearing before the Impartial Chair. In order that such cases may be resolved as expeditiously as possible, the parties agree to the following:

**1. Definitions:**

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 Chair of the Appeal Board.

D. "Impartial Chair Hearing" means a full meeting of the Appeal Board at which the Impartial Chair participates and at which the parties present evidence, witnesses, and may file post-hearing statements in support of their respective positions.

E. "Regular Meeting" is defined in Section 2 below.

**2. Regular Meeting**

The parties shall schedule a Regular Meeting of the Appeal Board over two (2) consecutive days on a bi-monthly basis. Additional

days may be added by agreement of the parties. At least seven (7) days prior to the Regular Meeting, the parties will exchange their positions, documents, and any other relevant evidence or information that will aid them in discussing and resolving pending matters at the Regular Meeting. If necessary, any of the participants involved in the Regular Meeting may attend the meeting remotely. If a participant needs to attend remotely, the party will provide three (3) days' notice of the remote participation.

During the first day of the Regular Meeting, the parties shall meet without the Impartial Chair, and shall attempt to resolve as many scheduled cases as possible. If after the first day, there are any remaining cases that the parties have been unable to resolve, they may either: (a) invite the Impartial Chair to mediate the case on the second day in an attempt to resolve without an Impartial Chair hearing; (b) schedule the matter for an Impartial Chair hearing before the Impartial Chair; or (c) by mutual agreement, hold the matter over for further discussion at the Appeal Board level.

Where cases are scheduled for an Impartial Chair Hearing pursuant to section (b) of the Regular Meeting above, the procedures set forth in the remainder of this Letter shall apply.

### **3. 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. For reasons of convenience and economy, by mutual agreement, the parties may also utilize videoconferencing to hold hearings and/or present witnesses.

### **4. Notice of Hearing**

A. A party desiring to present a case to the Chair 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 Impartial Chair Hearing.

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 Impartial Chair Hearing.

Parties shall identify joint exhibits, stipulations and exchange any updated witness lists.

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

The parties shall agree on the date and time of hearings with the concurrence of the Chair. Hearings will be scheduled on or around the dates established for the parties' Regular Meetings or on any other dates agreed to by the parties and that align with the Impartial Chair's availability.

## **6. 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 Chair with a copy of such record.

## **7. 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 Chair, shall participate in the hearing. The Chair 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. The parties may mutually agree to utilize videoconference technology 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 Chair. However, the Chair may, at their discretion, call as a witness any employee who is able to testify to relevant facts that materially affects issues in the case submitted to them.

## **8. Recess or Adjournment**

The Chair 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.

## **9. Order of proceedings**

A. At each hearing the Chair 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 .

C. At the beginning of the hearing, the Chair may, in their 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 Chair may, in their 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.

## **10. Absence of Party**

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

## **11. Evidence**

The parties may offer such evidence as they desire and shall produce such additional evidence as the Chair 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 Chair's judgment materially affects the matter at issues they may refer the case back to the Appeal Board for further consideration by the parties. The Chair shall judge the acceptability, competency, materiality and relevance of the evidence and conformity to legal rules of evidence shall not be necessary.



## **12. 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 Chair 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.

## **13. 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 Chair 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 Chair 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 Chair and the other party. In the event the Chair 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 Chair.

## **14. Inspection**

The Chair may, on **their** 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 Chair and the Union Appeal Board Representatives.

## **15. Opening of Hearing**

A Hearing may be reopened by the Chair on **their** 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.

## **16. The Award**

A. The Chair shall make his decision and award within (30) days of the close of the hearing, or the date of receipt by the Chair 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 Chair.

B. If the Chair resigns, dies, or is otherwise disabled or disqualified from performing their duties or if their services are terminated by either party after a case has been presented to them, but before the Impartial Chair has rendered their 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 Chair in writing, or by emailing the parties a copy of the Award.

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

## **17. Fees and Expenses**

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

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

## **18. Interpretation and Application of Rules**

A. The Chair shall interpret and apply these rules insofar as they relate to their 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: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 22, 2015

O&C&E  
(123) Americans with Disabilities Act

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

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

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

O&C&E  
(124) Equal Application Representation

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

For many years the Company 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, gender identity, transgender status, protected veteran status, marital status, genetic information, union activity or any other basis protected by law. To this end, the parties have expressly incorporated in their Production and Maintenance Agreement an "Equal Application" provision that both insures adherence to that principle in all aspects of employment at FCA US LLC and provides the contractual Grievance and Arbitration Procedure for the resolution of alleged violations of that principle.

The parties now recognize the desirability of providing for an equal application process under the Office and Clerical and Engineering Agreements. As such, the following will apply:

1. The National Equal Application Committee as authorized under Letter (116) of the Production and Maintenance Agreement shall also represent Office and Clerical and Engineering Union interests.
2. A local Equal Application Committee representing salaried represented employees shall be established and operate under the terms of the Production and Maintenance Agreement, Letter (116), in facilities where currently no hourly Equal Application Committee has been authorized.
3. In facilities where the Production and Maintenance Agreement currently provides for an Equal Application Committee, the basic principles of Letter (116) shall pertain to office, clerical and

engineering, and technical employees and their interests and/ or concerns shall be represented by the Union Representatives of the local Equal Application Committee empowered pursuant to the terms of the National Production and Maintenance Agreement.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

September 29, 2003

O&C&E  
(125) Tobacco Smoking in the Workplace

International Union, UAW

Attention: Mr. Nate Gooden

Dear Sirs:

During these negotiations, the Company and the Union discussed concerns regarding tobacco smoking in the workplace, including second-hand tobacco smoke. It was discussed that the Company shall continue to comply with all applicable local, state and federal laws, ordinances, and regulations regarding tobacco smoking in the workplace. In the event it is alleged that a facility is not complying with all such applicable laws, and such issue cannot be resolved locally, then the issue shall be elevated to the International Union DaimlerChrysler Department and Corporate Union Relations Offices.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Nate Gooden

October 22, 2015

O&C&E  
(126) Recycling Programs

International Union, UAW

Attention: Norwood H. Jewell

Dear Sir:

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

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 14, 1996

O&C&E  
(127) Call-In Pay

International Union, UAW

Attention: Mr. J. Jensen

Dear Sir:

During these negotiations, the parties discussed the Union's concerns regarding call-in pay for salaried employees.

The Corporation has advised the Union that although there is no specific provisions in the O.C. & E. Agreement addressing Call-In Pay, it reaffirmed its intent to continue to handle Call-In Pay for salaried employees in the same manner as has been done historically.

Very truly yours,  
CHRYSLER CORPORATION  
By R. A. Miller

Accepted and Approved:

International Union, UAW  
By J. Jensen

October 22, 2015

O&C&E  
(130) Technology Training Center

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

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

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

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

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

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

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

1. Skilled Trades Core Skills Training
2. Production Worker Technical Skills Program
3. New Processes Training



4. Apprenticeship Training
5. Safety Training
6. Salaried Technical Training

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

September 27, 1999

O&C&E  
(131) Training - 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 and Work/Family Department will jointly develop and provide such training under the direction of the Joint Activities Board.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

September 27, 1999

(132) Sexual Harassment Counseling for New Hires

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

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

Criteria for participation are the following:

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

A joint UAW-Management investigation of the complaint must have begun, and

The employee must request counseling services.

The employee may then go to the Employee Assistance Program representative for a referral to an approved treatment

program. Under the provisions of this program, employees will be eligible for up to the same number of counseling sessions as provided by the regular corporate mental health benefit. Costs for such services will be paid for through the Joint Activities Fund, and will terminate at the time that the employee qualifies for regular corporate benefits.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
Stephen P. Yokich

October 14, 1996

(133) Union Dues Deductions

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sir:

Notwithstanding the provisions of (M-2) Memorandum of Understanding Union Dues Deductions, the Company will remit all sums deducted from pay to the Financial Secretaries of the Local Unions pursuant to (M-2) using the present method or via electronic transfer to the Local Unions financial institution.

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Jack Laskowski

November 20, 2023

O&C&E  
(136) Extension of Seniority Recall Rights

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

This will confirm our understanding that, notwithstanding the provision of Section (42)(e) of the Office and Clerical and Engineering Agreements, laid off employees who have not broken their seniority as of November 20, 2023 shall retain their seniority recall rights through the term of the new Agreement.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

September 27, 1999

(139) Product Development and Product Transformation

International Union, UAW

Attention: Stephen P. Yokich

Dear Sirs:

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

The Company fully understands the Union's concerns relative to investment in new products and services, and that such investments, while absolutely necessary, may not alone guarantee good future jobs. New products require additional skills, spur changes in labor demand, and entail new sourcing decisions. The parties acknowledge that involving the Union at the earliest stages of the product development cycle is key to attaining job security while meeting the global challenges of improved quality, speed to market, product innovation, and lowering total costs. To that end, the Corporation has been, and continues to be, fully committed to working with the Union to seek and identify appropriate jointly developed technical training programs that will match new skill requirements with evolving technologies, products and services, along with the implementation of new programs to cushion unavoidable dislocative effects of rapid product transformation and development. The Company recognizes that working together will help preserve and grow good paying jobs for all current and future UAW-represented employees at DaimlerChrysler Corporation.

In preceding National Agreements and during these negotiations, the parties have recognized the importance of the Union's role and involvement in the product development cycle and product transformation through provisions, such as the Memorandum of Understanding-Sourcing (M-10), which provide a mechanism for early UAW involvement in the Corporations' plans to proceed with a new or redesigned vehicle. To that end, it is understood and reaffirmed that early during the product development cycle, matters such as sourcing patterns, possible changes in assembly, sub-assembly, stamping, power train and other component sourcing patterns, possible insourcing opportunities, and technology which may impact the represented workforce will be reviewed with the International Union in accordance with the provisions of the Memorandum of Understanding-Sourcing (M-10). Such early and up front involvement will allow the Union to continue to be provided with current and anticipated major product developments/product transformations that are having, are expected to have, or could potentially have an effect on employment levels such as projected changes in the major components for motor vehicles (e.g. shift to new propulsion technology and energy storage devices), in materials (e.g. increased use of plastics and/or aluminum in body panels, shift to aluminum castings), in assembly and design (e.g. for easier assembly/manufacturing methods and for disassembly for recycling purposes).

Further, the Union's early involvement during the product development process allows for discussions relative to issues such as the impact of a traditional gas-fueled internal combustion engine vehicle, and, for example, the comparable electric, hybrid electric,

fuel cell, or dedicated and flexible alternative-liquid-fuel vehicle with respect to major components, materials, and assembly methods. In each case, the Company will indicate the extent to which changes in specifications will be handled through the revamping of existing UAW operations, by means of technology residing in other divisions of the Corporation or by outside sourcing arrangements.

Finally, it is recognized that the Memorandum of Understanding-Sourcing (M-10) provides an avenue for discussions as early as practicable in the product development cycle relative to projected production volume of new materials, components, and products, and the potential impact, if any, on UAW represented jobs.

Very truly yours,  
DaimlerChrysler Corporation  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stephen P. Yokich

October 18, 1993

O&C&E  
(140) Possible Changes in Corporate Structure

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

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

The Corporation has advised the Union that Management has certain structural changes under review. Other than this letter agreement, no specific provisions were negotiated or agreed upon with respect to this matter; but if any structural changes are made, the Corporation agrees that it will meet to fully review them with the Union. In reviewing such structural changes, Management will

explain the nature and purpose of each and their potential effect, if any, on the Union and its members covered by these Labor Agreements.

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

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

September 27, 1999

(142) Salaried Skilled Trades Hiring Minimum

International Union, UAW

Attention: Mr. Stephen P. Yokich

Dear Sirs:

During these negotiations the Union expressed concern about the base salaries paid to salaried Skilled Trades journeymen hired from outside the Corporation.

The Corporation agreed that future salaried Skilled Trades journeymen hired from outside the Corporation shall be paid not less than the base salary of the apprentice schedule for the appropriate classification as contained in M-8 Salary Classification and Grade Supplement.

Additionally, the Corporation agreed to increase the base salary of salaried Skilled Trades journeymen on the active roll as of the effective date of this agreement to the base salary of the apprentice schedule for the appropriate classification as contained in M-8 Salary Classification and Grade Supplement.

Very truly yours,  
DAIMLERCHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved

International Union, UAW  
By Stephen P. Yokich

October 18, 1993

O&C&E  
(147) Employees Called to Duty with Reserve Forces

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher



Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

November 20, 2023

O&C&E  
(148) Family and Medical Leave Act of 1993

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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 FMLA as follows.

-- 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;

-- Require employees to use no more than 50% of their annual vacation time concurrently with unpaid FMLA Leave within the vacation eligibility year;

-- 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 Stellantis-UAW Medical Leaves as if such leaves were - Stellantis-UAW Personal Leaves of Absence.

-- 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 and other applicable leaves under State and Local law.

-- 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 Stellantis Department, and the Company's Employee Relations Staff.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

O&C&E  
(149) Payroll Direct Deposit

International Union, UAW

Attention: Mr. Rich Boyer

Dear Sirs:

Unless otherwise restricted by applicable state regulations, all payments to employees will be direct deposited in up to two (2) accounts to the bank or financial institution that 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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

December 16, 2019

(151) Payroll Matters

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

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

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

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

October 18, 1993

O&C&E  
(152) Wage Inequities

International Union, UAW

Attention: Mr. Leonard J. Paula

Dear Sirs:

During these negotiations the parties discussed the Union's concerns regarding wage inequities for salaried employees.

The Corporation stated that its Job Evaluation Plan assures that each job submitted for evaluation is assigned to the proper classification/grade commensurate with the work performed by the incumbent employees working in the classification. The Salary Administration Department compares the job being evaluated with benchmark jobs that are in higher, lower and best fit grades and assigns the classification/grade to the job that is appropriate for both the duties performed and the relative amount of time spent by incumbent employees performing the major duties of the job.

The Corporation assured the Union that job evaluations are a major ongoing function of the Salary Administration Department. New jobs, jobs substantively changed, and jobs for which the classification/grade are questioned are regularly submitted for evaluation. Further, jobs are evaluated whenever the correctness of a classification is the subject of a grievance.

Very truly yours,  
CHRYSLER CORPORATION  
By C. H. Eschenbach

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Leonard J. Paula

October 18, 1993

O&C&E  
(153) Medical Treatment During Working Hours

International Union, UAW

Attention: Mr. Stan Marshall

Dear Sirs:

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

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

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Stan Marshall

October 14, 1996

(154) New Technology

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

During 1996 Negotiations the parties discussed New Technology and its impact on Bargaining Unit work. During discussions regarding creation of the New Committee to deal with New Technology, the parties agreed that there was a need for a specific subcommittee to address the unique technology issues facing the Salaried Bargaining Units.

This subcommittee, composed of a designated Union Relations Representative and designated International Union, UAW Representative would meet periodically. Upon request of either party, Management Representatives from the appropriate functions such as Advanced Manufacturing, Vehicle Engineering, Management Information Systems, Finance and Product Design will be invited to participate as required. These meetings will enable the parties to become more knowledgeable of new and/or emerging technologies which may have future applications.

If the parties determine it would be appropriate, Local Union Officials may be invited to participate.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

November 20, 2023

(155) Personal Information Security & Employee Privacy

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

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 ADM102 "Data Protection for Workforce Personal Data". The Company shall provide the International Union with any changes to policy ADM102 should the Company amend the policy during the term of the Agreement.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Mr. Rich Boyer

October 22, 2015

(156) Working on a Holiday / Vacation Conversion Option

International Union, UAW

Attention: Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that their eligible holiday hours be credited to their accrued vacation eligibility, in lieu of receiving holiday pay.

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

(160) UAW - Chrysler Scholarship Program  
for Dependent Children

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

FCA US LLC (FCA) and the UAW recognize the importance of continuing post-secondary education for dependent children of UAW - represented employees. 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 FCA Tuition Assistance Plan Administrators will direct the delivery of a program based on the following:



- Applicant Eligibility: Dependent children of active UAW-represented FCA US LLC employees who are pursuing a post-secondary education degree at a two year or four year institution accredited by a governmental or nationally recognized agency are eligible to apply for tuition assistance. For purposes of this program, the dependent is defined as the child of the employee, or of an employee's spouse, by birth, legal adoption or legal guardianship. A dependent child must be unmarried, under the age of 26 and meet proof and verification of dependency criteria.

#### Supplemental Dependent Children Eligibility

During 2023 bargaining the parties agreed to include Supplemental Employees in the Scholarship Program for Dependent Children (SFDC) benefit to enhance opportunities for their dependent children. Following are the eligibility criteria the Supplemental Employee(s) must meet for their dependent(s) to take advantage of the benefit:

- 1) must have actually worked ninety (90) days prior to utilizing the SFDC benefit and eligible during the applicable benefit year

- 2) must remain actively working while utilizing the SFDC benefit

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

- Verification of passing grades of semester coursework,
- Verification of dependency, and
- Verification of out-of-pocket funds.

The amount and the number of scholarships made available annually will be determined and communicated by the Executive Board - Joint Activities. The scholarship is limited to an annual benefit award of up to \$1,600 per eligible dependent. In the event both parents are active UAW-represented FCA US LLC employees, the Scholarship is limited to \$3,200 per eligible dependent provided out-of-pocket expenses are substantiated for eligibility.

- Application Process: Applications can be submitted after the end of the requested semester.

- Scholarship program details are located on the HUB.

- Funding: Funding for this program, including administrative costs, will be provided by FCA US LLC. There will be an annual \$3 million cap for the term of the agreement.

- Administration: The Plan will be jointly administered by FCA US LLC.

- Appeal Process: The Union expressed concerns regarding the Appeal Process for denied courses and degree requests. For the purpose of this program, a standardized appeal process will be implemented within ninety (90) days of the agreement ratification.

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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 14, 1996

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

International Union, UAW

Attention: Mr. Jack Laskowski

Dear Sirs:

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

The Union expressed concern that maximum participation is being hindered because of a pay practice which results in the loss

of shift premium to Clerical-Engineering-Technical employees who receive and attend training on a shift other than the shift on which they would otherwise normally work. The Union further maintains such loss of shift premium has adversely impacted morale and plant efficiency, resulted in certain employees not attending such training and therefore, missed the opportunity to upgrade their skills.

In an effort to seek maximum participation in available in-plant training, the parties have agreed that notwithstanding the provisions of Section (68) of the Engineering Office & Clerical Agreement, a salaried employee who is required to attend in-plant training necessary to upgrade his/her skills in his/her classification on a shift other than he/she would otherwise normally work, will be paid the shift premium normally paid for his/her regularly assigned shift during the period he/she is attending such training.

Very truly yours,  
CHRYSLER CORPORATION  
By T. Gallagher

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Jack Laskowski

November 20, 2023

(169) Up-Front Lump Sum Payment

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the present Negotiations, the Company agreed to provide an Up-Front Lump Sum payment of \$5,000 to each member of the Salaried Bargaining Unit who is on the active roll on the effective date of the Agreement in recognition for services that will be performed over the contract period and as part of the wage increase. The payment is conditioned solely on the membership's ratification of the Agreement and is paid to such eligible members whether or not the eligible member votes for ratification. Such payment shall be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

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

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

Additionally, the Company agreed to provide an Up-Front Lump Sum payment of \$5,000 to active Temporary Employees who have accumulated at least one-hundred and twenty (120) calendar days worked prior to the effective date of the Agreement.

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

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(170) Local Technical Training Committee

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

During these negotiations, there was extensive discussion regarding the roles and responsibilities of the Local Technical Training Committees (L TTC) and the need for salaried representation to address salaried specific training requirements. The parties agreed to continue the presently established L TTC's and to create

such committees at Chelsea Proving Grounds, and Chrysler Technology Center. These committees will be responsible to plan and coordinate local technical training for salaried represented employees, by jointly reviewing current and approved planned equipment timing, identifying training needs, developing training plans, and coordinating training activities between the plant and the UAW-Chrysler Technology Training Center.

The parties also discussed the fact that the Local World Class Partnership Councils (LWCPC's) have been established at each facility in accordance with Letters 124 and 30 of the respective National Agreements to locally administer all joint programs and that the intent of these letters was to have the Local World Class Partnership Council determine the resources required to ensure the appropriate administration and coordination of joint programs. The parties recognize the fact that steps have been taken to place appropriate salaried representation on the LWCPC's, in order to provide the expertise and perspective necessary to meet the needs of represented salaried employees, including salaried skilled trades employees.

The committees will be comprised of no more than three (3) Union and three (3) Management members. Committee members, preferably with training responsibilities or expertise, will be selected by the Co-Chairpersons of the Local World Class Partnership Council (LWCPC).

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

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

The UAW-Chrysler National Training Center will develop Local Technical Training Committee guidelines and procedures, recommend training for members of the LTTC, and monitor the progress of these committees on a regular basis.

Very truly yours,  
CHRYSLER GROUP LLC  
By Christopher Fields

Accepted and Approved

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 12, 2011

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

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

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

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

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

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 29, 2007

O&C&E  
(173) UAW/POW/MIA Flag

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

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

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

It is agreed that all Chrysler facilities, where employees are represented by the UAW, will make the necessary arrangements to fly the UAW/POW/MIA flag. UAW flags will be provided to the Plant/Distribution Center Manager at each Chrysler facility by the Local Union President or Unit Chair Person.

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

Very truly yours,  
CHRYSLER LLC  
By J. Franciosi

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

December 16, 2019

(182) Apprentices – Fulfillment of Training Requirements

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Union raised concerns regarding instances where Apprentices are unable to fulfill the required training due to specific work not being performed at their current plant location.

During these discussions, the Company indicated its intention to ensure Apprentices receive the required training to perform work in a safe manner and complete the schedule of work processes.

The parties agreed that in the event an Apprentice is unable to receive the required training at their current location, the plant will notify the FCA US LLC-UAW National Apprentice Committee. The FCA US LLC-UAW National Apprentice Committee will review the matter and determine the proper course of action. The FCA US LLC-UAW National Apprentice Committee may make arrangements to temporarily loan the Apprentice to another location, for a specified period of time, to receive such training provided the efficiency of the operation is maintained and there is no incremental cost associated with the action.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada



October 29, 2007

(183) Section (45)

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations, the Parties discussed at length the intent and application of Section 45 of the National Engineering Agreement - Medical Cases. Management confirmed the provisions of Section 45 will continue to be applied in a reasonable manner when an employee attempts to reinstate after a disability leave of absence. In the event an employee is not reinstated, at the request of the Union, the Company will provide the reason therefore. Such information will be in compliance with the applicable laws of confidentiality.

Management and the Union agree that in such situations where employees are receiving Sickness and Accident benefits, the provisions of Exhibit (B-14) of the National Agreement - Partial Recovery from Disability, shall apply to determine the continuation of such benefits. Additionally, within ninety (90) days following ratification, all locations with salary represented employees will receive communication regarding the consistent application of Exhibit (B-14) to continue Sickness and Accident benefits when appropriate.

Very truly yours,  
CHRYSLER LLC  
By: J. Franciosi

Accepted and Approved

INTERNATIONAL UNION, UAW  
By: General Holiefield

October 22, 2015

(184) Salary Bargaining Unit Flexibility

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these discussions the parties agreed that the need for unit flexibility to address fluctuating workloads is essential. To that end, the parties agreed to continue to support the full implementation of World Class Manufacturing (WCM), New Hire Entry Level Wages and Benefits, and significant efficiency improvements.

We understand that the flexible utilization of our salary workforce is required to support the implementation of WCM, and to implement other significant efficiency improvements. Accordingly, the parties agree to implement this flexibility with the following understanding:

- Inefficient work rules and work practices that may exist within the salary bargaining units.
- The flexible use of the salary bargaining unit workforce can perform within classifications and departments, across classifications and departments, within units, across units, and within locals.
- The parties agree to discuss any opportunities to assign work across locals provided there is mutual agreement between the parties and a positive business case for keeping the work in-house.
- The SBU will perform non-traditional and incidental work without laying claim to, or disputing the work.

The parties agree that none of the aforementioned flexibility utilization is intended to erode the bargaining unit. Furthermore, where local language exists that is contrary to the agreements outlined above, the local language is preempted in favor of the spirit and intent of this letter.

Any disputes between the local parties concerning the agreements above, or the application of this language, shall be referred to the Assistant Director to the Vice-President of the Chrysler Department and to the Chrysler Director of Union Relations for resolution.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

O&C&E  
(185) Notice of Open Job Opportunities within the Unit

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the Union expressed concern regarding the communication of open salaried bargaining unit opportunities within each of the Units. Specifically the Union expressed an interest in notifying constituents of potential skill development and job growth opportunities within each unit as openings requiring backfill become available. The Company agreed that providing professional development opportunities to bargaining unit employees can in many cases improve performance and supports the overall competitiveness of the Company. The company expressed its commitment to communicate open salary bargaining unit opportunities by providing access and instruction to the Internal Career Portal to the President/Unit Chairperson in order to give constituents an opportunity to apply.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 20, 2023

O&C&E

(186) Salaried Bargaining Unit Placement Election to Hourly

International Union, UAW

Attention: Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the Union expressed an interest in providing work opportunities to indefinitely laid-off Salaried Bargaining Unit employees with previous seniority pursuant to the provisions of the Production Maintenance and Parts (PM&P) Agreement. In response, the parties agreed that an indefinitely laid-off Salaried Bargaining Unit employee may elect to displace an hourly employee provided that the displacing salaried employee has greater seniority, can perform the job, and the displacement occurs at the location where the laid off salaried bargaining unit employee has prior hourly bargaining unit seniority. The indefinitely laid-off salaried bargaining unit employee will return to the hourly workforce consistent with the provisions of PM&P Agreement Section (52) Seniority of Employees Promoted to Salary at the current hourly rate of pay. In the event that the employee's prior hourly bargaining unit seniority is from a closed plant, the employee would be granted his prior hourly bargaining unit seniority at the time of indefinite layoff and available for placement pursuant to the Production, Maintenance, and Parts Agreement. The Company agrees to this one time election with no contractual right to revert back to the salary bargaining unit. The laid off employee can at their option continue to apply for open salaried bargaining unit positions utilizing the current process. Should the laid-off salaried bargaining unit employee wish to return to the hourly bargaining unit, they must submit an application to the Local Human Resources Office within seven (7) calendar days of their layoff date.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 12, 2011

O&C&E  
(187) Die Design Resource Allocation

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the parties discussed the Union's concerns related to assigning additional die designers to die design work within Advanced Stamping Manufacturing Engineering (ASME). The ASME organization is committed to growing the Company's competitive position in the face of increasing globalization, technological development and environmental changes impacting the die design business. The Company and Union agree that under present business conditions, retaining die design as a critical core competency within the Company is important. As a result, allocating additional designer resources to die design must protect the company's competitive interests, including total job hours, cost, flexibility and efficiency.

Provided the competitive conditions are met, and provided there is a ongoing business need to retain die design as a core competency, ASME management will assess the present designer workforce and allocate the appropriate level of bargaining unit designers to die design.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 22, 2015

O&C&E  
(188) Product Design Concept Vehicles

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the course of these negotiations, the Union expressed concern with the Company's use of third party providers as it relates to concept and show car work including all component and detail work related to them. While there was no historical or traditional claim to concept and show car work, the Union requested that the salaried bargaining unit workforce be considered for future opportunities to engage in this type of work. To address the Union's concern, the Product Design Office (PDO) and the Prototype Build Engineering (PBE) organization will engage the Union in discussions regarding the performance concept and show car work provided cost, efficiency, quality, and flexibility can be achieved. It is understood by the parties that the scope of work involved is on non-approved program vehicles.

Furthermore the union expressed interest in overtime opportunities in PDO and PBE. The Company seeks to continue the assignment of overtime work opportunities to the bargaining unit provided competitiveness, operational efficiency, quality, and vehicle development priorities are maintained.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

October 12, 2011

O&C&E  
(190) Tooling Analysis Group (TAG)

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During these negotiations the Union expressed concerns regarding the establishment of the Tooling Analysis Group (TAG) and the nature of the work being performed by this group. The Union asserts that elements of work being performed by the TAG group is work that was historically performed by the bargaining unit, particularly as it relates to gauge work. The parties engaged in discussion about the value of the work being performed by the TAG group and the Company proposed identifying additional value added work that could be assigned to the bargaining unit.

The Company commits that within 30 days of ratification of the 2011 O & C & E Agreement, the parties will meet to determine the viability of assigning additional valued added work to the bargaining unit. Additionally, a full review of the TAG organization and roles will be made to determine appropriate involvement of salary bargaining unit employees.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

October 12, 2011

O&C&E  
(191) Metrology Laboratory

International Union, UAW

Attention: Mr. General Holiefield

Dear Sirs:

During the course of the 2011 National Negotiations, the parties had extensive discussion on the role of salaried bargaining unit employees in the metrology centers. As a result of these discussions and in recognition that metrology centers could benefit from classification 311 salaried bargaining unit expertise, the Company has agreed to add classification 311 salaried bargaining unit employees to metrology centers. The Company is willing to consider the use of temporary salaried bargaining unit employees to supplement potential staffing resources for the metrology centers provided that a competitive business case can be met.

Both parties recognize that the implementation of flexible and efficient work practices is paramount to the success of the metrology centers and the overall competitiveness of the Company.

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

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By General Holiefield

November 20, 2023

(194) Work Place Behavior

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Rich Boyer:

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 requests from the LWCPCC 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,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(195) EAP Representative Internal Certification

International Union, UAW

Attention: Mr. Rich Boyer

Dear Rich Boyer:

The parties agree to develop an internal EAP Certification Program to support the training, education and professionalism of the EAP Representatives and Alternate 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. Furthermore, the parties have agreed that the NTC EAP Co-Coordination will assess additional alternative EAP certification providers, such as but not limited to, Labor Assistance Professional Association (LAP) to provide EAP certification for the EAP representatives and alternate EAP representatives. Funding will include certification costs and annual memberships, if required by the providers.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

October 22, 2015

O&C&E  
(196) Office and Clerical Classification Consolidation

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the parties extensively discussed the need for the salaried bargaining unit to become more competitive and flexible in the current business environment. As a solution, the Union proposed a progressive classification consolidation and wage structure changes within the Office and Clerical workforce. In an effort to support a more flexible and efficient workforce, the Union submitted a proposal that appears to achieve these results. The agreed upon Office and Clerical classification consolidation is currently being initiated at the Sterling Heights Assembly Plant within the Material Logistics Management group. The Company will continue to monitor the economic viability of the program. Provided the consolidation achieves the anticipated benefits of this initiative, the Company will continue with the consolidation efforts at other locations.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

(197) Placement and Workforce Utilization

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 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. As part of this election, employees will have the opportunity to volunteer for specific location(s) in the Labor Market Area. Volunteers will be placed in seniority order. Absent volunteers, the junior employee on the combined Labor Market Area List must transfer to the new location or be separated from the Company as a resignation.

Office and Clerical employees permanently transferred to another location may remain at the secondary location until laid off from that location unless they have a "Return Unit" application on file under the terms and conditions of the Memorandum of Understanding - Return to Home Unit.

A Labor Market Area is comprised of all plants within a fifty (50) mile radius of a given plant or larger as may be agreed upon by the National Job Security, Operational Effectiveness and Sourcing Committee (National JSOES).

### **Out of Labor Market Area Placement**

Employees will be offered the opportunity to volunteer for Out of Labor Market Area openings based on an election made while on indefinite layoff. Volunteers will be offered placement in seniority order. Out of Labor Market Area elections may be submitted or revoked by the employee at any time while on indefinite layoff provided, however, once the employee is identified for placement to the new location, the election may not be revoked. Volunteers shall report to work at the Out of Labor Market Area facility within fifty (50)

days from the date of the placement notification letter. For purposes of Out of Labor Market Area placement, elections for the Ohio Labor Market Area employees will be placed to plants in Ohio and elections for the Detroit Labor Market Area employees will be placed to plants in Michigan.

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 to indefinitely laid off employees from a closed plant 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),

3) receive a guaranteed lump sum amount equal to the signing bonus and first payment under the Enhanced Relocation Option #1 of Exhibit E. Employees selecting this option shall sign a separation agreement and have their seniority broken at any and all of the Company's Plants or other locations as of the last day after the date the Company selects for their separation, or

4) resignation of employment

If an employee who accepts the job offer, the employee shall report to work at the Out of Labor Market Area facility no later than fifty (50) days following the fourteen (14) day job offer election period.

If an employee fails to respond to notification of a job offer to an Out of Labor Market Area facility or fails to elect one of the four options above, the employee will be considered to have declined the job offer and be placed on inactive status with no Company-provided income or benefits (but remain eligible for additional job opportunities).

To the extent practicable, employees on indefinite layoff shall be provided early indications of potential job openings, so as to provide reasonable time for their consideration of such potential job opportunities.

Employees placed to Out of Labor Market Areas, pursuant to these provisions, are eligible for relocation in accordance with Exhibit E - Relocation Allowance or other arrangements made by the National Parties.

Any issues relative to the implementation of these provisions will be raised with the National Job Security, Operational Effectiveness, and Sourcing Committee.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(199) Presence at Work

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations the Company and the Union had extensive discussion related to the impact that each individual employee can have on overall plant and Company performance by being present at work as scheduled. To this end, the Company recognizes the significant contributions employees have made to the overall improvement in performance and product quality in support of its manufacturing and logistics objectives. To further encourage and reward continuous and sustained improvement in unplanned absenteeism the Company has agreed to establish a Presence at Work Award.

The Presence at Work Award will be comprised of two (2) Individual Metrics:

1. Zero (0) Unexcused absences
2. Individual attainment of 1850 compensated hours (including Layoff hours)

Eligible employees that qualify for the Individual Metric for compensated hours must have achieved a minimum of 1,850 compensated hours during the eligibility year. Hours associated with time on layoff will be calculated at a rate of forty (40) hours per week and included as a component of compensated hours for the purpose of establishing the minimum threshold of 1,850 compensated hours.

The payment amount will be determined according to the employee's absences and compensated hours during the eligibility year in accordance with the following table.

Presence at Work Award		
Metric	Target	Payment Amount
Unexcused Absences	0	\$1,000
Compensated Hours	1,850	\$750

Presence at Work Award payments will be made payable to each eligible employee in accordance with the following table:

Eligibility Date	Eligibility Year	Payment Date
October 21, 2024	October 23, 2023 through October 20, 2024	December 6, 2024
October 20, 2025	October 21, 2024 through October 19, 2025	December 5, 2025
October 19, 2026	October 20, 2025 through October 18, 2026	December 4, 2026
October 18, 2027	October 19, 2026 through October 17, 2027	December 3, 2027

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 a Leave of Absence which has not exceeded ninety (90) days as of the eligibility date

In addition, should the International Union, UAW-Stellantis 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: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

October 22, 2015

O&C&E  
(200) Future Competitiveness Objective (FCO)

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these recent negotiations the parties discussed proposals related to the competitiveness and sustainability of the Salaried Bargaining Unit Designers. The parties also recognize the need to maintain the skill set, especially in light of recent retirements and the upcoming high retirement potential of the current workforce. The parties have agreed that the Company, as necessary to meet business needs, will emphasize the hiring of staff to address the need to support the continuation of core competencies of the workforce and improve developmental opportunities. Furthermore, the Company reaffirms its commitment to the Salaried Bargaining Unit by providing the opportunity for promotion into higher grade levels in accordance with the National Agreement.

The parties agree that increasingly complex systems related to technological advancements, regulatory requirements, improved safety, and quality, will require constant attention to the education of our employees to maintain and improve technical expertise in the increasingly complex and competitive global environment.

The Company will provide a path for designers to pursue a promotion to Design Specialist. In recognition of this commitment, within ninety (90) days from ratification of the 2015 Contract, the parties will establish the educational and job-related qualifications required for promotional consideration. Problems with the establishment of the educational criteria associated with this initiative may be referred to the International Union, UAW and the Company's Union Relations staff for resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Norwood H. Jewell

December 16, 2019

O&C&E  
(201) Out-of-State PDC Training

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The Office & Clerical employees located in out-of-state PDC's are, at times, impacted by New Technology. In an effort to ensure that these employees are appropriately trained, the Unit Chairman/Local President may contact the Human Resources Manager for Mopar to discuss training needs for bargaining unit employees.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada



December 16, 2019

O&C&E  
(202) 311 Training

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 negotiations, the Company and Union discussed the need for training within the consolidated engineering classifications to be in line with WCM principles and to train Engineers based upon need. The Company and Union agreed that cross-training within an engineering specialty allows for and enables the flexibility the Company requires to maintain the efficiencies of the operation and for the Union to continue to improve their competitiveness. However, the Company and Union agreed that there are many instances in which it is not efficient for the business or the individual employees to be fully trained in all aspects of an engineering specialty area.

In the event that an Engineer moves to a new role within a specialty, or from one specialty to another, the local parties will assess that employee's training deficiencies and address them through on the job training, and supplement with additional training, as deemed necessary by the Company.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

October 22, 2015

O&C&E  
(203) Plant Level Launch Teams

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

In the 2015 negotiations the Company and the Union discussed the subject of SBU engineers assigned to project and product launch teams at the plant level. It is important to consider their involvement to support the success of a launch. When needed to support manufacturing requirements, the Company will assign the appropriate 311 engineer(s) to the launch team for the start of the vehicle builds commonly referred to as VP (Verification of Process build). If the project dictates a need for more engineering support, local management will seek to provide the appropriate plant support to ensure the goals of the project are met.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

O&C&E  
(204) Consideration for Promotions or Lateral Transfers

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these negotiations, the Union expressed concern with respect to bargaining unit employees who may not be considered for a promotion to or within the salaried bargaining unit as they do not possess a college degree.

The parties recognize that circumstances may arise where an employee wishes to be considered for an open position may possess specialized training that makes him uniquely qualified. Depending on the position in question, the employee may be a viable candidate for the open position. Accordingly, the Company agrees to consider an employee without a degree who meets all other qualifications, provided he has significant service with the Company and has satisfactorily performed work in the same or similar classification.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

O&C&E  
(205) Onsite Contractor Notification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these recent negotiations the parties discussed the periodic need to assign Contractors within a FCA US LLC facility. Accordingly, it is agreed that the utilization of onsite contractors will be for the occasional requirement of specialized design knowledge.

After ratification of the 2015 Agreement, the Company will provide advanced notice of onsite contractor utilization to the Unit Chairman, including specialized knowledge, technical rationale, nature of the work to be performed, vehicle program, location of the Contractor, and projected duration of the assignment.

It is not the Company's intent to reduce workload available to the Salaried Bargaining Unit designers, and furthermore it is agreed that the onsite contractor will be an incremental resource not intended to affect Salaried Bargaining Unit headcount.

Should the Unit Chairman have concerns with the duration and/or reasoning of the utilization of the onsite contractor, the Union may file a grievance at the 2nd step of the grievance procedure.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

November 20, 2023

O&C&E  
(206) 3D Printing

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the Company and Union discussed the role of the Salaried Bargaining Unit employees in 3D printing operations within Underbody Process Engineering and Product Development.

After extensive discussions, the Company acknowledged that 311 classified engineers will continue to play a vital role in the engineering, design and development of software specifications required to produce components, parts, and tools via the 3-D printing application. Additionally, the Company also acknowledged that at the Chrysler Technology Center and Chelsea Proving Grounds the Salaried Bargaining Unit employees will be responsible for the prototyping of advanced engineering and preproduction models, parts and validation.

This letter is in no way intended to indicate that the tool will be utilized exclusively by any employee group, and it is understood that unforeseen circumstances may arise that require a non-bargaining unit employee to perform work normally done by the salaried bargaining unit on an exception basis.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

October 22, 2015

(209) Skilled Trades - Broken or Damaged Tools

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During 2015 negotiations, the Company reaffirmed its commitment for the replacement of personal tools of SBU Skilled Trades employees broken or damaged on the job.

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

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

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

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(211) Warranty and Service Agreements

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 Negotiations, there was discussion regarding the subject of warranty and service agreements at the Chelsea and Arizona Proving Grounds. The Union expressed serious concern relative to warranty arrangements that extend beyond those customarily provided by suppliers and certain service contracts. They further asserted that certain locations fail to provide the Union with proper notice when suppliers are in the plant to perform particular warranty or service agreement work, especially during off-shifts and overtime periods. The Company reaffirmed that good business practice includes the use of warranty arrangements sufficient to assure that equipment purchased by the Company performs according to specifications required by the purchase contract. The Company further explained that to remain globally competitive, it must be able to utilize warranty arrangements and/ or service contracts ordinarily provided by suppliers.

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

Where concerns or abuses are cited by either party regarding the aforementioned understanding, such matters will be presented to the Labor Relations Manager in an attempt to reach a mutually satisfactory resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(213) Notice of Suspension

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During the 2015 negotiations, the parties discussed the use of suspensions when Management is contemplating the possible issuance of discipline to an employee. The Union communicated concerns associated with Management suspending employees for violations that they did not deem serious enough to warrant an immediate suspension.

In recognition of the Union's concerns, the parties agreed that suspensions pending further investigation should only be considered in cases involving serious standard of conduct violations.

Should an employee be suspended pending further investigation the Company will advise the Union and endeavor to have a final disposition rendered in a timely manner.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(214) Rideshare Programs

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sir:

The parties discussed our mutual desire to identify and communicate sustainable, alternate transportation options for our employees' awareness and consideration. Consistent with this desire, the Company has made the Union aware of the third party vanpool service which is currently supported by the Company and its information which is available on the Company's intranet site. The parties agree that it is in their mutual interest to support such programs, where available, in an effort to reduce commuter stress and expense, alleviate parking congestion, and promote fuel conservation measures.

However, it is understood and agreed that any rideshare program operates independently and is not affiliated with the Company or the Union. Thus, the Company and the Union will not have any responsibility or liability for such program.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

O&C&E  
(216) Salaried Skilled Trades Full Utilization

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

During these recent negotiations the Union expressed concern relative to outside contracting and the utilization of Salaried



Bargaining Unit Skilled Trades Journeymen. Although no agreement was reached regarding the definition of “full utilization”, the parties did agree that the appropriate forum in which to address this issue is at the local level, in conjunction with the outside contracting review process. It was indicated that the definition of full utilization will vary from location to location, depending on circumstances of each contract, including the number of salaried skilled trades journeymen personnel involved, the number of hours allocated to the project, and the extent to which outside contractors are contemplated for utilization on weekend work.

While no specific number of hours per week has been established, the following factors should be taken into consideration before assigning work to contractors;

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

2. Whether Salaried Skilled Trades Journeymen employees are on layoff.

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

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

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

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

Although not one of these considerations is necessarily controlling, each may be instrumental in assisting the parties

in determining whether the salaried skilled trades journeymen workforce is fully utilized as that concept relates to the decision to use an outside contractor. Consistent with the outside contracting review process, the goal is to utilize plant salaried skilled trades, however, if consistent with current guidelines, work is awarded to outside contractors, the Company will not be required to match. Should the work be of a nature that requires outside contractors and is work traditionally performed by plant salaried skilled trades and is work they could perform, the Company will match like trades not exceeding one for one match.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

O&C&E  
(217) Plant Closing

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

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

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

October 22, 2015

(219) Sunday Double Time Clarification

International Union, UAW

Attention: Mr. Norwood H. Jewell

Dear Sirs:

This will confirm our understanding reached during these negotiations regarding Sunday double time pay. An employee is paid double time for all hours worked on a calendar Sunday per Section (70) Double Time of the National Agreement except as otherwise stated below. The parties further clarified their understanding by affirming that a third shift employee who begins a shift on Sunday and works into Monday will receive double time for hours worked on Sunday and straight time for the hours worked on Monday.

Notwithstanding the above, employees working on an Alternative Work Schedule (AWS) will be paid straight time for regularly scheduled hours worked except as otherwise provided for in the 2015 National P, M & P Agreement.

The parties recognize that this letter is not intended to circumvent existing local pay practices. In the event disputes arise regarding local pay practices, such matters may be referred to the National Parties for resolution.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Norwood H. Jewell

December 16, 2019

(221) 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

O&C&E  
(222) Re-Employment of Retirees

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This letter will confirm the understanding we reached with you during the current negotiations regarding the intent of the parties with respect to the circumstances under which former employees who retire under the FCA US LLC-UAW Pension Agreement or any other applicable pension plan may subsequently be re-employed by the Company for short periods of time.

First, the Company intends to hire such retirees only where such individuals possess a particular knowledge or skill which is in short supply in the labor market and where the particular knowledge and skill is required only for a limited short period of time. Second, the Company does not intend to utilize the arrangement in any situation where regular full-time seniority employees who are qualified to perform the available work are on layoff or where the work can be performed by regular employees through promotion. Third, the Company does not intend to make re-employment generally available to such retired employees of the Company, nor does it intend to offer re-employment to any specific segment or category of such retired employees.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(223) Employment Referral Guidelines

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 national bargaining, the Union expressed concern over the processing of referrals for hourly employment consideration.

During discussions over this issue, both the Union and the Company acknowledged and expressed a continued commitment to comply with the requirements of the National Labor Relations Act, as amended, and all applicable federal and state laws. The parties also recognized FCA US LLC's unilateral right to determine its pre-employment selection criteria and guidelines.

Consistent with the above mentioned requirements, the Company assured the Union that it will continue to advise the International UAW and any appropriate UAW Local at such time as 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  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(224) Military New Vehicle Purchase / Lease

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the parties discussed the Union's concerns regarding opportunities to find new means of positive product exposure for FCA US LLC. The Company is currently promoting a Military Bonus Consumer Cash incentive program that provides eligible consumers with a \$500 cash allowance to be applied toward the retail purchase or lease of an eligible vehicle.

Eligible consumers for this program include active military, active military reserve, retired military (honorable discharge and 20 years of service required), and retired military reserve (honorable discharge and 20 years of service required). Honorably discharged veterans are eligible within 12 months of their discharge date, 100% disabled veterans or veterans rated by the U.S. Department of Veterans Affairs as Individually Unemployable, and spouses of deceased military members who meet the eligibility criteria above are also eligible to participate. All rules and incentive eligibility are set forth by the official program rules.

The availability of the foregoing programs to the described participants is predicated on the understanding and agreement that FCA US LLC may, at any time, unilaterally modify, change or discontinue such programs and that the Company shall have no obligation to bargain concerning its decision to do so. Further, institution of such programs shall not constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms or conditions of employment.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

November 20, 2023

O&C&E  
(225) Plant Idling

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

December 16, 2019

O&C&E  
(226) Superseniority

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

This letter shall confirm our understanding that notwithstanding their position on the seniority list, the Health and Safety, Employee Assistance Plan, and Joint Activities Representatives (whose Locals do not have a Health and Safety Representative or Union Benefit Representative), as defined in our recently negotiated Office and Clerical and Engineering Agreements, shall in the event of an indefinite layoff be continued at work at all times when one (1) or more departments or fractions thereof are at work from the Unit in



which they hold seniority, provided each has the ability to perform the work being done at the time.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

O&C&E  
(227) Representation

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

The parties have long recognized the principles of proportional representation including the intent to allow Stewards to take time off the job to represent their constituency.

During recent negotiations, the parties discussed certain abuses regarding time off the job for representation purposes. While the Company indicated it has a responsibility to address such abuses using appropriate corrective actions, it will continue to make the International Union, UAW aware of such problems as they occur. Accordingly, the Union has assured the Company it does not condone abuses and will take immediate action to ensure any non-compliance with respect to this issue does not occur.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 20, 2023

O&C&E

(229) Shift Premium for Working Sixteen (16) Hours

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

This will confirm our understandings reached during these negotiations. Section (68) 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: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

December 16, 2019

(230) 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

November 20, 2023

O&C&E  
(231) Work Assignment Disputes

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the current negotiations, the parties had extensive discussion related to claims by the Union that the Company was assigning work to individuals outside of the bargaining unit where such work more properly belongs to the bargaining unit. The Union asserted that specific work has been reassigned that has, in the past, been historically performed by the Engineering, Office & Clerical bargaining unit, at that location.

The parties acknowledge that certain work is shared between employees who belong to the bargaining unit and those who do not.

In an effort to address the concerns expressed by the Union, the Company agreed to a new process for Work Assignment Disputes. In cases where there is a claim that the Company has improperly reassigned work to non-bargaining unit employees and a mutual understanding is not reached, the parties agree to follow the process prescribed in the Memorandum of Understanding Job Security and Work Assignment Dispute (M-16).

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

December 16, 2019

(232) Understanding on Recognition Agreements

International Union, UAW

Attention: Mrs. Cynthia Estrada:

Dear Mrs. Estrada:

During these negotiations the parties discussed the recent history of individuals that had decided to join the UAW and the terms and conditions governing those individuals.

As a result of those discussions the parties agree that in the event a group of employees decide to have the UAW as their collective bargaining representative and those employees are ultimately placed under the National Agreement the following guidelines will apply:

Employees shall be placed into the appropriate classification and grade and converted to the CET BU salary compensation system. Where the base salary of an employee exceeds the maximum rate of the appropriate grade band, the employee's wage rate will be red circled.

Employees eligible for lease vehicles will retain their lease until the end of the cycle.

To be eligible for Retiree Health Care:

Employees hired before January 1, 2004 shall be eligible for post-retirement health care in accordance with the provisions of the Retiree Choice Program. Further, employees hired on or after January 1, 2004 shall receive a contribution as provided in the FCA US LLC UAW Savings Plan, Exhibit G. Supplemental Agreement Company Health Care Contribution Company Defined Contribution.

If the employee received a contribution for future retiree health care under any of the Companys' retirement programs such employee will be required to pay the Company at the point in time they retire, an amount equal to such contribution (excluding any earnings or interest) received by such individual. This payment may be in the form of cash or funds that the Company offsets from any monies then payable to the retiree from vacation pay, holiday conversion, disability benefits, profit sharing or Christmas Bonus or which may become payable to the retiree under a pension plan (voluntary and limited to 10%). Retiree health care benefits for employees who would be eligible but for this service

year requirement, and whose immediate employment prior to becoming a UAW represented employee was as an employee of the Company, will be based on total years of service with the Company and the applicable plan for retiree health care for non-represented employees.

Administrative details will be developed by the parties.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 20, 2023

(233) Supplier Relations and Collaboration

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

Over the years, and during the course of several rounds of negotiations, the parties have entered into several specific but often unrelated agreements involving the important area of Supplier Relations. These agreements include letters (25) Encouraging Suppliers to Hire Laid off Employees, (71) Access to Procurement and Supply, (230) Relationship with UAW, and (240) Supplier Corporate Citizenship. In the 2009 Addendum to the 2007 PM&P Agreement the parties entered into letter agreements relating to Distressed Supplier Meetings and Supplier Relations. More recently, and even more importantly, various positive communication activities characterized by open dialog and information sharing have developed involving FCA Purchasing, FCA Union Relations and the UAW.

Accordingly, during the 2011 negotiations, the Union suggested (i) reinforcing the above cited agreements in this supplier relations and collaboration document and (ii) expanding the current environment of collaboration leading to a more comprehensive approach to supplier relations. In order to advance the key objectives of this collaborative approach the parties have agreed to:

- provide additional insight into key sourcing opportunities involving UAW represented suppliers,
- drive improvements in overall UAW represented supplier competitiveness and
- measure performance metrics as detailed below and
- jointly encourage implementation of **Stellantis Production Way** with certain suppliers.

As such, subject to and in full accordance with all applicable laws, the parties hereby agree to expand their supplier relations collaboration activities on the basis of the following foundational principle, initiatives and activities:

## **FOUNDATIONAL PRINCIPLE**

The parties recognize the importance of creating and maintaining an environment of mutual trust, respect and integrity. Such an environment will produce the transparency necessary for the free and open exchange of relevant information. The information to be shared shall include, but not necessarily be limited to the outcomes of Requests For Quotes (RFQ's) involving UAW represented bidders.

The parties acknowledge the importance that such information is to be used appropriately and in compliance with all applicable laws. Accordingly, the UAW agrees that any information Chrysler provides to the UAW concerning a particular supplier will not be shared by the UAW with a different supplier, irrespective of whether the different supplier is also represented by the UAW.

## **INITIATIVES AND ACTIVITIES**

The parties agree to continue holding quarterly supplier relations meetings or more frequently if needed. Participants in these meetings shall include the FCA Senior Vice President of Purchasing, the President of the UAW, the UAW Vice President and Director of the FCA Department, the FCA Vice President of Employee Relations, and FCA Purchasing Directors. At least one week prior to the meeting the parties agree to provide the following information:

### **MANAGEMENT TO PROVIDE:**

- A summary list of suppliers selected for new business totaling two (2) million dollars or more in Annual Purchase Volume (APV) where a UAW represented supplier was under consideration;

- Information reflecting UAW represented facilities that have obtained the new business or lost existing business;
- An annual listing of all FCA suppliers doing at least two 2 million dollars APV business that includes the suppliers' Union affiliation, if any. This list shall be reviewed by the Union for accuracy of UAW union affiliation information. The Union will make corrections to the list if necessary and provide the corrected list to management one week prior to the quarterly meetings.

#### PERFORMANCE METRICS:

- Quarter to quarter comparison of APV data broken out by Union affiliation, if any.
- Changes in the list of suppliers from whom approval to share information with the UAW has been obtained.
- Dollar value of RFQ's that were sent out since the last quarterly meeting and the percentage of that dollar value ultimately awarded to Union represented suppliers.
- Summary of External Balanced Score Card (EBSC) data for UAW represented suppliers.

#### UNION TO PROVIDE:

- Listing of current UAW represented FCA suppliers by commodity / part.

#### PERFORMANCE METRICS:

- A comprehensive update, if any, of UAW actions and initiatives with FCA suppliers and / or FCA supplier Local Unions;
- A detailed update, if any, that quantifies the positive effect of the provisions of the parties' agreement on supplier relations and collaboration;
- Specifically, the presentation will address quality metrics, cost competitiveness, and other topics such as conflict resolution and innovative Labor - Management cooperation initiatives if applicable.

The parties also agree to more frequent meetings between the FCA Purchasing Directors and UAW President representatives to discuss supplier issues pertinent to each Directors responsibilities, so long as the meetings are reasonable in number and scheduled at the convenience of the respective parties.



Additionally, the Company will provide to the Union a listing of UAW represented FCA suppliers on source hold so that the UAW can work pro-actively with FCA to develop measures to improve the suppliers' performance.

Finally, it is understood and agreed, that within the confines of all applicable law, any and all such information sharing as described above is to be kept confidential.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(234) Sourcing Administration

International Union, UAW

Attention Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed at great length the necessity for revising and reaffirming the administration of the Memorandum of Understanding – Sourcing and Job Security (MOU-10). The parties recognized that a revised and updated process, including clearly defined Job Security, Operational Effectiveness and Sourcing Committee (JSOES) responsibilities, is essential to the proper administration of the Memorandum.

Therefore, in an effort to address these concerns, the parties have agreed to continue to investigate the evolving vehicle development process to ensure the proper administration of the entire sourcing process; as well as the Stamping, Assembly and Propulsion System notification process. The Sourcing Administration manual will be revised to reflect the engagement of salaried bargaining unit(s) in the appropriate stage of the vehicle development process. Updates to the Sourcing Administration manual as it relates to the Salaried Bargaining Unit, will include the involvement of the UAW Leadership, including the UAW Sourcing Representative, 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.

The Company commits to the creation of an updated 2023 Sourcing Administration Manual within ninety (90) days of ratification of the National Agreement. The updated Manual will reflect the new terminology, content and scope of meetings going forward based on the new Stellantis Vehicle Development Timeline.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

December 16, 2019

O&C&E  
(235) Benefit Plans Representative Arizona Proving Grounds

Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations the Union expressed concern over the ability to handle Benefits Plans issues at Arizona Proving Grounds.

Therefore, notwithstanding the provisions of Office and Clerical and Engineering Letter (62) and in an effort to address this matter, the Company has agreed to a Benefit Plans Representative at the Arizona Proving Grounds location who shall, handle benefit plan issues up to a maximum of eight (8) hours off the job per week without loss of pay.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 20, 2023

O&C&E  
(236) Salaried Bargaining Unit New Hire Plan

INTERNATIONAL UNION, UAW

Attention Mr. Rich Boyer

Dear Mr. Boyer:

During the 2010 Addendum Agreement discussions, the parties discussed the need to effectively modify the Labor Agreements to achieve a competitive labor cost structure that positioned the company to respond appropriately to industrial and competitive pressures and compete with the best in the world.

During the 2023 negotiations the parties discussed the need to restructure the SBU pay practices model. Effective November 20, 2023, both parties agreed to eliminate the In Progression Wage Structure shown in M-8 of the Engineering, Office & Clerical agreement. As such, effective beginning the first pay period following ratification, employees earning less than the weekly minimum of their current grade will receive a new weekly rate consistent with the Grade Structure outlined in the agreement.

New Hire Salary Structure Agreement:

- Grades 1 through 4 are eliminated and will start at grade 5 for all new hires
- Employees who have received either a Phase-up or a Promotional increase during the eligibility year are not eligible for a wage progression increase

The following provisions agreed to during the 2010 Addendum Agreement with respect to hiring, benefits and retirement continue to apply:

- No cap on new hires under the entry level benefit structure.

New Hire Benefit and Retirement Agreement:

The parties agreed that Salaried Bargaining Unit full time employees hired on or after April 15, 2010 will be governed by the provisions of M-13 Memorandum of Understanding - UAW-FCA US LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement. For purposes of determining the health care benefit

eligibility period under Exhibit B, any employees converted from temporary to full time employment will have their service from the date of last hire counted toward their effective date of insurance.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

O&C&E  
(238) Schedule 'A' Understanding

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the course of 2023 Negotiations, the Union raised a concern about work recognized within Schedule 'A', as Salaried Bargaining Unit (SBU) work. The Union further asserted that there are several instances in which such work is being performed by non-represented employees.

As a result of these discussions, FCA US LLC reaffirms that all work recognized in Schedule 'A' as belonging to recognized employees at the specified locations will be assigned in accordance therewith.

Yours very truly,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(239) Sourcing & Job Security Commitment Letter

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2019 Negotiations both parties recognized the opportunity to make modifications to the existing Memorandum of Understanding - Sourcing & Job Security (M-10) language and corresponding processes. The parties agree there is a need to improve transparency, the timely process of information sharing and overall commitment to the administration of M-10. The Union expressed their concerns to improve these issues. Accordingly, the Company reaffirms its commitment to the following meetings to address concerns.

- Product Update Meeting held bi-annually with the Vice President of Employee Relations, the Vice President of the UAW Stellantis Department and the Head of Physical & Functional Design and Intergration (PFDI).
- Advanced Vehicle Awareness (AVA) Meeting held quarterly with the UAW International Sourcing Coordinator, the Local Presidents of 212, 412, 1284, 1302, and/or their designee, Labor Relations Senior Management and Head of ACE.
- Program Overview Meeting held at approximately Sync 1 of the Stellantis vehicle development process (PDP Timeline) for any new major vehicles or major redesigned vehicles.

Both parties recognize the need for continuous improvement to the Sourcing Administration process. As such, process changes corresponding to the M-10 language will be addressed in the M-1/ M-10 Sourcing Administration Manual. Modifications to the sourcing process will align to the updates made in 2023 negotiations and jointly agreed upon prior to the changes being made. Through discussions during these negotiations, Management and Union agree to the following commitments via the Sourcing Administration process:

- Directional sourcing summaries provided annually.
  - o Updates to be provided during Local JSOES meetings.

- Stamping Process Engineering (SPE) Attachment C process changes

- o An initial draft of the Attachment C will be provided approximately at Sync 1 of the Stellantis vehicle development process

- o Tracking log with cost and timing will be reviewed in Local JSOES

- Pre spend allocation amounts will be provided monthly for vehicle engineering.

- Approval of pre-spend allocation will be discussed during the Quarterly Advanced Vehicle Awareness meeting.

- If the rationale for the work being off loaded or outsourced relates to cost, the relevant financial information associated with that sourcing action will be provided to the International UAW Sourcing Coordinator.

- When walk in work and / or PDO outsourcing or off loading actions are being considered it will be brought to the attention of the union steward prior to the sourcing action taking place assuming the capability to perform the work exists within the company.

- Inclusion of UAW-Stellantis Vice President or designee in quarterly Cost Optimization Meeting.

- Quarterly current volume update for all U.S. vehicles, components and propulsion systems will be provided to the International UAW Sourcing Coordinator.

- Quarterly dual source information for U.S. propulsion systems will be provided to the International UAW Sourcing Coordinator.

- Quarterly inventory reports for U.S. facilities will be provided to the International UAW Sourcing Coordinator.

The parties agree to review and make appropriate changes within 90 days of ratification to the M-1/ M-10 Sourcing Administration Manual, reconfirming our commitment to the M-1/ M-10 language and processes. It is the intent that these changes should resolve the ongoing issues related to Sourcing actions being processed prior to discussion taking place with the Salaried Bargaining Unit groups.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

December 16, 2019

O&C&E  
(240) Supplier Corporate Citizenship

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During these negotiations, the UAW stated its interest in having the Company continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that the Company's selection of and relationship with suppliers have a significant bearing on its relationship with the Union. In this regard, the Union stressed repeatedly, the importance of the Company's use of high-quality, reliable suppliers which maintain good, fair and equitable relations with their employees.

The Company fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship – by the Company and its suppliers –contribute significantly to the Company's success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members.

The Company agrees that its relationship with the Union is of paramount importance to the Company's long-term success. The Company has told its suppliers and the business community in the past of the positive aspects of its relationship with the UAW and will continue to do so in the future. The Company therefore has no interest in embarking on a purchase strategy that would detract from that relationship.

Correspondingly, the Union has, from time to time, expressed to the Company its concern about certain aspects of the Company's

relationship with particular suppliers in the area of quality, continuity of supply, and overall performance as a supplier including the maintenance of good relations by the supplier with its employees. The Union recognizes that the Company has expressed its views and made suggestions to its suppliers as a result of the Union's concerns, all within the bounds of applicable legal principles.

The parties recognize that instances in which these matters arise are inherently dependent upon the particular facts that are present in each situation and plan to continue to deal with these matters on a case by case basis as they have in the past, and in compliance with applicable laws.

In particular, the Company will continue to urge its suppliers to treat their employees in a good, fair and equitable manner, to provide them wages and benefits competitive within their industry, to provide a safe workplace and to avoid conduct which violates national or state labor and employment laws. In addition, the Company will, in a manner which is in compliance with applicable laws, notify suppliers of the importance the Company places on harmonious relationships between suppliers, their employees and any union that may represent them.

In addition, the Company will send the letter, in the form attached hereto ("the Letter") to an FCA supplier at the request of the International UAW.

In the event the Union is aware of any actions by FCA US LLC that are inconsistent with this letter, those issues may be raised with the Vice President of Employee Relations for the Company.

Sincerely,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada



## **FORM OF LETTER TO BE SENT TO SUPPLIERS**

This letter will set forth the views of FCA US LLC with respect to unionization of employees of its suppliers. This letter is not meant to suggest or imply that FCA US LLC will not do business with a supplier unless the suppliers' employees are represented by a union.

FCA US LLC recognizes that it is in the mutual interests of employers and their employees for the employer to fully respect the right of employees to seek representation by a union. FCA US LLC does not in any sense reject collective bargaining for employees of our suppliers. We do not discourage employees of our suppliers from forming or joining unions to bargain collectively with their employer.

FCA US LLC does not require, or encourage, our suppliers to resist organizing efforts by their employees.

FCA US LLC has a positive and constructive relationship with the UAW as well as the other labor organizations that represent our employees. In our experience, it has been very helpful to deal with efforts by our employees to form or join unions in a constructive and positive manner. We respect the UAW and the UAW respects us.

FCA US LLC will certainly not take retaliatory action, such as canceling or refusing to renew contracts with suppliers based on a decision of that supplier's employees to join a labor union.

It may be appropriate for you to share this letter in its entirety with your employees so that they are accurately informed of FCA US LLC's position on this matter.

Thank you for your consideration.

cc: Director – UAW FCA Department

December 16, 2019

E/O&C  
(241) Salaried Bargaining Unit Insourcing Review

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the course of these negotiations, the Union requested that the Company provide opportunities for the Salaried Bargaining Unit to review proposals produced by the Union with the appropriate Management personnel to insource certain work. The Company held discussions with the Union concerning bargaining unit work practices that create a competitive disadvantage to the Company. The Company expressed to the Union that addressing these non-competitive work practices, could potentially create opportunities to insource work to the Union provided it meets the flexibility, efficiency and cost requirements necessary to support a positive business case. As such, the Company re-affirms the commitments made on July 1, 2010 in the letter entitled "Company's Response to the UAW SBU Proposal." To that end the Company agrees to hold bi-weekly meetings with the Vice President and Director of the UAW-Chrysler Department or his designee, the Director of Union Relations or his designee, and the appropriate Management personnel to discuss the nature of the work and review the Union's business case in support of their request to insource work.

Very truly yours,  
FCA US LLC  
By Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Cynthia Estrada

December 16, 2019

(242) M-10 Outsourcing Make-Buy Rationale

International Union, UAW

Attention: Mrs. Cindy Estrada

Dear Mrs. Estrada:

During the 2019 Negotiations, the Union expressed their concerns relative to upfront discussions regarding Make Buy Studies that may result in an outsourcing action. In response to these concerns, the Company will establish a Directional Make Buy meeting that will take place approximately thirty (30) days before the study is slated to go to the Executive Make Buy Committee. This meeting will include the International UAW, Source Planning Finance, Corporate Employee Relations, and Operations, if applicable. The topics for the discussion include:

- Rationale of proposed action
- Scope of work discussion
- UAW Insights

If issues arise out of the meeting that cannot be resolved, the matter shall be referred to the appropriate UAW FCA Assistant Director and FCA Manager - Sourcing for review and resolution. Both parties recognize the need for continuous improvement to the Sourcing Administration process and as such this meeting can be further discussed via the Sourcing Administration manual.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

December 16, 2019

(243) Unit Chairperson Leaving the Facility

International Union, UAW

Attention: Mrs. Cynthia Estrada

Dear Mrs. Estrada:

During the 2015 Negotiations the union raised the issue of the Local Unit Chairperson leaving the facility during his scheduled hours to perform services for the benefit of the Company. During these infrequent situations, the Company agrees to compensate the Local Unit Chairperson for his time away from the facility. Local management must have a reasonable period of time to authorize the leave. Further, due to the size of various units, the critical nature of the jobs performed, every effort will be made to accommodate these requests while protecting the efficiency of operations. The Local Unit Chairperson will be allowed to utilize no more than 8 hours per month of compensated leave.

Very truly yours,  
FCA US LLC  
By: Glenn Shagena

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Cynthia Estrada

November 20, 2023

(244) Paid Parental Leave

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

Parental leave provides up to Eighty (80) hours of paid time off allowing parents to bond and care for the newest member of their family. Parental leave can be taken at any time within the first year after birth or adoption, providing greater flexibility during this special time.

## ELIGIBILITY

To be eligible an employee must, at the time leave begins:

- (1) Have been employed (full time) for the preceding twelve (12) consecutive months; and
- (2) Have worked at least 1,250 hours for the preceding twelve (12) consecutive months; and
- (3) Have either:
  - (a) given birth to a child,
  - (b) are the biological parent of a newborn,
  - (c) adopted a child under the age of 18 (other than a spouse's child), or
  - (d) become the parent of the newborn child of a surrogate or donor; and
- (4) Use paid parental leave for childcaring and bonding purposes.

Employees who do not meet the above eligibility requirements (including foster parents, legal guardians and grandparents) are not eligible for paid parental leave.

## USE OF PAID PARENTAL LEAVE FOR CHILDCARING & BONDING

Employees who meet the above eligibility criteria, and provide the required documentation as determined by the Company, may take up to eighty (80) hours of paid parental leave for childcaring and bonding purposes in one continuous period within twelve (12) months of becoming eligible. Paid parental leave must be taken within twelve (12) months of the child's birth or adoption. The eighty (80) consecutive hours of paid parental leave must be used prior to the end of the twelve (12) month period following the child's birth or adoption and cannot be carried over beyond the twelve (12) month period. An employee can be eligible for paid parental leave only once within a rolling 12-month period.

If both parents are employed by FCA US and are eligible for paid parental leave under this agreement, they are both separately eligible for the full benefit. However, if both parents' simultaneous absences would negatively impact business operations, as determined by the Company, the Company may deny simultaneous paid parental leaves. An employee is not eligible for more than eighty (80) hours of paid parental leave for multiple births and/or adoptions, within a rolling 12-month period.

## REQUEST FOR PAID PARENTAL LEAVE

Employees must provide Human Resources with written notice of any request for paid parental leave, along with the expected date of the leave, at least 30 days prior to the proposed date their leave will commence. Employees must also complete the necessary forms and provide all documentation required by Human Resources to substantiate the employee's request.

## MISCELLANEOUS

If an employee is unable to use the paid parental leave within twelve (12) months of becoming eligible, the employee will not be compensated for any unused parental leave time, subject to applicable state or local laws. Upon separation from employment, employees will not be paid for any unused paid parental leave for which they would have been eligible.

## COORDINATION WITH FMLA

FCA US recognizes employees' rights and responsibilities under the Family and Medical Leave Act (FMLA) and applicable state and local family leave laws. If an employee is eligible for unpaid leave under the FMLA or a similar state or local law, the employee's paid parental leave will run concurrently with any such unpaid leave. Further, if the employee is eligible for paid leave under any state or local family/parental leave law, that paid parental leave will run concurrently with any unpaid leave where consistent with applicable law. In no event will an employee be eligible for more than 100% of the benefits payable under this agreement except as provided by applicable law.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(245) Incentive Program for Retirement

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During 2023 bargaining the parties agreed to offer an Incentive Program for Retirement (IPR) to all hourly skilled, non-skilled and salary represented seniority employees across all US facilities. The following programs will be offered:

- 2024 - Incentive Program for Retirement (IPR) - A cash lump sum of \$50,000 will be offered to all employees who are eligible to retire at employee option between January 1st, 2024, and December 31st, 2024. 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.
- 2026 - Incentive Program for Retirement (IPR) - A cash lump sum of \$50,000 will be offered to all employees who are eligible to retire at employee option between January 1st, 2026, and December 31st, 2026. 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 number of acceptances will be uncapped. To ensure operational efficiency, the \$50,000 lump sum payment is contingent upon the Company's approval of the release date and the timing of the separation following the period that the employee becomes eligible. Employees that retire without Company authorization of timing will not be eligible for the \$50,000 lump sum payment.

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 Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(246) Drug and Alcohol Program for a Safe Workplace

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the Health and Safety implications of drug and alcohol usage in the workplace. The parties recognize that employees who report for work under the influence of drugs or alcohol or engage in the use of drugs or alcohol while at work put both themselves and others at significant risk of harm or danger. Moreover, such conduct imposes detrimental impact on the work environment in the areas of absenteeism, employee morale, product quality, operating efficiency, and ultimately, customer satisfaction. Regardless of whether drugs or alcohol are being used for medical or recreational purposes, it remains the employee's responsibility to ensure they are not impaired at work at any time.

In order to maintain a safe working environment, the Company may require any employee involved in an on-the-job accident resulting in death, serious injury or significant property damage, to submit to an alcohol or drug test. At the time of execution of this letter, such testing will not include testing for marijuana because the parties recognize that government approved testing for impairment due to marijuana use is not yet available. Once a government approved test for marijuana impairment is made available, the parties agree to include such testing as an addendum to this letter. Employees tested under this letter will be in accordance with the Corporate Testing Policy with the exception for marijuana as set forth above. All positive drug tests will be reviewed by a licensed independent Medical Review Officer. For the purposes of this Agreement, the term "reasonable suspicion" is defined as an employee who either is in the possession of alcohol or drugs, exhibiting visible signs of impairment or uncharacteristic behavior.

It is understood that such testing will be limited to specific situations that include accidents involving property damage that equals or exceeds \$500, results in a negative impact to production or operations, serious injuries as defined below, or when the affected employee exhibits visible signs of impairment. Nothing herein provides for the testing of employees solely on a random basis or for any reason that is not expressly allowed by this agreement.



Serious injury will be defined as involving:

- a. Fatality
- b. Eye injury (loss of eye, or loss of sight)
- c. Head trauma
- d. Crushing hazards or Fractures
- e. Loss of consciousness
- f. Blood loss that is life threatening
- g. Amputation, loss of significant function
- h. Severe laceration
- i. 3rd degree burns

In the event of a known or suspected overdose, the Company will have an FDA approved medication available for emergency treatment at locations that have available medical staff.

Employees with alcohol or drug dependency issues are able to voluntarily seek assistance through the Employee Assistance Program (EAP). However, participation by an employee in a managed recovery program does not provide any form of disciplinary immunity for any shop rules infractions and/or gross misconduct.

From a treatment perspective, early detection of substance abuse and/or intervention is critical to recovery efforts. To that end, reasonable suspicion observation training will be provided to appropriate members of management and UAW representatives following ratification of this agreement and annually thereafter. Such training is intended to educate the parties on the early signs of drug and alcohol abuse and/or dependency and the detection of impaired employees in the workplace.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(247) Safety Summit

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During 2023 negotiations, the parties discussed the need to understand future advancements in technology and its potential impacts on safety in the workplace. The Company agreed to collaborate with the UAW Stellantis, GM, and Ford to discuss establishing a joint safety summit. Summit attendees may include representatives from the United Auto Workers (UAW) Solidarity House safety staff, Joint Health and Safety Staffs for UAW-Stellantis, UAW-GM, UAW-Ford and participants from Stellantis, GM and Ford's Corporate Safety staffs. The UAW-Stellantis National Joint Committee (NJC), UAW-GM National Joint Committee (NJC), UAW-Ford National Joint Committee on Health and Safety (NJCHS), will meet within 180 days from ratification to discuss the summit location and when each company will host such summit. During these safety summits, appropriate time will be set aside to discuss safety in the workplace, review common health and safety concerns, and collaborate on best practices. The lessons learned from these collaborations can be used by the companies to re-evaluate their programs and identify needed changes.

Stellantis will host one local safety summit during the term of the 2023 contract provided that GM and Ford concur with this concept.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(248) Joint Public Health Committee

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the parties agreed that the health and safety of its employees is their number one priority and recognized public health crises are possible in the future.

During the COVID-19 pandemic, the Company was identified by state and federal governments as a critical component of the national infrastructure. As a result, the Company continued work when other business entities were either curtailing or completely ceasing operations. Company employees, including bargaining unit employees, were designated as “essential workers” and proceeded to provide critical economic support to the national infrastructure by way of their continued work.

The Company and the Union recognize that on a prospective basis, future public health crises could have significant impact on the Company, its employees and their families. The Company and the Union agree that discussions between the parties focused on employee safety, and fact-based facility preparedness can help abate potential and sustained disruption to manufacturing operations.

The Company and Union agree to the following:

- To establish a joint Public Health Emergency Committee, consisting of three (3) International Union Representatives, one (1) individual from the International Union, UAW Health and Safety Department and two (2) individuals will be existing UAW-Stellantis Representatives appointed by the Vice President and Director, UAW National Stellantis, and three (3) individuals will be employees appointed by the Vice President of Employee Relations Stellantis.

- The Committee will meet at least annually or more frequently as circumstances dictate. Committee meetings will focus on Company preparedness for pandemic events and other public health crises that could have a substantial impact on the Company and bargaining unit employees and their families.

- Given the subject matter, it may be necessary to invite additional representatives, such as the International UAW Health and Safety Department, Corporate Director for Wellbeing, Health and Safety or other subject matter experts to allow for thoughtful discussion on the issue. Prior to such a meeting taking place, the Parties will agree on the inclusion of any additional attendees.

- Upon the declaration of a public health crisis by the Governor of a State in which the UAW represents employees of the Company, or by the President of the United States, the Committee will meet as soon as practicable to discuss items of mutual concern. Subsequent meetings will be scheduled as agreed to by Committee members. When possible, the parties agree to exchange agenda topics they wish to discuss at least forty-eight (48) hours prior to any such meeting(s).

Very truly yours,  
FCA US LLC  
By Christopher Fields

Approved and Accepted:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(249) Veteran Job Opportunities

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the parties discussed their mutual desire to support our country's veterans and enhance the workforce with the skills, abilities, and experiences developed by our veterans during their service to our country. To that end, the Company agrees to continue placing a high priority on identifying qualified veteran candidates for hire into production, skilled trades, and salaried jobs within the bargaining unit.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(250) Veterans with Service-Connected Disabilities

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties held extensive discussions on the importance of recognizing and honoring the sacrifices of Veterans who have honorably served our nation. To assist those Veteran employees with service-connected disabilities or in the process of securing benefits/medical services, an absence incurred as a result of a medical appointment with the Veterans Affairs Department (VA) related to a service-connected disability shall not be used in any disciplinary action as long as the employee provides satisfactory evidence and notifies Management at least five (5) days in advance of the absence.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(251) Make Buy Studies

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the Union expressed their deep concerns regarding the future job security of the Salaried Bargaining

Unit specifically relative to current Make Buy Studies that may result in an outsourcing action. Both parties acknowledged the need for the bargaining unit to remain competitive both from a cost and operational perspective. As a result of these discussions, the Company has agreed to void and permanently cancel the following Make Buy Studies for the term of the 2023 National Agreement:

- o SPF-202 Designers
- o SPF-213 Mopar Compilers
- o SPF-215 Dealer Claims Analysts
- o SPF-248 Durability Technicians
- o SPF-306 Mopar Special Investigations

In addition to the studies listed, no Make Buy Studies will be conducted concerning work assignments which come within the scope and content of that normally assigned to the Salaried Bargaining Unit at a plant location or unit for the term of the 2023 National Agreement.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(252) Local Arbitration Program

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations of the O,C&E Agreement, the parties agreed to create a new Local Arbitration Program to allow for the local parties to expeditiously submit certain local matters to arbitration. Pursuant to the Local Arbitration Program, the local parties may submit to arbitration disputes over overtime, overtime equalization, supplemental seniority and shift preferences as set

forth in their local agreement, and any other topic agreed to by the Vice President, UAW Stellantis Department and the Vice President of Employee Relations, or their designee.

The Local Arbitration Program shall only apply to grievances filed after ratification of this agreement and shall not extend to grievances filed pursuant to the National Agreement.

The standards and guidelines for the Local Arbitration Program shall be as follows:

1. Arbitrators shall be designated by agreement between the local parties. If an agreement on designation of the arbitrator cannot be reached within seven (7) days, the local parties shall utilize FMCS to select the arbitrator. The expenses and fees of the arbitrator shall be borne equally by the Company and the Local Union. Fee schedules and cancellation charges shall be established by the local parties.

2. Grievances shall proceed in the normal course up through Steps 1 and 2 as set forth in Sections (18) through (21) of the National Agreement. Within ten (10) days of receipt of the answer to Step 2, the Local Union shall notify the Company in writing of its intent to proceed to Local Arbitration on the grievance.

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

a) The hearing will be informal.

b) No briefs will be filed or transcripts made.

c) There will be no formal rules of evidence.

d) 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 Group Human Resources 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 them by the representatives of the parties. In all respects, they shall assure a fair and complete hearing.

4. The hearing shall proceed in the following order:

a) Introductory remarks by the Company and the 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.

5. The arbitrator may issue a summary decision at the hearing. However, in each case, they shall issue their decision in writing within seventy-two (72) hours after conclusion of the hearing. The arbitrator's decision shall be based on the record developed and presented by the parties at the hearing and shall include a brief explanation of the basis for their conclusion. The decision shall not form a precedent for any future cases. The decision shall be final and binding upon both local parties and shall not be subject to appeal.

6. The arbitrator shall have the authority that Section (24) of the National Engineering, Office & Clerical Agreement grants to the Appeal Board.

Very truly yours,  
FCA US LLC  
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer



November 20, 2023

(253) Payroll Deductions to Obtain Company Vehicles

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During 2023 negotiations, the parties discussed the feasibility of providing bargaining unit employees the convenience of payroll deduction as a means of payment for obtaining Company vehicles. The Company stated that while there is no current system to facilitate this process, the parties agreed to explore options available to employees for payroll deduction when purchasing Company vehicles within 90 days following ratification of this agreement.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(254) Employee Engagement

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the 2023 negotiations, the Union expressed its desire for the Company to engage in efforts to promote customer loyalty from employees and their friends and family members. The Company shall pursue marketing opportunities to encourage brand loyalty and increase employee ambassadorship within its local facilities. To that end, the Company and the Union shall jointly explore utilizing media outlets such as the HUB, social media, and Company websites to facilitate connecting its employees to its products and services. The parties will meet bi-annually to share information and ideas to achieve a positive employee vehicle purchasing experience including supporting MOPAR and the dealer network.

Very truly yours,  
FCA US LLC  
By Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By Rich Boyer

November 20, 2023

(255) Salaried Bargaining Unit Outsourcing Moratorium

International Union, UAW

Attention Mr. Rich Boyer

Dear Mr. Rich Boyer:

During the 2023 Negotiations, the Union and the Company discussed the importance of job security for its employees/members and 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 SPW, 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 LLC will maintain its manufacturing presence in the United States.

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 2023 National Agreement as discussed by the parties.

1. During these negotiations, the parties identified product and process work represented by the Salaried Bargaining Unit that will be retained through a moratorium on outsourcing of existing core product for the life of the 2023 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 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 2023 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 on existing core jobs, will be implemented through the term of the 2023 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  
Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(256) Dual Source

International Union UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the course of these negotiations, the parties have engaged in extensive discussions regarding investment in new product allocation as a source of job security for employees. To that end, the Union has sought assurances that provide sustained employment for the workforce. As part of these discussions, the Company has shared the importance of achieving targets for key Company metrics, including Transformation Cost, Unplanned Absenteeism, and Quality and the performance levels of the US Manufacturing locations in comparison to our global footprint. The Company stressed the importance of quality, not only as a necessity to provide the highest levels of customer satisfaction, but as a key component of improving transformation cost. The parties understand that in order to achieve long-term success we must improve in all areas of performance.

As part of the Company's response to the Union's concerns, a significant investment has been committed for the mid-cycle action updating the Ram 1500 Light Duty DT ICE and the all-new Ram 1500 Light Duty DT BEV and REPB STLA Frame at the Sterling Heights Assembly Plant (SHAP) in 2024. The Company has been clear that while Sterling Heights Assembly will produce ICE, BEV, and REPB Ram 1500's, it may be necessary to establish a dual source within North America to produce the Ram 1500 DT ICE once the BEV vehicle is launched at the Sterling Heights Assembly Plant to supply the market with sufficient inventory to meet market demand. The Company has also committed to maintain production of the Pentastar Classic through 2024 and the Pentastar Upgrade into 2028 at Trenton Engine. Similarly, it may be necessary to maintain a dual source for these products within North America.

In response to this dual sourcing, the Union reiterated its concerns regarding job security. To address these concerns, the Company commits to the following:

- The Company will recognize SHAP as the primary plant to produce both Ram 1500 Light Duty DT ICE and BEV volume during the term of this Agreement.

- o Any reductions in volume, whether through line speed reduction or elimination of a shift will occur at the secondary location.

- The Company will recognize Trenton Engine as the primary plant to produce both the Pentastar Classic and Pentastar Upgrade volume during the term of this Agreement.

- o Any reductions in volume, whether through line speed reduction or elimination of a shift will occur at the secondary location.

- In no case will we reduce volumes at SHAP or Trenton Engine without first stopping the overflow production for their respective products at the secondary location.

The parties acknowledge that flexibility and innovative work practices are key aspects of continuous improvement to achieve performance metrics targets and job security. Consequently, the Union commits to work with the Company on initiatives that support world class quality cost and productivity at SHAP and Trenton Engine.

Very truly yours,  
FCA US LLC  
Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW  
By: Rich Boyer

November 20, 2023

(257) U.S. Investment

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

As demonstrated below, Stellantis is committed to establish long-term stability and job security for the U.S. workforce. In turn, the Union understands that product allocation is achieved through strong and sustained plant performance and is committed to enable Company success and thereby help create stability and security for employees.

The following summarizes Stellantis' (FCA US LLC) planned future U.S. investments, totaling approximately \$9.3 billion across 15 Assembly, Powertrain, and Stamping facilities and \$250 million across Mopar over the term of this Agreement, demonstrating the Company's continued commitment to the UAW and our workforce. Additionally, in support of our E.V. transformation, the Company has other planned future U.S. investments, including investment in the three (3) Joint Ventures to construct E.V. battery plants, totaling approximately \$9.4 billion by 2028. In total, Stellantis plans to invest approximately \$18.9B in the U.S. during the term of this Agreement.

Plant	Current Product	Future Product Allocation 2023-2028		Investment
Assembly				~\$6.5B
Belvidere			All New Midsize Truck in 2027 (80,000 – 100,000 Units Projected)	~\$1.5B
Toledo Assembly Complex North & South	Current Jeep Wrangler (JL) will continue into 2028	Mid-Cycle Action updating the Jeep Gladiator (JT) in 2023		
	Current Jeep Gladiator (JT) will continue into 2028	Jeep Wrangler (JL) PHEV Upgrade in 2025		
		Jeep Gladiator (JT) PHEV Upgrade in 2025		
		Next generation Jeep Wrangler (J70) including BEV and REPB in 2028		~\$1.5B
Warren Truck		Mid-Cycle Action Wagoneer / Grand Wagoneer (WS) in 2025		
	Current RAM 1500 (DS) will continue through 2024	Introducing Wagoneer / Grand Wagoneer (WS) REPB STLA Frame in 2025		
	Wagoneer / Grand Wagoneer (WS) will continue into 2028	Introducing Wagoneer / Grand Wagoneer (WS) BEV STLA Frame in 2027		~\$600M
Sterling Heights	Current Ram 1500 Light Duty (DT) will continue through 2024	2 <sup>nd</sup> Mid-Cycle Action Wagoneer / Grand Wagoneer (WS) in 2027		
		Mid-Cycle Action updating the RAM 1500 Light Duty (DT) in 2024		
Sterling Heights		New RAM 1500 Light Duty (DT) including BEV and REPB STLA Frame in 2024		~\$1.4B
	Current Ram 1500 Light Duty (DT) will continue through 2024	Mid-Cycle Action updating the RAM 1500 Light Duty (DT) in 2024		
		New RAM 1500 Light Duty (DT) including BEV and REPB STLA Frame in 2024		~\$1.4B
Detroit Assembly Complex	Current Dodge Durango (WD) will continue through 2025	Mid-Cycle Action updating the Jeep Grand Cherokee 2 row (WL 74) in 2024		
	Current Jeep Grand Cherokee 2 row (WL 74) will continue through 2027	Mid-Cycle Action updating the Jeep Grand Cherokee 3 row (WL 75) in 2024		
	Current Jeep Grand Cherokee 3 row (WL 75) will continue into 2028	Next generation Durango (D6U), including ICE and BEV in 2026		
		Next generation Grand Cherokee (J6U), including ICE and BEV in 2027		~\$1.5B

Powertrain				~\$2.55B
Kokomo Casting	Continued production of various engine blocks and components, transmission cases and components & chassis components	Launch WL & LB Crossmembers in 2024 Launch EDM Gearbox Cover in 2024 Launch GME T6 Oil Pan in 2024 Launch the EP6 Bedplate in 2025 Launch the EP6 Block in 2025 Launch eMotors Housing and Cover in 2026		~\$160M
Kokomo Engine	Current Product GME T4 DOHC will continue into 2028			
Kokomo Transmission	Current product 850RE Gen2 will continue into 2028 Current product SL-EVT will continue into 2028	Launch the 880RE Gen4 in 2024 Introduce Electric Drive Motor Gearbox Covers in 2024		~\$450M
Indiana Transmission	Current product 948TE will continue into 2028 Current product 68RFE will continue into 2024	Launch Phase I of Electric Drive Motor Gear Machining & Assembly in 2024 Launch Phase II of Electric Drive Motor Gear Machining & Assembly in 2025 Launch e-Motor Assembly in 2026		~\$900M
Trenton Engine Plant	Pentastar Classic continues through 2024 Pentastar Upgrade continues through 2028			
Dundee Engine Plant North & South		Launch the GME – T4 EVO in 2024 Launch the EP6 in 2025 Introduce production of STLA Frame & Large Battery Trays in 2024 Introduce production of STLA Large Beam Machining in 2025		~\$770M
Toledo Machining	Current 850RE Torque Converters will continue into 2028 Current 948TE Torque Converters will continue into 2028	Introduce production of STLA Large Front Cradles Introduce Production of STLA Medium Cradles Introduce Production of Halfshafts		~\$270M



	Current HD Truck Steering Columns will continue into 2028 Current Jeep Wrangler/Gladiator (JL/JT) Super-Module continue into 2028	
<b>Stamping</b>		~\$250M
Sterling Stamping	Continue current products to support Detroit Assembly Complex Jefferson, Warren Truck, Toledo and Sterling Heights Assembly facilities.	~\$165M
Warren Stamping		~\$85M
<b>Joint Venture Battery Plants</b>		~\$9.4B
Belvidere	Launch a new JV Battery operation in 2028 with a yet to be identified business partner	~\$3.2B
Kokomo, IN	Launch two (2) new JV Battery operations with Samsung SDI with the first scheduled to begin production in 2025 and the second in 2026.	~\$6.2B
<b>Mopar</b>		~\$250M
Launch new Belvidere Consolidated Mopar Mega Hub in 2024 through the consolidation of work from the Marysville, Chicago, and Milwaukee PDC's		~\$100M
Introduce Stamping operations in support of replacement parts for the Belvidere Mega Hub in 2025		
Launch new Fishkill, NY Mopar Hub in 2025 with the consolidation of work from the New York and Boston PDC's		~\$30M
Launch new Macon, GA Mopar Hub in 2026 with the consolidation of work from the Orlando and Atlanta PDC's		~\$30M
Launch new Metro Detroit Region Mopar Hub in 2026 with the consolidation of work from the Centerline PDC, Centerline Warehouse & Packaging, Warren PDC, and Sherwood PDC		~\$30M
Launch new Reno, Nevada PDC projected in 2027 with the consolidation of work from the LA PDC		~\$30M
Launch new South Central Texas PDC projected in 2026 with the consolidation of work from the Dallas PDC		~\$30M

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. Further unpredictability with volumes and mix is anticipated with the introduction of E.V. product offerings within our vehicle lineup. Accordingly, it is understood that the product investment and employment level numbers set forth above are subject to approval by the Stellantis product Allocation Committee and contingent upon plant performance, changes in market conditions, and 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  
Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW







[illegible]

[illegible]

[illegible]



[illegible]